

18 May 2026

Dear Shareholder

General Meeting – Notice of Meeting and Proxies

Notice is given that a General Meeting (**Meeting**) of Shareholders of Green Technology Metals Limited (ACN 648 657 649) (**Company**) will be held as follows:

Time and date: 10:00am (Perth time) on Thursday, 18 June 2026

Location: Level 1, 1 Alvan Street, Subiaco Western Australia 6008

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 individual shareholders have 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://www.greentm.com.au/asx-announcements/>; and
- the ASX market announcements page under the Company's code "GT1".

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.

Voting at the Meeting or by proxy

Shareholders are encouraged to vote by lodging a proxy form.

Proxy forms can be lodged:

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

Your proxy voting instruction must be received by 10:00am (Perth time) on Tuesday, 16 June 2026 being not less than 48 hours before the commencement of the Meeting. Any proxy voting instructions received after that time will not be valid for the Meeting.

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:

Joel Ives
Company Secretary
Green Technology Metals Limited



**Green Technology Metals Limited
ACN 648 657 649**

Notice of General Meeting

A general meeting of the Company will be held as follows:

Time and date: 10am (AWST) on Thursday, 18 June 2026

Location: Level 1, 1 Alvan Street, Subiaco WA 6008

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 Company Secretary by telephone on (08) 6557 6825.

Shareholders are urged to vote by lodging the Proxy Form

Green Technology Metals Limited
ACN 648 657 649
(Company)

Notice of General Meeting

Notice is hereby given that a general meeting of Shareholders of Green Technology Metals Limited will be held at Level 1, 1 Alvan Street, Subiaco WA 6008 on Thursday, 18 June 2026 at 10:00 am (AWST) (**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 Tuesday, 16 June 2026 at 5:00pm (AWST).

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

Agenda

Resolution 1 – Ratification of issue of Tranche 1 Placement Shares

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

'That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 80,000,000 Tranche 1 Placement Shares under Listing Rule 7.1 on the terms and conditions set out in the Explanatory Memorandum.'

Resolution 2– Approval to issue Tranche 2 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 7.1 and for all other purposes, Shareholders approve the issue of up to 270,000,000 Tranche 2 Placement Shares on the terms and conditions set out in the Explanatory Memorandum.'

Resolution 3 – Approval to issue Director Placement Shares

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 10.11 and for all other purposes, Shareholders approve the issue of up to 8,500,000 Director Placement Shares to the following Directors as follows:

- (a) *up to 3,500,000 Director Placement Shares to John Young; and*
- (b) *up to 5,000,000 Director Placement Shares to Patrick Murphy.*

or their respective nominees, on the terms and conditions set out in the Explanatory Memorandum.'

Resolution 4 – Approval to issue Underwriter 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, Shareholders approve the issue of up to 63,061,540 Underwriter Options to the Underwriters (or their respective nominees) 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 and for all other purposes, Shareholders approve the issue of up to 19,500,000 Incentive Performance Rights under the Plan to the Recipient Directors as follows:

- (a) *up to 13,500,000 Incentive Performance Rights to Cameron Henry;*
- (b) *up to 3,000,000 Incentive Performance Rights to John Young; and*
- (c) *up to 3,000,000 Incentive Performance Rights to Patrick Murphy,*

or their respective nominees, 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 a person who participated in the issue of the Tranche 1 Placement Shares, or any of their respective associates.
- (b) **Resolution 2:** by or on behalf of any person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of the Tranche 2 Placement Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
- (c) **Resolution 3(a):** by or on behalf of John Young (or his nominee/s), and any other person who will obtain a material benefit as a result of the proposed issue of these Director Placement Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
- (d) **Resolution 3(b):** by or on behalf of Patrick Murphy (or his nominee/s), and any other person who will obtain a material benefit as a result of the proposed issue of these Director Placement Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
- (e) **Resolution 4:** by or on behalf of the Underwriters (or their respective nominees), and any other person who will obtain a material benefit as a result of the proposed issue of the

Underwriter Options (except a benefit solely by reason of being a Shareholder), or any of their respective associates.

- (f) **Resolution 5(a)**: by or on behalf of Cameron Henry (or his nominee/s) 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(b)**: by or on behalf of John Young (or his nominee/s), 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(c)**: by or on behalf of Patrick Murphy (or his nominee/s), 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 5(a) to (c) (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 this 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 this Resolution.

However, the above prohibition does not apply if:

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

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

Joel Ives
Company Secretary
Green Technology Metals Limited
Dated: 14 May 2026

Green Technology Metals Limited
ACN 648 657 649
(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 1, 1 Alvan Street, Subiaco WA 6008 on Thursday, 18 June 2026 at 10:00am (AWST).

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 Resolutions will be voted.

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

Section 2	Action to be taken by Shareholders
Section 3	Resolution 1 – Ratification of issue of Tranche 1 Placement Shares
Section 4	Resolution 2 – Approval to issue Tranche 2 Placement Shares
Section 5	Resolution 3 – Approval to issue Director Placement Shares
Section 6	Resolution 4 – Approval to issue Underwriter Options
Section 7	Resolution 5 – Approval to issue Incentive Performance Rights
Schedule 1	Definitions
Schedule 2	Terms and Conditions of Underwriter Options
Schedule 3	Summary of Plan
Schedule 4	Terms and Conditions of Incentive Performance Rights
Schedule 5	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 Resolution.

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 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 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 10:00am (AWST) on Tuesday, 16 June 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.

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 5(a) to (c) (inclusive) even though these Resolutions are connected directly or indirectly with the remuneration of the Company's Key Management Personnel.

2.4 Submitting questions

Shareholders may submit questions in advance of the Meeting to the Company. Questions must be submitted by emailing the Company Secretary at info@greentm.com.au by no later than 5 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 issue of Tranche 1 Placement Shares

3.1 General

On 1 May 2026, the Company announced a two-tranche share placement (**Placement**) to raise up to \$7 million (before costs) by the issue of up to 350,000,000 Shares (**Placement Shares**) at an issue price of \$0.02 per Placement Share.

The Placement is comprised of the following tranches:

- (a) **Tranche 1 Placement:** the issue of 80,000,000 Placement Shares to unrelated institutional, sophisticated and professional investors on 11 May 2026 utilising the Company's available placement capacity under Listing Rule 7.1 (**Tranche 1 Placement Shares**); and
- (b) **Tranche 2 Placement:** the issue of up to 270,000,000 Placement Shares subject to the prior receipt of Shareholder approval (**Tranche 2 Placement Shares**), including the issue of up to 8,500,000 Placement Shares to Directors, John Young and Patrick Murphy (or their respect nominees) (**Director Placement Shares**).

Canaccord Genuity (Australia) Limited (**Canaccord**), Yelverton Capital Pty Ltd (**Yelverton**) and Foster Stockbroking Pty Limited (**Foster Stockbroking**) acted as joint lead managers and bookrunner to the Placement (together, the **Joint Lead Managers**).

Resolution 1 seeks the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Tranche 1 Placement Shares.

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.

The issue of the Tranche 1 Placement Shares does not fit within any of the exceptions to Listing Rule 7.1 and, as it has not yet been approved by Shareholders, effectively uses up part of the Company's 15% placement capacity under Listing Rule 7.1. This reduces the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the issue of the Tranche 1 Placement Shares.

Listing Rule 7.4 provides an exception to Listing Rule 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 purpose 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, 80,000,000 Tranche 1 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, 80,000,000 Tranche 1 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 80,000,000 Equity Securities for the 12 month period following the issue of the Tranche 1 Placement Shares.

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 the Tranche 1 Placement Shares:

- (a) The Tranche 1 Placement Shares were issued to new and existing institutional and sophisticated investors, none of whom are a related party or, other than as detailed below, a Material Investor of the Company. The participants in the Placement were identified through a bookbuild process, which involved the Company and the Joint Lead Managers seeking expressions of interest to participate in the Placement from new and existing contacts of the Company and the Joint Lead Managers.

Cranport, a substantial shareholder of the Company, was issued 9,829,064 Tranche 1 Placement Shares which comprised more than 1% of the Company's issued capital at the time of the agreement to issue the Placement Shares. Accordingly, Cranport is considered to be a Material Investor in accordance with paragraph 7.4 of ASX Guidance Note 21.

- (b) A total of 80,000,000 Tranche 1 Placement Shares were issued within the Company's 15% placement capacity permitted under Listing Rule 7.1.
- (c) The Tranche 1 Placement Shares are fully paid ordinary Shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue.
- (d) The Tranche 1 Placement Shares were issued on 11 May 2026.
- (e) The Tranche 1 Placement Shares were issued at \$0.02 each.
- (f) The proceeds from Placement have been or are intended to be used for
 - (i) Completion of the Definitive Feasibility Study.
 - (ii) Permitting and approvals including additional technical reviews for Indigenous groups relating to the optimised site layout and negotiating Impact Benefit Agreements.
 - (iii) Re-establishment of the Seymour camp and early site establishment.
 - (iv) Payment of creditors.
 - (v) General working capital to support the expanded development team and timeline to Final Investment Decision.
 - (vi) Costs of the Placement and Entitlement Offer (defined below).
- (g) There are no other material terms to the agreement for the subscription of the Tranche 1 Placement Shares.
- (h) 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 Tranche 2 Placement Shares**

4.1 **General**

The background to the Placement, including the proposed issue of the Tranche 2 Placement Shares is in Section 3.1 above.

Resolution 2 seeks the approval of Shareholders pursuant to ASX Listing Rule 7.1 for the

issue of the Tranche 2 Placement Shares.

4.2 **Listing Rule 7.1**

A summary of Listing Rule 7.1 is contained in Section 3.2 above.

Listing Rule 7.2 exception 17 applies as the issue of the Tranche 2 Placement Shares is subject to the approval of Shareholders under Listing Rule 7.1.

If Resolution 2 is passed, the Company will be able to proceed with the issue of the Tranche 2 Placement Shares.

If Resolution 2 is not passed, the Company will not be able to proceed with the issue of the Tranche 2 Placement Shares and will not receive the additional \$5,400,000 from the issue of the Tranche 2 Placement Shares.

4.3 **Specific information required by Listing Rule 7.3**

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the proposed issue of the Tranche 2 Placement Shares:

- (a) The Tranche 2 Placement Shares will be issued to new and existing institutional and sophisticated investors. Other than Messrs Young and Murphy, for whom separate Shareholder approval is being sought (refer to Resolution 3(a) and (b)), the Tranche 2 Placement Shares will not be issued to any related party of the Company. Other than as detailed below, the Tranche 2 Placement Share will not be issued to a Material Investor of the Company. The participants in the Placement were identified through a bookbuild process, which involved the Company and the Joint Lead Managers seeking expressions of interest to participate in the Placement from new and existing contacts of the Company and the Joint Lead Managers.

Cranport, a substantial shareholder of the Company, will be issued up to 30,920,936 Tranche 2 Placement Shares which comprised more than 1% of the Company's issued capital at the time of the agreement to issue the Placement Shares. Accordingly, Cranport is considered to be a Material Investor in accordance with paragraph 7.2 of ASX Guidance Note 21.

- (b) A maximum of 270,000,000 Tranche 2 Placement Shares will be issued.
- (c) The Tranche 2 Placement Shares will be fully paid and rank equally in all respects with the Company's existing Shares on issue.
- (d) The Tranche 2 Placement Shares will be issued no later than 3 months after the date of the Meeting.
- (e) The Tranche 2 Placement Shares will be issued at \$0.02 each, the same price at which the Tranche 1 Placement Shares were issued.
- (f) A summary of the intended use of funds raised from the Placement is in Section 3.3(f) above.
- (g) There are no other material terms to the agreement for the subscription of the Tranche 2 Placement Shares.
- (h) A voting exclusion statement is included in the Notice.

4.4 Additional information

Resolution 2 is an ordinary resolution.

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

5. Resolution 3 – Approval to issue Director Placement Shares

5.1 General

The background to the proposed issue of the Director Placement Shares is in Section 3.1.

Directors, John Young and Patrick Murphy have agreed to subscribe for Placement Shares on the same terms and conditions as the participants in the Placement to the extent and in the proportions set out below:

Director	Resolution	Amount committed to the Placement (\$)	Director Placement Shares
John Young (<i>Non-Executive Chairman</i>)	Resolution 3(a)	\$70,000.00	3,500,000
Patrick Murphy (<i>Non-Executive Director</i>)	Resolution 3(b)	\$100,000.00	5,000,000
TOTAL		\$170,000.00	8,500,000

Resolution 3(a) and (b) seeks the approval of Shareholders pursuant to Listing Rule 10.11 for the issue of the Director Placement Shares to John Young and Patrick Murphy (or their nominee/s).

5.2 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 its 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 Rule 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).

John Young and Patrick Murphy are related parties of the Company by virtue of being Directors and therefore fall into the category stipulated by Listing Rule 10.11.1.

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 will not be included in the Company's 15% placement capacity pursuant to Listing Rule 7.1.

The effect of Shareholders passing Resolution 3(a) and (b) will be to allow the Company to issue the Director Placement Shares, raising up to \$170,000 (before costs).

If Resolution 3(a) and (b) are not passed, the Company will not be able to proceed with the issue of the Director Placement Shares. As noted in Section 4.3(a) above, Resolution 2 includes the number of Shares proposed to be issued to John Young and Patrick Murphy (or their respective nominee/s) under Resolution 3(a) and (b). In the event Shareholders do not pass Resolution 3(a) and (b), and Resolution 2 is passed, the Company intends to seek commitments from unrelated parties to subscribe for up to an equivalent number of Tranche 2 Placement Shares as the Director Placement Shares, such that the Company is able to raise the \$170,000 (before costs).

Resolution 3(a) and (b) are not conditional on each other, and Shareholders may approve one or both of those Resolutions (in which case, the Director Placement Shares the subject of the relevant Resolution(s) will be issued), even though Shareholders have not approved all of these Resolutions.

5.3 **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) The Director Placement Shares will be issued to John Young and Patrick Murphy (or their respective nominee/s).
- (b) John Young and Patrick Murphy fall into the category stipulated by Listing Rule 10.11.1 by virtue of being Directors of the Company. In the event the Director Placement Shares are issued to a nominee of John Young or Patrick Murphy, that nominee will fall into the category stipulated by Listing Rule 10.11.4.
- (c) A maximum of 8,500,000 Director Placement Shares will be issued.
- (d) The Director Placement Shares will be fully paid and rank equally in all respects with the Company's existing Shares on issue.
- (e) The Director Placement Shares will be issued no later than one month after the date of the Meeting.
- (f) The Director Placement Shares will be issued at \$0.02 each.
- (g) A summary of the intended use of funds raised from the Placement is in Section 3.3(f).

- (h) The proposed issue of the Director Placement Shares is not intended to remunerate or incentivise John Young or Patrick Murphy.
- (i) There are no other material terms to the proposed issue of the Director Placement Shares.
- (j) A voting exclusion statement is included in the Notice.

5.4 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 section 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.

The proposed issue of the Director Placement Shares constitutes giving a financial benefit to related parties of the Company. However, the Board (with John Young and Patrick Murphy 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 Shares issued to non-related participants in the Placement and as such the giving of the financial benefit is on arm's length terms.

5.5 Additional information

Each of Resolution 3(a) and (b) is an ordinary Resolution and are not inter-conditional.

The Board recommends that Shareholders vote in favour of Resolution 3(a) and (b).

The Board (other than John Young and Patrick Murphy who have a personal interest in the outcome of this Resolution) recommends that Shareholders vote in favour of Resolution 3(a) and (b).

6. Resolution 4 – Approval to issue Underwriter Options

6.1 General

On 1 May 2026, and in conjunction with the Placement, the Company announced that it is undertaking a fully underwritten non-renounceable pro rata entitlement offer on the basis of 4 New Shares for every 13 existing Shares held as at 5:00pm (AWST) on 8 May 2026 at an issue price of \$0.02 per New Share (being the same issue price as the Placement) (**Offer Price**), to raise up to approximately \$4 million (before costs) (**Entitlement Offer**).

Eligible Shareholders who have applied for their Entitlement in full may apply for additional New Shares under the Top-Up Offer, subject at all times to the Directors' discretion to scale back applications under the Top-Up Offer and otherwise in accordance with the allocation policy set out in the Company's Prospectus. The Entitlement Offer and Top-Up Offer together referred to as the **Offers**.

The Offers are fully underwritten by Canaccord, Yelverton and Foster Stockbroking (together, the **Underwriters**) in accordance with the terms of an underwriting agreement between the Company and the Underwriters (**Joint Underwriting Agreement**). A summary of the Joint Underwriting Agreement is detailed in Section 6.2.

As partial consideration under the Joint Underwriting Agreement, the Company has agreed to issue the Underwriters (or their respective nominees) up to 63,061,540 unquoted Options (**Underwriter Options**) in their Respective Proportion subject to the receipt of Shareholder approval (the subject of this Resolution 4). The Underwriter Options will be issued in two equal tranches with an expiry date of 3 years from the date of issue and the following exercise prices:

- (a) Tranche 1 Underwriter Options: \$0.03 (being equal to a 50% premium to the Offer Price); and
- (b) Tranche 2 Underwriter Options: \$0.04 (being equal to a 100% premium to the Offer Price).

Resolution 4 seeks Shareholder approval pursuant to Listing Rule 7.1 to approve the issue of up to 63,061,540 Underwriter Options to the Underwriters (or their respective nominees) in their Respective Proportion.

6.2 **Summary of Joint Underwriting Agreement**

In accordance with the Joint Underwriting Agreement and the lead manager engagement letter pursuant to which the Underwriters agreed to act as joint lead managers and bookrunners to the Entitlement Offer and Placement, the Company is required to pay or satisfy the following fees to the Underwriters (or their respective nominees) in their Respective Proportion:

- (a) a management fee equal to 2% of the gross amount raised under the Placement;
- (b) a capital raising fee equal to 4% of the gross amount raised under the Placement (excluding any investors under the Chairmans List, which is to be mutually agreed between the Underwriters and the Company);
- (c) a management fee equal to 2% of the Underwritten Amount;
- (d) an underwriting fee equal to 4% of the Underwritten Amount; and
- (e) the issue of the Underwriter Options, subject to the receipt of Shareholder approval at the Meeting,

(collectively, the **Joint Underwriting Fee**).

The Joint Underwriting Agreement contains certain customary:

- (a) conditions precedent that must be satisfied or waived before the Underwriters are obliged under the Joint Underwriting Agreement to, among other things, underwrite the Offers;
- (b) representations and warranties relating to the Entitlement Offer and the Company's operations, in favour of the Underwriters; and
- (c) undertakings in favour of the Underwriters including in relation to the conduct of the Entitlement Offer and business of the Company.

The Joint Underwriting Agreement is subject to generally customary termination events which are summarised in section 5.2(d) of the Company's Prospectus which was released on the ASX platform on 5 May 2026.

6.3 **Listing Rule 7.1**

A summary of Listing Rule 7.1 is contained in Section 3.2 above.

Listing Rule 7.2 exception 17 applies as the issue of the Underwriter Options is subject to the approval of Shareholders under Listing Rule 7.1.

If Resolution 4 is passed, the Company will be able to proceed with the issue of up to 63,061,540 Underwriter Options to the Underwriters (or their respective nominees) in their Respective Proportion.

If Resolution 4 is not passed, the Company will not be able to proceed with the issue of the Underwriter Options to the Underwriters and, pursuant to the terms of the Joint Underwriting Agreement, the Company will be required to pay a cash amount to the Underwriters based on the Black & Scholes valuation of the Underwriter Options.

6.4 **Specific information required by Listing Rule 7.3**

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the proposed issue of the Underwriter Options:

- (a) The Underwriter Options will be issued to the Underwriters (or their respective nominees) in their Respective Proportion, none of whom is a related party of the Company. The Underwriters both acted in the capacity as advisors to the Company under the terms of the lead manager mandate set out in Section 6.2.
- (b) A maximum of 63,061,540 Underwriter Options will be issued.
- (c) The Underwriter Options will be subject to the terms and conditions in Schedule 2.
- (d) The Underwriter Options will be issued no later than 3 months after the date of the Meeting.
- (e) The issue price of the Underwriter Options will be \$0.0001 per Underwriter Option.
- (f) Nominal funds will be raised from the issue of the Underwriter Options, rather the Underwriter Options are being issued as partial consideration for underwriting and joint lead manager services provided to the Company in connection with the Offers.
- (g) A summary of the material terms of the Joint Underwriting Agreement is set out in Section 6.2 above.
- (h) A voting exclusion statement is included in the Notice.

6.5 **Additional information**

Resolution 4 is an ordinary resolution.

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

7. Resolution 5 – Approval to issue Incentive Performance Rights

7.1 General

The Company is proposing, subject to obtaining Shareholder approval pursuant to Listing Rule 10.14, to issue up to 19,500,000 Incentive Performance Rights to Cameron Henry, John Young and Patric Murphy (or their respective nominees) (together, the **Recipient Directors**) as follows (**Incentive Performance Rights**):

Recipient Director	Incentive Performance Rights			
	Tranche A	Tranche B	Tranche C	TOTAL
Cameron Henry (<i>Managing Director</i>)	4,500,000	4,500,000	4,500,000	13,500,000
John Young (<i>Non-Executive Chairman</i>)	1,000,000	1,000,000	1,000,000	3,000,000
Patrick Murphy (<i>Non-Executive Director</i>)	1,000,000	1,000,000	1,000,000	3,000,000
TOTAL	6,500,000	6,500,000	6,500,000	19,500,000

The proposed issue of the Incentive Performance Rights seeks to align the efforts of the Recipient Directors in seeking to achieve growth of the Company's projects and in the creation of Shareholder value. The Board believes that the issue of these Incentive Performance Rights will align the interests of each Recipient Director 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.

The Incentive Performance Rights are to be issued under the Plan. A summary of the material terms of the Plan is in Schedule 3. Subject to the terms and conditions in Schedule 4, the Incentive Performance Rights will vest as follows:

Tranche	Number of Incentive Performance Rights	Vesting Condition	Expiry Date
A	6,500,000	Satisfaction of the following: <ul style="list-style-type: none"> the VWAP of the Company's Shares calculated over 20 consecutive Trading Days on which Shares have traded following the date of issue of the Incentive Performance Rights 	3 years from the date of issue

		<p>being equal or greater than \$0.05; and</p> <ul style="list-style-type: none"> • 12 months continued service to the Company (or any of its subsidiaries) from the date of the Meeting. 	
B	6,500,000	<p>Satisfaction of the following:</p> <ul style="list-style-type: none"> • the VWAP of the Company's Shares calculated over 20 consecutive Trading Days on which Shares have traded following the date of issue of the Incentive Performance Rights being equal or greater than \$0.10; and • 12 months continued service to the Company (or any of its subsidiaries) from the date of the Meeting. 	3 years from the date of issue
C	6,500,000	<p>Satisfaction of the following:</p> <ul style="list-style-type: none"> • the VWAP of the Company's Shares calculated over 20 consecutive Trading Days on which Shares have traded following the date of issue of the Incentive Performance Rights being equal or greater than \$0.15; and • 12 months continued service to the Company (or any of its subsidiaries) from the date of the Meeting. 	3 years from the date of issue

Resolution 5(a) to (c) (inclusive) seek Shareholder approval pursuant to Listing Rule 10.14 for the issue of up to 19,500,000 Incentive Performance Rights under the Plan to the Recipient Directors (or their respective nominees).

7.2 Listing Rule 10.14

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

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

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

Approval pursuant to Listing Rule 7.1 is not required for the issue of the Incentive Performance Rights as approval is being obtained under Listing Rule 10.14. Accordingly, the issue of the Incentive Performance Rights to the Recipient Directors (or their respective nominees) will not be included in the Company's 15% annual placement capacity in Listing Rule 7.1.

The effect of Shareholders passing Resolution 5(a) to (c) (inclusive) will be to allow the Company to issue the Incentive Performance Rights to the Recipient Directors (or their respective nominees) as part of their remuneration package and in the proportions listed above.

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

Resolution 5(a) to (c) (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.

7.3 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 Incentive Performance Rights:

- (a) The Incentive Performance Rights will be issued under the Plan to:
 - (i) Cameron Henry pursuant to Resolution 5(a);
 - (ii) John Young pursuant to Resolution 5(b); and
 - (iii) Patrick Murphy pursuant to Resolution 5(c),
 (or their respective nominees).
- (b) The Recipient Directors are each a related party of the Company by virtue of being a Director and fall into the category stipulated by Listing Rule 10.14.1. In the event the Incentive Performance Rights are issued to a nominee of a Recipient Director, that person 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 Recipient Directors (or their respective nominees) is 19,500,000 in the proportions set out in Section 7.1.
- (d) The current total remuneration package for each of the Recipient Directors as at the date of this Notice is set out below:

Recipient Director	Salary and fees ⁽¹⁾
Cameron Henry (<i>Managing Director</i>)	\$400,000

John Young (<i>Non-Executive Chairman</i>)	\$65,000
Patrick Murphy (<i>Non-Executive Director</i>)	\$45,000

Notes:

1. Exclusive of superannuation. Figures do not include the proposed issue of the Incentive Performance Rights, the subject of Resolution 5(a) to (c) (inclusive).

(e) The Equity Securities that have previously been issued under the Plan to the Recipient Directors (or their respective nominees) are set out below.

Recipient Director	Type of Security	Number	Date of issue	Average acquisition price paid (\$)
Cameron Henry (<i>Managing Director</i>)	Performance Rights	6,000,000 ⁽¹⁾	11 December 2023	Nil
		6,000,000 ⁽²⁾	4 December 2024	Nil
		15,000,000 ⁽³⁾	2 December 2025	Nil
John Young (<i>Non-Executive Chairman</i>)	Performance Rights	4,500,000 ⁽³⁾	2 December 2025	Nil
Patrick Murphy (<i>Non-Executive Director</i>)	Performance Rights	2,000,000 ⁽¹⁾	11 December 2023	Nil

Notes:

1. Issued on the terms set out in schedule 3 of the Company's notice of annual general meeting announced on 20 October 2023.
2. Issued on the terms set out in schedule 3 of the Company's notice of annual general meeting announced on 22 October 2024.
3. Issued on the terms set out in schedule 4 of the Company's notice of annual general meeting announced on 20 October 2025.

(f) The Incentive Performance Rights will be issued on the terms and conditions in Schedule 4.

(g) The Board considers that Incentive Performance Rights, rather than Shares, are an appropriate form of incentive on the basis that:

- (i) the Incentive Performance Rights are designed to attract, retain and reward the Recipient Directors for the achievement of share price growth, and creation of Shareholder value for the Company. The issue of the Incentive Performance Rights will therefore further align the interests of the Recipient Directors with Shareholders;

- (ii) Shareholders can readily ascertain and understand the vesting conditions which are required to be satisfied for the Incentive Performance Rights to vest and the number of Shares to which they relate (ie. each Performance Right is a right to be issued one Share upon the satisfaction of the vesting conditions);
 - (iii) the Recipient Directors will only obtain the value of the Incentive Performance Rights and be able to exercise the Incentive Performance Rights into Shares upon satisfaction of the vesting conditions; and
 - (iv) the issue of Incentive Performance Rights instead of cash is a prudent means of rewarding and incentivising the Recipient Directors whilst conserving the Company's available cash reserves.
- (h) An independent valuation of the Incentive Performance Rights is in Schedule 5, with a summary below:

Recipient Director	Incentive Performance Rights			
	Tranche A	Tranche B	Tranche C	TOTAL
Cameron Henry <i>(Managing Director)</i>	\$99,383.16	\$80,577.52	\$67,435.61	\$247,396.29
John Young <i>(Non-Executive Chairman)</i>	\$22,085.15	\$17,906.12	\$14,985.69	\$54,976.96
Patrick Murphy <i>(Non-Executive Director)</i>	\$22,085.15	\$17,906.12	\$14,985.69	\$54,976.96
TOTAL	\$143,553.46	\$116,389.75	\$97,406.99	\$357,350.20

- (i) The Incentive Performance Rights are intended to be issued to the Recipient Directors (or their respective nominees) as soon as practicable following the receipt of approval at the Meeting and in any event, will be issued no later than three years after the date of the Meeting if the required approval is received.
- (j) The Incentive Performance Rights will be issued for nil cash consideration as they will be issued as an incentive component to the Recipient Directors' remuneration packages.
- (k) A summary of the material terms of the Plan is in Schedule 3.

- (l) No loan will be provided to the Recipient 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 a 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 the Plan after Resolution 5(a) to (c) (inclusive) are 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.

7.4 **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; 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.

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

The Board (other than the Recipient Directors who have a personal interest in the outcome of Resolution 5(a) to (c) (inclusive)) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the Incentive Performance Rights, because the issue of the Incentive Performance Rights constitutes reasonable remuneration payable to the Recipient Directors and therefore falls within the exception stipulated by section 211 of the Corporations Act.

7.5 **Additional information**

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

The Board (other than the Recipient Directors who have a personal interest in the outcome of this Resolution) recommend that Shareholders vote in favour of Resolution 5(a) to (c) (inclusive).

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.
AWST	means Western Standard Time, being the time in Perth, Western Australia.
Board	means the board of Directors.
Canaccord	means Canaccord Genuity (Australia) Limited (ACN 075 071 466).
Chair	means the person appointed to chair the Meeting of the Company convened by the Notice.
Company	means Green Technology Metals Limited (ACN 648 657 649).
Corporations Act	means the <i>Corporations Act 2001</i> (Cth), as amended.
Cranport	means Cranport Pty Ltd and its associated entities.
Director	means a director of the Company.
Director Placement Shares	has the meaning given to it in Section 3.1.
Eligible Shareholder	means a person registered as the holder of Shares as at 5:00pm (AWST) on the Record Date whose registered address is in Australia or, subject to the restrictions outlined in section 1.14 of the Prospectus, New Zealand, Singapore, Hong Kong, the United Kingdom, Canada (British Columbia, Ontario and Québec provinces), Korea, or the European Union (excluding Austria).
Entitlement Offer	has the meaning given in Section 6.1.
Equity Security	has the same meaning as in the Listing Rules.
Explanatory Memorandum	means the explanatory memorandum which forms part of the Notice.
Foster Stockbroking	means Foster Stockbroking Pty Limited (ACN 088 747 148).
Incentive Performance Rights	has the meaning given in Section 7.1.
Joint Underwriting Agreement	has the meaning given in Section 6.1.
Joint Underwriting Fee	has the meaning given in Section 6.2.

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.
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 issued capital.
Meeting	has the meaning given in the introductory paragraph of the Notice.
New Shares	means the new Shares to be issued pursuant to the Entitlement Offer and Top-Up Offer.
Notice	means this notice of general meeting.
Offers	means, collectively, the Entitlement Offer and Top-Up Offer.
Offer Price	means \$0.02 per New Share.
Option	means an option, giving the holder the right, but not an obligation, to acquire a Share at a predetermined price and at a specified time in the future.
Performance Right	means a right, subject to certain terms and conditions, to acquire a Share on the satisfaction (or waiver) of certain performance conditions.
Placement	has the meaning given in Section 3.1.
Plan	means the employee incentive scheme titled "Green Technology Metals Limited Employee Securities Incentive Plan", a summary of which is set out in Schedule 3.
Prospectus	means the Company's prospectus dated 4 May 2026.
Proxy Form	means the proxy form attached to the Notice.
Recipient Directors	means, collectively, Cameron Henry, John Young and Patrick Murphy.
Resolution	means a resolution referred to in the Notice.

Respective Proportion	means: (a) in the case of Canaccord, $\frac{1}{3}$; (b) in the case of Yelverton, $\frac{1}{3}$; and (c) in the case of Foster Stockbroking, $\frac{1}{3}$.
Top-Up Offer	means the offer to Eligible Shareholders to subscribe for Top-Up Shares.
Top-Up Shares	means those New Shares made available for subscription by Eligible Shareholders in excess of their entitlement under the Entitlement Offer.
Trading Day	has the meaning given in the Listing Rules.
Tranche 1 Placement Shares	has the meaning given in Section 3.1.
Tranche 2 Placement Shares	has the meaning given in Section 3.1
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.
Underwriter Options	has the meaning given in Section 6.1.
Underwriters or Joint Lead Managers	means, collectively, Canaccord, Yelverton and Foster Stockbroking and Underwriter or Joint Lead Manager means any one of them, as the context requires.
Underwritten Amount	means \$4,000,000, being the total amount to be raised under the Offers.
VWAP	has the meaning given to the term 'volume weighted average market price' in the Listing Rules.

Schedule 2 Terms and Conditions of Underwriter Options

The terms and conditions of the Underwriter Options (hereafter referred to as **Options**) are as follows:

- (a) **Entitlement:** Each Option gives the holder the right to subscribe for one Share.
- (b) **Consideration:** Each Option will be issued by the Company to the holder at an issue price of \$0.0001 per Option.
- (c) **Expiry Date:** The Options will expire at 5.00pm (AWST) on the date that 3 years from the date of issue (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
- (d) **Exercise Price:** The amount payable upon exercise of the Options will be as follows:
 - (i) 50% of the Options shall be exercisable at \$0.03; and
 - (ii) 50% of the Options shall be exercisable at \$0.04; and(each, an **Exercise Price**).
- (e) **Exercise:** A holder may exercise their Options by lodging with the Company, before the Expiry Date:
 - (i) a written notice of exercise of Options specifying the number of Options being exercised; and
 - (ii) an electronic funds transfer for the Exercise Price for the number of Options being exercised.
- (f) **Exercise Notice:** An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds. The Options held by each holder may be exercised in whole or in part, and if exercised in part, at least 10,000 must be exercised on each occasion.
- (g) **Issue of Shares:** Within five Business Days after the valid exercise of an Option, the Company will:
 - (i) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;
 - (ii) issue a substitute Certificate for any remaining unexercised Options held by the holder;
 - (iii) if required, and subject to paragraph (h), give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
 - (iv) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.
- (h) **Restrictions on transfer of Shares:** If the Company is required but 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 Options 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.

- (i) **Quotation:** The Company will not apply for quotation of the Options on any securities exchange.
- (j) **Transferability:** The Options are not transferable without the prior written consent of the Company.
- (k) **Ranking of Shares:** All Shares allotted upon the exercise of Options will upon allotment be fully paid and rank *pari passu* in all respects with other Shares.
- (l) **Dividend rights:** An Option does not entitle the holder to any dividends.
- (m) **Voting rights:** An Option does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the Listing Rules where such rights cannot be excluded by these terms.
- (n) **Adjustments for reorganisation:** If there is any reorganisation of the issued share capital of the Company, the rights of the Option holder will be varied in accordance with the Listing Rules.
- (o) **Entitlements and bonus issues:** Subject to the rights under paragraph (p) holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.
- (p) **Adjustment for bonus issues of Shares:** 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):
 - (i) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the holder would have received if the holder had exercised the Option before the record date for the bonus issue; and
 - (ii) no change will be made to the Exercise Price.
- (q) **Return of capital rights:** The Options do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- (r) **Rights on winding up:** The Options have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.
- (s) **Takeovers prohibition:**
 - (i) the issue of Shares on exercise of the Options 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
 - (ii) 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 any of the Options.

- (t) **No other rights:** An Option 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.
- (u) **Amendments required by ASX:** The terms of the Options may be amended as considered necessary by the Board in order to comply with the 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.
- (v) **Constitution:** Upon the issue of the Shares on exercise of any Options, the holder will be bound by the Company's Constitution.

Schedule 3 Summary of Plan

A summary of the material terms and conditions of the Plan is set out below:

- (a) **(Eligible Participant):** Eligible Participant means a person that has been determined by the Board to be eligible to participate in the Plan from time to time and is 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:
- (i) an employee or director of the Company or an individual who provides services to the Company;
 - (ii) an employee or director of an associated entity of the Company or an individual who provides services to such an associated entity;
 - (iii) a prospective person to whom paragraphs (i) or (ii) apply;
 - (iv) a person prescribed by the relevant regulations for such purposes; or
 - (v) certain related persons on behalf of the participants described in paragraphs (i) to (iv) (inclusive).
- (b) **(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:
- (i) the total number of Plan Shares (as defined in paragraph (m) below) that may be issued or acquired upon exercise of the convertible securities offered; plus
 - (ii) 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.

The maximum number of equity securities proposed to be issued under the Plan for the purposes of Listing Rule 7.2, Exception 13 will be as approved by Shareholders from time to time (**ASX Limit**). This means that, subject to the following paragraph, the Company may issue up to the ASX Limit under the Plan without seeking Shareholder approval and without reducing its placement capacity under Listing Rule 7.1.

The Company will require prior Shareholder approval for the acquisition of equity securities under the Plan to Directors, their associates and any other person whose relationship with the Company or a Director or a Director’s associate is such that, in ASX’s opinion, the acquisition should be approved by Shareholders. The issue of Securities with Shareholder approval will not count towards the ASX Limit.

- (c) **(Purpose):** The purpose of the Plan is to:
- (i) assist in the reward, retention and motivation of Eligible Participants;
 - (ii) link the reward of Eligible Participants to Shareholder value creation; and
 - (iii) 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.

- (d) **(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.
- (e) **(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.

- (f) **(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.
- (g) **(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.

- (h) **(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.
- (i) **(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.

- (j) **(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.
- (k) **(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:

- (i) 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
 - (ii) any Convertible Securities which have not yet vested will be automatically forfeited on the expiry date specified in the invitation.
- (l) **(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.
- (m) **(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.
- (n) **(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.
- (o) **(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.

- (p) **(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.
- (q) **(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.

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

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

Schedule 4 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
A	6,500,000	Satisfaction of the following: <ul style="list-style-type: none"> • the VWAP of the Company's Shares calculated over 20 consecutive Trading Days on which Shares have traded following the date of issue of the Incentive Performance Rights being equal or greater than \$0.05; and • 12 months continued service to the Company (or any of its subsidiaries) from the date of the Company's 2025 Annual General Meeting.
B	6,500,000	Satisfaction of the following: <ul style="list-style-type: none"> • the VWAP of the Company's Shares calculated over 20 consecutive Trading Days on which Shares have traded following the date of issue of the Incentive Performance Rights being equal or greater than \$0.10; and • 12 months continued service to the Company (or any of its subsidiaries) from the date of the Company's 2025 Annual General Meeting.
C	6,500,000	Satisfaction of the following: <ul style="list-style-type: none"> • the VWAP of the Company's Shares calculated over 20 consecutive Trading Days on which Shares have traded following

		<p>the date of issue of the Incentive Performance Rights being equal or greater than \$0.15; and</p> <ul style="list-style-type: none"> • 12 months continued service to the Company (or any of its subsidiaries) from the date of the Company's 2025 Annual General Meeting.
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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. There will be no change to the number of Shares over which the Performance Rights are exercisable in the event of the Company making a pro-rata issue of Shares or other securities to the holders of Shares in the Company (other than a bonus issue).
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. **(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.
22. **(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.
23. **(Constitution):** Upon the issue of the Shares on exercise of the Performance Rights, the holder will be bound by the Company's Constitution.

Schedule 5 Valuation of Incentive Performance Rights

The Incentive Performance Rights to be issued to the Recipient Directors (or their respective nominees) pursuant to Resolution 5(a) to (c) (inclusive) have been independently valued on the following assumptions.

Incentive Performance Rights	Tranche A	Tranche B	Tranche C
Grant date	8 May 2026	8 May 2026	8 May 2026
Assumed Share price at grant date	\$0.024	\$0.024	\$0.024
Exercise price	\$0	\$0	\$0
Vesting date	8 May 2029	8 May 2029	8 May 2029
Expiry date	8 May 2029	8 May 2029	8 May 2029
Expiry period (years)	3	3	3
Performance measurement period (years)	3	3	3
Share price target	\$0.05	\$0.10	\$0.15
Implied barrier share price target	\$0.0384	\$0.0767	\$0.1151
Volatility	90.6%	90.6%	90.6%
Continuously compounded RFR	4.5%	4.5%	4.5%
Dividend yield	0%	0%	0%
Probability of vesting (employment 12 months)	100%	100%	100%
Value of each Incentive Performance Right	\$0.02209	\$0.01791	\$0.01499
Aggregate value of Incentive Performance Rights	\$143,553.46	\$116,389.76	\$97,406.99

Your proxy voting instruction must be received by **10:00am (AWST) on Tuesday, 16 June 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://portal.automic.com.au/investor/home> or scan the QR code below using your smartphone

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



BY MAIL:

Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:

Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:

meetings@automicgroup.com.au

BY FACSIMILE:

+61 2 8583 3040

All enquiries to Automic:

WEBSITE:

<https://automicgroup.com.au>

PHONE:

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

