# CHARIOT CORPORATION LTD ACN 637 559 847 ADDENDUM TO NOTICE OF GENERAL MEETING

Chariot Corporation Ltd (ACN 637 559 847) (**Company**) gives notice to Shareholders that, in relation to the Notice of General Meeting dated 17 October 2025 (**Notice**) in respect of the Company's general meeting of members to be held at 1:00pm (WST) on Wednesday, 26 November 2025 (**Meeting**), the Directors have resolved to:

- (a) delete and replace Section 1.5 of the Explanatory Statement; and
- (b) include new Resolutions 26 and 27 within the Notice (**Additional Resolutions**), additional Sections 21 and 22 within the Explanatory Statement, additional defined terms within the Glossary and an additional schedule 'Schedule 5',

as set out in this Addendum.

Capitalised terms in this Addendum have the same meaning as given in the Notice except as otherwise defined.

This Addendum is supplemental to the Notice and should be read in conjunction with the Notice. Apart from the amendments set out below, all Resolutions and the Explanatory Statement in the original Notice remain unchanged.

### **Replacement Proxy Form**

Annexed to this Addendum to the Notice is a replacement Proxy Form (**Replacement Proxy Form**). To ensure clarity of voting instructions by Shareholders on the Resolutions to be considered at the Meeting, Shareholders are advised that:

- (a) If you have already completed and returned the Proxy Form annexed with the Notice (Original Proxy Form) and you wish to change your original vote on Resolutions 1 to 25 and/or vote on the Additional Resolutions, you must complete and return the Replacement Proxy Form.
- (b) If you have already completed and returned the Original Proxy Form and you do not wish to vote on the Additional Resolutions, you do not need to take any action as the earlier submitted Original Proxy Form will be accepted by the Company for Resolutions 1 to 25 unless you submit a Replacement Proxy Form. For the sake of clarity, the Company notes that if you do not lodge a Replacement Proxy Form, you will not have cast a vote on the Additional Resolutions.
- (c) If you have not yet completed and returned a Proxy Form and you wish to vote on the Resolutions in the Notice as supplemented by the Addendum, please complete and return the Replacement Proxy Form.

### **Enquiries**

Should you wish to discuss the matters in this Notice please do not hesitate to contact the Company Secretary on +61 2 9698 5414.

### SUPPLEMENTARY BUSINESS OF THE MEETING

### The agenda of the Notice is amended by including the following Resolutions:

### 27. RESOLUTION 26 – APPROVAL TO ISSUE OPTIONS TO GAM

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, approval is given for the Company to issue up to 4,800,000 Options to GAM (or its nominee(s)) on the terms and conditions set out in the Explanatory Statement."

### **Voting Exclusion Statement:**

In accordance with Listing Rule 14.11, the Company will disregard any votes cast in favour of the Resolution set out below by or on behalf of GAM (or its nominee(s)) or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of 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 the Resolution by:

- (a) a person as a proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the 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:
- (d) 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 the Resolution; and
- (e) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

### 28. RESOLUTION 27 – APPROVAL TO ISSUE OPTIONS TO PARADISE BAY INTERNATIONAL

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, approval is given for the Company to issue up to 3,200,000 Options to Paradise Bay International (or its nominee(s)) on the terms and conditions set out in the Explanatory Statement."

### **Voting Exclusion Statement:**

In accordance with Listing Rule 14.11, the Company will disregard any votes cast in favour of the Resolution set out below by or on behalf of Paradise Bay International or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of 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 the Resolution by:

- (a) a person as a proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the 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:
- (d) 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 the Resolution; and
- (e) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

### SUPPLEMENTARY EXPLANATORY STATEMENT

### The Explanatory Statement is supplemented by deleting and replacing the following Section:

### 1.5 Working Capital Facility Agreement

On 10 July 2025, the Company announced that it had entered into a binding working capital facility agreement (**Facility Agreement**) with GAM Company Pty Ltd ATF The GAM 1 Trust (**GAM**) (the trustee of the loan facility) pursuant to which GAM agreed to make an unsecured loan facility of \$880,000 available to the Company for the purposes of repayment of the convertible note facility with Obsidian Global GP, LLC announced by the Company on 27 March 2025, and for working capital purposes (**First Advance**).

On 27 August 2025, the Company announced that it had subsequently entered into an amended and restated version of the Facility Agreement (**Amended and Restated Facility Agreement**) with GAM pursuant to which GAM agreed to make an additional unsecured advance of up to \$852,000 to the Company (**Second Advance**).

On 31 October 2025, the Company announced that it had subsequently entered into a variation deed with GAM pursuant to which the Company and GAM agreed to vary the Amended and Restated Facility Agreement (**Variation Deed**).

The material terms of the Amended and Restated Facility Agreement (as varied on 31 October 2025) are set out in the table below.

Drawdown	The Company can draw down on:						
	(a) the First Advance at any time on or before the date that is six months from the date of the Facility Agreement; and						
	(b) the Second Advance at any time from the date of the Amended and Restated Facility Agreement until the date that is six months from the date of the Amended and Restated Facility Agreement,						
	(Availability Period).						
	The First Advance was drawn down in full on 11 July 2025 and excluded certain fees that were withheld. The Second Advance was drawn down in full on 28 August 2025 and excluded certain fees that were withheld.						
Interest	Interest of \$79,200 and \$144,000 is payable on the First Advance and the Second Advance, respectively, and is payable upfront, on draw down. GAM is entitled to withhold an equivalent amount of the interest payment from the funds advanced to the Company on draw down. Default interest of 3% per annum is payable on amounts overdue under the Facility Agreement.						
Repayment	The First Advance and the Second Advance are repayable (in full) on the last day of their respective Availability Period ( <b>Repayment Date</b> ), or on such earlier date at the election of the Company. Notwithstanding the above, if the Company completes an equity capital raising at any time before the Repayment Date, the Company must apply not less than 20% of the proceeds of the equity capital raising to prepay or repay (as applicable) the then outstanding balance of the loan, unless otherwise directed by GAM.  If an equity capital raising occurs, the Company must apply all of the cash proceeds (after deducting direct costs associated with the raising, including lead manager and legal fees) toward repayment of the then outstanding balance under the facility and any other amounts owing to GAM, unless otherwise directed by GAM. If any portion remains outstanding under the facility, proceeds of any subsequent equity capital raising must be applied in the same manner until amounts under the facility, all accrued interest, and all other amounts owing are repaid in full.						

	In addition, the Company has undertaken to complete an equity capital raising to raise not less than \$3,000,000 (before costs) within four months of 31 October 2025, and to apply the net proceeds in accordance with the Amended and Restated Facility Agreement.						
Security	The Company's obligations under the Amended and Restated Facility Agreement are secured by a fixed and floating charge over all present and after-acquired property of the Company (Security) under a general security deed (GSD).						
	The Company must execute, perfect, and maintain the Security all relevant jurisdictions, and ensure it remains valid, perfecte enforceable, and of the intended priority.						
	In the event of enforcement, all proceeds must be applied accordance with the General Security Deed.						
	In is a default under the Amended and Restated Facility Agreement if:						
	(a) the Security loses its priority or is claimed to have done so by the Company or any other person; and						
	(b) there is a material adverse effect on the Company's ability to perform its payment obligations under the Amended and Restated Facility Agreement, the Variation Deed and/or the GSD (each a <b>Finance Document</b> ) or the validity, enforceability, or effectiveness of any Finance Document or GAM's rights under them.						
Fees	The Company has agreed to pay GAM the following arrangement fees:						
	(c) \$58,080 (plus GST) in consideration for advancing the First Advance:						
	(d) \$64,000 (plus GST) in consideration for advancing the Second Advance;						
	(e) \$15,000 worth of Shares (being a total of 142,858 Shares) calculated based on the closing price of Shares immediately prior to the date of the Amended and Restated Facility Agreement.						
	The Company has also agreed to pay GAM's legal fees up to a maximum of \$9,500. GAM has withheld \$7,500 from the funds advanced to the Company under the First Advance and \$2,000 from the funds advanced to the Company under the Second Advance for these purposes.						
	The Company also agreed to pay GAM \$10,000 for legal costs in preparing and executing the Variation Deed.						
Loan Options	The Company has also agreed to issue GAM (or its nominee(s)) 9,000,000 Options on the same terms as the Options issued under the Placement, as soon as reasonably practicable after the date of the Facility Agreement and in any event no later than 12 weeks after the date of the Facility Agreement and subject to Shareholder approval (being the subject of Resolution 17). In the event that shareholder approval for the Options is not obtained, the Company shall be required to cash-settle the issue of the Options by making a payment in immediately available funds to GAM equal to the higher of:						
	(a) \$0.0131 per Option; and						
	(b) the Black-Scholes value of the Options as at the date that is twelve weeks from the date of the Facility Agreement.						

The Amended and Restated Facility Agreement otherwise contains terms and conditions considered customary for an agreement of its type, including representations and warranties, negative covenants and events of default.

### 21. RESOLUTION 26 – APPROVAL TO ISSUE OPTIONS TO GAM

### 21.1 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of 4,800,000 Options to GAM (or its nominee(s)) in consideration for GAM advancing a loan of \$1,200,000 to the Company (**Loan**) under a loan agreement between the Company and GAM dated 31 October 2025 (**Loan Agreement**).

The material terms of the Loan Agreement are set out in the table below.

Loan Advancement	GAM has agreed to advance the Loan to the Company in a single advance within 5 business days of satisfaction of the conditions precedent under the Loan Agreement ( <b>Advance Date</b> ). The Loan will be advanced in immediately available funds to the Company's nominated account.
Interest	Interest of \$108,000 is payable upfront on drawdown, representing interest for the first six months of the Loan at a rate of 18% per annum. GAM is entitled to withhold this amount from the funds advanced on the Advance Date. Following the first six-month period, interest will accrue daily at a rate of 18% per annum, calculated on a 365-day year, and is payable on maturity. Default interest of 30% per annum applies to any overdue amounts, calculated daily and payable on demand.
Repayment	The Loan, including all outstanding principal and accrued interest, is repayable in full 12 months from the Advance Date (Maturity Date), unless prepaid earlier.  The Company may prepay the Loan at any time with not less than five business days' prior notice; however, no portion of the prepaid interest is refundable.
	If the Company undertakes an equity capital raising prior to the Maturity Date, it must apply the proceeds (net of transaction costs) first to repay funds advanced under the Facility Agreement in full (unless already repaid or otherwise directed by GAM) and second to prepay not less than 25% of the outstanding amount under the Loan.
Security	The Loan is secured by a general security deed (GSD) over all present and after-acquired property of the Company. The Company's obligations under the Loan are secured by a fixed and floating charge over all present and future assets of the Company pursuant to the GSD. The Company is not permitted to create or permit any further security interests other than those approved under the Loan Agreement.
Fees	The Company is responsible for all taxes payable in connection with the execution, delivery, and enforcement of the Loan Agreement, together with all reasonable legal and administrative costs incurred by GAM. The Company has also agreed to pay any professional and legal fees of GAM associated with preparing, negotiating, and enforcing the Agreement.
Loan Options	The Company has also agreed to issue GAM (or its nominee(s)) 4,800,000 Options at an exercise price of \$0.35 per Option, expiring three years from the date of issue. The options must be issued within fifteen business days of the Advance Date, subject to shareholder approval under ASX Listing Rule 7.1. If shareholder approval is not obtained, the Company must cash-settle the issue of the options by making a payment to GAM calculated at \$0.08 per option, based on a Black-Scholes valuation

The Loan Agreement otherwise contains terms and conditions considered customary for an agreement of its type, including representations and warranties, negative covenants and events of default.

### 21.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 2.1 of the Notice.

The proposed issue falls within exception 17 of Listing Rule 7.2 which excludes from the restrictions in Listing Rules 7.1 and 7.1A an agreement to issue equity securities that is conditional on the holders of its ordinary securities approving the issue under Listing Rule 7.1 before the issue is made. The proposed issue therefore requires the approval of Shareholders under Listing Rule 7.1.

### 21.3 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue. In addition, the issue 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 this Resolution is not passed, the Company will not be able to proceed with the issue and the Company will be required to cash-settle the issue of the Options by making a cash payment based on an assumed Black & Scholes valuation per Option of \$0.08 in accordance with the Loan Agreement.

### 21.4 Technical information required by Listing Rule 7.3

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	The Options will be issued to GAM (or its nominee(s)).
Number of Securities and class to be issued	4,800,000 Options will be issued.
Terms of Securities	The Options will be issued on the terms and conditions set out in Schedule 5.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Options within 5 Business Days of the Meeting. In any event, the Company will not issue any Options 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).
Price or other consideration the Company will receive for the Securities	The Options will be issued at a nil issue price, in consideration for advancing the Loan under the Loan Agreement.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to satisfy the Company's obligations under the Loan Agreement.
Summary of material terms of agreement to issue	The Options are being issued under the Loan Agreement, a summary of the material terms of which is set out in Section 21.1.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

### 22. RESOLUTION 27 – APPROVAL TO ISSUE OPTIONS TO PARADISE BAY INTERNATIONAL

### 22.1 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of 3,200,000 Options consideration to Paradise Bay International (or its nominee(s)) in consideration marketing services provided by Paradise Bay International.

### 22.2 **Listing Rule 7.1**

A summary of Listing Rule 7.1 is set out in Section 2.1 of the Notice.

The proposed issue falls within exception 17 of Listing Rule 7.2 which excludes from the restrictions in Listing Rules 7.1 and 7.1A an agreement to issue equity securities that is conditional on the holders of its ordinary securities approving the issue under Listing Rule 7.1 before the issue is made. The proposed issue therefore requires the approval of Shareholders under Listing Rule 7.1.

### 22.3 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue. In addition, the issue 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 this Resolution is not passed, the Company will not be able to proceed with the issue, and the Company may be required to compensate Paradise Bay International by other means (including cash payment).

### 22.4 Technical information required by Listing Rule 7.3

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	The Options will be issued to Paradise Bay International (or its nominee(s)).
Number of Securities and class to be issued	3,200,000 Options will be issued.
Terms of Securities	The Options will be issued on the terms and conditions set out in Schedule 5.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Options within 5 Business Days of the Meeting. In any event, the Company will not issue any Options 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).
Price or other consideration the Company will receive for the Securities	The Options will be issued at a nil issue price, in consideration for marketing services provided by Paradise Bay International.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to compensate Paradise Bay International for marketing services provided.
Summary of material terms of agreement to issue	The Options are not being issued under an agreement.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

### SUPPLEMENTARY DEFINED TERMS

### The Glossary is amended by including the following defined terms:

**Loan** has the meaning given in Section 21.2.

**Loan Agreement** has the meaning given in Section 21.2.

Paradise Bay International means Paradise Bay International Pty Ltd.

### SCHEDULE 5 - TERMS AND CONDITIONS OF OPTIONS

1.	Entitlement	Option entitles the holder to subscribe for one Share upon exercise of the Option.				
2.	Exercise Price	Subject to paragraph 9, the amount payable upon exercise of each Option will be \$0.35 ( <b>Exercise Price</b> ).				
3.	Expiry Date	Each Option will expire at 5:00 pm (AWST) on the date that is 3 years from the date of issue ( <b>Expiry Date</b> ).				
		An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date				
4.	Exercise Period	The Options are exercisable at any time on or prior to the Expiry Date (Exercise Period).				
5.	Exercise Notice	The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate ( <b>Exercise Notice</b> ) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.				
6.	Exercise Date	An Exercise Notice is only effective on and from the later of the date of receipt of the Exercise Notice and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (Exercise Date).				
7.	Timing of issue of Shares on exercise	Within five Business Days after the Exercise Date, the Company will:				
	Silules off exercise	<ul> <li>(c) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Exercise Notice and for which cleared funds have been received by the Company;</li> <li>(d) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and</li> <li>(e) if admitted to the official list of ASX at the time, apply for</li> </ul>				
		official quotation on ASX of Shares issued pursuant to the exercise of the Options.				
		If a notice delivered under 7(d) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.				
8.	Shares issued on exercise	Shares issued on exercise of the Options rank equally with the then issued shares of the Company.				
9.	Reorganisation	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 the holder will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.				

10.	Participation in new issues	There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.
11.	Change in exercise price/Adjustment for rights issue	An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.
12.	Transferability	The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.



## **Proxy Voting Form**

If you are attending the meeting in person, please bring this with you for Securityholder registration.

Chariot Corporation Ltd | ABN 13 637 559 847

Your proxy voting instruction must be received by 1:00pm (AWST) 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: <a href="https://investor.automic.com.au/#/home">https://investor.automic.com.au/#/home</a> 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 KMP.

### 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://automic.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)

STEP 1 - How to vote					
APPOINT A PROXY:  I/We being a Shareholder entitled to attend and vote at the General Meeting of Chariot Corporation Ltd, to be held at 1:00pm (AWST) on Wednesday, 26 November 2025 at Level 5, 191 St Georges Tce, Perth WA 6000 hereby:					'n
Appoint the Chair of the Meeting (Chair) OR if you are not appointing the Chair of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit and at any adjournment thereof.				ne 🏴	
					-  I
The Chair intends to vote undirected proxies in favour Unless indicated otherwise by ticking the "for", "against voting intention.				which the Chair is entitled to vote. will be authorising the Chair to vote in accordance with the Chair'	's
to exercise my/our proxy on Resolutions 8, 9, 10, 12, 13,	or where 14 and 15	the Cho (except	ir becc where	ION RELATED RESOLUTIONS  IONES my/our proxy by default), I/we expressly authorise the Chair  I/we have indicated a different voting intention below) even  I with the remuneration of a member of the Key Management	r
STEP 2 – Your voting direction					
Resolutions	For Again	st Abstain		lutions For Against Abste	ain:
1 APPROVAL TO ISSUE SHARES TO CONTINENTAL			14	ISSUE OF PERFORMANCE RIGHTS TO DIRECTOR - BRENDAN BORG	
2 RATIFICATION OF PRIOR ISSUE OF SHARES TO FIRST PLACEMENT PARTICIPANTS UNDER LISTING RULE 7.1			15	ISSUE OF PERFORMANCE RIGHTS TO DIRECTOR - FREDERICK FORNI	
3 RATIFICATION OF PRIOR ISSUE OF SHARES TO FIRST PLACEMENT PARTICIPANTS UNDER LISTING RULE 7.1A			16	AMENDMENT TO CONSTITUTION	
4 APPROVAL TO ISSUE OPTIONS TO FIRST PLACEMENT PARTICIPANTS			17	APPROVAL TO ISSUE OPTIONS TO GAM	
5 APPROVAL TO ISSUE OPTIONS			18	RATIFICATION OF PRIOR ISSUE OF SHARES TO ELK POINT MINERALS UNDER LISTING RULE 7.1	
6 RATIFICATION OF PRIOR ISSUE OF SHARES TO OBSIDIAN UNDER LISTING RULE 7.1	<u> </u>		19	RATIFICATION OF PRIOR ISSUE OF SHARES TO SECOND PLACEMENT PARTICIPANTS UNDER LISTING RULE 7.1A	
7 RATIFICATION OF PRIOR ISSUE OF SHARES TO MAX WEALTHY INTERNATIONAL UNDER LISTING RULE 7.1			20	APPROVAL TO ISSUE OPTIONS TO SECOND PLACEMENT PARTICIPANTS	1
8 APPROVAL TO ISSUE SHARES IN LIEU OF DIRECTORS' FEES – SHANTHAR PATHMANATHAN			21	CHANGE OF COMPANY NAME	
9 APPROVAL TO ISSUE SHARES IN LIEU OF DIRECTORS' FEES – NEIL STUART			22	APPROVAL TO ISSUE OPTIONS TO SOUTHERN CROSS FINANCIAL	
10 APPROVAL TO ISSUE SHARES IN LIEU OF DIRECTORS' FEES – FREDERICK FORNI			23	APPROVAL TO ISSUE OPTIONS TO RAJAT DEWAN	
11 APPROVAL TO ISSUE SHARES IN LIEU OF CONSULTANC' FEES – RAMESH CHAKRAPANI	´ 🗆 🗆		24	APPROVAL TO ISSUE OPTIONS TO AJAIB DHILLON	
12 APPROVAL TO INCREASE MAXIMUM SECURITIES UNDER THE COMPANY'S EMPLOYEE INCENTIVE SECURITIES PLAN			25	APPROVAL TO ISSUE OPTIONS TO PARADISE BAY INTERNATIONAL	
13 ISSUE OF PERFORMANCE RIGHTS TO DIRECTOR – SHANTHAR PATHMANATHAN			26	APPROVAL TO ISSUE OPTIONS TO GAM	
			27	APPROVAL TO ISSUE OPTIONS TO PARADISE BAY INTERNATIONAL	
Please note: If you mark the abstain box for a particular Re poll and your votes will not be counted in computing the re				g your proxy not to vote on that Resolution on a show of hands or on a	а
STEP 3 – Signatures and contact detai	<u>'</u>		,		
	15	_			
Individual or Securityholder 1		Secur	ityhold	er 2 Securityholder 3	٦
Sole Director and Sole Company Secretary  Director  Director / Company Secretary					
Contact Name					$\dashv$
					4
Email Address		<u> </u>			$\dashv$
				Date (DD/MM/M)	

By providing your email address, you elect to receive all of your communications despatched by the Company electronically (where legally permissible).