



**Green360 Technologies Limited
ACN 140 316 463**

Notice of General Meeting

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

Time and date: 10am (AWST) on Wednesday, 27 May 2026

In-person: Level 11, 40 The Esplanade, Perth, Western Australia 6000

The Notice of 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 Joint Company Secretary by telephone on +61 8 6268 2641.

Shareholders are urged to vote by lodging the Proxy Form

Green360 Technologies Limited
ACN 140 316 463
(Company)

Notice of General Meeting

Notice is hereby given that the general meeting of Shareholders of Green360 Technologies Limited ACN 140 316 463 will be held at Level 11, 40 The Esplanade, Perth, Western Australia 6000 on Wednesday, 27 May 2026 at 10am (AWST) (**Meeting**).

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on Monday, 25 May 2026 at 5pm (AWST).

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.

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

Agenda

1 Resolutions

Resolution 1 – Ratification of prior issue 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 111,500,000 Placement Shares under Listing Rule 7.1 on the terms and conditions in the Explanatory Memorandum.’

Resolution 2 – Approval to issue Director 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 10.11 and for all other purposes, Shareholders approve the issue of up to 1,000,000 Director Placement Shares to Nicholas Anderson (or his nominees) on the terms and conditions in the Explanatory Memorandum.’

Resolution 3 – Ratification of prior issue of Loan Conversion 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 20,000,000 Loan Conversion Shares to Tember Nominees under Listing Rule 7.1 on

the terms and conditions in the Explanatory Memorandum.'

Resolution 4 – Approval to issue Director Appointment Performance Rights

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 10.14 and for all other purposes, Shareholders approve the issue of up to 3,000,000 Director Appointment Performance Rights to Nicholas Anderson (or his nominees) under the Plan, on the terms and conditions in the Explanatory Memorandum.'

Resolution 5 – Approval to issue Incentive Performance Rights

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

'That, pursuant to and in accordance with Listing Rule 10.14, sections 195(4) and 208 of the Corporations Act and for all other purposes, Shareholders approve the issue of up to 52,000,000 Incentive Performance Rights to the Directors (or their respective nominees) under the Plan as follows:

- (a) *up to 40,000,000 Incentive Performance Rights to Aaron Banks;*
- (b) *up to 3,000,000 Incentive Performance Rights to Peter Trinder;*
- (c) *up to 3,000,000 Incentive Performance Rights to Nicholas Anderson,*
- (d) *up to 3,000,000 Incentive Performance Rights to Darren Hedley; and*
- (e) *up to 3,000,000 Incentive Performance Rights to Mark Pensabene;*

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:** by or on behalf of any person who participated in the issue of these Placement Shares or is a counterparty to the agreement being approved, or any of their respective associates;
- (b) **Resolution 2:** by or on behalf of Nicholas Anderson (or his nominees), and any other person who will obtain a material benefit as a result of the issue of these Director Placement Shares, or any of his associates;
- (c) **Resolution 3:** by or on behalf of Tember Nominees, and any other person who participated in the issue of the Loan Conversion Shares, or any of their respective associates;
- (d) **Resolution 4:** by or on behalf of Nicholas Anderson (or his nominees), and any person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates;

- (e) **Resolution 5(a)**: by or on behalf of Aaron Banks (or his nominees), and any person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates;
- (f) **Resolution 5(b)**: by or on behalf of Peter Trinder (or his nominees), and any person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates;
- (g) **Resolution 5(c)**: by or on behalf of Nicholas Anderson (or his nominees), and any person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates;
- (h) **Resolution 5(d)**: by or on behalf of Darren Hedley (or his nominees), and any person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates; and
- (i) **Resolution 5(e)**: by or on behalf of Mark Pensabene (or his nominees), and any person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates.

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

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

Voting prohibitions

Resolution 4 and Resolution 5(a) to (e) (inclusive): In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on the relevant Resolution if:

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

However, the above prohibition does not apply if:

- (a) the proxy is the Chair; and

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

Further, in accordance with section 224 of the Corporations Act, a vote on **Resolution 5(a) to (e) (inclusive)** must not be cast (in any capacity) by or on behalf of a related party of the Company to whom the relevant Resolution would permit a financial benefit to be given, or an associate of such a related party.

However, the above prohibition does not apply if:

- (a) it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on the relevant Resolution; and
- (b) it is not cast on behalf of a related party of the Company to whom the relevant Resolution would permit a financial benefit to be given, or an associate of such a related party.

Please note: If the Chair is a person referred to in the section 224 Corporations Act voting prohibition statement above, the Chair will only be able to cast a vote as proxy for a person who is entitled to vote if the Chair is appointed as proxy in writing and the Proxy Form specifies how the proxy is to vote on the relevant Resolution.

If you purport to cast a vote other than as permitted above, that vote will be disregarded by the Company (as indicated above) and you may be liable for breaching the voting restrictions that apply to you under the Corporations Act.

BY ORDER OF THE BOARD



Andrew Taylor
Joint Company Secretary
Green360 Technologies Limited
Dated: 13 April 2026

Green360 Technologies Limited
ACN 140 316 463
(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 be held at Level 11, 40 The Esplanade, Perth, Western Australia 6000 on Wednesday, 27 May 2026 at 10am (AWST) **(Meeting)**.

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 prior issue of Placement Shares
Section 4	Resolution 2 – Approval to issue Director Placement Shares
Section 5	Resolution 3 – Ratification of prior issue of Loan Conversion Shares
Section 6	Resolution 4 – Approval to issue Director Appointment Performance Rights
Section 7	Resolution 5 – Approval to issue Incentive Performance Rights
Schedule 1	Definitions
Schedule 2	Summary of material terms of the Plan
Schedule 3	Terms and conditions of Director Appointment Performance Rights
Schedule 4	Valuation of Director Appointment Performance Rights
Schedule 5	Terms and conditions of Incentive Performance Rights
Schedule 6	Valuation of Incentive 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 Resolutions.

2.1 Voting in person

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

2.2 Voting by proxy

A Proxy Form is made available with this 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 or, if they are unable to attend in person, 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 at the Meeting in person.

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 10am (AWST) on Monday 25 May 2026, being not later than 48 hours before the commencement of the Meeting.

2.3 **Chair's voting intentions**

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

Subject to the following paragraph, if the Chair is your proxy, either by appointment or by default, and you have not indicated your voting intention, you expressly authorise the Chair to exercise the proxy in respect of Resolution 4 and Resolution 5(a) to (e) (inclusive) even though these Resolutions are connected directly or indirectly with the remuneration of the Company's Key Management Personnel.

If the Chair is a person referred to in the voting prohibition statement applicable to a Resolution (under section 224 of the Corporations Act), the Chair will only be able to cast a vote as proxy for you on the relevant Resolution if you are entitled to vote and have specified your voting intention in the Proxy Form.

2.4 **Submitting questions**

Shareholders may submit questions in advance of the Meeting to the Company. Questions must be submitted by emailing the Joint Company Secretary at info@g360tech.au by no later than five business days before the Meeting.

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 prior issue of Placement Shares**

3.1 **General**

On 6 March 2026, the Company announced that it had received binding commitments for a \$4.5 million (before costs) placement via the issue of up to 112,500,000 Shares (**Placement Shares**) at an issue price of \$0.04 per Placement Share (**Placement**).

The issue of 112,500,000 Placement Shares is comprised of the following:

- (a) 111,500,000 Placement Shares to non-related parties, which were issued on 13 March 2026 utilising the Company's available placement capacity under Listing Rule 7.1 (the subject of Resolution 1); and
- (b) 1,000,000 Placement Shares (**Director Placement Shares**) to Non-Executive Director Nicholas Anderson (or his nominees) subject to Shareholder approval under Listing Rule 10.11 (the subject of Resolution 2).

Resolution 1 seeks the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of 111,500,000 Placement Shares under Listing Rule 7.1.

3.2 **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 shares it had on issue at the start of that period.

Listing Rule 7.4 provides an exception to Listing Rules 7.1. It provides that where a company in a general meeting ratifies the previous issue of securities made pursuant to 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 purposes of Listing Rule 7.1.

The effect of Shareholders passing Resolution 1 will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% placement capacity set out in Listing Rule 7.1, without the requirement to obtain prior Shareholder approval.

If Resolution 1 is passed, 111,500,000 Placement Shares will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the issue date.

If Resolution 1 is not passed, 111,500,000 Placement 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, to the extent of 111,500,000 Equity Securities for the 12-month period following the issue of those Placement Shares.

The Company confirms that Listing Rule 7.1 was not breached at the time the Placement Shares were issued.

3.3 **Specific information required by Listing Rule 7.5**

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to the ratification of the issue of 111,500,000 Placement Shares:

- (a) These Placement Shares were issued to new and existing professional and sophisticated investors, none of whom are a related party of the Company or a Material Investor (based on information known to the Company) (**Placement Participants**). The Placement Participants were identified through a bookbuild process, which involved the Company and CPS Capital Group Pty Ltd (**Lead Manager**) seeking expressions of interest to participate in the Placement from new and existing contacts of the Company and Lead Manager.
- (b) A total of 111,500,000 Placement Shares were issued under Listing Rule 7.1.
- (c) The Placement Shares are fully paid and rank equally in all respects with the Company's existing Shares on issue.
- (d) The Placement Shares were issued on 13 March 2026 at an issue price of \$0.04 each, raising \$4,460,000 (before costs).
- (e) Proceeds of the Placement have been and are intended to be strategically deployed to support key growth and commercialisation initiatives across the Company's business, such as:

- (i) capital expenditure and operating costs associated with the anticipated commercialisation of Eco-Clay;
 - (ii) development of further low-carbon cement formulations;
 - (iii) Pittong operations working capital; and
 - (iv) general working capital and costs associated with the Placement.
- (f) There are no other material terms to the agreement for the subscription of the Placement Shares.
- (g) A voting exclusion statement is included in the Notice.

3.4 **Additional information**

Resolution 1 is an ordinary resolution.

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

4. **Resolution 2 – Approval to issue Director Placement Shares**

4.1 **General**

The background to the Placement, including the proposed issue of Director Placement Shares is set out in Section 3.1 above.

Resolution 2 seeks the approval of Shareholders pursuant to Listing Rule 10.11 for the issue of 1,000,000 Director Placement Shares to Nicholas Anderson (or his nominees).

4.2 **Listing Rule 10.11**

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue Equity Securities to any of the following persons without the approval of Shareholders:

- (a) a related party (Listing Rule 10.11.1);
- (b) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial holder (30%+) in the company (Listing Rule 10.11.2);
- (c) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial holder (10%+) in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so (Listing Rule 10.11.3);
- (d) an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3 (Listing Rule 10.11.4); or
- (e) a person whose relationship with the company or a person referred to in Listing Rules 10.11.1 or 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders (Listing Rule 10.11.5).

Nicholas Anderson is a related party of the Company by virtue of being a director of the

Company.

Shareholder approval pursuant to Listing Rule 10.11 is therefore required unless an exception applies. It is the view of the Board that the exceptions set out in Listing Rule 10.12 do not apply in the current circumstances.

Approval pursuant to Listing Rule 7.1 is not required for the issue of the Director Placement Shares as approval is being obtained under Listing Rule 10.11. Accordingly, the issue of the Director Placement Shares to Nicholas Anderson (or his nominees) will not be included in the Company's 15% placement capacity pursuant to Listing Rule 7.1.

The effect of Shareholders passing Resolution 2 will be to allow the Company to issue the Director Placement Shares, raising \$40,000 (before costs) under the Placement.

If Resolution 2 is not passed, the Company will not be able to proceed with the issue of the Director Placement Shares and will not raise \$40,000 (before costs).

4.3 **Specific information required by Listing Rule 10.13**

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in relation to the proposed issue of the Director Placement Shares:

- (a) A maximum of 1,000,000 Director Placement Shares will be issued to Nicholas Anderson (or his nominees).
- (b) Nicholas Anderson falls into the category stipulated by Listing Rule 10.11.1. In the event the Director Placement Shares are issued to a nominee of Mr Anderson, that nominee will fall into the category stipulated by Listing Rule 10.11.4.
- (c) The Director Placement Shares will be fully paid and rank equally in all respects with the Company's existing Shares on issue.
- (d) The Director Placement Shares will be issued no later than 1 month after the date of the Meeting.
- (e) The Director Placement Shares will be issued at an issue price of \$0.04 each, being the same price as those Placement Shares issued to non-related party participants in the Placement.
- (f) A summary of the intended use of funds raised from the Placement is set out in Section 3.1 above.
- (g) The proposed issue of the Director Placement Shares is not intended to remunerate or incentivise Nicholas Anderson.
- (h) There are no other material terms to the proposed issue of the Director Placement Shares.
- (i) A voting exclusion statement is included in the Notice.

4.4 **Chapter 2E of the Corporations Act**

In accordance with Chapter 2E of the Corporations Act, in order to give a financial benefit to a related party, the Company must:

- (a) obtain Shareholder approval in the manner set out in sections 217 to 227 of the

Corporations Act;

- (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.

The proposed issue of the Director Placement Shares constitutes giving a financial benefit to a related party of the Company.

The Board (with Mr Anderson abstaining) considers that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the Director Placement Shares because the Director Placement Shares will be issued on the same terms as those Placement Shares issued to non-related party participants in the Placement and as such the giving of the financial benefit is on arm's length terms.

4.5 **Additional information**

Resolution 2 is an ordinary resolution.

The Board (with Mr Anderson abstaining due to his personal interest in the outcome of the Resolution) recommends Shareholders vote in favour of Resolution 2.

5. **Resolution 3 – Ratification of prior issue of Loan Conversion Shares**

5.1 **General**

On 30 November 2023, the Company announced that it secured \$1 million in debt funding, from private lender Tember Nominees, using its non-core asset, being freehold land it owns at Lal Lal, located in Victoria, as security against the loan (**Mortgage Loan**).

In November 2025, the Company and Tember Nominees agreed to:

- (a) convert half the Mortgage Loan to equity via the issue of 20,000,000 Shares at a deemed issue price of \$0.025 per Share (**Loan Conversion Shares**); and
- (b) extend the repayment of the remaining Mortgage Loan of \$500,000 for a further six-month period ending 29 May 2026, with the interest rate for this period being 11% per annum. As partial consideration for the extension, the Company issued Tember Nominees 500,000 Options exercisable at \$0.06 each and expiring on 27 November 2027.

The Company issued the Loan Conversion Shares to Tember Nominees on 27 November 2025 utilising its available placement capacity under Listing Rule 7.1.

Resolution 3 seeks the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Loan Conversion Shares under Listing Rule 7.1.

5.2 **Listing Rules 7.1 and 7.4**

A summary of Listing Rules 7.1 and 7.4 is set out in Section 3.2 above.

The effect of Shareholders passing Resolution 3 will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% placement capacity set out in Listing Rule 7.1, without the requirement to obtain prior Shareholder approval.

If Resolution 3 is passed, 20,000,000 Loan Conversion Shares will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the issue date.

If Resolution 3 is not passed, 20,000,000 Loan 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, to the extent of 20,000,000 Equity Securities for the 12-month period following the issue of the Loan Conversion Shares.

The Company confirms that Listing Rule 7.1 was not breached at the time the Loan Conversion Shares were issued.

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

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to the ratification of the issue of the Loan Conversion Shares:

- (a) The Loan Conversion Shares were issued to Tember Nominees, whom is not a related party of the Company.
- (b) A total of 20,000,000 Loan Conversion Shares were issued under Listing Rule 7.1.
- (c) The Loan Conversion Shares are fully paid and rank equally in all respects with the Company's existing Shares on issue.
- (d) The Loan Conversion Shares were issued on 27 November 2025 at a deemed issue price of \$0.025 each.
- (e) The Loan Conversion Shares were issued for nil cash consideration as they were issued in lieu of cash for half of the Mortgage Loan. Accordingly, no funds were raised from the issue of the Loan Conversion Shares.
- (f) There are no other materials terms to the agreement for the issue of the Loan Conversion Shares.
- (g) A voting exclusion statement is included in the Notice.

5.4 **Additional information**

Resolution 3 is an ordinary resolution.

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

6. Resolution 4 – Approval to issue Director Appointment Performance Rights

6.1 General

On 16 December 2025, the Company announced that it had appointed Nicholas Anderson as Non-Executive Director effective 1 January 2026.

As part of Mr Anderson's appointment, the Company agreed, subject to obtaining Shareholder approval, to issue up to a total of 3,000,000 Performance Rights to Nicholas Anderson, or his nominees, under the Plan (**Director Appointment Performance Rights**) as follows:

Director	Director Appointment Performance Rights			Total
	Tranche A ⁽¹⁾	Tranche B ⁽²⁾	Tranche C ⁽³⁾	
Nicholas Anderson	1,000,000	1,000,000	1,000,000	3,000,000

Notes:

1. Vesting upon the VWAP of Shares as traded on the ASX, equalling or exceeding \$0.065 per Share, calculated over 20 consecutive trading days on which the Company's shares have actually traded.
2. Vesting upon the VWAP of Shares as traded on the ASX, equalling or exceeding \$0.08 per Share, calculated over 20 consecutive trading days on which the Company's shares have actually traded.
3. Vesting upon the VWAP of Shares as traded on the ASX, equalling or exceeding \$0.095 per Share, calculated over 20 consecutive trading days on which the Company's shares have actually traded.

The Director Appointment Performance Rights are to be issued under the Plan on the terms and conditions in Schedule 3. A summary of the material terms of the Plan is in Schedule 2.

Resolution 4 seeks Shareholder approval pursuant to Listing Rule 10.14 for the issue of the Director Appointment Performance Rights to Nicholas Anderson (or his nominees) under the Plan.

6.2 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 its Shareholders:

- (a) a director of the entity (Listing Rule 10.14.1);
- (b) an associate of a person referred to in Listing Rule 10.14.1 (Listing Rule 10.14.2); and
- (c) a person whose relationship with the entity or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by Shareholders.

The proposed issue of the Director Appointment Performance Rights falls within Listing Rule 10.14.1 (or Listing Rule 10.14.2 if Mr Anderson elects for the Director Appointment

Performance Rights to be issued to his nominees) and therefore requires the approval of Shareholders under Listing Rule 10.14.

Approval pursuant to Listing Rule 7.1 and 10.11 is not required for the issue of the Director Appointment Performance Rights as approval is being obtained under Listing Rule 10.14. Accordingly, the issue of the Director Appointment Performance Rights will not be included in the Company's 15% annual placement capacity in Listing Rule 7.1 or the maximum permitted number of Equity Securities issued under Listing Rule 7.2, exception 13(b).

The effect of Shareholders passing Resolution 4 will be to allow the Company to proceed with the issue of 3,000,000 Director Appointment Performance Rights to Nicholas Anderson (or his nominees).

If Resolution 4 is not passed, the Company will not be able to proceed with the issue of the Director Appointment Performance Rights to Nicholas Anderson (or his nominees) and the Company will consider other alternative commercial means to incentivise Mr Anderson, including by the payment of cash, subject to the requirements of the Constitution, Corporations Act and Listing Rules.

6.3 Specific information required by Listing Rule 10.15

Pursuant to and in accordance with Listing Rule 10.15, the following information is provided in relation to the proposed issue of the Director Appointment Performance Rights:

- (a) The Director Appointment Performance Rights will be issued under the Plan to Nicholas Anderson (or his nominees).
- (b) Nicholas Anderson is a related party of the Company by virtue of being a Director of the Company and falls into the category stipulated by Listing Rule 10.14.1. In the event the Director Appointment Performance Rights are issued to a nominee of Mr Anderson, that nominee will fall into the category stipulated by Listing Rule 10.14.2.
- (c) The maximum number of Director Appointment Performance Rights to be issued to Nicholas Anderson (or his nominees) under the Plan is 3,000,000.
- (d) The current total annual remuneration package for Nicholas Anderson as at the date of this Notice is set out in the table below:

Director	Salary and fees (exclusive of superannuation) ⁽¹⁾
Nicholas Anderson	\$48,000

Note:

- (1) Does not include the proposed issue of the 3,000,000 Director Appointment Performance Rights (the subject of Resolution 4) or the 3,000,000 Incentive Performance Rights (the subject of Resolution 5(c)) to Mr Anderson (or his nominees).
- (e) No Equity Securities have previously been issued to Nicholas Anderson (or his nominees) under the Plan.

- (f) The Director Appointment Performance Rights will be issued on the terms and conditions set out in Schedule 3.
- (g) The Board considers that Performance Rights, rather than Shares or Options, are an appropriate form of incentive because they reward Nicholas Anderson for his continued service to the Company and for the achievement of share price growth and creation of Shareholder value for the Company. Additionally, the issue of Performance Rights instead of cash is a prudent means of rewarding Mr Anderson whilst conserving the Company's available cash reserves. The Director Appointment Performance Rights align the interests of Mr Anderson with those of the Shareholders and provide appropriate remuneration for Mr Anderson's ongoing commitment and contribution to the Company whilst minimising the expenditure of the Company's cash resources.
- (h) A valuation of the Director Appointment Performance Rights is set out in Schedule 4, with a summary below:

Tranche A	Tranche B	Tranche C	Total
\$33,200	\$31,400	\$29,600	\$94,200

- (i) The Director Appointment Performance Rights will be issued to Nicholas Anderson (or his nominees) as soon as practicable following the Meeting and in any event no later than three years after the Meeting.
- (j) The Director Appointment Performance Rights will be issued for nil cash consideration and will be provided as an incentive component to Nicholas Anderson's remuneration package.
- (k) A summary of the material terms of the Plan is in Schedule 2.
- (l) No loan will be provided to Nicholas Anderson in relation to the issue of the Director Appointment Performance Rights.
- (m) Details of any securities issued under the Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14.
- (n) Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the Plan after the resolution is approved and who were not named in the Notice will not participate until approval is obtained under Listing Rule 10.14.
- (o) A voting exclusion statement is included in the Notice.

6.4 Chapter 2E of the Corporations Act

A summary of Chapter 2E of the Corporations Act is set out in Section 4.4.

The proposed issue of the Director Appointment Performance Rights constitutes giving a financial benefit to a related party of the Company.

The Board (with Mr Anderson abstaining) considers that Shareholder approval pursuant to

Chapter 2E of the Corporations Act is not required because the issue of the Director Appointment Performance Rights is considered to be reasonable remuneration and therefore falls within the exception stipulated by section 211 of the Corporations Act.

6.5 Additional Information

Resolution 4 is an ordinary resolution.

The Board (with Mr Anderson abstaining due to his personal interest in the outcome of the Resolution) recommends Shareholders vote in favour of Resolution 4.

7. Resolution 5

7.1 General

The Company is proposing, subject to obtaining Shareholder approval, to issue up to a total of 52,000,000 Performance Rights to the Directors, or their respective nominees, under the Plan (**Incentive Performance Rights**) as follows:

Director	Incentive Performance Rights					Total
	Tranche 1 ⁽¹⁾	Tranche 2 ⁽²⁾	Tranche 3 ⁽³⁾	Tranche 4 ⁽⁴⁾	Tranche 5 ⁽⁵⁾	
Aaron Banks <i>(Executive Chairman)</i>	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	40,000,000
Peter Trinder <i>(Non-Executive Director)</i>	600,000	600,000	600,000	600,000	600,000	3,000,000
Nicholas Anderson <i>(Non-Executive Director)</i>	600,000	600,000	600,000	600,000	600,000	3,000,000
Darren Hedley <i>(Non-Executive Director)</i>	600,000	600,000	600,000	600,000	600,000	3,000,000

Mark Pensabene (Non-Executive Director)	600,000	600,000	600,000	600,000	600,000	3,000,000
Total	10,400,000	10,400,000	10,400,000	10,400,000	10,400,000	52,000,000

Notes:

1. Vesting upon the first Commercial Sale of Eco-Clay.
2. Vesting upon at least 10kt Sales of Eco-Clay in any rolling 12-month period.
3. Vesting upon at least 30kt Sales of Eco-Clay in any rolling 12-month period.
4. Vesting upon commissioning of own calcining facility to produce metakaolin.
5. Vesting upon first commercial tonnes produced at the Company's own calcining facility.

The Incentive Performance Rights are to be issued under the Plan on the terms and conditions in Schedule 4. A summary of the material terms of the Plan is in Schedule 2.

The Company is in an important stage of development with significant opportunities and challenges in both the near and long-term, and the proposed issue of the Incentive Performance Rights seeks to align the efforts of the Directors in seeking to achieve growth of the Share price and in the creation of Shareholder value.

The Board believes that the issue of these Incentive Performance Rights will further align the interests of the Directors with those of the Company and its Shareholders. In addition, the Board also believes that incentivising with Performance Rights is a prudent means of conserving the Company's available cash reserves. The Board believes it is important to offer these Incentive Performance Rights to continue to attract and maintain highly experienced and qualified Board members in a competitive market.

Resolution 5(a) to (e) (inclusive) seeks Shareholder approval pursuant to Listing Rule 10.14 for the issue of the Incentive Performance Rights to the Directors (or their respective nominees) under the Plan.

7.4 **Listing Rule 10.14**

A summary of Listing Rule 10.14 is set out in Section 6.2 above.

The proposed issue of the Incentive Performance Rights falls within Listing Rule 10.14.1 (or Listing Rule 10.14.2 if a Director elects for the Incentive Performance Rights to be issued to their nominees) and therefore requires the approval of Shareholders under Listing Rule 10.14.

The effect of Shareholders passing Resolution 5(a) to (e) (inclusive) will be to allow the Company to proceed with the issue of the Incentive Performance Rights to the Directors (or their respective nominees) in the proportions listed above.

If Resolution 5(a) to (e) (inclusive) are not passed, the Company will not be able to proceed with the issue of the Incentive Performance Rights to the Directors (or their respective nominees) and the Company will consider other alternative commercial means to incentivise the Directors, including by the payment of cash, subject to the requirements of the Constitution, Corporations Act and Listing Rules.

Resolution 5(a) to (e) (inclusive) are not conditional on each other, and Shareholders may approve one or all of those Resolutions (in which case, the Incentive Performance Rights the subject of the relevant Resolution(s) will be issued), even though Shareholders have not approved all of these Resolutions.

7.5 Specific information required by Listing Rule 10.15

Pursuant to and in accordance with Listing Rule 10.15, the following information is provided in relation to the proposed issue of the Incentive Performance Rights:

- (a) The Incentive Performance Rights will be issued under the Plan to:
 - (i) Aaron Banks pursuant to Resolution 5(a);
 - (ii) Peter Trinder pursuant to Resolution 5(b);
 - (iii) Nicholas Anderson pursuant to Resolution 5(c);
 - (iv) Darren Hedley pursuant to Resolution 5(d); and
 - (v) Mark Pensabene pursuant to Resolution 5(e),
 or their respective nominees.
- (b) Each of the Directors are a related party of the Company by virtue of being a director of the Company and falls into the category stipulated by Listing Rule 10.14.1. In the event the Incentive Performance Rights are issued to a nominee of a Director, that nominee will fall into the category stipulated by Listing Rule 10.14.2.
- (c) The maximum number of Incentive Performance Rights to be issued to the Directors (or their respective nominees) under the Plan is 52,000,000, in the proportions set out in Section 7 above.
- (d) The current total annual remuneration package for each of the Directors as at the date of this Notice is set out in the table below:

Director	Salary and fees (exclusive of superannuation) ⁽¹⁾
Aaron Banks (<i>Executive Chairman</i>)	\$250,000
Peter Trinder (<i>Non-Executive Director</i>)	\$48,000
Nicholas Anderson (<i>Non-Executive Director</i>)	\$48,000
Darren Hedley (<i>Non-Executive Director</i>)	\$48,000

Mark Pensabene (<i>Non-Executive Director</i>)	\$48,000
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Note:

- (1) Does not include the proposed issue of the 3,000,000 Director Appointment Performance Rights (the subject of Resolution 4) or the 52,000,000 Incentive Performance Rights (the subject of Resolution 5(a) to (e) (inclusive)).

- (e) Under the Plan, Equity Securities have previously been issued to the following Directors (or their respective nominees):

Director	Date of issue	Type of security	Number of securities
Peter Trinder (<i>Non-Executive Director</i>)	10 December 2025	Performance Rights	3,000,000
Darren Hedley (<i>Non-Executive Director</i>)	10 December 2025	Performance Rights	3,000,000
Aaron Banks (<i>Executive Chairman</i>)	9 December 2024	Performance Rights	7,500,000
Mark Pensabene (<i>Non-Executive Director</i>)	9 December 2024	Performance Rights	3,000,000

- (f) The Incentive Performance Rights will be issued on the terms and conditions set out in Schedule 4.
- (g) The Board considers that Performance Rights, rather than Shares or Options, are an appropriate form of incentive because they reward the Directors for their continued service to the Company. Additionally, the issue of Performance Rights instead of cash is a prudent means of rewarding the Directors whilst conserving the Company's available cash reserves. The Incentive Performance Rights align the interests of the Directors with those of the Shareholders and provide appropriate remuneration for the Directors ongoing commitment and contribution to the Company whilst minimising the expenditure of the Company's cash resources.
- (h) A valuation of the Incentive Performance Rights is set out in Schedule 6, with a summary below:

Director	Valuation of Incentive Performance Rights
Aaron Banks (<i>Executive Chairman</i>)	\$665,600
Peter Trinder (<i>Non-Executive Director</i>)	\$49,920

Director	Valuation of Incentive Performance Rights
Nicholas Anderson (<i>Non-Executive Director</i>)	\$49,920
Darren Hedley (<i>Non-Executive Director</i>)	\$49,920
Mark Pensabene (<i>Non-Executive Director</i>)	\$49,920
TOTAL	\$865,280

- (i) The Incentive Performance Rights will be issued to the Directors (or their respective nominees) as soon as practicable following the Meeting and in any event no later than three years after the Meeting.
- (j) The Incentive Performance Rights will be issued for nil cash consideration and will be provided as an incentive component to each Director's remuneration package.
- (k) A summary of the material terms of the Plan is in Schedule 2.
- (l) No loan will be provided to the Directors in relation to the issue of the Incentive Performance Rights.
- (m) Details of any securities issued under the Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14.
- (n) Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the Plan after the resolution is approved and who were not named in the Notice will not participate until approval is obtained under Listing Rule 10.14.
- (o) A voting exclusion statement is included in the Notice.

7.6 Section 195 of the Corporations Act

Section 195(1) of the Corporations Act prohibits the director of a public company who has a material personal interest in a matter that is being considered at a meeting of directors from being present while the matter is being considered at the meeting or voting on the matter. If there is not a quorum of directors who are eligible to vote on a matter because of the operation of section 195(1) of the Corporations Act, one or more directors may call a general meeting and the general meeting may deal with the matter.

All of the Directors have a personal interest in the outcome of each of their respective Resolutions under Resolution 5(a) to (e) (inclusive) and have exercised their right under section 195(4) of the Corporations Act to put the issue of the Incentive Performance Rights to the Shareholders to resolve.

7.7 Chapter 2E of the Corporations Act

A summary of Chapter 2E of the Corporations Act is set out in Section 4.4.

The proposed issue of the Incentive Performance Rights constitutes giving a financial benefit to related parties of the Company.

Notwithstanding that the issue of the Incentive Performance Rights is considered by the Board as reasonable remuneration and therefore falls within the exception stipulated by section 211 of the Corporations Act, the Board has resolved to seek Shareholder approval pursuant to Chapter 2E of the Corporations Act in respect of the issue of the Incentive Performance Rights to avoid any conflict of interest given the personal interests of the Directors in the outcome of these Resolutions.

7.8 Information required under Chapter 2E of the Corporations Act

Pursuant to and in accordance with section 219 of the Corporations Act, the following information is provided in relation to the proposed issue of the Incentive Performance Rights.

(a) **Identity of the related parties to whom Resolution 5(a) to (e) (inclusive) permit financial benefits to be given**

Refer to Section 7 above.

(b) **Nature of the financial benefit**

Resolution 5(a) to (e) (inclusive) seek Shareholder approval to allow the Company to issue the Incentive Performance Rights in the amounts specified in Section 7 to the Directors (or their respective nominees).

The Incentive Performance Rights will be issued subject to the terms and conditions detailed in Schedule 4.

The Shares to be issued upon the exercise of the Incentive Performance Rights will be fully paid ordinary shares in the capital of the Company and will rank equally in all aspects with the Company's existing Shares. The Company will apply for official quotation of the Shares on ASX.

(c) **Board recommendations**

Given the personal interests of the Directors in the outcome of Resolution 5(a) to (e) (inclusive), the Board declines to make a recommendation to Shareholders in relation to these Resolutions.

(d) **Valuation of financial benefit**

Refer to Section 7.5(h) and Schedule 6.

(e) **Remuneration of the Directors**

Refer to Section 7.5(d) above.

(f) **Existing relevant interest of Directors**

At the date of this Notice, the Directors hold the following relevant interest in Equity Securities of the Company:

Director	Shares	Performance Rights
Aaron Banks (<i>Executive Chairman</i>) ⁽¹⁾	75,660,225	15,000,000
Mark Pensabene (<i>Non-Executive Director</i>)	1,566,694	3,000,000
Peter Trinder (<i>Non-Executive Director</i>)	320,000	3,000,000
Darren Hedley (<i>Non-Executive Director</i>)	-	3,000,000
Nicholas Anderson (<i>Non-Executive Director</i>)	1,364,000	-

Note:

- (1) Mr Banks is also entitled to deferred consideration shares subject to the following development milestones being satisfied in relation to tenement application E70/4981:
- grant of mining lease: the number of Shares calculated by dividing \$1,150,000 by the greater of the 5 day VWAP and \$0.15; and
 - grant of mining permit: the number of Shares calculated by dividing \$400,000 by the greater of the 5 day VWAP and \$0.15.

Assuming that Resolution 5(a) to (e) (inclusive) are approved by Shareholders, all the Incentive Performance Rights are issued, vested and exercised into Shares, and no other Equity Securities are issued, exercised or converted (including any existing Performance Rights held by the Directors as at the date of this Notice), the interests of each of the Directors in the Company would (based on the Share capital as at the date of this Notice, expanded for the issue of Shares upon exercise of the Incentive Performance Rights) be as follows:

Director	Interest in the Share capital of the Company
Aaron Banks	8.41%
Mark Pensabene	0.33%
Peter Trinder	0.24%
Darren Hedley	0.22%
Nicholas Anderson	0.32%

The Directors' actual interests in the Company at the date the Incentive Performance Rights are vested and exercised into Shares will depend on the extent that additional Shares are issued by the Company.

(g) **Dilution**

The issue of the Incentive Performance Rights will have a diluting effect on the percentage interest of existing Shareholders' holdings if the Incentive Performance Rights are converted to Shares. The potential dilution if all of the Incentive Performance Rights vest and are exercised into Shares is 3.78%. This figure assumes the current

Share capital structure as at the date of this Notice and that no Shares are issued other than the Shares issued on conversion of the Incentive Performance Rights.

The vesting and exercise of all of the Incentive Performance Rights will result in a total dilution of all other Shareholders' holdings of 3.51% on a fully diluted basis (assuming that all other convertible Securities are exercised and converted to Shares). The actual dilution will depend on the extent that additional Shares are issued by the Company.

(h) **Trading History**

The highest and lowest closing market sale prices of the Shares on ASX during the 12 months prior to the date of this Notice were:

Highest: \$0.049 per Share on 8 May 2025

Lowest: \$0.024 per Share on 19 to 21 August 2025

The latest available closing market sale price of the Shares on ASX prior to the date of this Notice was \$0.031 per Share on 10 April 2026.

(i) **Taxation consequences**

The Company is not aware of any taxation consequences for the Company arising from the issue of the Incentive Performance Rights (including fringe benefits tax).

(j) **Corporate governance**

Aaron Banks is an Executive Director of the Company and therefore the Board (other than Mr Banks) believe that the grant of those Incentive Performance Rights to Mr Banks is in line with Recommendation 8.2 of the 4th Edition of the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations (**Recommendations**).

The Board acknowledges that the grant of those Incentive Performance Rights to Peter Trinder, Nicholas Anderson, Darren Hedley and Mark Pensabene, who are each Non-Executive Directors, is contrary to Recommendation 8.2 of the Recommendations, which provides that non-executive directors should not receive performance-based remuneration as it may lead to bias in their decision-making and compromise their objectivity. However, the Board considers the grant of the Incentive Performance Rights to the Non-Executive Directors to be reasonable in the circumstances for the reasons set out in Section 7.5(g). The Board also considers that the grant does not affect the independence of the Non-Executive Directors, as there are no individual performance-based milestones attaching to the Incentive Performance Rights.

(k) **Other information**

The Board is not aware of any other information that would be reasonably required by Shareholders to allow them to make a decision whether it is in the best interests of the Company to pass Resolution 5(a) to (e) (inclusive).

7.9 **Additional Information**

Each of Resolution 5(a) to (e) (inclusive) is an ordinary resolution.

The Board declines to make a recommendation in relation to Resolution 5(a) to (e) (inclusive) due to each of the Directors' personal interests in the outcome of the Resolutions.

Schedule 1 Definitions

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

\$	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.
AWST	means Australian Western Standard Time.
Board	means the board of Directors.
Chair	means the person appointed to chair the Meeting of the Company convened by the Notice.
Clause	means a clause in the Constitution.
Closely Related Party	means: <ul style="list-style-type: none">(a) a spouse or child of the member; or(b) has the meaning given in section 9 of the Corporations Act.
Company	means Green360 Technologies Limited (ACN 140 316 463).
Constitution	means the constitution of the Company as at the date of the Meeting.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth), as amended.
Director	means a director of the Company.
Director Appointment Performance Rights	has the meaning in Section 6.1.
Director Placement Shares	has the meaning in Section 3.1(b).
Equity Security	has the same meaning as in the Listing Rules.
Explanatory Memorandum	means the explanatory memorandum which forms part of the Notice.
Incentive Performance Rights	has the meaning in Section 7.1.
Key Management Personnel	has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any Director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

Listing Rules	means the listing rules of ASX.
Loan Conversion Shares	has the meaning given in Section 5.1.
Material Investor	means, in relation to the Company: <ul style="list-style-type: none"> (a) a related party; (b) Key Management Personnel; (c) a substantial Shareholder; (d) an advisor; or (e) an associate of the above, who received or will receive Securities in the Company which constitute more than 1% of the Company's anticipated capital structure at the time of issue.
Meeting	has the meaning given in the introductory paragraph of the Notice.
Mortgage Loan	has the meaning given in Section 5.1.
Notice	means this notice of general meeting.
Placement	has the meaning in Section 3.1.
Placement Shares	has the meaning in Section 3.1.
Plan	means the Company's employee securities incentive plan, a summary of the material terms of which are set out in Schedule 2.
Proxy Form	means the proxy form made available with this 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.
Tember Nominees	Tember Nominees Pty Ltd (ACN 102 243 836).
VWAP	means volume weighted average price.

Schedule 2 Summary of material terms of the Plan

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

1. **(Eligible Participant):** A person is eligible to participate in the Plan (**Eligible Participant**) if they have been determined by the Board to be eligible to participate in the 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):**

The Company must not make an offer of Securities under the Plan in respect of which monetary consideration is payable (either upfront, or on exercise of convertible securities) where:

- (a) the total number of Plan Shares (as defined in paragraph 13 below) that may be issued or acquired upon exercise of the convertible securities offered; plus
- (b) the total number of Plan Shares issued or that may be issued as a result of offers made under the 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.

For the purposes of Listing Rule 7.2 Exception 13, the maximum number of Securities that may be issued under the Plan is 100,000,000.

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

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

4. **(Plan administration):** The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion, 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 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 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 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 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.

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 Plan rules, or such earlier date as set out in the Plan rules.

10. **(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 Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.
11. **(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 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.

12. **(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.
13. **(Rights attaching to Plan Shares):** All Shares issued under the Plan, or issued or transferred to a Participant upon the valid exercise of a Convertible Security, (**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 Plan Shares and may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares. A Participant may exercise any voting rights attaching to Plan Shares.
14. **(Disposal restrictions on Securities):** If the invitation provides that any 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.
15. **(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.

16. **(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.
17. **(Amendment of Plan):** Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.

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

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

Schedule 3 Terms and conditions of Director Appointment Performance Rights

The terms and conditions of the Director Appointment Performance Rights (in this Schedule, referred to as **Performance Rights**) are as follows:

1. **(Entitlement)**: Subject to the terms and conditions set out below, each Performance Right, once vested, entitles the holder to the issue of one fully paid ordinary share in the capital of the Company (**Share**).
2. **(Issue Price)**: The Performance Rights are issued for nil cash consideration.
3. **(Vesting Conditions)**: Subject to the terms and conditions set out below, the Performance Rights will have the vesting conditions (**Vesting Condition**) specified below:

Tranche	A	B	C
Number	1,000,000	1,000,000	1,000,000
Vesting Condition	The VWAP of Shares as traded on the ASX, equalling or exceeding \$0.065 per Share, calculated over 20 consecutive trading days on which the Company's shares have actually traded.	The VWAP of Shares as traded on the ASX, equalling or exceeding \$0.08 per Share, calculated over 20 consecutive trading days on which the Company's shares have actually traded	The VWAP of Shares as traded on the ASX, equalling or exceeding \$0.095 per Share, calculated over 20 consecutive trading days on which the Company's shares have actually traded

4. **(Vesting)**: Subject to the satisfaction of the Vesting Condition, the Company will notify the Holder in writing (**Vesting Notice**) within 3 Business Days of becoming aware that the relevant Vesting Condition has been satisfied.
5. **(Expiry Date)**: The Performance Rights will expire and lapse on the first to occur of the following:
 - (a) the Vesting Condition becoming incapable of satisfaction due to the cessation of employment of the holder with the Company (or any of its subsidiary entities) (subject to the exercise of the Board's discretion under the Plan); and
 - (b) 5.00pm (AWST) on the date which is 3 years after the date of issue of the Performance Rights,**(Expiry Date)**.
6. **(Exercise)**: At any time between receipt of a Vesting Notice and the Expiry Date (as defined in clause 5 above), the holder may apply to exercise Performance Rights by delivering a signed notice of exercise to the Company Secretary. The holder is not required to pay a fee to exercise the Performance Rights.
7. **(Issue of Shares)**: As soon as practicable after the valid exercise of a vested Performance Right, the Company will:

- (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;
 - (b) issue a substitute Certificate for any remaining unexercised Performance Rights held by the holder;
 - (c) if required, and subject to clause 8, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
 - (d) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.
8. **(Restrictions on transfer of Shares):** If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.
9. **(Ranking):** All Shares issued upon the conversion of Performance Rights will upon issue rank equally in all respects with other Shares.
10. **(Transferability of the Performance Rights):** The Performance Rights are not transferable, except with the prior written approval of the Company at its sole discretion and subject to compliance with the Corporations Act and Listing Rules.
11. **(Dividend rights):** A Performance Right does not entitle the holder to any dividends.
12. **(Voting rights):** A Performance Right does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the ASX Listing Rules where such rights cannot be excluded by these terms.
13. **(Quotation of the Performance Rights)** The Company will not apply for quotation of the Performance Rights on any securities exchange.
14. **(Adjustments for reorganisation):** If there is any reorganisation of the issued share capital of the Company, the rights of the Performance Rights holder will be varied in accordance with the Listing Rules.
15. **(Entitlements and bonus issues):** Subject to the rights under clause 16, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.
16. **(Bonus issues):** If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment), the number of Shares which must be issued on the exercise of a vested Performance Right will be increased by the number of Shares which the holder would have received if the holder had exercised the Performance Right before the record date for the bonus issue.

17. **(Return of capital rights):** The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
18. **(Rights on winding up):** The Performance Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.
19. **(Takeovers prohibition):**
 - (a) the issue of Shares on exercise of the Performance Rights is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and
 - (b) the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Performance Rights.
20. **(No other rights):** A Performance Right does not give a holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
21. **(Change of control):** If prior to the earlier of the conversion or the Expiry Date a Change of Control Event (defined below) occurs, then any relevant Vesting Condition for each Performance Right will be considered to have been satisfied and each Performance Rights will vest.

A **Change of Control Event** occurs when:

- (a) **takeover bid:** the occurrence of the offeror under a takeover offer in respect of all shares announcing that it has achieved acceptances in respect of more than 50.1% of shares and that takeover bid has become unconditional (except any condition in relation to the cancellation or conversion of the Performance Rights); or
 - (b) **scheme of arrangement:** the announcement by the Company that the Shareholders have at a Court-convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all Company securities are to be either cancelled or transferred to a third party, and the Court, by order, approves the proposed scheme of arrangement.
22. **(Amendments required by ASX):** The terms of the Performance Rights may be amended as considered necessary by the Board in order to comply with the ASX Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the holder are not diminished or terminated.
 23. **(Plan):** The Performance Rights are issued pursuant to and are subject to the Plan. In the event of conflict between a provision of these terms and conditions and the Plan, these terms and conditions prevail to the extent of that conflict.
 24. **(Constitution):** Upon the issue of the Shares on exercise of the Performance Rights, the holder will be bound by the Company's Constitution.

Schedule 4 Valuation of Director Appointment Performance Rights

	Tranche A	Tranche B	Tranche C
Valuation date	2/01/26 (date of appointment)	2/01/26 (date of appointment)	2/01/26 (date of appointment)
Underlying security spot price	\$0.037	\$0.037	\$0.037
Barrier price	\$0.065	\$0.08	\$0.095
Expiry date	3 years after the date of issue	3 years after the date of issue	3 years after the date of issue
Risk free interest rate	4.19%	4.19%	4.19%
Dividend yield	Nil	Nil	Nil
Volatility	90%	90%	90%
Number of Director Appointment Performance Rights	1,000,000	1,000,000	1,000,000
Valuation per Director Appointment Performance Right (\$)	\$0.0332	\$0.0314	\$0.0296
Total value (\$)	\$33,200	\$31,400	\$29,600

Schedule 5 Terms and conditions of Incentive Performance Rights

The terms and conditions of the Incentive Performance Rights (in this Schedule, referred to as **Performance Rights**) are as follows:

1. **(Entitlement)**: Subject to the terms and conditions set out below, each Performance Right, once vested, entitles the holder to the issue of one fully paid ordinary share in the capital of the Company (**Share**).
2. **(Issue Price)**: The Performance Rights are issued for nil cash consideration.
3. **(Vesting Conditions)**: Subject to the terms and conditions set out below, the Performance Rights will have the vesting conditions (**Vesting Condition**) specified below:

Tranche	Number of Performance Rights	Vesting Condition	Expiry Date
1	10,400,000	First Commercial Sale of Eco-Clay ⁽¹⁾	5 years from the date of issue
2	10,400,000	At least 10kt Sales of Eco-Clay in any rolling 12-month period ⁽²⁾	5 years from the date of issue
3	10,400,000	At least 30kt sales of Eco-Clay in any rolling 12-month period ⁽²⁾	5 years from the date of issue
4	10,400,000	Commissioning of the Company's own calcining facility to produce metakaolin ⁽³⁾	5 years from the date of issue
5	10,400,000	First commercial tonnes produced at the Company's own calcining facility	5 years from the date of issue

Note:

- (1) **Commercial Sale** means any delivery or shipment of Eco-Clay pursuant to an arm's length sale by the Company to a third party, such as pursuant to the terms of an off-take agreement or equivalent documentation.
 - (2) **Sales** means the aggregate net weight of Eco-Clay delivered or shipped to arm's length third-party customers and is recognised at the physical sale and delivery to the customer.
 - (3) Confirmed via a commissioning completion certificate.
4. **(Vesting)**: Subject to the satisfaction of the Vesting Condition, the Company will notify the Holder in writing (**Vesting Notice**) within 3 Business Days of becoming aware that the relevant Vesting Condition has been satisfied.
 5. **(Expiry Date)**: The Performance Rights will expire and lapse on the first to occur of the following:
 - (a) the relevant Vesting Conditions becoming incapable of satisfaction as determined by the Board in its discretion under the Plan, including but limited to, as a result of the

cessation of employment of the holder with the Company (or any of its subsidiary entities; and

(b) 5.00pm (AWST) on the date specified in clause 3 above,

(Expiry Date).

6. **(Exercise):** At any time between receipt of a Vesting Notice and the Expiry Date (as defined in clause 5 above), the holder may apply to exercise Performance Rights by delivering a signed notice of exercise to the Company Secretary. The holder is not required to pay a fee to exercise the Performance Rights.
7. **(Issue of Shares):** As soon as practicable after the valid exercise of a vested Performance Right, the Company will:
 - (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;
 - (b) issue a substitute Certificate for any remaining unexercised Performance Rights held by the holder;
 - (c) if required, and subject to clause 8, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
 - (d) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.
8. **(Restrictions on transfer of Shares):** If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.
9. **(Ranking):** All Shares issued upon the conversion of Performance Rights will upon issue rank equally in all respects with other Shares.
10. **(Transferability of the Performance Rights):** The Performance Rights are not transferable, except with the prior written approval of the Company at its sole discretion and subject to compliance with the Corporations Act and Listing Rules.
11. **(Dividend rights):** A Performance Right does not entitle the holder to any dividends.
12. **(Voting rights):** A Performance Right does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the ASX Listing Rules where such rights cannot be excluded by these terms.
13. **(Quotation of the Performance Rights)** The Company will not apply for quotation of the Performance Rights on any securities exchange.

14. **(Adjustments for reorganisation):** If there is any reorganisation of the issued share capital of the Company, the rights of the Performance Rights holder will be varied in accordance with the Listing Rules.
15. **(Entitlements and bonus issues):** Subject to the rights under clause 16, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.
16. **(Bonus issues):** If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment), the number of Shares which must be issued on the exercise of a vested Performance Right will be increased by the number of Shares which the holder would have received if the holder had exercised the Performance Right before the record date for the bonus issue.
17. **(Return of capital rights):** The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
18. **(Rights on winding up):** The Performance Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.
19. **(Takeovers prohibition):**
 - (a) the issue of Shares on exercise of the Performance Rights is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and
 - (b) the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Performance Rights.
20. **(No other rights):** A Performance Right does not give a holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
21. **(Change of control):** If prior to the earlier of the conversion or the Expiry Date a Change of Control Event (defined below) occurs, then any relevant Vesting Condition for each Performance Right will be considered to have been satisfied and each Performance Rights will vest.

A **Change of Control Event** occurs when:

- (a) **takeover bid:** the occurrence of the offeror under a takeover offer in respect of all shares announcing that it has achieved acceptances in respect of more than 50.1% of shares and that takeover bid has become unconditional (except any condition in relation to the cancellation or conversion of the Performance Rights);
- (b) **scheme of arrangement:** the announcement by the Company that the Shareholders have at a Court-convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all Company securities are to be either cancelled or transferred to a third party, and the Court, by order, approves the proposed scheme of arrangement; or

- (c) **trade sale:** the occurrence of a sale in respect of the issued securities in the Company (other than for the purpose of completing a restructure), or the disposal by the Company of the business, assets, economic benefit or undertakings of the Company.
22. **(Amendments required by ASX):** The terms of the Performance Rights may be amended as considered necessary by the Board in order to comply with the ASX Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the holder are not diminished or terminated.
23. **(Plan):** The Performance Rights are issued pursuant to and are subject to the Plan. In the event of conflict between a provision of these terms and conditions and the Plan, these terms and conditions prevail to the extent of that conflict.
24. **(Constitution):** Upon the issue of the Shares on exercise of the Performance Rights, the holder will be bound by the Company's Constitution.

Schedule 6 Valuation of Incentive Performance Rights

	Tranche A	Tranche B	Tranche C	Tranche D	Tranche E
Valuation date	31/03/26	31/03/26	31/03/26	31/03/26	31/03/26
Underlying security spot price	\$0.032	\$0.032	\$0.032	\$0.032	\$0.032
Expiry date	5 years after the date of issue	5 years after the date of issue	5 years after the date of issue	5 years after the date of issue	5 years after the date of issue
Number of Incentive Performance Rights	10,400,000	10,400,000	10,400,000	10,400,000	10,400,000
Probability of vesting	60%	60%	50%	50%	40%
Estimated number of Incentive Performance Rights to vest	6,240,000	6,240,000	5,200,000	5,200,000	4,160,000
Valuation per Incentive Performance Right (\$)	\$0.032	\$0.032	\$0.032	\$0.032	\$0.032
Total value (\$)	\$199,680	\$199,680	\$166,400	\$166,400	\$133,120



Proxy Voting Form

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

Green360 Technologies Limited | ABN 97 140 316 463

Your proxy voting instruction must be received by **10:00am (AWST) on Monday, 25 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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