

Revolver Resources Holdings Ltd
L23, 240 Queen Street
Brisbane Queensland 4000

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revolverresources.com.au



ASX:RRR

2 April 2026

Dear Shareholder

Extraordinary General Meeting – Notice of Meeting and Proxies

Notice is given that the Extraordinary General Meeting (**Meeting**) of Shareholders of Revolver Resources Holdings Limited (ACN 651 974 980) (**Company**) will be held as follows:

Time and date: 11:00am (AEST) on Monday, 4 May 2026
In-person: Level 23, 240 Queen Street Brisbane QLD 4000

Notice of Meeting

In accordance with the *Corporations Act 2001* (Cth) the Company will not be dispatching physical copies of the Notice of Meeting unless the shareholder has made a valid election to receive documents in hard copy. Instead, the Notice of Meeting and accompanying explanatory statement (**Meeting Materials**) are being made available to shareholders electronically and can be viewed and downloaded from:

- the Company's website at <https://revolverresources.com.au/>; and
- the ASX market announcements page under the Company's code "RRR".

If you have nominated an email address and have elected to receive electronic communications from the Company, you will also receive an email to your nominated email address with a link to an electronic copy of the Notice of Meeting.

Participation and voting at the Meeting or by proxy

Shareholders are encouraged to vote by lodging a proxy form.

Proxy forms can be lodged:

- **Online:** <https://investor.automic.com.au/#/loginsah>
- **By mail:** Automic, GPO Box 5193, Sydney NSW 2001
- **In-person:** Automic, Level 5, 126 Phillip Street, Sydney NSW 2000
- **By fax:** +61 2 8583 3040
- **By mobile:** Scan the QR Code on your Proxy Form and follow the prompts

In order for your proxy to be valid, your Proxy Form (and any power of attorney under which it is signed) must be received by the Proxy Cut-Off Time. **Proxies received after this time will be invalid.**

The Meeting Materials should be read in their entirety. If shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

Authorised for release by:

Ben Donovan

Company Secretary

Revolver Resources Holdings Limited



**Revolver Resources Holdings Ltd
ACN 651 974 980**

Notice of Extraordinary General Meeting

The Extraordinary General Meeting of the Company will be held as follows:

Time and date: 11am EST on Monday 4 May 2026
In-person: Level 23, 240 Queen Street Brisbane Queensland 4000

The Notice of Extraordinary General Meeting should be read in its entirety. If Shareholders are in doubt as to how to vote, they should seek advice from their suitably qualified advisor prior to voting.

Should you wish to discuss any matter, please do not hesitate to contact the Company Secretary by telephone on 0401 248 048

Shareholders are urged to vote by lodging the Proxy Form

Revolver Resources Holdings Ltd
ACN 651 974 980
(Company)

Notice of Extraordinary General Meeting

Notice is hereby given that an extraordinary general meeting of Shareholders of Revolver Resources Holdings Ltd will be held at Level 23, 240 Queen Street, Brisbane Queensland 4000 on Monday 4 May 2026 at 11 am (AEST) (**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 the 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 Saturday 2 May 2026 at 5pm (AEST).

Terms and abbreviations used in the Notice are defined in Schedule 1.

Agenda

1 Resolutions

Resolution 1 – Ratification of Placement Shares

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 issue of 11,785,714 Placement Shares, on the terms and conditions in the Explanatory Memorandum.'

Resolution 2 - Ratification of Placement Options

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 issue of 5,892,857 Placement Options on the terms and conditions in the Explanatory Memorandum.'

Resolution 3 – Approval of Lead Manager Options

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 7.1 and for all other purposes, approval is given for the Company to issue 13,000,000 Lead Manager Options to Ignite Equity Pty Ltd (or nominee(s)), conditional on approval of Resolution 4 and on the terms and conditions in the Explanatory Memorandum.'

Resolution 4 - Approval of issue of Shares under Convertible Notes

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 7.1 and for all other purposes, approval is given for the Company to issue Convertible Note Shares under the Convertible Note on the terms and conditions in the Explanatory Memorandum.'

Resolution 5 – Approval of issue of Options under Convertible Note

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 7.1 and for all other purposes, approval is given for the Company to issue 16,904,762 Convertible Note Options, conditional on approval of Resolution 4, on the terms and conditions in the Explanatory Memorandum.'

Resolution 6 – Approval for issue of Equity Securities – Future Placement

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 7.1 and for all other purposes, approval is given for the Company to issue up to 69,000,000 Future Placement Shares, on the terms and conditions in the Explanatory Memorandum.'

Resolution 7 – Approval for issue of Performance Rights to Director – Paul McKenna

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

'That, for the purposes of section 195(4) and 208 of the Corporations Act, Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue 9,000,000 Performance Rights to Mr Paul McKenna (or his respective nominee), on the terms and conditions in the Explanatory Memorandum.'

Resolution 8 – Approval for issue of Performance Rights to Director – Patrick Williams

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

'That, for the purposes of section 195(4) and 208 of the Corporations Act, Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue 9,000,000 Performance Rights to Mr Patrick Williams (or his respective nominee), on the terms and conditions in the Explanatory Memorandum.'

Resolution 9 – Approval for issue of Performance Rights to Director – Brian MacDonald

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

'That, for the purposes of section 195(4) and 208 of the Corporations Act, Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue 9,000,000 Performance Rights to Mr Brian MacDonald (or his respective nominee), on the terms and conditions in the Explanatory Memorandum.'

Voting exclusions

Pursuant to the Listing Rules, the Company will disregard any votes cast in favour of:

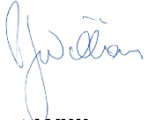
- (a) **Resolution 1:** a person who participated in the issue of the Placement Shares, or any of their respective associates, or their nominees.
- (b) **Resolution 2:** a person who participated in the issue of the Placement Options, or any of their respective associates, or their nominees.
- (c) **Resolution 3:** Ignite Equity Pty Ltd, or any of their respective associates, or their nominees.
- (d) **Resolution 4:** a person who participated in the issue of the Convertible Note Shares, or any of their respective associates, or their nominees.
- (e) **Resolution 5:** a person who participated in the issue of the Convertible Note Options, or any of their respective associates, or their nominees.
- (f) **Resolution 6:** by a person who is expected to participate in, or who will obtain a material benefit as a result of, the Future Placement (except a benefit solely by reason of being a holder of ordinary securities in the Company) or any of their respective associates, or their nominees.
- (g) **Resolution 7, Resolution 8, Resolution 9:** the Company will disregard any votes cast in favour of the Resolution by or on behalf of any person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company), including Mr Paul McKenna, Mr Patrick Williams, and Mr Brian MacDonald, or an associate of that person or those persons.

The above voting exclusions do not apply to a vote cast in favour of the relevant Resolution by:

- (h) a 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;
- (i) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or

- (j) 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 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.

BY ORDER OF THE BOARD



Pat Williams
Managing Director
Revolver Resources Holdings Ltd
Dated: 2 April 2026

Revolver Resources Holdings Ltd
ACN 651 974 980
(Company)

Explanatory Memorandum

1. Introduction

The Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to on Monday 4 May 2026 at 11.00am (AEST).

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

The Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolution:

Section 2	Action to be taken by Shareholders
Section 3	Resolution 1 – Ratification of Placement Shares
Section 4	Resolution 2 – Ratification of Placement Options
Section 5	Resolution 3 – Approval of Lead Manager Options
Section 6	Resolution 4 – Approval of Convertible Notes
Section 7	Resolution 5 – Approval of Options under Convertible Notes
Section 8	Resolution 6 – Approval for Future Issue of Securities
Section 9	Resolution 7, Resolution 8, Resolution 9 – Approval of issue of Performance Rights to Directors
Schedule 1	Definitions
Schedule 2	Terms and Conditions of Convertible Note
Schedule 3	Options Terms
Schedule 4	Terms and Conditions of Performance Rights
Schedule 5	Terms of Employee Securities Incentive Plan
Schedule 6	Valuation of Performance Rights

A Proxy Form is located at the end of the Explanatory Memorandum.

2. Action to be taken by Shareholders

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

2.1 Voting by proxy

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 attend the Meeting.

If they are unable to attend, sign and return the Proxy Form to the Company in accordance with the instructions thereon. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting the Meeting.

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, but where the proportion or number is not specified, each proxy may exercise half of the votes.

The enclosed Proxy Form provides further details on appointing proxies and lodging Proxy Forms.

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular resolution and, if it does:

- (a) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (i.e. as directed);
- (b) if the proxy has 2 or more appointments that specify different ways to vote on the resolution – the proxy must not vote on a show of hands;
- (c) if the proxy is the Chair of the meeting at which the resolution is voted on – the proxy must vote on a poll, and must vote that way (i.e. as directed); and
- (d) if the proxy is not the Chair – the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (i.e. as directed).

Section 250BC of the Corporations Act provides that, if:

- (a) an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members;
- (b) the appointed proxy is not the chair of the meeting;
- (c) at the meeting, a poll is duly demanded, or is otherwise required under section 250JA

on the resolution; and

- (d) either the proxy is not recorded as attending the meeting or the proxy does not vote on the resolution,

the Chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting.

Your proxy voting instruction must be received by 11:00am (AEST) on Saturday 2 May 2026, being not later than 48 hours before the commencement of the Meeting.

2.2 **Chair's voting intentions**

If the Chair is your proxy, either by appointment or by default, and you have not indicated your voting intention.

The Chair intends to exercise all available proxies in favour of all Resolutions unless the Shareholder has expressly indicated a different voting intention.

2.3 **Submitting questions**

Shareholders may submit questions in advance of the Meeting to the Company. Questions must be submitted by emailing the Company Secretary at bdonovan@arguscorp.com.au by 11.00am (AEST) on Saturday 2 May 2026.

Shareholders will also have the opportunity to submit questions during the Meeting in respect to the formal items of business. In order to ask a question during the Meeting, please follow the instructions from the Chair.

The Chair will attempt to respond to the questions during the Meeting. The Chair will request prior to a Shareholder asking a question that they identify themselves (including the entity name of their shareholding and the number of Shares they hold).

3. **Resolution 1 – Ratification of Placement Shares**

3.1 **General**

On 25 February 2026, the Company completed a placement of 11,785,714 Shares an issue price of \$0.07, totalling \$825,000.

The Placement Shares were be issued without Shareholder approval using the Company's eligible placement capacity under Listing Rule 7.1A.

Resolution 1 seeks the approval of Shareholders pursuant to Listing Rule 7.1A to ratify the issue of the Placement Shares.

3.2 **Listing Rules 7.1A and 7.4**

Listing Rule 7.1A provides that a company must not, subject to specified exceptions, issue or agree to issue more equity securities during any 12-month period than that amount which represents 10% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period in addition to the 15% under Listing Rule 7.1. To enable the Company to issue a further 10%, Listing Rule 7.1A requires this to be approved by a special resolution of

members at an annual general meeting. The Company did successfully put such a resolution to its members at the 2025 Annual General Meeting which was held on 24 November 2025.

The issue of the Placement Shares does not fit within any of these exceptions and, as it has not yet been approved by Shareholders, it effectively uses up part of the 10% limit in Listing Rule 7.1A, reducing the Company's capacity to issue further equity securities without shareholder approval under Listing Rule 7.1 and Listing Rule 7.1A for the 12 month period following the date of issue of the Placement Shares.

Listing Rule 7.4 sets out an exception to Listing Rule 7.1A. It provides that where a company in general meeting ratifies the previous issue of securities made without shareholder approval under Listing Rule 7.1 (and provided that the previous issue did not breach Listing Rule 7.1A) those securities will be deemed to have been made with shareholder approval for the purpose of Listing Rule 7.1A and so it does not reduce the Company's capacity to issue further equity securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain shareholder approval for such issues under Listing Rule 7.1A.

If Resolution 1 is passed, the issue of the Placement Shares will be excluded in calculating the Company's 10% limit in Listing Rule 7.1A, effectively increasing the number of equity securities the Company can issue without shareholder approval over the 12 month period following the date of issue of the Placement Shares.

If Resolution 1 is not passed, the issue of the Placement Shares will be included in calculating the Company's additional 10% limit in Listing Rule 7.1A, effectively decreasing the number of equity securities it can issue without shareholder approval over the 12 month period following the date of issue of the Placement Shares.

In compliance with the information requirements of Listing Rule 7.5, Shareholders are advised of the following information:

(a) **The names of the persons to whom the entity issued or agreed to issue the securities or the basis on which those persons were identified and selected**

The Placement Shares were issued to sophisticated and professional investors, who are not a related party or substantial holder of the Company, a member of the Company's Key Management Personnel, an adviser to the Company or an associate of any of those persons. The Placement Participants were identified through a bookbuild process, which involved Ignite Equity Pty Ltd as Lead Manager who expressed their interest to participate in the Placement. The Company considered that the introduction of new investors would ultimately be for the benefit and in the best interests of all shareholders, particularly given the Company's important stage of development as it moves towards production.

(b) **Number of securities and class of securities issued**

The 11,785,714 Placement Shares were issued pursuant to Listing Rule 7.1A.

(c) **Terms of the Securities**

The Placement Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.

(d) **Date of issue**

The Placement Shares were issued on 3 March 2026.

(e) **Issue price or other consideration**

The Placement Shares were issued for \$0.07.

(f) **Purpose of the issue, including the intended use of funds raised**

The proceeds from the issue of the Placement Shares are to be primarily used towards advancing Revolver's Dianne Copper Mine Project, including commitment to further early development works and procurement activities.

(g) **Relevant agreement**

The Placement Shares were not issued under an agreement.

(h) **Voting exclusion statement**

A voting exclusion statement is included in the Notice.

3.3 **Additional information**

Resolution 1 is an ordinary resolution.

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

4. **Resolution 2 – Ratification of Placement Options**

4.1 **General**

On 3 March 2026, the Company issued one free attaching Option for every two Placement Shares. The Company will issue 5,892,857 Options exercisable at a price of \$0.13per Share, expiring on 30 September 2028.

4.2 **Listing Rules 7.1 and 7.4**

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

The issue of the Placement Options does not fit within any of these exceptions and, as it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without shareholder approval under Listing Rule 7.1 for the 12 month period following the date of issue of the Placement Options.

Listing Rule 7.4 sets out an exception to Listing Rule 7.1. It provides that where a company in general meeting ratifies the previous issue of securities made without shareholder approval under Listing Rule 7.1 (and provided that the previous issue did not breach Listing Rule 7.1) those securities will be deemed to have been made with shareholder approval for the purpose of Listing Rule 7.1 and so it does not reduce the Company's capacity to issue further equity securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain shareholder approval for such issues under Listing Rule 7.1.

If Resolution 2 is passed, the issue of the Placement Options will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities the Company can issue without shareholder approval over the 12 month period following the date of issue of the Placement Options.

If Resolution 2 is not passed, the issue of the Placement Options will be included in calculating the Company's additional 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities it can issue without shareholder approval over the 12 month period following the date of issue of the Placement Options.

In compliance with the information requirements of Listing Rule 7.5, Shareholders are advised of the following information:

(a) **The names of the persons to whom the entity issued or agreed to issue the securities or the basis on which those persons were identified and selected**

The Placement Options were issued to the Placement Participants, none of whom is a related party or substantial holder of the Company, a member of the Company's Key Management Personnel, an adviser to the Company or an associate of any of those persons.

(b) **Number of securities and class of securities issued**

The 5,892,857 Placement Options were issued pursuant to Listing Rule 7.1.

(c) **Terms of the Securities**

The Placement Options were issued on the terms and conditions set out in the Letter of Engagement. A summary of the material terms and conditions of the Placement Options is set out in Schedule 3.

(d) **Date of issue**

The Placement Options were issued on 3 March 2026.

(e) **Issue price or other consideration**

Nil.

(f) **Purpose of the issue, including the intended use of funds raised**

The Placement Options were issued in connection with the issue of the Placement Shares.

(g) **Relevant agreement**

The Placement Options were not issued under an agreement.

(h) **Voting exclusion statement**

A voting exclusion statement is included in the Notice.

4.3 **Additional information**

Resolution 2 is an ordinary resolution.

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

5. **Resolution 3 – Approval of Lead Manager Options**

5.1 **General**

Ignite Equity acted as Lead Manager to the Placement and Convertible Notes pursuant to the Letter of Engagement. As consideration for this undertaking, the Company agreed to pay Ignite Equity a 6% fee on the Placement funds raised as well as issue 13,000,000 Lead Manager Options.

The Lead Manager Options expire on 30 September 2028, have an exercise price of \$0.13 and convert on a 1 for 1 basis.

5.2 **Listing Rules 7.1**

Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more equity securities during any 12 month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period.

The issue of the Lead Manager Options does not fit within any of these exceptions and, as it has not yet been approved by Shareholders, it will effectively use up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without shareholder approval under Listing Rule 7.1 for the 12 month period following the date of issue of the Lead Manager Options.

The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain shareholder approval for such issues under Listing Rule 7.1.

If Resolution 3 is passed, the issue of the Lead Manager Options will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities the Company can issue without shareholder approval over the 12 month period following the date of issue of the Lead Manager Options.

If Resolution 3 is not passed, the issue of the Lead Manager Options will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities it can issue without shareholder approval over the 12 month period following the date of issue of the Lead Manager Options.

In compliance with the information requirements of Listing Rule 7.3, Shareholders are advised of the following information:

In compliance with the information requirements of Listing Rule 7.3, Shareholders are advised of the following information:

a) The names of the persons to whom the entity issued or agreed to issue the securities or the basis on which those persons were identified and selected

The Lead Manager Options will be issued to Ignite Equity Pty Ltd (or nominees) who are not a related party of the Company.

b) Number of securities and class of securities issued

13,000,000 Lead Manager Options will be issued pursuant to Listing Rule 7.1.

c) Terms of the Securities

The Lead Manager Options will be issued on the terms and conditions set out in the Letter of Engagement. A summary of the material terms and conditions of the Lead Manager Options are set out in Schedule 3.

d) Date of issue

The Lead Manager Options be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules).

e) Issue price or other consideration

Nil.

f) Purpose of the issue, including the intended use of funds raised

The issue of the Lead Manager Options is a fee in connection with the Letter of Engagement. The proceeds from the exercise of the Lead Manager Options will be applied towards the general working capital of the Company in accordance with its stated objectives at that time, including commitment to further early development works and procurement activities.

g) Relevant agreement

The Lead Manager Options will be issued pursuant to the Letter of Engagement.

h) Voting exclusion statement

A voting exclusion statement is included in the Notice.

6. Resolution 4 – Approval of Convertible Notes

6.1 General

The Company intends to undertake a placement of 142 Convertible Notes with a face value of \$12,500 each and an aggregate value of \$1,775,000, pursuant to the terms of a convertible note set out in Schedule 2.

Subject to Shareholder approval of the Company under Listing Rule 7.1 by this Resolution, the moneys owing under the Convertible Note are convertible into Shares.

The conversion price in respect of the Convertible Notes is as follows:

- (a) during the 16 week period after issue, each holder can elect to convert its Convertible Notes into Shares at a price of \$0.10 per Share.

The table below is a worked example of the number of Shares that may be issued if the maximum conversion of the Convertible Notes in the 16 week period after issue occurs:

Shares on issue as at the date of this Notice	Maximum number of Shares issued if all 142 Convertible Notes converted at a price of \$0.10.	Maximum dilutive effect on existing shareholder
295,559,977	17,750,000	5.66%

- (b) After this period, they may be converted at a conversion price for the lower of:

- (i) \$0.10 per Share; or
- (ii) a 20% discount to the prevailing 15-day VWAP of the Company (calculated up to but not including the day the conversion notice is sent to the Company).

Resolution 4 seeks the approval of Shareholders pursuant to Listing Rule 7.1 to ratify the issue of the Convertible Notes.

Set out below is a worked example of the number of Shares that may be issued on conversion of the Conversion Notes. The following worked example is prepared based on the assumption that the maximum conversion price is \$0.10:

Shares on issue as at the date of this Notice	Maximum number of Shares issued if all 142 Convertible Notes converted at a price of:			Maximum dilutive effect on existing shareholder (based on example prices)
	\$0.10	\$0.05	\$0.0367	
307,345,691	17,750,000	35,000,000	47,683,923	15.51% (if converted at \$0.0367)

Notes:

1. *There are currently 307,345,691 Shares on issue as at the date of this Notice and this table assumes no Options are exercised, no convertible securities converted or additional Shares issued.*
2. *These workings are an example only and have been prepared on the assumption that all 142 Convertible Notes will be converted at an indicative price as shown in the table. The*

actual number of Convertible Notes that are converted to Shares and the number of Shares on issue at the time of conversion, may differ. A different VWAP price of the Shares in the Company will result in the maximum number of Shares to be issued and the dilution percentage to also differ.

6.2 Listing Rules 7.1

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

The convertible aspects of the Convertible Note (i.e. the ability to issue the Conversion Shares as repayment for moneys owing under the facility) does not fall within any of the exceptions in Listing Rule 7.1 and effectively uses up part of the Company's 15% placement capacity under Listing Rule 7.1. This Resolution seeks the required Shareholder approval to the issue of the Convertible Shares as a convertible equity security under and for the purposes of Listing Rule 7.1.

If Resolution 4 is passed, the Convertible Notes will be deemed to be (and be effective as) a convertible "equity security" under the Listing Rules and the Conversion Shares will be deemed to have been issued at this time of Shareholder approval. In addition, the issue will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1. Any subsequent conversion of moneys into Shares under the Convertible Note will fall within Listing Rule 7.2 exception 9 (an issue as a result of the conversion of Convertible Notes where the entity complied with the Listing Rules when it issued the Convertible Notes).

If Resolution 4 is not passed, the Conversion Shares will continue to be included in the Company's 15% limit under Listing Rule 7.1, effectively decreasing the number of equity securities the Company can issue or agree to issue without obtaining prior Shareholder approval over the 12 month period following date of the Convertible Note.

In compliance with the information requirements of Listing Rule 7.3, Shareholders are advised of the following information:

(a) **The names of the persons to whom the entity issued or agreed to issue the securities or the basis on which those persons were identified and selected**

The Convertible Notes will be issued to sophisticated and professional investors, who are not a related party or substantial holder of the Company, a member of the Company's Key Management Personnel, an adviser to the Company or an associate of any of those persons. The Convertible Note holders were identified through a bookbuild process, which involved Ignite Equity Pty Ltd as Lead Manager who expressed their interest to participate in the Convertible Note issue. The Company considered that the introduction of new investors would ultimately be for the benefit and in the best interests of all shareholders, particularly given the Company's important stage of development as it moves towards production.

(b) **Number of securities and class of securities issued**

142 Convertible Notes.

(c) **Terms of the Securities**

The Convertible Note will be issued on the terms and conditions set out in the Convertible Note.

(d) **Date by which all securities will be issued**

The Convertible Notes will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules).

(e) **Issue price or other consideration**

Each Convertible Note has a face value of \$12,500, raising in the aggregate approximately \$1,775,000.

(f) **Purpose of the issue, including the intended use of funds raised**

The proceeds from the issue of the Convertible Notes are to be primarily used towards advancing Revolver's Dianne Copper Mine Project, including commitment to further early development works and procurement activities.

(g) **Relevant agreement**

The Convertible Notes were not issued under an agreement.

(h) **Voting exclusion statement**

A voting exclusion statement is included in the Notice.

6.3 **Additional information**

Resolution 4 is an ordinary resolution.

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

7. **Resolution 5 – Approval of Options under Convertible Notes**

7.1 **General**

Resolution 5 seeks approval for the issue of 16,904,763 Convertible Note Options in lieu of interest payments under the Convertible Notes, conditional on approval of Resolution 5, on the terms set out in Schedule 3.

Each Convertible Note Option has an exercise price of A\$0.13 per share, an expiry of 30 September 2028 and converts on a 1 for 1 basis.

7.2 **Listing Rule 7.1**

Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more equity securities during any 12 month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period.

The issue of the Convertible Note Options does not fit within any of these exceptions and, as it has not yet been approved by Shareholders, it will effectively use up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without shareholder approval under Listing Rule 7.1 for the 12 month period following the date of issue of the Convertible Note Options.

The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain shareholder approval for such issues under Listing Rule 7.1.

If Resolution 5 is passed, the issue of the Convertible Note Options will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities the Company can issue without shareholder approval over the 12 month period following the date of issue of the Convertible Note Options.

If Resolution 5 is not passed, the issue of the Convertible Note Options will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities it can issue without shareholder approval over the 12 month period following the date of issue of the Convertible Note Options.

In compliance with the information requirements of Listing Rule 7.5, Shareholders are advised of the following information:

a) The names of the persons to whom the entity issued or agreed to issue the securities or the basis on which those persons were identified and selected

The Convertible Note Options will be issued to the holders of the Convertible Notes.

b) Number of securities and class of securities issued

16,904,763 Convertible Note Options will be issued pursuant to Listing Rule 7.1.

c) Terms of the Securities

The Convertible Note Options will be issued on the terms and conditions set out in the Convertible Note.

d) Date of issue

The Convertible Note Options will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that the issue of the Convertible Note will occur on the same date.

e) Issue price or other consideration

Nil.

f) Purpose of the issue, including the intended use of funds raised

The issue of the Convertible Note Options is a fee in connection with the Convertible Note. The proceeds from the exercise of the Convertible Note Options will be applied towards the general working capital of the Company in accordance with its stated objectives at that time, including commitment to further early development works and procurement activities.

g) Relevant agreement

The Convertible Note Options will be issued pursuant to the Convertible Note set out in Schedule 2 of this Notice.

h) Voting exclusion statement

A voting exclusion statement is included in the Notice.

8. Resolution 6 – Approval for Future Placement of Securities

8.1 General

Resolution 6 seeks approval pursuant to Listing Rule 7.1 for the issue of 69,000,000 Future Placement Shares.

The Company is seeking the flexibility to undertake a future placement to raise up to 69,000,000 Future Placement Shares at an issue price per Share which is not more than a 20% discount to the 5-day VWAP of the Shares of the Company, to raise further funds for advancing Revolver's Dianne Copper Mine Project, including commitment to further early development works and procurement activities (**Future Placement**).

Assuming the maximum number of 69,000,000 Future Placement Shares are issued, the maximum dilution will be 18.33%. This is based on the 307,345,691 Shares on issue as at the date of this Notice and assumes no Options are exercised, no convertible securities converted, or additional Shares are issued.

Set out below is a worked example of the total funds that may be raised if the maximum number of Future Placement Shares are issued, based on assumed prices of \$0.13, \$0.10 and \$0.07 per Future Placement Share, the latter being the floor price for the Future Placement Shares:

Assumed Issued Price	Current Shares on issue as at the date of this Notice	Amount raised at maximum Future Placement Shares issued at Assumed Issued Price	Dilution effect on existing shareholders.
\$0.07	307,345,691	\$4,830,000.00	18.33%
\$0.10	307,345,691	\$6,900,000.00	18.33%
\$0.13	307,345,691	\$8,970,000.00	18.33%

Notes:

1. *There are currently 307,345,691 Shares on issue (at the time of issuing this Notice) and this table assumes no Options have been exercised, no convertible securities converted, or additional shares issued (based on the assumed issued prices set out in the table).*

2. *The Company notes that the above workings are an example only and the actual issue price may differ and the number of Placement Shares issued may be less than the maximum assumed. This will result in a different amount of funds raised and the dilution percentage may also differ.*

8.2 Listing Rule 7.1

Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more equity securities during any 12 month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period.

The issue of the Future Placement Shares does not fit within any of these exceptions and, as it has not yet been approved by Shareholders, it will effectively use up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without shareholder approval under Listing Rule 7.1 for the 12 month period following the date of issue of the Future Placement Shares.

Listing Rule 7.4 sets out an exception to Listing Rule 7.1. It provides that where a company in general meeting ratifies the previous issue of securities made without shareholder approval under Listing Rule 7.1 (and provided that the previous issue did not breach Listing Rule 7.1) those securities will be deemed to have been made with shareholder approval for the purpose of Listing Rule 7.1 and so it does not reduce the Company's capacity to issue further equity securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain shareholder approval for such issues under Listing Rule 7.1.

If Resolution 6 is passed, the issue of the Future Placement Shares will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities the Company can issue without shareholder approval over the 12 month period following the date of issue of the Future Placement Shares.

If Resolution 6 is not passed, the issue of the Future Placement Shares will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities it can issue without shareholder approval over the 12 month period following the date of issue of the Future Placement Shares.

In compliance with the information requirements of Listing Rule 7.5, Shareholders are advised of the following information:

- (a) **The names of the persons to whom the entity issued or agreed to issue the securities or the basis on which those persons were identified and selected**

The Future Placement Shares will be issued to sophisticated and professional investors, who are not a related party or substantial holder of the Company, a member of the Company's Key Management Personnel, an adviser to the Company or an associate of any of those persons. The Company has not identified these parties at present.

(b) **Number of securities and class of securities issued**

Up to 69,000,000 Future Placement Shares may be issued pursuant to and in compliance with Listing Rule 7.1.

(c) **Terms of the Securities**

The Future Placement Shares will be issued as all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.

(d) **Date of issue**

The Future Placement Shares will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules).

(e) **Issue price or other consideration**

The amount payable as consideration for the issue of the Future Placement Shares will be at a discount of no more than 20% to the prevailing 5-day VWAP of the Company.

(f) **Purpose of the issue, including the intended use of funds raised**

The proceeds of the Future Placement Shares will be primarily used towards advancing Revolver's Dianne Copper Mine Project, including commitment to further early development works and procurement activities.

(g) **Relevant agreement**

The Future Placement Shares may not be issued under an agreement.

(h) **Voting exclusion statement**

A voting exclusion statement is included in the Notice.

8.3 **Additional information**

Resolution 6 is an ordinary resolution.

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

9. **Resolution 7, 8 and 9 – Approval for issue of Performance Rights to Directors**

9.1 **General**

The Company proposes to issue 27,000,000 Performance Rights to the Directors (or their nominees).

The 27,000,000 Performance Rights to be issued to the Directors are set out in the table below and in further detail in Schedule 4:

Tranche	Paul McKenna	Patrick Williams	Brian McDonald	Total
Tranche 1	750,000 Performance Rights	750,000 Performance Rights	750,000 Performance Rights	2,250,000 Performance Rights
Tranche 2	1,500,000 Performance Rights	1,500,000 Performance Rights	1,500,000 Performance Rights	4,500,000 Performance Rights
Tranche 3	750,000 Performance Rights	750,000 Performance Rights	750,000 Performance Rights	2,250,000 Performance Rights
Tranche 4	1,500,000 Performance Rights	1,500,000 Performance Rights	1,500,000 Performance Rights	4,500,000 Performance Rights
Tranche 5	1,500,000 Performance Rights	1,500,000 Performance Rights	1,500,000 Performance Rights	4,500,000 Performance Rights
Tranche 6	1,500,000 Performance Rights	1,500,000 Performance Rights	1,500,000 Performance Rights	4,500,000 Performance Rights
Tranche 7	1,500,000 Performance Rights	1,500,000 Performance Rights	1,500,000 Performance Rights	4,500,000 Performance Rights
Total	9,000,000 Performance Rights	9,000,000 Performance Rights	9,000,000 Performance Rights	27,000,000 Performance Rights

9.2 Chapter 2E of the Corporations Act

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

- (a) obtain the approval of the public company's members in the manner set out 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 set out in sections 210 to 216 of the Corporations Act.

For the purposes of Chapter 2E of the Corporations Act, the issue of the Performance Rights constitutes the giving of a financial benefit to Paul McKenna, Patrick Williams and Brian McDonald, who are related parties of the company, by virtue of them being Directors.

As the Performance Rights are proposed to be issued to all of the Directors, the Directors are unable to form a quorum to consider whether one of the exceptions set out in sections 210 to 216 of the Corporations Act applies to the issue of the Performance Rights. Accordingly, Shareholder approval for the issue of Performance Rights to the Directors is sought in accordance with Chapter 2E of the Corporations Act.

9.3 **Section 195(4) of the Corporations Act**

Section 195 of the Corporations Act provides that a director of a public company may not vote or be present during meetings of directors when matters in which the director holds a 'material personal interest' are being considered, except in certain limited circumstances.

Relevantly, section 195(4) provides that if there are not enough directors to form a quorum for a directors meeting because of the restriction set out in section 195 of the Corporations Act, one or more of the directors may call a general meeting and the general meeting may pass a resolution to deal with the matter.

It might be argued (but is neither conceded nor, indeed is it thought by the Board to be the case) that the three Directors comprising the Board have a material personal interest in the outcomes of Resolution 7, Resolution 8, and Resolution 9. If each does have such an interest, then a quorum could not be formed to consider the matters contemplated by Resolution 7, Resolution 8, and Resolution 9 at Board level.

Accordingly the Company seeks Shareholder approval for Resolution 7, Resolution 8, and Resolution 9 in accordance with section 195(4) of the Corporations Act for the issue of Performance Rights to the Directors under Chapter 2E of the Corporations Act.

9.4 **Listing Rule 10.14**

Listing Rule 10.14 provides that an entity must not permit any of the following persons to acquire equity securities under an employee incentive scheme without the approval of the holders of its ordinary securities:

10.14.1	a director of the entity;
10.14.2	an associate of a director of the entity; or
10.14.3	a person whose relationship with the entity or a person referred to in Listing Rules 10.14.1 to 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by security holders.

The issue of the Performance Rights to the Directors falls within Listing Rule 10.14.1 and therefore requires the approval of Shareholders under Listing Rule 10.14.

Resolution 7, Resolution 8, and Resolution 9 seeks the approval of Shareholders for the issue of the Performance Rights under and for the purposes of Chapter 2E of the Corporations Act and Listing Rule 10.14.

9.5 Specific information required by Listing Rule 14.1A

If Resolution 7, Resolution 8, and Resolution 9 are passed, the Company will be able to proceed with the issue of the Performance Rights to the Directors within 15 months after the date of the Meeting (or such later date as permitted by an ASX waiver or modification of the Listing Rules).

If Resolution 7, Resolution 8, and Resolution 9 are not passed, the Company will not be able to proceed with the issue of the Performance Rights to the Directors.

9.6 Specific information required by Listing Rule 10.15

Pursuant to and in accordance with the requirements of Listing Rule 10.15, the following information is provided in relation to Resolution 7, Resolution 8, and Resolution 9:

- (a) the Performance Rights fall within the category set out in Listing Rule 10.14.1 by virtue of them being issued to Directors;
- (b) the maximum number of Performance Rights to be issued is 27,000,000, with each Director entitled to a maximum of 9,000,000 Performance Rights as set out in Section 9.1;
- (c) Details of the current remuneration for Paul McKenna, Patrick Williams and Brian MacDonald are set out in the tables below:

Paul McKenna	
Type of Remuneration	Amount
Salary and Fees (including superannuation)	\$275,007
Share-based payments	\$36,749
Total	\$311,756

Patrick Williams	
Type of Remuneration	Amount
Salary and Fees (including superannuation)	\$275,007
Share-based payments	\$36,749
Total	\$311,756

Brian MacDonald	
Type of Remuneration	Amount
Salary and Fees (including superannuation)	\$75,000
Share-based payments	\$36,749
Total	\$111,749

- (d) The Directors have previously been issued the following Securities under the Employee Securities Incentive Program:

Name of Director	No. of Securities issued under the Employee Securities Incentive Plan	Average price per Securities Issued
Paul McKenna	171,583	Nil
Patrick Williams	171,583	Nil
Brian MacDonald	0	Nil
Total	343,166	Nil

- (e) a summary of the material terms and conditions of the Performance Rights is set out in Schedule 4.
- (f) the Performance Rights are unquoted Options. The Company has chosen to issue Performance Rights to the Directors for the following reasons:
 - (i) the Performance Rights are unquoted, therefore, the issue of the Performance Rights has no immediate dilutionary impact on Shareholders;
 - (ii) the issue of Performance Rights to the Directors will align the interests of the Directors with those of Shareholders;
 - (iii) the issue of the Performance Rights is a reasonable and appropriate method to provide cost effective remuneration as the non-cash form of this benefit will allow the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to the Directors;
 - (iv) because of the deferred taxation benefit which is available to the Directors in respect of an issue of Options. This is also beneficial to the Company as it means the Directors are not required to immediately sell the Performance Rights to fund a tax liability (as would be the case in an issue of Shares where the tax liability arises upon issue of the Shares) and they will instead, continue to hold an interest in the Company; and
 - (v) it is not considered that there are any significant opportunity costs to the Company or benefits foregone by the Company in issuing the Performance Rights on the terms proposed;
- (g) The value which the Company attributes to each Tranche of the Performance Rights and its basis is set out in Schedule 6.
- (h) If Resolution 7, Resolution 8, and Resolution 9 are approved the Performance Rights will be issued to the Directors (or their respective nominees) no later than one month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules) and it is intended to issue all of the Performance Rights on the same date.
- (i) The issue price of the Performance Rights will be nil, as such no funds will be raised from the issue of the Performance Rights (other than in respect of funds received on exercise of the Performance Rights).
- (j) A summary of the terms of the Employee Securities Incentive Plan is set out in Schedule 5.
- (k) No loan is being made to the Directors in connection with the acquisition of the Performance Rights.
- (l) Securities issued under the Employee Securities 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.

- (m) A voting exclusion statement is included in Resolution 7, Resolution 8, and Resolution 9 of the Notice.

It is noted that at the annual general meeting of the Company dated 24 November 2025 (**2025 AGM**), the shareholders approved the issue of a maximum number of 30,000,000 Shares under the Company's Employee Securities Incentive Plan. The position of the ASX pursuant to ASX Compliance Update no. 13/25 dated 19 December 2025 regarding an issue of securities approved under Listing rule 10.14, is that such securities will no longer count towards the maximum number of securities that can be issued under an employee incentive scheme approved under Listing Rule 7.2 exception 13.

As a result, if the issue of the Performance Rights is approved, these options will not count towards the maximum number of securities that can be issued under the Employee Securities Incentive Plan.

Schedule 1 Definitions

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

\$ or A\$	means Australian Dollars.
ASX	means the ASX Limited (ABN 98 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.
AEST	means Australian Eastern Standard Time, being the time in Sydney, New South Wales.
Board	means the board of Directors.
Convertible Notes	means 142 convertible notes issued by the Company that, pursuant to its applicable terms can be converted into a Share, as more fully described in section 6.1 and on the terms set out in Schedule 2.
Convertible Note Shares	means the Shares issued on conversion of the Convertible Notes, as more fully described in section 6.1 and on the terms set out in Schedule 2.
Convertible Note Options	means 16,904,763 Options with an expiry date of 30 September 2028 and a strike price of \$0.13, as more fully described in section 5.1 and on the terms set out in Schedule 3.
Chair	means the person appointed to chair the Meeting of the Company convened by the Notice.
Company	means Revolver Resources Holdings Ltd (ACN 651 974 980).
Corporations Act	means the <i>Corporations Act 2001</i> (Cth), as amended.
Director	means a director of the Company. As of the date of this Meeting, the Directors are Paul McKenna, Patrick Williams and Brian MacDonald.
Directors' Report	means the annual directors' report prepared under Chapter 2M of the Corporations Act for the Company and its controlled entities.
Employee Securities Incentive Plan	means the Company's securities incentive plan as approved by shareholders on 15 November 2022.
Equity Security	has the same meaning as in the Listing Rules.
Explanatory Memorandum	means the explanatory memorandum which forms part of the Notice.
Future Placement	has the meaning given in Section 8.1.
Future Placement Shares	means the future issue of up to 69,000,000 Shares at an issue price per Share which is not more than a 20% discount to the 5-day VWAP of the Shares of the Company, as more fully described in Section 8.2

Ignite Equity	means Ignite Equity Pty Ltd.
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.
Law	means a Listing Rule or regulation of ASX, a law, a regulation, a judicial, governmental or administrative order or determination in any jurisdiction, and a governmental authority regulation, order, interpretation, guideline, policy or directive.
Lead Manager Options	means the 13,000,000 Options with an expiry date of 30 September 2028 and an exercise price of \$0.13, as more fully described in section 5.1 and on the terms set out in Schedule 3.
Letter of Engagement	means the agreement between Ignite Equity and the Company to act as Lead Manager to the Placement.
Listing Rules	means the listing rules of ASX.
Meeting	has the meaning given in the introductory paragraph of the Notice.
Notice	means this notice of annual general meeting.
Option	means an option in the Company that, pursuant to its applicable terms can be converted into a Share.
Performance Rights	means the 27,000,000 Options as more fully described in section 9 and on the terms set out in Schedule 4.
Placement	means the capital raise constituted of the issue of the Placement Shares and Placement Options.
Placement Options	means the 5,892,857 Options with an expiry date of 30 September 2028 and an exercise price of \$0.13, as more fully described in 4.1 and on the terms set out in Schedule 3.
Placement Participants	means the parties who were issued Placement Shares and Placement Options under the Placement.
Placement Shares	means the 11,785,714 Shares at an issue price of \$0.07 per Share, as more fully described in Section 3.1.
Proxy Form	means the proxy form attached to the Notice.
Resolution	means a resolution referred to in the Notice.
Schedule	means a schedule to the Notice.

Section	means a section of the Explanatory Memorandum.
Securities	means any Equity Securities of the Company (including Shares, Options and/or Performance Rights).
Share	means a fully paid ordinary share in the capital of the Company.
Shareholder	means the holder of a Share.
Trading Day	has the meaning given to that term in the Listing Rules.
VWAP	means, in relation to one or more Trading Days, the volume weighted average price (in A\$), of the Shares on ASX and COB for those Trading Days.

Schedule 2 Terms and Conditions of Convertible Note

Convertible Notes entitle the holder (Holder) to convert into ordinary shares in the capital of the Company (Shares) on the following terms:

- 1.1 Subject to paragraphs 1.13 and 1.14, each Convertible Note will convert into Shares on the earliest of any of the following occurring:
 - (a) if a Holder gives a Conversion Notice to the Company, 3 business days after the date of the Conversion Notice;
 - (b) otherwise, on the maturity date (30 months).
- 1.2 The number of Shares to be issued for each Convertible Note is determined using a Share price equal to the lower of \$0.10 or a 20% discount to the VWAP for the 15 business days on which trading of Shares occurred prior to the relevant date in paragraph 1, provided that if a Conversion Notice is given before 16 weeks, then the Share price will be \$0.10.
- 1.3 Conversion of each Convertible Note is as follows:
 - (a) the Company shall issue and allot to the Holder in respect of each Convertible Note converted, such number of Shares as determined by the Conversion Rate;
 - (b) the Shares issued shall rank in all respects equally with the then issued Shares in the capital of the Company;
 - (c) the Company is hereby authorised to apply the Subscription Amount as payment in full for the Shares and the Company shall have no obligation in respect of the repayment of the Subscription Amount for the Convertible Notes converted;
 - (d) the Holder accepts such Shares subject to the terms of the constituent documents of the Company and must return a certificate or statement in respect of the Convertible Notes held by the Holder to the Company;
 - (e) the Company will apply to have the Shares issued on conversion within 3 days of issue.
- 1.4 There are no participating rights or entitlements conferred on the Convertible Notes and the Holder will not be entitled to participate with respect to the Convertible Notes in new issues offered to Holders during the term of the Convertible Notes. There is no change in the number of Shares over which a Convertible Note can be converted in the event of a pro-rata issue.
- 1.5 The Convertible Notes are unsecured.
- 1.6 The Convertible Notes are unlisted and are only transferable with the written consent of the Company.
- 1.7 The Convertible Notes may be converted in whole or in part.
- 1.8 The Convertible Notes do not confer any voting rights.
- 1.9 The Convertible Notes do not confer any rights to repayment in the event of a winding up of the Company.
- 1.10 No interest is payable on the Convertible Notes.
- 1.11 The Convertible Notes are not redeemable except at the election of the Company at maturity.
- 1.12 In the event of any reorganisation of capital of the Company, the number of Convertible Notes to which the Holder is entitled will be changed to comply with the ASX Listing Rules applying to a reorganisation of capital at the time of reorganisation.

- 1.13 If a takeover bid within the meaning of the Corporations Act is made for the Shares and the bidder acquires a relevant interest in at least 90% of the Shares and the bid is unconditional, any Convertible Notes not converted within 7 days thereafter will automatically convert into Shares at the lower of the takeover price or the Share price described in paragraph 2.
- 1.14 If a court orders a meeting to be held in relation to a proposed scheme of arrangement in relation to the Company the effect of which is that a person will have a relevant interest in at least 90% of the Shares and that resolution is passed by the requisite majorities of Company shareholders, any Convertible Notes not converted within 2 days of the court order approving the scheme of arrangement will automatically convert into Shares at the lower of the takeover price or the Share price described in paragraph 2.
- 1.15 Whilst any Convertible Notes are on issue, the Company undertakes to not dispose of any material asset without prior consultation with Ignite Equity Pty Ltd.
- 1.16 Whilst any Convertible Notes are on issue:
- (a) the Company must not permit the conversion of any Convertible Notes, and the Holder must not demand the conversion of any Convertible Notes, where to do so, would be in breach of any law, including without limitation the requirement to obtain the approval of any governmental organisation under the Foreign Acquisitions and Takeovers Act 1975 (Cth), or to obtain the approval of the shareholders of the Company under the Corporations Act 2001 (Cth), the ASX Listing Rules or the constitution of the Company, in respect of the issue of shares in the capital of the Company to the Holder.
 - (b) the Company must on receipt of a written conversion notice sent to any director of the Company by email, do all things, including by sending all notices and convening all meetings, for the purpose of obtaining the approval to the conversion of any Convertible Notes for the purposes of this document.
 - (c) the Holder must do all things, including by delivering all documents and other information, reasonably requested by the Company, for the purposes of satisfying any law applicable to the conversion of any Convertible Notes, or assisting the Company to comply with its obligations in this regard.

Schedule 3 Options Terms

Options entitle the holder (**Holder**) to subscribe for ordinary fully paid shares in the Company (**Shares**) on the following terms:

Each Option entitles the Holder to subscribe for one Share upon exercise of the Option.

1. The amount payable on exercise of an Option is 13 cents (\$0.13).
2. Subject to paragraphs 12 and 13, each Option expires on 30 September 2028. An Option not exercised on or before the expiry date will automatically lapse on the expiry date.
3. There are no participating rights or entitlements conferred on the Options and the Holder will not be entitled to participate with respect to the Options in new issues offered to Shareholders during the term of the Options without exercising the Options. There is no change in the exercise price or to the number of Shares over which an Option can be exercised in the event of a pro-rata issue.
4. In the event of any reorganisation of capital of the Company, the number of Options to which the Holder is entitled or the exercise price of the Options or both will be changed to comply with the ASX Listing Rules applying to a reorganisation of capital at the time of reorganisation.
5. The number of Options held will appear on a Holder's statement which will be accompanied by a Notice of Exercise of Options form that is to be completed when exercising Options.
6. The Options can be exercised at any time prior to their expiry date by completing the Notice of Exercise of Options form and delivering it to the Company with payment of the exercise price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.
7. The Company shall, within 5 Business Days after the receipt of a Notice of Exercise of Options form and the requisite payment, issue Shares in respect of the Options exercised and arrange for a holding statement for the Shares to be dispatched to the Holder.
8. The Holder may exercise any number of the Options without prejudice to the Holder's ability to subsequently exercise any remaining Options.
9. If admitted to the official list of ASX at the time, the Company will, within 7 days, apply for official quotation on ASX of the Shares issued upon the exercise of the Options.
10. Shares issued on exercise of an Option rank equally with the then issued Shares.
11. Options are unlisted and are only transferable with the written consent of the Company.
12. If a takeover bid within the meaning of the Corporations Act is made for the Shares and the bidder acquires a relevant interest in at least 90% of the Shares and the bid is unconditional, any Options not exercised within 7 days thereafter will automatically lapse.
13. If a court orders a meeting to be held in relation to a proposed scheme of arrangement in relation to the Company the effect of which is that a person will have a relevant interest in at least 90% of the Shares and that resolution is passed by the requisite majorities of Company shareholders, any Options not exercised within 2 days of the court order approving the scheme of arrangement will automatically lapse.

Schedule 4 Terms and Conditions of Performance Rights

1. The Performance Rights under each respective Tranche will vest subject to the following milestones being achieved:
 - (a) **Tranche 1:** Final Investment Decision (**FID**) for the Dianne Mine Recommencement Project approved by the Board and announced to the ASX by 30 June 2026, with the Board resolution and announcement clearly referencing the FID and funding strategy;
 - (b) **Tranche 2:** Commissioning of the Dianne solvent extraction and electrowinning hydrometallurgical processing plant, evidenced by formal signoff by the specialist 3rd party consultant engaged for commissioning of such processing plant;
 - (c) **Tranche 3:** Contract production offtake for sales of copper cathode, produced at Revolver's Dianne Copper Mine Project in a formal agreement announced to the ASX by 30 June 2026;
 - (d) **Tranche 4:** Announcement to the ASX by 31 December 2027, of the addition of an additional 20,000 tonne of copper resource through merger, alliance or acquisition, which is at least if 1600kt of copper bearing ore and minimum grade of not less than 0.7% Cu equivalent which may contain copper, gold, silver, zinc, nickel, cobalt or lead;
 - (e) **Tranche 5:** On commencement of cathode production at Revolver's Dianne Copper Mine Project;
 - (f) **Tranche 6:** The Company's Shares achieving a 15-day VWAP of at least \$0.17 by 31 December 2026; and
 - (g) **Tranche 7:** The Company's Shares achieving a 15-day VWAP of at least \$0.25 by 30 June 2027.
2. Each Performance Right carries the right to subscribe for one Share.
3. Each Performance Right is unlisted and is not transferable.
4. Expiry date: Each Performance Right will expire on the earlier to occur of:
 - (a) The Performance Right lapsing and being forfeited under the Employee Securities Incentive Plan rules; and
 - (b) The date that is 5 years from the date of issue.
5. Exercise price: Nil
6. Upon vesting, and subject to any restrictions imposed by ASX on the exercise of Performance Rights, Performance Rights may be exercised by the Performance Right Holder by delivering to the Company's registered office or the Company's share registry an Exercise Notice at any time prior to the Expiry Date.
7. Each Exercise Notice must state the number of Performance Rights to be exercised and be accompanied by the relevant holding statement(s), if any, and payment (in Australian currency) to the Company of an amount (the **Application Monies**) being the result of the Exercise Price multiplied by the number of Performance Rights being exercised.

8. Following receipt of a properly executed Exercise Notice and Application Monies in respect of the exercise of any Performance Rights, the Company will issue the resultant Shares and deliver notification of shareholdings.
9. Subject to any restrictions imposed by ASX, the Company will make application to have the Shares (issued pursuant to an exercise of Performance Rights) listed for quotation by ASX within 7 days of the date of issue.
10. Subject to any restrictions imposed by ASX, Shares issued pursuant to an exercise of Performance Rights shall rank, from the date of issue, pari passu with existing Shares in all respects.
11. Performance Rights carry no right to participate in pro rata issues of securities to shareholders unless the Performance Rights are exercised before the record date for determining entitlements to the relevant pro rata issue.
12. Each Performance Right Holder will be notified by the Company of any proposed pro rata issue of securities to shareholders in accordance with ASX Listing Rules.
13. In the event of a reorganisation (including reconstruction, consolidation, subdivision, reduction, or return) of the capital of the Company, the terms of the Performance Rights will be changed to the extent necessary to comply with the requirements of the Corporations Act and ASX Listing Rules (in force at the time of the reorganisation).
14. Except as noted in paragraph 12 above, a Performance Right does not confer the right to a change in exercise price or a change in the number of underlying securities over which the Performance Right can be exercised.

Schedule 5 Terms of Employee Securities Incentive Plan

The following is a summary of the material terms and conditions of the Employee Securities Incentive Plan:

1. **(Eligible Participant):** A person is eligible to participate in the Employee Securities Incentive Plan (**Eligible Participant**) if they have been determined by the Board to be eligible to participate in the Employee Securities Incentive Plan from time to time and are an “ESS participant” (as that term is defined in Division 1A) in relation to the Company or an associated entity of the Company.

This relevantly includes, amongst others:

- (a) an employee or director of the Company or an individual who provides services to the Company;
- (b) an employee or director of an associated entity of the Company or an individual who provides services to such an associated entity;
- (c) a prospective person to whom paragraphs (a) or (b) apply;
- (d) a person prescribed by the relevant regulations for such purposes; or
- (e) certain related persons on behalf of the participants described in paragraphs (a) to (d) (inclusive).

2. **(Maximum allocation):**

- (a) The Company must not make an offer of Securities under the Employee Securities Incentive Plan in respect of which monetary consideration is payable (either upfront, or on exercise of convertible securities) where:
 - (i) the total number of Employee Securities Incentive Plan Shares (as defined in paragraph 14 below) that may be issued or acquired upon exercise of the convertible securities offered; plus
 - (ii) the total number of Employee Securities Incentive Plan Shares issued or that may be issued as a result of offers made under the Employee Securities Incentive Plan at any time during the previous 3 year period,

would exceed 5% of the total number of Shares on issue at the date of the offer or such other limit as may be specified by the relevant regulations or the Company's Constitution from time to time.

3. **(Purpose):** The purpose of the Employee Securities Incentive Plan is to:

- (a) assist in the reward, retention and motivation of Eligible Participants;
- (b) link the reward of Eligible Participants to Shareholder value creation; and
- (c) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity

to Eligible Participants to receive an equity interest in the Company in the form of Securities.

4. **(Employee Securities Incentive Plan administration):** The Employee Securities Incentive Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Employee Securities Incentive Plan rules in its sole and absolute discretion, subject to compliance with applicable laws and the Listing Rules. The Board may delegate its powers and discretion.
5. **(Eligibility, invitation and application):** The Board may from time to time determine that an Eligible Participant may participate in the Employee Securities Incentive Plan and make an invitation to that Eligible Participant to apply for Securities on such terms and conditions as the Board decides. An invitation issued under the Employee Securities Incentive Plan will comply with the disclosure obligations pursuant to Division 1A.

On receipt of an invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.

A waiting period of at least 14 days will apply to acquisitions of Securities for monetary consideration as required by the provisions of Division 1A.

6. **(Grant of Securities):** The Company will, to the extent that it has accepted a duly completed application, grant the successful applicant (**Participant**) the relevant number of Securities, subject to the terms and conditions set out in the invitation, the Employee Securities Incentive Plan rules and any ancillary documentation required.
7. **(Terms of Convertible Securities):** Each 'Convertible Security' represents a right to acquire one or more Shares (for example, under an option or performance right), subject to the terms and conditions of the Employee Securities Incentive Plan.

Prior to a Convertible Security being exercised a Participant does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security by virtue of holding the Convertible Security. A Participant may not sell, assign, transfer, grant a security interest over or otherwise deal with a Convertible Security that has been granted to them. A Participant must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.

8. **(Vesting of Convertible Securities):** Any vesting conditions applicable to the grant of Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that Convertible Security will lapse.
9. **(Exercise of Convertible Securities and cashless exercise):** To exercise a Convertible Security, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Convertible Securities (see below), pay the exercise price (if any) to or as directed by the Company, at any time prior to the earlier of any date specified in the vesting notice and the expiry date as set out in the invitation.

At the time of exercise of the Convertible Securities, and subject to Board approval, the Participant may elect not to be required to provide payment of the exercise price for the number of Convertible Securities specified in a notice of exercise, but that on exercise of those Convertible Securities the Company will transfer or issue to the Participant that number of Shares equal in value to the positive difference between the Market Value of the Shares at the time of exercise and the exercise price that would otherwise be payable to exercise those Convertible Securities.

10. **Market Value** means, at any given date, the volume weighted average price per Share traded on the ASX over the 5 trading days immediately preceding that given date, unless otherwise specified in an invitation.

A Convertible Security may not be exercised unless and until that Convertible Security has vested in accordance with the Employee Securities Incentive Plan rules, or such earlier date as set out in the Employee Securities Incentive Plan rules.

11. **(Delivery of Shares on exercise of Convertible Securities)**: As soon as practicable after the valid exercise of a Convertible Security by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Employee Securities Incentive Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.

12. **(Forfeiture of Convertible Securities)**: Where a Participant who holds Convertible Securities ceases to be an Eligible Participant or becomes insolvent, all unvested Convertible Securities will automatically be forfeited by the Participant, unless the Board otherwise determines in its discretion to permit some or all of the Convertible Securities to vest.

Where the Board determines that a Participant has acted fraudulently or dishonestly, or wilfully breached his or her duties to the Group, the Board may in its discretion deem all unvested Convertible Securities held by that Participant to have been forfeited.

Unless the Board otherwise determines, or as otherwise set out in the Employee Securities Incentive Plan rules: any Convertible Securities which have not yet vested will be forfeited immediately on the date that the Board determines (acting reasonably and in good faith) that any applicable vesting conditions have not been met or cannot be met by the relevant date; and any Convertible Securities which have not yet vested will be automatically forfeited on the expiry date specified in the invitation.

13. **(Change of control)**: If a change of control event occurs in relation to the Company, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the Participant's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the Participant to participate in and/or benefit from any transaction arising from or in connection with the change of control event.

14. **(Rights attaching to Employee Securities Incentive Plan Shares)**: All Shares issued under the Employee Securities Incentive Plan, or issued or transferred to a Participant upon the valid exercise of a Convertible Security, **(Employee Securities Incentive Plan Shares)** will rank pari passu in all respects with the Shares of the same class. A Participant will be entitled to any dividends declared and distributed by the Company on the Employee Securities Incentive Plan Shares and may participate in any dividend reinvestment Employee Securities Incentive Plan operated by the Company in respect of Employee Securities Incentive Plan Shares. A Participant may exercise any voting rights attaching to Employee Securities Incentive Plan Shares.

15. **(Disposal restrictions on Securities):** If the invitation provides that any Employee Securities Incentive Plan Shares or Convertible Securities are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.
16. **(Adjustment of Convertible Securities):** If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.

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

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

17. **(Participation in new issues):** There are no participation rights or entitlements inherent in the Convertible Securities and holders are not entitled to participate in any new issue of Shares of the Company during the currency of the Convertible Securities without exercising the Convertible Securities.
18. **(Amendment of Employee Securities Incentive Plan):** Subject to the following paragraph, the Board may at any time amend any provisions of the Employee Securities Incentive Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Employee Securities Incentive Plan and determine that any amendments to the Employee Securities Incentive Plan rules be given retrospective effect, immediate effect or future effect.

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

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

Schedule 6 Valuation of Performance Rights

The Company's advisers have valued each Tranche of the Performance Rights proposed to be issued to each of the Directors using the Binomial Model. The valuation of a Performance Right using the Binomial Model is a function of a number of variables.

The valuation of each of the Tranches of the Performance Rights has been prepared by the Company's advisers using the following assumptions:

1. The assumed Grant Date of Tranche 1 is 18 March 2026;
2. The Expiry Date is 5:00pm (AEST) on the date that is five years from the Grant Date;
3. The risk-free interest rate is 4.526% (based on the most recent available 5-year Australian government bond rate published by the Reserve Bank of Australia, being as at 11 March 2026);
4. The volatility of the Share price is 91% based on the Company's historic share price volatility since listing on the ASX; and
5. The probability discount applied to the theoretical valuation of the Performance Rights to reflect the Director's opinion on the probability that the vesting condition corresponding to each tranche will be met.

Tranche 1	
Variable	
Share price at assumed Grant Date	\$0.072
Exercise Price	Nil
Risk-free rate	4.526%
Volatility	91%
Dividend yield	Nil
VWAP hurdle	Nil
Number of Performance Rights	2,250,000
Total value per Performance Right	\$0.072
Probability	10%
Fair value per Performance Right	\$0.0072
Total Fair Value	\$16,200

Tranche 2	
Variable	
Share price at assumed Grant Date	\$0.072
Exercise Price	Nil
Risk-free rate	4.526%
Volatility	91%
Dividend yield	Nil
VWAP hurdle	Nil
Number of Performance Rights	4,500,000
Total value per Performance Right	\$0.072
Probability	<10% (adopted 10%)
Fair value per Performance Right	\$0.0072
Total Fair Value	\$32,400

Tranche 3	
Variable	
Share price at assumed Grant Date	\$0.072
Exercise Price	Nil
Risk-free rate	4.526%
Volatility	91%
Dividend yield	Nil
VWAP hurdle	Nil
Number of Performance Rights	2,250,000
Total value per Performance Right	\$0.072
Probability	10%
Fair value per Performance Right	\$0.0072
Total Fair Value	\$16,200

Tranche 4	
Variable	
Share price at assumed Grant Date	\$0.072
Exercise Price	Nil
Risk-free rate	4.526%
Volatility	91%
Dividend yield	Nil
VWAP hurdle	Nil
Number of Performance Rights	4,500,000
Total value per Performance Right	\$0.072
Probability	<5% (adopted 5%)
Fair value per Performance Right	\$0.0036
Total Fair Value	\$16,200

Tranche 5	
Variable	
Share price at assumed Grant Date	\$0.072
Exercise Price	Nil
Risk-free rate	4.526%
Volatility	91%
Dividend yield	Nil
VWAP hurdle	Nil
Number of Performance Rights	4,500,000
Total value per Performance Right	\$0.072
Probability	<10% (adopted 10%)
Fair value per Performance Right	\$0.0072
Total Fair Value	\$32,400

Tranche 6	
Variable	
Share price at assumed Grant Date	\$0.072
Exercise Price	Nil
Risk-free rate	4.526%
Volatility	91%
Dividend yield	Nil
VWAP hurdle	15-day VWAP of at least \$0.17 by 31 December 2026
Number of Performance Rights	4,500,000
Probability	<10% (adopted 10%)
Fair value per Performance Right	\$0.0117
Total Fair Value	\$52,650

Tranche 7	
Variable	
Share price at assumed Grant Date	\$0.072
Exercise Price	Nil
Risk-free rate	4.526%
Volatility	91%
Dividend yield	Nil
VWAP hurdle	15-day VWAP of at least \$0.25
Number of Performance Rights	4,500,000
Probability	<5% (adopted 5%)
Fair value per Performance Right	\$0.0068
Total Fair Value	\$30,600

Your proxy voting instruction must be received by **11:00am (AEST) on Saturday, 02 May 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.



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