



CLOSE THE LOOP LIMITED

ACN 095 718 317

NOTICE OF MEETING

Date: Thursday, 9 July 2026

Time: 11.00am (Melbourne time)

Place: Thomsons, Level 23, Rialto South Tower, 525 Collins Street, Melbourne

A proxy form is enclosed with this Notice and instructions for its completion and return by post are shown on the form.

This Notice is important and should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their accountant, lawyer or other professional adviser prior to voting.

Investor related questions are welcomed prior to the Meeting. Questions can be directed to the Company Secretary via email: investors@ctlgroup.com.au by no later than 5:00pm (Melbourne time) on Friday, 3 July 2026.

**CLOSE THE LOOP LTD
ACN 095 718 317**

Notice of General Meeting

Close the Loop Ltd ACN 095 718 317 (**Company**) gives notice that a general meeting of its Shareholders will be held at:

Time: 11.00am (Melbourne time)

Date: Thursday, 9 July 2026

Place: Thomsons, Level 23, Rialto South Tower, 525 Collins Street, Melbourne

If you are unable to join the Meeting, we encourage you to complete and return the enclosed Proxy Form in accordance with the instructions included in this Notice.

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

The Directors have determined pursuant to regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on Tuesday, 7 July 2026 at 7.00pm (Melbourne time).

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

Terms and abbreviations used in this Notice (including the Explanatory Memorandum) are defined in the Schedule.

Agenda Items

Resolutions

1 Resolution 1: Approval to cancel the Existing Convertible Notes, issue the Subscription Shares to, and enter into the Loan Deed with, Sammy Saloum and Dania Saloum ('S&D Saloum')

To consider, and if thought fit, pass the following resolution as an **Ordinary Resolution**:

"THAT, for the purposes of Listing Rule 10.11 and for all other purposes, Shareholders approve:

- (a) *the cancellation of the Existing Convertible Notes issued to S&D Saloum; and*
- (b) *in consideration of the cancellation of the Existing Convertible Notes, the:*
 - (i) *payment of the Lump Sum Cash Amount to S&D Saloum;*
 - (ii) *entry into the Loan Deed with S&D Saloum; and*
 - (iii) *the issue of the Subscription Shares to S&D Saloum, comprising the issue of 28,819,444 new CLG Shares at a notional issue price of A\$0.20 per CLG Share and 31,531,532 new CLG Shares at a notional issue price of A\$0.37 per CLG Share,*

on the terms and conditions detailed in the Explanatory Memorandum."

2 Resolution 2: Election of Brendan Yee

To consider, and if thought fit, pass the following resolution as an **Ordinary Resolution**:

"THAT, pursuant to and in accordance with Listing Rule 14.4 and for all other purposes, Brendan Yee be elected as a Director on the terms and conditions detailed in the Explanatory Memorandum."

Refer to the Explanatory Memorandum annexed for further details.

By order of the Board

Marc Lichtenstein
Company Secretary

Dated: 4 June 2026

CLOSE THE LOOP LTD
ACN 095 718 317

Explanatory Memorandum

This Explanatory Memorandum is intended to provide Shareholders with sufficient information to assess the merits of each resolution contained in the accompanying Notice of Meeting.

It is recommended that Shareholders read this Explanatory Memorandum in full before making any decisions in relation to the Resolutions.

This Explanatory Memorandum is not investment advice. You should seek your own financial and professional advice before making any decision on how to vote at the meeting.

Certain terms and abbreviations used in this Explanatory Memorandum have defined meanings which are explained in the Glossary appearing at Schedule 2 of this Explanatory Memorandum.

1 Introduction

This Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting.

This Explanatory Memorandum should be read in conjunction with and forms part of the Notice. The purpose of this Explanatory Memorandum is to provide information to Shareholders in deciding whether or not to pass the Resolutions.

This 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 | Background |
| Section 4 | Resolution 1 – Approval to cancel the Existing Convertible Notes, issue the Subscription Shares to, and enter into the Loan Deed with, S&D Saloum |
| Section 5 | Resolution 2 – Election of Brendan Yee as a Director |
| Schedule: | Glossary |

A Proxy Form is enclosed with the Notice and is located at the end of this Explanatory Memorandum.

2 Action to be taken by Shareholders

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

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

2.1 Proxies

A Proxy Form is attached to the Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are invited 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. Returning the 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) if you require an additional proxy form, the Company will supply it on request;
- (c) a proxy need not be a member of the Company; and

- (d) a member of the Company entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. Where the proportion or number is not specified, each proxy may exercise half of the votes.

Proxy Forms must be received by the Company no later than 11.00am (Melbourne time) on Tuesday, 7 July 2026, being at least 48 hours before the Meeting.

Proxy Forms must be received by one of the following methods:

- (a) By post:
Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia
- (b) By mobile:
Scan the QR Code on your Proxy Form and follow the prompts
- (c) Online:
Shareholders may submit their proxy instructions online to the Company's Share Registry by visiting www.investorvote.com.au/clg.
- (d) By hand:
Computershare Investor Services Pty Limited
452 Johnston Street
Abbotsford VIC 3067
Australia
- (e) By fax:
1800 783 447 within Australia or
+61 3 9473 2555 outside Australia

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

2.2 Attendance at Meeting

If you attend the Meeting, please bring your personalised Proxy Form with you to assist with registration and (if possible) arrive at the venue 15 minutes before the start of the Meeting.

Representatives from the Company's share registry, Computershare, will verify your shareholding against the Company's Share register and note your attendance. If you do not bring your Proxy Form with you, you will still be able to attend the Meeting but you will need to verify your identity.

2.3 Voting at the Meeting

Ordinary resolutions require the support of more than 50% of the votes cast. The Resolutions are ordinary resolutions.

A Poll will be held on the resolutions.

Every Shareholder eligible to vote on the particular Resolution who is present in person or by proxy, representative or attorney will have one vote for each Share held by that person.

2.4 Chair's voting intentions

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

3 Background to Resolution 1

3.1 Existing Convertible Notes

As part of the Company's acquisition of 100% of the shares in both Captive Trade Corporation and ISPTekServices LLC (**ISP**) in March 2023 (as announced on 17 March 2023), the consideration payable to S&D Saloum, the previous owners of ISP) included, in addition to the payment of cash and the issue of CLG Shares, the issue of 15,000,000 Convertible Notes.

Each Convertible Note was issued with a face value of USD\$1.00 (therefore, a total face value of USD\$15,000,000 for the 15,000,000 Convertible Notes), an interest rate of 4% per annum, a maturity date of 28 April 2026, and convertible at maturity into new Shares at a price of A\$0.74 per Share, with:

- (a) 7,500,000 Convertible Notes convertible into new Shares, or redeemable for US\$8,400,000 cash, at the election of S&D Saloum (**First Convertible Note Agreement**); and
- (b) 7,500,000 Convertible Notes convertible into new Shares, or redeemable for US\$8,400,000 cash, at the election of the Company (**Second Convertible Note Agreement**),

(together, the **Existing Convertible Notes**).

The Existing Convertible Notes have now reached maturity.

Having regard to the CLG Share price, which on 28 April 2026 closed at A\$0.023 (i.e. 2.3 cents), if allowed to remain in place, the Company would have had an obligation on 28 April 2026 to:

- (a) pay the amount of USD\$8,400,000 cash to S&D Saloum in settlement of the First Convertible Note Agreement; and
- (b) issue 15,765,766 CLG Shares to S&D Saloum at the notional issue price of A\$0.74 in settlement of the Second Convertible Note Agreement,

(the **Existing Arrangements**).

This would have required the Company to pay USD\$8,400,000 (approximately A\$11,666,000) in circumstances where the Company does not possess the free cash flow at the present time in order to fulfil this obligation.

In addition, the Company's external debt financier required the proceeds from the recent sale of ISP to be applied to reduce the Company's external debt – thereby excluding those proceeds from being available to satisfy the payment obligation of the Company under the First Convertible Note Agreement to S&D Saloum.

In light of the above, and in an endeavour to achieve a solution more favourable to and in the best interests of the Company's non-associated Shareholders (while also being reasonable to S&D Saloum), the Company and S&D Saloum have agreed to the New Arrangements, subject to Resolution 1 being passed.

3.2 New Arrangements

As set out in the Company's ASX announcement on 20 May 2026, the Company has reached agreement with S&D Saloum with respect to the Existing Convertible Notes. This agreement is important for Shareholders because it provides further certainty around the Company's capital structure and future funding profile.

The new arrangements are outlined below and predicated on Resolution 1 being passed:

- (a) The First Convertible Note Agreement and the Second Convertible Note Agreement will be terminated.
- (b) The following arrangements will be implemented in place of the First Convertible Note Agreement and the Second Convertible Note Agreement:

- (i) The Company will issue 28,819,444 CLG Shares to S&D Saloum at a notional issue price of A\$0.20 per Share.
- (ii) The Company will issue 31,531,532 CLG Shares to S&D Saloum at a notional issue price of A\$0.37 per Share (together with the CLG Shares referred to in (i) directly above, the **Subscription Shares**).
- (iii) The Company will, upon completion of the Company's process to refinance its existing debt with its existing debt financier (expected to take place over the next 6-9 months), pay USD\$2,500,000 (approximately A\$3,472,000) (**Lump Sum Cash Amount**) to S&D Saloum.
- (iv) The Company will repay a further loan of US\$1,750,000 (approximately \$2,430,000) to S&D Saloum over a 5-year term. This unsecured loan will be interest free and therefore the amount of US\$350,000 (approximately A\$486,000) is repayable in each year of the term of this loan, via quarterly repayments,

(the **New Arrangements**).

The Company and S&D Saloum have entered into the following transaction documents to give effect to the New Arrangements:

- A Convertible Notes Termination Deed to give effect to the transactions referred to in paragraph (a) above.
- A Subscription Agreement to give effect to the transactions referred to in paragraphs (b)(i) and (b)(ii) above.
- A Loan Deed to give effect to the transactions referred to in paragraphs (b)(iii) and (b)(iv) above.

3.3 Comparison between Existing Arrangements and New Arrangements

As noted above, under the Existing Arrangements (which will apply if Resolution 1 is not passed), S&D Saloum will have an entitlement to receive the cash amount of USD\$8,400,000 immediately and be issued 15,765,766 CLG Shares – this would result in an increase in S&D Saloum's holding of CLG Shares from 8.45% to 11.08%.

As noted above, the Company does not have the free cash flow available to meet this immediate payment requirement, which has necessitated the proposed implementation of the New Arrangements.

Under the New Arrangements, the Company will need to pay S&D Saloum a total of USD\$4,250,000 (approximately half of the existing indebtedness). Such payment does not need to be paid in full until 5 years from the date the Resolution is passed. Should security be obtained by the lender over the unsecured loan in the future, the Company will ensure it complies with the ASX Listing Rules at all times.

In consideration for the reduced level of indebtedness, more CLG Shares are being issued to S&D Saloum than under the Existing Arrangements. Under the New Arrangements, it is proposed that S&D Saloum will be issued 60,350,976 CLG Shares – this will result in an increase in S&D Saloum's holding of CLG Shares from 8.45% to 17.76%.

These new 60,350,976 CLG Shares are being issued at an average notional issue price of A\$0.2888 per CLG Share. While this is much less than the proposed issue price of A\$0.74 per CLG Share under the Second Convertible Note Agreement, it is also very substantially more than the price of CLG Shares on ASX at the time of the 20 May 2026 ASX announcement (i.e. \$0.022 per CLG Share).

4 Resolution 1

4.1 Resolution 1: Approval to cancel the Existing Convertible Notes, issue the Subscription Shares to, and enter into the Loan Deed with, S&D Saloum

(a) Introduction

As detailed in section 3, the Company is seeking to cancel the Existing Convertible Notes issued to S&D Saloum and to issue 60,350,976 Subscription Shares to S&D Saloum and enter into the Loan Deed with S&D Saloum.

Resolution 1 seeks Shareholder approval to cancel the Existing Convertible Notes, to issue the Subscription Shares to, and enter into the Loan Deed with, S&D Saloum pursuant to and in accordance with Listing Rule 10.11 (and for all other purposes).

Resolution 1 is an ordinary resolution.

The Chairperson intends to vote undirected proxies in favour of Resolution 1.

A voting exclusion statement is included in the Notice for Resolution 1.

(b) Chapter 2E of the Corporations Act

In accordance with section 208 of the Corporations Act, to give a financial benefit to a related party (including Sammy Saloum, as Director of the Company, and Dania Saloum, a related party by virtue of being Sammy Saloum's spouse), the Company must:

- (i) obtain Shareholder approval in the manner set out in sections 217 to 227 of the Corporations Act; and
- (ii) give the benefit within 15 months after the approval,

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

Section 210 of the Corporations Act specifies that member approval is not needed to give a financial benefit on terms that would be reasonable in the circumstances if the Company and Sammy Saloum and Dania Saloum, respectively, were transacting at arm's length.

In this regard, the Company considers the points raised at section 3.3 of this Notice instructive in that the New Arrangements are, taken overall, considered to be much more favourable to the Company than the Existing Arrangements and more favourable terms to the Company than arm's length terms.

On the basis of these circumstances, the Directors (other than Sammy Saloum who has a material personal interest in Resolution 1) consider that the arm's length terms exception in section 210 of the Corporations Act applies to the New Arrangements with S&D Saloum and that, accordingly, it is not necessary to seek CLG Shareholder approval of the New Arrangements under Chapter 2E of the Corporations Act.

(c) 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:

- (i) a related party;
- (ii) a person who is, or was at any time in the six months before the issue or agreement, a substantial (30%+) holder in the company;
- (iii) a person who is, or was at any time in the six months before the issue or agreement, a substantial (10%+) holder 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;

- (iv) an associate of a person referred to in (i) to (iii); or
- (v) a person whose relationship with the company or a person referred to in (i) to (iv) is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it obtains shareholder approval.

The issue of the Subscription Shares to S&D Saloum respectively fall within:

- (vi) paragraph (i) above (being Listing Rule 10.11.1), as Sammy Saloum is a Director of the Company, and therefore is a related party of the Company; and
- (vii) paragraph (iv) above (being Listing Rule 10.11.4), as Dania Saloum is the spouse of Sammy Saloum, and therefore is an associate of a related party of the Company.

Further, the proposed issue of the Subscription Shares does not fall within any of the exceptions to Listing Rule 10.11, which are set out in Listing Rule 10.12.

Pursuant to Listing Rule 7.1 (exception 14), Shareholder approval under Listing Rule 7.1 is not required for issues of Equity Securities that have received shareholder approval under Listing Rule 10.11. Accordingly, and provided that Resolution 1 is approved by Shareholders, the issue of the Shares will be excluded in calculating the Company's 15% Placement Capacity.

(d) **Specific information required by Listing Rule 10.13**

For the purposes of Listing Rule 10.13, the following information in relation to Resolution 1 is provided to Shareholders:

| | |
|--|--|
| Name of the Person (10.13.1) | Sammy Saloum and Dania Saloum |
| Category under ASX Listing Rules 10.11.1 – 10.11.5 (10.13.2) | Sammy Saloum falls within Listing Rule 10.11.1 as he is a Director of the Company and therefore a related party of the Company. Dania Saloum falls within Listing Rule 10.11.4 as she is Sammy Saloum's spouse and therefore an associate of a related party. |
| Proposed number and class of Subscription Shares issued (10.13.3) | The maximum number of Subscription Shares to be issued is as follows: (a) 28,819,444 CLG Shares have been applied for and, subject to Shareholder approval, are to be issued to Sammy Saloum and Dania Saloum at a notional issue price of A\$0.20 per CLG Share; and (b) 31,531,532 CLG Shares have been applied for, and subject to Shareholder approval, are to be issued to Sammy Saloum and Dania Saloum at a notional issue price of A\$0.37 per CLG Share. In aggregate, 60,350,976 Subscription Shares are proposed to be issued, subject to CLG Shareholder approval. The Subscription Shares will be new fully paid ordinary shares in the Company, to be issued on the same terms as, and ranking equally with, existing CLG Shares. |

| | |
|---|--|
| Material terms of the Subscription Shares (10.13.4) | Fully paid ordinary shares in the capital of the Company which rank equally with other CLG Shares on issue. |
| Proposed date of issue (10.13.5) | The Subscription Shares will be issued as soon as practicable after the Meeting and within one month after the date of the Meeting. |
| Proposed price of the Subscription Shares (10.13.6) | 28,819,444 CLG Shares will be issued at a notional issue price of A\$0.20 per CLG Share. 31,531,532 CLG Shares will be issued at a notional issue price of A\$0.37 per CLG Share. |
| Purpose of the issue and intended use of funds (10.13.7) | The issue of up to 60,350,976 new CLG Shares to Sammy Saloum and Dania Saloum formed part of the New Arrangements as detailed in section 3.2 above. No funds will be raised by the issue of the Shares. |
| Other material terms of the Subscription Agreement (10.13.9) | The Subscription Shares are to be issued to Sammy Saloum and Dania Saloum pursuant a Subscription Agreement which sets out the subscription price (being, A\$0.20 in respect of 28,819,444 Subscription Shares and A\$0.37 in respect of 31,531,532 Subscription Shares) and the number of Subscription Shares to be issued (i.e. a total of 60,350,976 new CLG Shares). The Subscription Agreement is interdependent on the Loan Deed and Convertible Notes Termination Deed. The Subscription Agreement is conditional on the Company validly convening and holding the Meeting as soon as practicable after the date of the Subscription Agreement and the CLG Shareholders resolving at the Meeting to approve Resolution 1. The other standard terms are not material. |
| Voting exclusion statement (10.13.10) | A voting exclusion is included in the Notice of Meeting (see section 4.1(f) below). |

(e) **Voting consequences**

If Resolution 1 is passed, the Company can proceed with:

- cancelling the Existing Convertible Notes;
- issuing the 60,350,976 Subscription Shares to S&D Saloum – as this share issue will take place pursuant to Listing Rule 7.2 (*Exception 14*), the Company may issue the Subscription Shares without using up the Company's 15% placement capacity under ASX Listing Rule 7.1. This share issue will occur as soon as practicable after the Meeting (and not more than 1 month after the date of the Meeting); and
- giving effect to the borrowing arrangements under the new Loan Deed.

If Resolution 1 is not passed, the Company will not be able to proceed with cancelling the Existing Convertible Notes, repositioning the Company's loan from S&D Saloum or the issue of the Subscription Shares to S&D Saloum. In this event, the Company will have an immediate obligation to pay USD\$8,400,000 to S&D Saloum in circumstances where the Company does not currently possess the free cash flow to do so and would need to reconsider its limited alternative strategic financing options.

(f) **Voting Exclusion Statement**

The Company will disregard any votes cast in favour of Resolution 1 by or on behalf of any of Sammy Saloum, Dania Saloum (and/or their nominees) or an associate of those persons.

However, the Company need not disregard a vote if:

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

(g) **Recommendation**

The Board recommends voting in favour of Resolution 1 for the approval of the cancellation of the Existing Convertible Notes, the issue of securities to S&D Saloum and to give effect to the borrowing arrangements under the new Loan Deed.

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

5 Resolution 2

5.1 Resolution 2: Election of Director – Brendan Yee

(a) Introduction

ASX Listing Rule 14.4 provides that a Director (other than the Managing Director) appointed to fill a casual vacancy or as an addition to the board must not hold office (without re-election) past the next annual general meeting of the entity.

(b) Election of Brendan Yee

As announced on 5 December 2025, Brendan Yee was appointed on 5 December 2025 and accordingly will retire and offers himself for election.

Brendan Yee is an experienced packaging industry professional who brings extensive packaging experience to the Close the Loop board. As one of the founders of O F Packaging, his in-depth specialist understanding of the sector is helpful in assisting the CLG Board in the development of a key segment of the Company.

The Board intends to exercise all available proxies in favour of Resolution 2.

Schedule

Glossary

In this Notice, the following items have the following meanings unless the context requires otherwise:

\$ or A\$ means Australian Dollars.

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

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

Board or **CLG Board** means the current board of directors of the Company.

Chair means the person chairing the Meeting.

Company or **CLG** means Close the Loop Ltd ACN 095 718 317.

Constitution means the Company's Constitution.

Convertible Notes Termination Deed means a deed between the Company and S&D Saloum to terminate the Existing Convertible Notes the terms of which are outlined in section 3.2.

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

Directors means the current directors of the Company.

Equity Securities has the meaning given to that term in the Listing Rules.

Existing Arrangements has the meaning given in section 3.1.

Existing Convertible Notes means the 15,000,000 convertible notes issued by the Company to S&D Saloum, each with a face value of USD\$1.00 an interest rate of 4% per annum and a maturity date of 28 April 2026 pursuant to the terms of the First Convertible Note Agreement and the Second Convertible Note Agreement.

Explanatory Memorandum means the explanatory memorandum accompanying and forming part of this Notice.

First Convertible Note Agreement means the agreement between the Company and S&D Saloum under which 7,500,000 convertible notes are convertible into 15,765,766 CLG Shares, or redeemable for US\$8,400,000 cash, at the election of S&D Saloum.

ISP has the meaning given in section 3.1.

Loan Deed means a new loan arrangement in place between the Company and S&D Saloum the terms of which are outlined in section 3.2.

Lump Sum Cash Amount means USD\$2,500,000 (approximately A\$3,472,000).

Meeting means the meeting of Shareholders to be held at Thomsons, Level 23, Rialto South Tower, 525 Collins Street, Melbourne on Thursday, 9 July 2026 at 11.00am (Melbourne time).

New Arrangements has the meaning given in section 3.2.

Notice means this Notice of General Meeting (including the Explanatory Memorandum and the Proxy Form).

Proxy Form means the proxy form accompanying this Notice.

Resolutions means the resolutions set out in this Notice.

S&D Saloum means Sammy Saloum and Dania Saloum (and/or their associates).

Second Convertible Note Agreement means the agreement between the Company and S&D Saloum under which 7,500,000 convertible notes are convertible into 15,765,766 CLG Shares, or redeemable for US\$8,400,000 cash, at the election of the Company.

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

Shareholder or **CLG Shareholder** means a holder of a Share / CLG Share.

Subscription Agreement means a new subscription agreement in place between the Company and S&D Saloum the terms of which are outlined in section 3.2.

Subscription Shares means the 60,350,976 new CLG Shares proposed to be issued to S&D Saloum under the Subscription Agreement.

US\$ or **USD\$** means US dollars, the lawful currency of the United States.



Close the Loop Limited
ABN 91 095 718 317

Need assistance?



Phone:
1300 850 505 (within Australia)
+61 3 9415 5000 (outside Australia)



Online:
www.investorcentre.com/contact



YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **11:00am (AEST) on Tuesday, 7 July 2026.**

Proxy Form

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

APPOINTMENT OF PROXY

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders 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 form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

PARTICIPATING IN THE MEETING

Corporate Representative

If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com/au and select "Printable Forms".

Lodge your Proxy Form:

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is

Control Number: 138825

SRN/HIN:

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia

By Fax:

1800 783 447 within Australia or
+61 3 9473 2555 outside Australia



PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

Change of address. If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.

Proxy Form

Please mark to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

I/We being a member/s of Close the Loop Limited hereby appoint

the Chairman of the Meeting **OR**

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the General Meeting of Close the Loop Limited to be held at Thomsons, Level 23, Rialto South Tower, 525 Collins Street, Melbourne, VIC 3000 on Thursday, 9 July 2026 at 11:00am (AEST) and at any adjournment or postponement of that meeting.

Step 2 Items of Business

PLEASE NOTE: If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

| | | For | Against | Abstain |
|--------------|--|--------------------------|--------------------------|--------------------------|
| Resolution 1 | Approval to cancel the Existing Convertible Notes, issue the Subscription Shares to, and enter into the Loan Deed with, Sammy Saloum and Dania Saloum. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Resolution 2 | Election of Brendan Yee | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

Step 3 Signature of Securityholder(s) *This section must be completed.*

| | | | |
|--|--|--|-----------------------------|
| Individual or Securityholder 1 <input type="text"/> | Securityholder 2 <input type="text"/> | Securityholder 3 <input type="text"/> | / / <input type="text"/> |
| Sole Director & Sole Company Secretary | Director | Director/Company Secretary | Date |

Update your communication details *(Optional)*

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically

| | |
|---------------------------------------|---------------------------------------|
| Mobile Number <input type="text"/> | Email Address <input type="text"/> |
|---------------------------------------|---------------------------------------|