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## ENRG ELEMENTS LIMITED

ACN 149 230 811

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### NOTICE OF GENERAL MEETING

**The general meeting of ENRG Elements Limited will be held at 10:00am AWST on Wednesday, 21 January 2026 at 52 Ord Street, West Perth WA 6005**

*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 accountant, solicitor or other professional adviser prior to voting.*

*Shareholders may vote by directed proxy in lieu of attending the Meeting in person. Proxy Forms for the Meeting should be lodged before 10.00am (AWST) Monday, 19 January 2026.*

*Shareholders can also submit, and are encouraged to submit, any questions in advance of the Meeting by emailing the questions to [info@enrg-elements.com](mailto:info@enrg-elements.com) by no later than 10.00am (AWST) on Monday, 19 January 2026.*

***Should you wish to discuss any matter please do not hesitate to contact the Company by telephone on +61 8 6383 7888.***

# ENRG ELEMENTS LIMITED

ACN 149 230 811

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## NOTICE OF GENERAL MEETING

Notice is hereby given that the general meeting of Shareholders of ENRG Elements Limited (**Company**) will be held at 10.00am (AWST) on Wednesday, 21 January 2026 at 52 Ord Street, West Perth WA 6005 (**Meeting**).

The Explanatory Memorandum provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form, form part of this Notice.

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 as Shareholders on Monday, 19 January 2026 at 4.00pm (AWST).

The Company advises that a poll will be conducted for all Resolutions.

Terms and abbreviations used in this Notice and the Explanatory Memorandum will, unless the context requires otherwise, have the meaning given to them in Schedule 1.

## AGENDA

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### 1 RESOLUTION 1 – CHANGE OF COMPANY NAME

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

*"That, pursuant to and in accordance with section 157(1) of the Corporations Act and for all other purposes, Shareholders adopt Barys Resources Limited as the new name of the Company, effective on and from the date that ASIC alters the details of the Company's registration to reflect that new name on the terms and conditions in the Explanatory Memorandum, and all references in the Constitution to "ENRG Elements Limited" be amended to "Barys Resources Limited" to reflect the Company's new name."*

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### 2 RESOLUTION 2 – RATIFY THE ISSUE OF PLACEMENT SECURITIES UNDER LISTING RULE 7.1

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

*"That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of:*

(a) 211,411,264 Shares under Listing Rule 7.1; and

(b) 200,000,000 Options under Listing Rule 7.1,

*pursuant to the Placement on the terms and conditions in the Explanatory Memorandum."*

#### Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who participated in the Placement 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 that way; or
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairperson to vote on this Resolution as the Chairperson decides; or
- (c) a holder acting solely in a nominee, trustee 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.

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### 3 **RESOLUTION 3 – RATIFY THE ISSUE OF PLACEMENT SHARES UNDER LISTING RULE 7.1A**

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

*“That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of 188,588,736 Shares under Listing Rule 7.1A pursuant to the Placement on the terms and conditions in the Explanatory Memorandum.”*

#### **Voting Exclusion**

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who participated in the Placement 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 that way; or
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairperson to vote on this Resolution as the Chairperson 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.

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### 4 **RESOLUTION 4 – RATIFY THE ISSUE OF LEAD MANAGER OPTIONS UNDER LISTING RULE 7.1**

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

*"That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of 202,688,933 Options under Listing Rule 7.1 on the terms and conditions in the Explanatory Memorandum."*

#### **Voting Exclusion**

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who participated in the issue of the Lead Manager Options 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 that way; or
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairperson to vote on this Resolution as the Chairperson 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.

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## **5 RESOLUTION 5 – ISSUE OF DIRECTOR OPTIONS TO MR JIANDONG HE**

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

*"That, pursuant to and in accordance with Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act), section 208 of the Corporations Act, Listing Rules 10.14 and for all other purposes, Shareholders approve the issue of up to 40,000,000 Options under the Employee Incentive Plan to Mr Jiandong He (and/or his nominee(s)) on the terms and conditions set out in the Explanatory Memorandum."*

#### **Voting Exclusion**

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Jiandong He (and/or his nominee(s)) and each person referred to in Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Employee Incentive 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) the person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chairperson to vote on the Resolution as the Chairperson decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary providing 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 the Resolution; and
- (ii) the holder votes on the 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 Jiandong He 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 Jiandong He or his nominee(s) or any of his, or their, associates.

Further, in accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and:

- (a) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or
- (b) the person appointed as proxy is the Chair and the appointment of the Chair does not specify the way the proxy is to vote on this Resolution, but expressly authorises the Chair to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

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## **6 RESOLUTION 6 – ISSUE OF DIRECTOR OPTIONS TO MR PAUL INGRAM**

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

*"That, pursuant to and in accordance with Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act), section 208 of the Corporations Act, Listing Rules 10.14 and for all other purposes, Shareholders approve the issue of up to 174,000,000 Options under the Employee Incentive Plan to Mr Paul Ingram (and/or his nominee(s)) on the terms and conditions in the Explanatory Memorandum."*

### **Voting Exclusion**

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Paul Ingram (and/or his nominee(s)) and each person referred to in Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Employee Incentive 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) the person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chairperson to vote on the Resolution as the Chairperson decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary providing 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 the Resolution; and
- (ii) the holder votes on the 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 Paul Ingram 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 Paul Ingram or his nominee(s) or any of his, or their, associates.

Further, in accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and:

- (a) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or
- (b) the person appointed as proxy is the Chair and the appointment of the Chair does not specify the way the proxy is to vote on this Resolution, but expressly authorises the Chair to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

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## **7 RESOLUTION 7 – ISSUE OF DIRECTOR OPTIONS TO MR JOHN BOVARD**

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

*"That, pursuant to and in accordance with Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act), section 208 of the Corporations Act, Listing Rules 10.14 and for all other purposes, Shareholders approve the issue of up to 40,000,000 Options under the Employee Incentive Plan to Mr John Bovard (and/or his nominee(s)) on the terms and conditions in the Explanatory Memorandum."*

### **Voting Exclusion**

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr John Bovard (and/or his nominee(s)) and each person referred to in Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Employee Incentive 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) the person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chairperson to vote on the Resolution as the Chairperson decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary providing 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 the Resolution; and
- (ii) the holder votes on the 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 John Bovard 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 John Bovard or his nominee(s) or any of his, or their, associates.

Further, in accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and:

- (a) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or
- (b) the person appointed as proxy is the Chair and the appointment of the Chair does not specify the way the proxy is to vote on this Resolution, but expressly authorises the Chair to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

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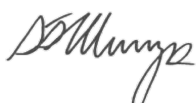
## **8 RESOLUTION 8 – SECTION 195 APPROVAL**

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

*"That, pursuant to and in accordance with subsection 195(4) of the Corporations Act and for all other purposes, Shareholders approve the transactions contemplated in Resolutions 5, 6 and 7."*

Dated: 14 December 2025

By order of the Board



Shaun Menezes  
Company Secretary

## **EXPLANATORY MEMORANDUM**

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### **1 INTRODUCTION**

This Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at 10.00am (AWST) on Wednesday, 21 January 2026 at 52 Ord Street, West Perth, WA 6005.

This Explanatory Memorandum forms part of the Notice which should be read in its entirety. This Explanatory Memorandum contains the terms and conditions on which the Resolutions will be voted upon.

This Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolutions:

Section 1	Introduction
Section 2	Action to be taken by Shareholders
Section 3	Background
Section 4	Resolution 1 – Change of Company Name
Section 5	Resolution 2 – Ratify the issue of Placement Securities under Listing Rule 7.1 and Placement Shares under Listing Rule 7.1A
Section 6	Resolution 4 – Ratify the issue of Lead Manager Options under Listing Rule 7.1
Section 7	Resolutions 5, 6 and 7 – Issue of Options to Directors
Section 8	Resolution 8 – Section 195 Approval
Schedule 1	Definitions
Schedule 2	Terms and conditions of the Director Options
Schedule 3	Terms and conditions of the Placement Options and Lead Manager Options
Schedule 4	Summary of the Employee Incentive Plan
Schedule 5	Valuation of Director Options

A Proxy Form is attached to the Notice.

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### **2 ACTION TO BE TAKEN BY SHAREHOLDERS**

Shareholders should read the Notice, including this Explanatory Memorandum, carefully before deciding how to vote on the Resolutions.

The Company advises that a poll will be conducted for all Resolutions.



## 2.1 Proxies

A Proxy Form is attached to the Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are invited and encouraged to participate in the Meeting (see details below) or, if they are unable to attend, sign and return the Proxy Form to the Company in accordance with the instructions detailed in the Proxy Form. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting (subject to the voting exclusions detailed in the Notice).

To vote by proxy, please complete and sign the enclosed Proxy Form and return it by:

(a) **post to:**

ENRG Elements Limited  
C/- Automic Registry Services  
GPO Box 5193  
Sydney NSW 2001;

(b) **online at:** <https://investor.automic.com.au/#/loginsah> using your secure access information or use your mobile device to scan your personalised QR code on the Proxy Form;

(c) **email to** [meetings@automicgroup.com.au](mailto:meetings@automicgroup.com.au),

so that it is received not later than 10.00am (AWST) on Monday, 19 January 2026, being at least 48 hours before the Meeting. Proxy Forms received later than this time will be invalid.

Please note that:

- (a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- (b) a proxy need not be a member of the Company; and
- (c) a member of the Company 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. Where the proportion or number is not specified, each proxy may exercise half of the votes.

If a Shareholder appoints a body corporate as its proxy and the body corporate wishes to appoint an individual as its representative, the body corporate should provide that person with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as that body corporate's representative. The authority may be sent to the Company or its share registry in advance of the Meeting or handed in at the Meeting when registering as a corporate representative.

## 2.2 Attendance at the Meeting

If you attend the Meeting, please bring your personalised Proxy Form with you to assist with registration and (if possible) arrive at the venue 15 to 30 minutes before the start of the Meeting. Representatives from the Company's share registry, Automic Registry Services, will verify your shareholding against the Company's share register and note your attendance. If you do not bring your Proxy Form with you, you will still be able to attend the Meeting but you will need to verify your identity.

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## 3 BACKGROUND

On 27 October 2025, the Company announced that it had issued:

- (a) 400,000,000 Shares (**Placement Shares**) at an issue price of \$0.001 per Share; and
- (b) 200,000,000 Options (**Placement Options**),

(together, **Placement Securities**) to raise \$400,000 (**Placement**). The Company offered investors one free attaching Placement Option for every two Placement Shares issued.

The Company undertook the Placement due to the significant number of applications and interest received in the Company's one for two renounceable entitlement offer at \$0.001 per Share to raise approximately \$1.6 million (before costs) with one free attaching option for every two new shares issued (**Entitlement Offer**). The Placement Shares and Placement Options were offered on the same terms and the securities issued under the Entitlement Offer.

The Placement Shares and the Placement Options were issued, without Shareholder approval, under the Company's existing capacity under Listing Rule 7.1 and 7.1A.

The Company intends to utilise the funds from the Entitlement Offer to:

- (a) evaluate, acquire and commence exploration on potential new projects with a gold focus in Central Asia; and
- (b) continue exploration on the Company's existing projects to maintain tenure.

Refer to the Company's announcement dated 27 October 2025 for further details regarding the Placement.

Mahe Capital Pty Ltd (ACN 634 087 684) acted as Lead Manager and Underwriter to the Entitlement Offer and advised the Company on the Placement (**Lead Manager**). The Company agreed to issue the Lead Manager 100 Options for every \$1 raised under the Entitlement Offer and Placement. In part consideration for the services provided by the Lead Manager with respect to the Placement and the Company's recently completed Entitlement Offer, the Company has issued, an aggregate of 202,688,933 Placement Options to the Lead Manager.

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## 4 RESOLUTION 1 – CHANGE OF COMPANY NAME

### 4.1 General

Section 157 of the Corporations Act provides that a company may change its name if the company passes a special resolution adopting a new name.

Resolution 1 seeks Shareholder approval for the change of name of the Company to Barys Resources Limited.

Resolution 1 is a special resolution and therefore requires approval of 75% of the votes cast by Shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a corporate Shareholder, by a corporate representative).

The change of name will take effect on the date that ASIC alters the details of the Company's registration. This change in name will not in itself, affect the legal status of the Company or any of its assets or liabilities.

The Company also proposes to change its ASX code from "EEL" to "BRY" to reflect this change. The Company has reserved the ASX code "BRY" with ASX.

A company may modify or repeal its constitution or a provision of its constitution by special resolution of Shareholders. Resolution 1 is a special resolution which will enable the Company to amend its existing Constitution (**Amended Constitution**) to amend all references in the Constitution from "ENRG Elements Limited" to "Barys Resources Limited" to reflect the Company's new name.

A copy of the Amended Constitution is available for review by Shareholders at the office of the Company. A copy of the Amended Constitution can also be sent to Shareholders upon request to the Company Secretary. Shareholders are invited to contact the Company if they have any queries or concerns.

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

### 4.2 Board Recommendation

The Board recommends that Shareholders vote in favour of Resolution 1.

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## **5 RESOLUTIONS 2 AND 3 – RATIFY THE ISSUE OF PLACEMENT SECURITIES UNDER LISTING RULE 7.1 AND PLACEMENT SHARES UNDER LISTING RULE 7.1A**

### **5.1 General**

Refer to Section 3 for details of the Placement.

Resolution 2 seeks Shareholder approval pursuant to Listing Rule 7.4 (and for all other purposes) to ratify the issue of 211,411,264 Shares and 200,000,000 Options using the Company's placement capacity under Listing Rule 7.1.

Resolution 3 seeks Shareholder approval pursuant to Listing Rule 7.4 (and for all other purposes) to ratify the issue of 188,588,736 Shares using the Company's placement capacity under Listing Rule 7.1A.

Resolutions 2 and 3 are ordinary resolutions.

The Chairperson intends to exercise all available undirected proxies in favour of Resolutions 2 and 3.

### **5.2 Listing Rule 7.1, Listing Rule 7.1A and Listing Rule 7.4**

Listing Rule 7.1 provides that the Company is entitled to issue or agree to issue Equity Securities up to 15% of its issued share capital through placements during any 12-month period, subject to specific restrictions, without needing prior Shareholder approval (**15% Placement Capacity**).

In addition to its 15% Placement Capacity, the Company obtained Shareholder approval pursuant to Listing Rule 7.1A at its 2025 annual general and special meeting of Shareholders in November 2025 (**2025 AGM**) to issue Equity Securities up to 10% of its issued share capital through placements over a 12-month period after the Company's 2025 AGM, without needing prior Shareholder approval (**10% Placement Capacity**).

Listing Rule 7.4 provides that if the Company in general meeting ratifies the previous issue of Equity Securities made pursuant to Listing Rule 7.1 or Listing Rule 7.1A (and provided that the previous issue did not breach Listing Rule 7.1 or Listing Rule 7.1A) those Equity Securities will be deemed to have been made with Shareholder approval for the purpose of Listing Rule 7.1 or Listing Rule 7.1A.

If Resolution 2 or 3 is passed, the Placement Securities will be excluded in calculating the Company's 15% Placement Capacity in Listing Rule 7.1 (for Resolution 2) and the 10% Placement Capacity in Listing Rule 7.1A (for Resolution 3), respectively, effectively increasing the number of Equity Securities the Company can issue without Shareholder approval over the 12-month period following the issue of the Placement Securities.

If Resolution 2 or 3 is not passed, the Placement Securities will be included in calculating the Company's 15% Placement Capacity in Listing Rule 7.1 (for Resolution 2) and the 10% Placement Capacity in Listing Rule 7.1A (for Resolution 3), respectively, effectively decreasing the number of Equity Securities the Company can issue without Shareholder approval over the 12-month period following the issue of the Placement Securities.

### **5.3 Specific information required by Listing Rule 7.5**

The following information in relation to Resolutions 2 and 3 is provided to Shareholders for the purposes of Listing Rule 7.5:

- (a) the Placement Securities were issued to new and existing professional and sophisticated investors who participated in the Placement, identified by the Lead Manager. No Placement Securities were issued to any related party, Key Management Personnel, substantial shareholders or advisors of the Company or an associate of one of those persons;
- (b) the Placement Securities comprise:
  - (i) the issue of 211,411,264 Shares and 200,000,000 Options pursuant to Listing Rule 7.1, ratification of which is sought pursuant to Resolution 2 and;

- (ii) the issue of 188,588,736 Shares pursuant to Listing Rule 7.1A, ratification of which is sought pursuant to Resolution 3;
- (c) the Placement Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue. The Placement Options were issued with an exercise price of \$0.002 with an expiry date of 24 October 2029. The terms and conditions of the Placement Options are detailed in Schedule 3;
- (d) the Placement Shares were issued on 27 October 2025 and the Placement Options were issued on 11 November 2025;
- (e) the Placement Shares were issued at an issue price of \$0.001 per Placement Share, raising \$400,000;
- (f) funds raised from the issue of the Placement Shares are intended to be used as detailed in Section 3;
- (g) the Placement Shares were issued pursuant to subscription letters under the placement investors subscribed for the Placement Securities; and
- (h) a voting exclusion statement is included in this Notice for Resolutions 2 and 3.

#### **5.4 Board Recommendation**

The Board recommends that Shareholders vote in favour of Resolution 2 and 3.

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## **6 RESOLUTION 4 – RATIFY THE ISSUE OF LEAD MANAGER OPTIONS UNDER LISTING RULE 7.1**

### **6.1 General**

Mahe Capital Pty Ltd acted as Lead Manager and Underwriter to the Entitlement Offer and advised the Company on the Placement. On 27 October 2025, the Company issued 202,688,933 Options to the Lead Manager (**Lead Manager Options**) as part consideration for acting as Lead Manager and Underwriter to the Entitlement Offer and advising the Company on the Placement.

The Lead Manager Options each have an exercise price of \$0.002 and expire on 24 October 2029. The terms and conditions of the Lead Manager Options are detailed in Schedule 3.

Refer to Section 3 for details of the Placement.

Resolution 4 seeks Shareholder approval pursuant to Listing Rule 7.4 (and for all other purposes) to ratify the issue of the Lead Manager Options using the Company's 15% Placement Capacity under Listing Rule 7.1.

Resolution 4 is an ordinary resolution.

The Chairperson intends to exercise all available undirected proxies in favour of Resolution 4.

### **6.2 Listing Rule 7.1 and 7.4**

Refer to Section 5.2 for a summary of Listing Rules 7.1 and 7.4.

If Resolution 4 is passed, the Lead Manager Options will be excluded in calculating the Company's 15% Placement Capacity 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 issue of the Lead Manager Options.

If Resolution 4 is not passed, the Lead Manager Options will be included in calculating the Company's 15% Placement Capacity in Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue without Shareholder approval over the 12-month period following the issue of the Lead Manager Options.

### 6.3 Specific information required by Listing Rule 7.5

The following information in relation to Resolution 4 is provided to Shareholders for the purposes of Listing Rule 7.5:

- (a) the Lead Manager Options were issued to Mahe Capital Pty Ltd;
- (b) the Company issued 202,688,933 Options;
- (c) the Lead Manager Options have an exercise price of \$0.002 and expire on 24 October 2029. The terms and conditions of the Lead Manager Options are detailed in Schedule 3;
- (d) the Lead Manager Options were issued with an exercise price of \$0.002 with an expiry date of 24 October 2029. The terms and conditions of the Placement Options are detailed in;
- (e) the Lead Manager Options were issued on 11 November 2025;
- (f) the Lead Manager Options were issued for nil cash consideration as part consideration for the Lead Manager providing services to the Company in connection with the Entitlement Offer and Placement;
- (g) the Company entered into a mandate with the Lead Manager pursuant to which Mahe Capital Pty Ltd agreed to act as lead manager and underwriter to the Entitlement Offer. The Lead Manager also agreed to advise the Company in relation to the Placement. The material terms of the mandate are detailed in Section 3; and
- (h) a voting exclusion statement is included in this Notice for Resolution 4.

### 6.4 Board Recommendation

The Board recommends that Shareholders vote in favour of Resolution 4.

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## 7 RESOLUTIONS 5, 6 AND 7 – ISSUE OF OPTIONS TO DIRECTORS

### 7.1 General

Resolutions 5, 6 and 7 seek Shareholder approval pursuant to and in accordance with Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act), section 208 of the Corporations Act and Listing Rule 10.14 and for all other purposes for the issue of up to:

- (a) 40,000,000 Options to Mr Jiandong He (and/or his nominee(s)), who is the Company's Non-Executive Chairman, under the Employee Incentive Plan pursuant to Resolution 5;
- (b) 174,000,000 Options to Mr Paul Ingram (and/or his nominee(s)), who is the Company's Executive Deputy Chairman and Managing Director, under the Employee Incentive Plan pursuant to Resolution 6; and
- (c) 40,000,000 Options to Mr John Bovard (and/or his nominee(s)), who is the Company's Non-Executive Director, under the Employee Incentive Plan pursuant to Resolution 7,

(together, the **Director Options**).

The Company will issue the Director Options to Messrs Jiandong He, Paul Ingram and John Bovard (**Participating Parties**) to incentivise their continued performance in their respective roles as part of their remuneration package. The issue of Director Options under the Employee Incentive Plan is consistent with the strategic goals and targets of the Company and allows the Company to conserve the Company's available cash reserves.

The Director Options are to be issued under the Employee Incentive Plan (refer Schedule 4 for a summary of the Employee Incentive Plan) and in accordance with the terms and conditions of the Director Options (as detailed in Schedule 2).

Resolutions 5, 6 and 7 are ordinary resolutions.

The Chairperson intends to exercise all available undirected proxies in favour of Resolutions 5, 6 and 7.

If the Chairperson is appointed as your proxy and you have not specified the way the Chairperson is to vote on any one or more of Resolutions 5, 6 and 7, by returning the Proxy Form, you are considered to have provided the Chairperson with an express authorisation for the Chairperson to vote the proxy in accordance with the Chairperson's intention, even though the Resolutions are connected directly or indirectly with the remuneration of members of the Key Management Personnel.

## **7.2 Chapter 2E of the Corporations Act**

Chapter 2E of the Corporations Act requires that for a public company to give a financial benefit to a related party of the public company, the public company must:

- (a) obtain the approval of the public company's members in the manner in sections 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception in sections 210 to 216 of the Corporations Act.

The issue of the Director Options (and their exercise into Shares) constitutes giving a financial benefit as the Participating Parties are related parties of the Company by virtue of being Directors.

The Board is unable to form a quorum to consider whether one of the exceptions detailed in sections 210 to 216 of the Corporations Act applies to issue the Director Options to the Participating Parties (and/or their respective nominee(s)) due to the Directors having an interest in the outcome of Resolutions 5, 6 and 7. Accordingly, the Board has determined to seek Shareholder approval pursuant to section 208 of the Corporations Act.

## **7.3 Section 200B of the Corporations Act**

The Corporations Act restricts the benefits which can be given to a person in connection with that person's or someone else's retirement from an office, or position of employment, in the Company or its related bodies corporate if the office or position is a managerial or executive office (as defined in the Corporations Act), or if the retiree held such a managerial or executive office at any time during the last three years.

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.

The term "benefit" is open to a potentially wide interpretation and may include automatic, or accelerated, vesting of share-based payments 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 a result of, retirement from their position of employment in a company.

The benefits for which approvals are being sought under Resolutions 5, 6 and 7 include benefits that may result from the Board exercising the discretions conferred under the terms of the Employee Incentive Plan and the terms and conditions of the Director Options. The circumstances in which the early vesting of some or all of the Director Options may be permitted at the Board's discretion could include, without limitation, in connection with a Change of Control event.

The Company is therefore seeking Shareholder approval under section 200B of the Corporations Act for the exercise of the Board's discretion in relation to termination benefits (if any) that may be awarded to the Directors (and/or their respective nominee(s)) pursuant to Resolutions 5, 6 and 7 under the Employee Incentive Plan and the terms and conditions of the Director Options and does not of itself, guarantee that the Participating Parties (and/or their respective nominee(s)) will receive such termination benefits.

## 7.4 Section 200E of the Corporations Act

The following information in relation to Resolutions 5, 6 and 7 is provided to Shareholders for the purposes of section 200E of the Corporations Act:

- (a) the amount or value of the termination benefits that may be given to the Participating Parties (and/or their respective nominee(s)) pursuant to Resolutions 5, 6 and 7 which may arise in connection with their retirement from a managerial or executive office cannot presently be ascertained. However, matters, events and circumstances that will, or are likely to affect the calculation of that amount or value include:
  - (i) the circumstances of, or reasons for the relevant Director, ceasing employment or engagement with the Company or its related bodies corporate and the extent to which that Director served the applicable notice period;
  - (ii) the length of service with the Company or its related bodies corporate and performance over that period of time;
  - (iii) the number of Director Options held prior to the relevant Director ceasing employment or engagement with the Company or its related bodies corporate;
  - (iv) the outstanding conditions (if any) of vesting and exercise of the Director Options and the number that the Board determines to (or which automatically) vest, lapse or leave on foot;
  - (v) any applicable performance measures and the achievement of such measures (and the personal performance and contributions of the relevant Director);
  - (vi) the portion of any relevant performance periods for the Director Options that have expired at the time the relevant Director ceases employment or engagement;
  - (vii) the length of any restriction period during which Shares issued, or to be issued, following vesting of Director Options may not be transferred, and any waiver of such restriction period;
  - (viii) any other factors that the Board determines to be relevant when exercising its discretion to provide the potential termination benefits to a Director;
  - (ix) any changes in law between the date the Company or any of its related bodies corporate enter or entered into an agreement with the relevant Director and the date that Director ceases employment or engagement;
  - (x) the market price of the Shares on ASX at the relevant time when the amount or value of any Director Options is determined, and the terms of those Director Options (including performance conditions) (if the Company is admitted on the official list of ASX at the relevant time); and
  - (xi) the risk free rate of return in Australia and the estimated volatility of the Shares on ASX at the relevant time (if the Company is admitted on the official list of ASX at the relevant time); and
- (b) the Company will calculate the value of the benefit at the relevant time based on the above factors and using the Black-Scholes valuation model where applicable.

Other than the information above and otherwise set out in the Notice, the Board believes that there is no other information that would be reasonably required by Shareholders to pass Resolutions 5, 6 and 7.

## 7.5 Listing Rule 10.14

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 Director Options to the Participating Parties falls within Listing Rule 10.14.1 above as they are all Directors and therefore requires the approval of the Shareholders under Listing Rule 10.14.

If Resolutions 5, 6 or 7 are passed, the Company will be able to proceed with the issue of the Director Options to the Participating Parties (and/or their respective nominee(s)). Approval pursuant to Listing Rule 7.1 will not be required as approval is being obtained under Listing Rule 10.14 (exception 14 under Listing Rule 7.2). Accordingly, if Resolutions 5, 6 and 7 are passed, the issue of the Director Options (and Shares issued on exercise of the Director Options) will not be included in calculating the Company's 15% Placement Capacity under Listing Rule 7.1.

If Resolutions 5, 6 or 7 are not passed, the Company will not be able to proceed with the issue of the Director Options to the Participating Parties (and/or their respective nominee(s)). The Company will therefore be required to make alternative arrangements to incentivise the Participating Parties continued performance in their respective roles as part of their remuneration package.

## 7.6 Specific information required by Listing Rule 10.15 and section 219 of the Corporations Act

The following information in relation to Resolutions 5, 6 and 7 is provided to Shareholders for the purposes of Listing Rule 10.15 and section 219 of the Corporations Act:

- (a) The Director Options will be granted to Messrs Jiandong He, Paul Ingram and John Bovard (and/or their respective nominee(s)).
- (b) The Participating Parties fall within Listing Rule 10.14.1 as they are related parties of the Company by virtue of being Directors.
- (c) The maximum number of Director Options to be issued under Resolutions 5, 6 and 7 are as follows:

Director	Resolution	Director Options
Jiandong He (and/or his nominees)	Resolution 5	40,000,000
Paul Ingram (and/or his nominees)	Resolution 6	174,000,000
John Bovard (and/or his nominees)	Resolution 7	40,000,000
<b>Total</b>		<b>254,000,000</b>

- (d) The Participating Parties FY25 maximum remuneration package is detailed below:

Director	FY25 Remuneration (A\$)
Jiandong He <sup>1</sup> .	\$1,600
Paul Ingram <sup>2</sup> .	\$31,000
John Bovard <sup>3</sup> .	\$1,600
<b>Total</b>	<b>\$34,200</b>

<sup>1</sup>. Mr He was appointed on 12 June 2025. His annual director's fee is \$48,000 per annum.



- <sup>2</sup>. Mr Ingram was appointed on 9 April 2025. His annual director's fee is \$336,000 per annum.  
<sup>3</sup>. Mr Bovard was appointed on 12 June 2025. His annual director's fee is \$48,000 per annum.

- (e) The Participating Parties have not previously been issued securities in the Company pursuant to the Employee Incentive Plan.
- (f) The Director Options are exercisable at \$0.002 per Option and expire 4 years from the date of issue. A summary of the terms and conditions of the Director Options is detailed in Schedule 2. The Company considers the issue of the Director Options to be a cost effective and efficient reward for the Company to appropriately incentivise the continued performance of the Participating Parties as part of their remuneration package and allows the Company to conserve its available cash reserves.
- (g) The estimated value of the financial benefits provided to the Participating Parties is as follows:

Director	Value of Director Options (\$)
Jiandong He	\$23,669
Paul Ingram	\$102,962
John Bovard	\$23,669
<b>Total</b>	<b>\$150,300</b>

The value of the Director Options and pricing methodology is set out in Schedule 5.

- (h) The Company will issue the Director Options to the Participating Parties (and/or their respective nominee(s)) as soon as possible but no later than three years have the date of the Meeting.
- (i) No funds will be raised from the grant of the Director Options to the Participating Parties (and/or their respective nominee(s)).
- (j) No loan has been or will be given to the Participating Parties in relation to the grant of Director Options.
- (k) The Director Options will be granted to the Participating Parties (and/or their respective nominee(s)) under the Employee Incentive Plan, a summary of which is detailed in Schedule 4.
- (l) As at the date of the Notice, the Participating Parties hold the following interests in the Company's securities:

Director	Shares	Options <sup>1</sup>	Performance Rights
Mr Jiandong He	995,000,000	242,500,000	-
Mr Paul Ingram	-	-	-
Mr John Bovard	-	-	-

Note: This does not include the Directors Options proposed to be issued under Resolutions 5, 6 and 7.

- (m) The Director Options to be issued to the Participating Parties (and/or their respective nominee(s)) will result in a dilution of all other Shareholders' holdings in the Company of 4.8% based on issued Shares as at the date of the Notice and 3.9% on a fully diluted basis.
- (n) The historical quoted price information for Shares for the last twelve months is as follows:

Shares	Price	Date
Highest	\$0.002	23 July 2025
Lowest	\$0.001	8 December 2025
Last	\$0.001	11 December 2025

- (o) Mr Jiandong He has an interest in Resolution 5 and, therefore, believes it inappropriate to make a recommendation.
- (p) Mr Paul Ingram has an interest in Resolution 6 and, therefore, believes it inappropriate to make a recommendation.
- (q) Mr John Bovard has an interest in Resolution 7 and, therefore, believes it inappropriate to make a recommendation.
- (r) The Company notes that:
  - (i) details of any Equity Securities issued under the Employee Incentive 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 Employee Incentive Plan after the resolution is approved and who were not named in the notice of meeting will not participate until approval is obtained under that rule.
- (s) The Board does not consider that there are any significant opportunity costs to the Company or benefits forgone by the Company in issuing the Director Options to the Participating Parties (and/or their respective nominee(s)), on the terms proposed.
- (t) Voting exclusion statements are included in the Notice for Resolutions 5, 6 and 7.
- (u) The Board is not aware of any other information that would be reasonably required by Shareholders to allow them to make a decision whether it is in the best interests of the Company to pass Resolutions 5, 6 and 7.

## 7.7 Board Recommendation

The Board declines to make a recommendation to Shareholders in relation to Resolutions 5, 6 and 7 due to their personal interests in the outcome of the Resolutions.

## 8 RESOLUTION 8 – SECTION 195 APPROVAL

In accordance with section 195 of the Corporations Act, a director of a public company may not vote or be present during meetings of directors when matters in which that director holds "material personal interest" are being considered.

The Directors may have a material personal interest in the outcome of Resolutions 5, 6 and 7.

In the absence of Resolution 8, the Directors may not be able to form a quorum at Directors' meetings necessary to carry out the terms of Resolutions 5, 6 and 7.

The Directors accordingly exercise their right under section 195(4) of the Corporations Act to put the issue to Shareholders to resolve.

Resolution 8 is an ordinary resolution.

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

## Schedule 1

### Definitions

In the Notice and this Explanatory Memorandum, words importing the singular include the plural and vice versa.

**\$** means Australian Dollars.

**10% Placement Capacity** has the meaning given in Section 5.2.

**15% Placement Capacity** has the meaning given in Section 5.2.

**2025 AGM** has the meaning given in Section 5.2.

**Amended Constitution** has the meaning given in Section 4.1.

**ASX** means ASX Limited (ACN 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX.

**AWST** means Australian Western Standard Time.

**Board** means the board of Directors of the Company.

**Business Day** means a day on which banks are open for business in Perth, Western Australia excluding a Saturday, Sunday or public holiday in that location.

**Chairperson** means the person appointed to chair the Meeting, or any part of the Meeting, convened by the Notice.

**Closely Related Party** has the meaning given in section 9 of the Corporations Act.

**Company** means ENRG Elements Limited ACN 149 230 811.

**Constitution** means the constitution of the Company as amended from time to time.

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

**Director** means a director of the Company.

**Director Options** has the meaning given in Section 7.1.

**Entitlement Offer** has the meaning given in Section 3.

**Employee Incentive Plan** means the employee incentive plan approved by Shareholders on 19 November 2025.

**Equity Securities** has the meaning given in the Listing Rules.

**Explanatory Memorandum** means the explanatory memorandum which forms part of the Notice.

**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.

**Lead Manager** has the meaning given in Section 3.

**Lead Manager Options** has the meaning given in Section 6.1.

**Listing Rules** means the listing rules of ASX.

**Meeting** has the meaning in the introductory paragraph of the Notice.

**New Securities** means a new Share and a new Option.

**Notice** means the notice of meeting which comprises of the notice, agenda, Explanatory Memorandum and Proxy Form.

**Option** means an option which entitles the holder to subscribe for a Share.

**Participating Parties** has the meaning given in Section 7.1.

**Performance Rights** means a right to acquire a Share.

**Placement** has the meaning given in Section 3.

**Placement Options** has the meaning given in Section 3.

**Placement Securities** has the meaning given in Section 3.

**Placement Shares** has the meaning given in Section 3.

**Proxy Form** means the proxy form attached to the Notice.

**Resolution** means a resolution detailed in the Notice.

**Schedule** means a schedule to this Explanatory Memorandum.

**Section** means a section of this Explanatory Memorandum.

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

**Shareholder** means a holder of one or more Shares in the Company.

## Schedule 2

### Terms and conditions of the Director Options

The following terms and conditions apply to the Director Options:

- (a) Each Director Option entitles the holder to subscribe for one Share upon exercise of the Director Option. The exercise price for each Director Option is \$0.002 (**Exercise Price**).
- (b) The Director Options are exercisable at any time on or from the date of issue until the Expiry Date, which will be four years from the date of issue (**Exercise Period**).
- (c) The Director Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Director Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Director Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.
- (d) A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Director Option being exercised in cleared funds (**Exercise Date**).
- (e) Within 5 Business Days after the later of the following:

- (i) the Exercise Date; and
- (ii) when excluded information in respect to the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information,

but in any case no later than 5 Business Days after the Exercise Date, the Company will:

- (iii) issue the number of Shares required under these terms and conditions in respect of the number of Director Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (iv) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
- (v) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Director Options.

If the Company is required but unable to give ASX a notice under paragraph (e)(iv), or such a notice 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.

- (f) Shares issued on exercise of the Director Options rank equally with the then issued shares of the Company.
- (g) If at any time the issued capital of the Company is reconstructed, all rights of a Director Option holder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.
- (h) There are no participation rights or entitlements inherent in the Director Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Director Options without exercising the Director Options.
- (i) A Director Option does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the Listing Rules where such rights cannot be excluded by these terms.

- (j) A Director 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.
- (k) The Director Options are transferable with the prior written consent of the Company (which may be withheld at the Company's sole discretion), subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.
- (l) Despite any other term, the Director Options may not be exercised if such exercise would cause the holder to breach the Corporations Act or the ASX Listing Rules (including, without limitation, Chapter 6 of the Corporations Act). The Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Director Options.
- (m) The Director Options are issued pursuant to and are subject to the Plan. In the event of conflict between a provision of these terms and conditions and the Plan, these terms and conditions prevail to the extent of that conflict.
- (n) Upon the issue of the Shares on exercise of the Director Options, the holder will be bound by the Company's Constitution.

### Schedule 3

#### Terms and conditions of the Placement Options and Lead Manager Options

The following terms and conditions apply to the Placement Options and Lead Manager Options:

(a) **Entitlement**

Each Option entitles the holder (**Holder**) to subscribe for one Share upon exercise.

(b) **Exercise Price and Expiry Date**

The exercise price of each Option is \$0.002 (**Exercise Price**).

Each Option will expire on 24 October 2029 (**Expiry Date**).

(c) **Exercise Period**

Each Option may be exercised at any time prior to the Expiry Date (**Exercise Period**). Any Option unexercised within the Exercise Period will automatically lapse.

(d) **Notice of Exercise**

(i) The Options may be exercised by notice in writing to the Company in the manner specified by the Company (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by cheque or electronic funds or other means of payment acceptable to the Company.

(ii) The Options may be exercised by the Holder in whole or in part. The Notice of Exercise must state the number of Options exercised, the consequent number of Shares to be issued and the identity of the proposed allottee.

(iii) A Notice of Exercise is only effective on and from the latter of the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds.

(e) **Shares issued on exercise**

Shares issued on exercise of the Options rank equally with the existing Shares on issue and will be free of all encumbrances, liens and third party interests.

(f) **Minimum Exercise Price**

The Options must be exercised in multiples of one thousand (1,000) unless fewer than one thousand (1,000) Options are held by a Holder.

(g) **Quotation of Shares**

If admitted to the official list of ASX at the time, the Company will apply to ASX for quotation of the Shares issued upon the exercise of the Options.

(h) **Timing of issue of Shares and quotation of Shares on exercise**

Within five (5) Business Days after receipt of a Notice of Exercise given in accordance with these terms and conditions and payment of the Exercise Price for each Option being exercised:

(i) issue the Shares pursuant to the exercise of the Options; and

(ii) apply for Official Quotation of the Shares issued pursuant to the exercise of the Options.

(i) **Participation in new issues**

A Holder who holds Options is not entitled to:

- (i) notice of, or to vote or attend at, a meeting of Shareholders;
- (ii) receive any dividends declared by the Company; and
- (iii) participate in any new issues of securities offered to Shareholders during the term of the Options,

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

**(j) Adjustment for bonus issue of Shares**

If the Company makes a bonus issue of Shares or securities to eligible Shareholders (other than an issue in lieu of, or in satisfaction of, dividends or by way of dividend reinvestment):

- (i) the number of Shares which must be issued on exercise of an Option will be increased by the number of Shares which the Holder would have received if the Holder had exercised the New Option before the record date for the bonus issue; and
- (ii) no change will be made to the Exercise Price.

**(k) Adjustment for rights issue**

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.

**(l) Adjustment for reorganisation**

- (i) Subject to any applicable laws, the number of Options held by a Holder may, in the sole and absolute discretion of the Board, be determined to be such number as is appropriate and so that the Holder does not suffer any material detriment following any variation in the share capital of the Company arising from:
  - (A) a reduction, subdivision or consolidation of share capital;
  - (B) a reorganisation of share capital;
  - (C) a distribution of assets in specie;
  - (D) the payment of a dividend, otherwise than in the ordinary course, of an amount substantially in excess of the Company's normal distribution policy; or
  - (E) any issue of ordinary shares or other equity securities or instruments which convert into ordinary shares by way of capitalisation of profits or reserves.
- (ii) Upon any adjustment being made, the Board will notify each Holder (or the Holder's personal representative, where applicable) in writing, informing them of the number of Options held by the relevant Holder.
- (iii) If there is any reorganisation of the issued share capital of the Company, the terms of Options and the rights of the Holder who holds such Options will be varied, including an adjustment to the number of Options and/or the Exercise Price applicable to the Options, in accordance with the applicable laws and regulations that apply at the time of the reorganisation.

**(m) Quotation of Options**

The Company intends to apply to the ASX for quotation of the Options but the issue of the Options is not conditional upon quotation being granted. Subject to satisfying the ASX requirements for quotation as an additional class and subject to ASX granting quotation, the Options would be quoted on the ASX. If the ASX requirements are not satisfied, then the Options will not be quoted on the ASX.



If quotation of the Options is not granted, the Options will not be tradeable on the ASX.

(n) **Options transferability**

Subject to quotation being granted, the Options are transferable at any time before the Expiry Date (subject to compliance with the Corporations Act and the Listing Rules).

## Schedule 4

### Summary of the Employee Incentive Plan

The material terms of the Employee Incentive Plan (**Plan**) are summarised below.

#### 1 Definitions

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For the purposes of the Plan:

- (a) **Agreed Leaver** means a Participant who ceases to be an Eligible Participant in any of the following circumstances:
  - (i) the Participant and Board have agreed in writing that the Participant has entered into bona fide retirement;
  - (ii) the Participant and the Board have agreed in writing that the Participant's role has been made redundant;
  - (iii) the Board has determined that:
    - (A) Special Circumstances apply to the Participant; or
    - (B) the Participant is no longer able to perform their duties under their engagement or employment arrangements with the Company due to poor health, injury or disability;
  - (iv) the Participant's death; or
  - (v) any other circumstance determined by the Board in writing.
- (b) **Allocated Share** means a Share issued, transferred or allocated directly, pursuant to an Offer under the Plan (but excluding, for the avoidance of doubt, Shares issued, transferred or allocated:
  - (i) pursuant to the exercise of an Option; or
  - (ii) pursuant to the conversion of a Performance Right,under the Plan).
- (c) **Change of Control Event** means:
  - (i) the Company announces that its Shareholders have at a Court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a scheme of arrangement for the purposes of a corporate restructure (including change of domicile, or any reconstruction, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the Court, by order, approves the scheme of arrangement;
  - (ii) a Takeover Bid:
    - (A) is announced;
    - (B) has become unconditional; and
    - (C) the person making the Takeover Bid has a Relevant Interest in fifty percent (50%) or more of the issued Shares; or
  - (iii) the announcement by the Company that a sale or transfer (in one transaction or a series of related transactions) of the whole or substantially the whole of the undertaking and business of the Company has been completed.
- (d) **Director** means a Director of the Company, or any member of the Group.

- (e) **Eligible Participant** means:
  - (i) Directors and Employees who are determined by the Board in its sole and absolute discretion to be eligible to receive grants of Employee Incentives; or
  - (ii) any other person who is determined by the Board in its sole and absolute discretion to be eligible to receive grants of Employee Incentives.
- (f) **Employee** means any employee, consultant or contractor of the Company, or any member of the Group.
- (g) **Employee Incentive** means any:
  - (i) Share, Option or Performance Right granted, issued or transferred; or
  - (ii) Share(s) issued pursuant to the exercise of an Option or conversion of a Performance Right,
 under the Plan.
- (h) **Employee Share Scheme** has the meaning given to that term in the Corporations Act.
- (i) **ESS Interest** has the meaning given to that term in the Corporations Act.
- (j) **Group** means the Company and its associated entities (including subsidiaries).
- (k) **Non-Agreed Leaver** means a Participant who ceases to be an Eligible Participant and:
  - (i) does not meet the Agreed Leaver criteria; or
  - (ii) meets the Agreed Leaver criteria but the Board has determined in writing that they be treated as a Non-Agreed Leaver.
- (l) **Offer** means an offer to an Eligible Participant, in the prescribed form, to apply for the grant of Employee Incentives under the Plan.
- (m) **Participant** means:
  - (i) an Eligible Participant who has been granted Employee Incentives under the Plan; or
  - (ii) where an Eligible Participant has made a nomination:
    - (A) the Eligible Participant; or
    - (B) the nominee of the Eligible Participant who has been granted Employee Incentives under the Plan,
 as the context requires.
- (n) **Performance Period** means the period in which the Vesting Conditions must be satisfied in respect of an Employee Incentive.
- (o) **Special Circumstances** means any of the following:
  - (i) the death of the Participant; or
  - (ii) the total and permanent disablement of the Participant such that the Participant is unlikely ever to engage in any occupation for which the Participant is reasonably qualified by education, training or experience.
- (p) **Vesting Conditions** means any condition(s) (as specified in the Offer and determined by the Board in its sole and absolute discretion) which must be satisfied or waived in order for Employee Incentives to vest in accordance with their terms.

## 2 Participation

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- (a) The Board may from time to time in its sole and absolute discretion determine that an Eligible Participant may participate in the Plan.
- (b) Following determination that an Eligible Participant may participate in the Plan, the Board may at any time, and from time to time, make an Offer to the Eligible Participant.

## 3 Maximum Allocation

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The maximum number of Employee Incentives that may be granted pursuant to the Plan must not at any time exceed 10% of the total number of Shares on issue (**Maximum Allocation**) and:

- (a) in respect of an Offer of Employee Incentives for monetary consideration, an Offer of Employee Incentives may only be made if the Company reasonably believes that:
  - (i) the total number of Shares that may be issued comprising the Employee Incentives (including upon exercise or conversion of Options or Performance Rights); and
  - (ii) the total number of Shares that have been issued, or may be issued, comprising:
    - (A) Employee Incentives (including upon exercise or conversion of Options or Performance Rights) issued, or which may be issued, under Offers that were both received in Australia and made in connection with the Plan; and
    - (B) ESS Interests (including upon exercise or conversion of ESS Interests) issued, or which may be issued, under offers that were both received in Australia and made in connection with any Employee Share Scheme other than the Plan,

(in aggregate, and whether offered for monetary consideration or no monetary consideration) during the previous three (3) years ending on the day the proposed Offer is made,

does not exceed 5% of the total number of Shares on issue as at the start of the day on which the proposed Offer is made (or if the Constitution specifies an issue cap percentage, that percentage); and
- (b) in respect of an Offer of Employee Incentives for no monetary consideration:
  - (i) the Maximum Allocation must not be exceeded; and
  - (ii) such Offer must not cause the limit referred to under item 3(a) above to be exceeded.

For the avoidance of doubt, where an Employee Incentive lapses without being exercised, the Employee Incentive concerned shall be excluded from any calculation described under item 3.

The Maximum Allocation may be increased by Board resolution.

## 4 Nominee

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Unless expressly permitted in the Offer or by the Board, an Eligible Participant may only submit an Application in the Eligible Participant's name and not on behalf of any other person.

If an Eligible Participant is permitted in the Offer or by the Board, the Eligible Participant may nominate certain related persons or entities (each, a **Nominee**) to be issued the Employee Incentives the subject of the Offer.

## **5 Employee Share Trust**

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The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Shares for Participants under the Plan and delivering Shares to Participants for an issue of Shares upon exercise of the Options or the vesting of a Performance Right or otherwise.

## **6 Vesting Conditions**

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The Board may at its sole discretion determine the Vesting Conditions which will apply to any Employee Incentives. The Vesting Conditions will specify the criteria that the Eligible Participant is required to meet in the specified Performance Period (if any) in order to exercise Options or for Performance Rights to vest to become entitled to receive Shares under the Plan.

The Board may vary the Vesting Conditions and/or the Performance Period after the grant of those Employee Incentives, subject to:

- (a) the Company complying with any applicable laws;
- (b) the Vesting Conditions and/or the Performance Period as varied being no less favourable to the Participant than the terms upon which the Employee Incentives were originally granted; and
- (c) the Board promptly notifying a Participant of any such variation.

The Board will determine in its sole discretion whether (and, where applicable, to what extent) the Participant has satisfied the Vesting Conditions applicable to the relevant Performance Period.

Where Employee Incentives have not satisfied the Vesting Conditions within the Performance Period, those Employee Incentives will automatically lapse.

## **7 Cash settlement**

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Notwithstanding any other provision of the Plan, the Board may (in its absolute discretion) make one or more Offers of Options or Performance Rights on terms and conditions which provide that the Board has the absolute discretion to determine whether, upon exercise of any such Options or conversion of any such Performance Rights, instead of Shares being issued to be held by or on behalf of the Eligible Participant, a cash payment will instead be made to the Eligible Participant (or its Nominee, where applicable), with the methodology for determining the amount of that payment being specified in the terms and conditions of those Options or Performance Rights, as determined by the Board.

The terms of Options or Performance Rights the subject of an Offer described under item 7 above may also (in the Board's absolute discretion) provide for the Company to deduct from the cash payment referred to in that item an amount on account of one or more of the following:

- (a) any applicable tax the Company is required to withhold (or otherwise deduct) in connection with such cash payment;
- (b) any superannuation or pension amount the Company is required to pay in connection with such cash payment; and
- (c) any Exercise Price (to the extent not already paid) relating to any relevant Options being exercised (if any).

## 8 Cashless Exercise

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The terms of any Options may provide that a Participant may elect to pay the exercise price for each Option by setting off the total exercise price against the number of Shares which they are entitled to receive upon exercise (**Cashless Exercise Facility**). By using the Cashless Exercise Facility, the Participant will receive Shares to the value of the surplus after the exercise price has been set off.

## 9 Lapsing of Employee Incentives

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Subject to the "Agreed Leaver" provisions below or the Board deciding otherwise, a Participant's Employee Incentives shall automatically lapse and be cancelled for no consideration on the earliest to occur of the following:

- (a) where the Participant is a Non-Agreed Leaver, upon the occurrence of a lapsing event in accordance with item 11 below;
- (b) where item 12 below applies;
- (c) if the applicable vesting conditions are not achieved by the end of the relevant performance period;
- (d) if the Board determines in its reasonable opinion that the applicable vesting conditions have not been met or cannot be met prior to the expiry date of the Employee Incentive or the end of the relevant performance period (as applicable);
- (e) the expiry date of the Employee Incentive;
- (f) the receipt by the Company of notice from the Participant that the Participant has elected to surrender the Employee Incentives; or
- (g) any other circumstances specified in any Offer letter pursuant to which the Employee Incentives were issued.

## 10 Agreed Leaver

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- (a) Subject to item 10(b) below, where a Participant who holds Employee Incentives becomes an Agreed Leaver:
  - (i) all vested and (subject to item 10(a)(ii) below) unvested Employee Incentives which have not been exercised in accordance with the Plan rules will continue in force, unless the Board determines otherwise in its sole and absolute discretion; and
  - (ii) the Board may at any time, in its sole and absolute discretion, do one or more of the following:
    - (A) permit unvested Employee Incentives held by the Agreed Leaver to vest;
    - (B) amend the Vesting Conditions or reduce the relevant exercise period of unvested Employee Incentives; or
    - (C) determine that the unvested Employee Incentives will lapse.
- (b) Where a person is an Agreed Leaver due to a Special Circumstance, the Participant's nominated beneficiary shall be entitled to benefit from any exercise of the above discretionary powers by the Board.

## **11 Non-Agreed Leaver**

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Where a Participant who holds Employee Incentives becomes a Non-Agreed Leaver:

- (a) unless the Board determines otherwise, in its sole and absolute discretion, all unvested Employee Incentives will immediately lapse; and
- (b) unless the Board determines otherwise, in its sole and absolute discretion, all vested Employee Incentives will lapse 30 days after the Participant who holds Employee Incentives becomes a Non-Agreed Leaver (if they have not already lapsed by the end of that period).

## **12 Forfeiture events**

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Where, in the reasonable opinion of the Board, a Participant or Former Participant (which for the avoidance of doubt may include an Agreed Leaver):

- (a) acts fraudulently or dishonestly;
- (b) willfully breaches his or her duties to the Company or any member of the Group; or
- (c) has, by any act or omission, in the opinion of the Board (determined in its absolute discretion):
  - (i) brought the Company, the Group, its business or reputation into disrepute; or
  - (ii) is contrary to the interest of the Company or the Group;
- (d) commits any material breach of the provisions of any employment contract or services contract entered into by the Participant with any member of the Group;
- (e) commits any material breach of any of the policies of the Group or procedures or any applicable laws applicable to the Company or Group;
- (f) is subject to allegations concerning, or has been accused of, charged with or convicted of, fraudulent or dishonest conduct in the performance of the Participant's (or Former Participant's) duties, which in the reasonable opinion of the Board affects the Participant's suitability for employment with any member of the Group, or brings the Participant or the relevant member of the Group into disrepute or is contrary to the interests of the Company or the Group;
- (g) is subject to allegations concerning, or has been accused of, charged with or convicted of any criminal offence which involves, fraud or dishonesty or any other criminal offence which Board determines (in its absolute discretion) is of a serious nature;
- (h) had committed any wrongful or negligent act or omission which has caused any member of the Group substantial liability;
- (i) had become disqualified from managing corporations in accordance with Part 2D.6 of the Corporations Act or has committed any act that, pursuant to the Corporations Act, may result in the Participant being banned from managing a corporation;
- (j) had committed serious or gross misconduct, wilful disobedience or any other conduct justifying termination of employment without notice; or
- (k) had willfully or negligently failed to perform their duties under any employment contract or services contract entered into by the Participant with any member of the Group,

then the Board may (in its absolute discretion) deem that all Employee Incentives held by the Participant or former Participant will automatically be forfeited.

## **13 Discretion of the Board**

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The Board may decide to allow a Participant to:

- (a) retain and exercise any or all of their Options, whether or not the Vesting Conditions have been satisfied during the Performance Period, and whether or not the Options would otherwise have lapsed, provided that no Options will be capable of exercise later than the relevant expiry date for those Options; and
- (b) retain any Performance Rights regardless of:
  - (i) the expiry of the Performance Period to which those Performance Rights relate; or
  - (ii) any failure by the Participant to satisfy in part or in full the Vesting Conditions specified by the Board in respect of those Performance Rights,

in which case, the Board may:

- (iii) determine that any or all of those retained Performance Rights shall vest and the corresponding Shares shall be provided to the Participant; or
- (iv) determine a new Performance Period or Vesting Conditions (as applicable) for those retained Performance Rights and notify the Participant of the determination as soon as practicable.

## **14 Change of control**

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The terms of any Performance Rights or Options may provide that where a Change of Control Event has occurred or, in the opinion of the Board, there is a state of affairs that will or is likely to result in a Change of Control Event occurring:

- (a) all granted Performance Rights which have not yet vested or lapsed shall automatically and immediately vest, regardless of whether any Vesting Conditions have been satisfied;
- (b) all Options will automatically and immediately vest (to the extent they have not already vested) and shall be deemed to have been automatically exercised (utilising the Cashless Exercise Facility (if permitted by the terms and conditions of the Options), to the extent such Options have an Exercise Price), regardless of whether the Vesting Conditions have been satisfied, notwithstanding the Notice of Exercise not having been issued (except that there will be no automatic exercise of Options which have an Exercise Price which is greater than the amount which the Cashless Exercise Facility can be used for, as specified in the terms and conditions of the Options, but instead those Options will automatically lapse on the earliest to occur of the expiry date for those Options, when they would otherwise lapse in accordance with the Plan or 11:59pm (in Perth, Western Australia) on the second Business Day after the Change of Control Event occurs); or
- (c) if the Board has procured an offer for all holders of Options on like terms (having regard to the nature and value of the Options) to the terms proposed under the Change of Control Event and the Board has specified (in its absolute discretion) a period during which the holders of Options may elect to accept the offer and, if the Participant has not so elected at the end of that offer period, the Options, if not exercised within 10 days of the end of that offer period, shall expire.

The terms and conditions of specific Options or Performance Rights may adopt varied terms arising from a Change of Control.



## **15 Employee Loan**

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The Board may, as part of any Offer, in its absolute discretion, offer to a Participant a limited recourse, interest free loan to be made by the Company to the Participant for an amount equal to the issue price multiplied by the number of Shares offered to the Participant pursuant to the relevant Offer.

## **16 Restriction Period and Holding Lock**

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Allocated Shares may be offered on terms that restrict the Participant from dealing with or transferring the relevant Allocated Share during a restriction period.

In addition, the Board may at any time request that the Company's share registry impose a holding lock on any Employee Incentives issued pursuant to the Plan where the Board determines or reasonably believes (in its absolute discretion) that a Participant (or a Former Participant) has or may breach the Plan rules.

## **17 Transfer of Options or Performance Rights**

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Options and Performance Rights terms may impose partial or complete restrictions on them being assigned, transferred or encumbered with a security interest in or over them.

## **18 Buy-Back**

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Subject to any applicable laws and subject to the Board's sole and absolute discretion, Allocated Share(s) will be subject to the Company's right to buy-back and may, during a prescribed period, be bought-back by the Company where item 12 above applies.

## **19 Contravention of Plan rules**

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The Board may at any time, in its sole and absolute discretion, take any action it deems reasonably necessary in relation to any Employee Incentives if it determines or reasonably believes a Participant has breached the Plan or the terms of issue of any Employee Incentives, including but not limited to, signing transfer forms in relation to Employee Incentives, signing all documents and doing all acts necessary to effect a buy-back placing, a holding lock on Employee Incentives, accounting for the proceeds of the sale of forfeited Employee Incentives, refusing to transfer any Employee Incentives and/or refusing to issue any Shares.

## **20 Amendments**

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The Board may at any time amend the Plan rules or the terms and conditions upon which any Employee Incentives have been issued.

No amendment to the Plan rules or to Employee Incentives may be made if the amendment, in the reasonable opinion of the Board, materially reduces the rights of any Participant in respect of Employee Incentives granted to them prior to the date of the amendment, other than:

- (a) an amendment introduced primarily:
  - (i) for the purposes of complying with or conforming to present or future applicable laws;
  - (ii) to correct any manifest error or mistake;

- (iii) to allow the implementation of a trust arrangement in relation to the holding of Shares granted under the Plan; and/or
  - (iv) to take into consideration possible adverse taxation implications in respect of the Plan including changes to applicable taxation legislation or the interpretation of that legislation by a court of competent jurisdiction or any rulings from taxation or duty authorities administering such legislation; or
- (b) an amendment agreed to in writing by the Participant(s).

A copy of the complete rules of the Employee Incentive Plan is available upon request by contacting the Company Secretary.

## Schedule 5

### Valuation of Director Options

The options to be issued to Messrs He, Ingram and Bovard (or their respective nominees) have been valued according to a Black-Scholes valuation model on the following assumptions:

<b>Number of Director Options</b>	254,000,000
<b>Assumed Share price at grant date</b>	\$0.001
<b>Exercise price</b>	\$0.002
<b>Market value on ASX of underlying Shares at time of setting exercise price</b>	\$0.001
<b>Exercise price premium to market value</b>	\$0.001
<b>Expiry</b>	4 years from issue date
<b>Expected volatility</b>	100%
<b>Risk free interest rate</b>	3.73%
<b>Annualised dividend yield</b>	0%
<b>Value of each Director Option</b>	\$0.00059
<b>Aggregate value of Director Options</b>	\$150,300

# Proxy Voting Form

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

Your proxy voting instruction must be received by **10:00am (AWST) on Monday, 19 January 2026**, 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](mailto: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)

