Archer Materials Limited (ACN: 123 993 233)
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www.archerx.com.au

ASX Announcement (ASX: **AXE**) 10 July 2026

Dispatch of Share Purchase Plan Offer Booklet

Archer Materials Limited ("**Archer**", the "**Company**", "ASX: AXE") advises that it has, today, dispatched the offer booklet relating to the previously announced share purchase plan (**SPP**).

Under the SPP Eligible Shareholders are invited to subscribe for up to A$30,000 worth of fully paid ordinary shares in Archer (**Shares**) at an issue price of A$0.27 per Share, being the same issue price as the recently announced placement.

The key dates for the SPP are set out below, with further details contained in the invitation letter and SPP offer booklet, copies of which are enclosed with this announcement.

Event	Date
Record Date for the SPP (7:00pm (Sydney time))	Thursday, 2 July 2026
Opening Date of SPP	Friday, 10 July 2026
Closing Date for the SPP (5:00pm (Sydney time)	**Monday, 3 August 2026**
Announcement of SPP results	Monday, 10 August 2026
Shares issued under the SPP	Monday, 10 August 2026
Expected commencement of trading on ASX	Tuesday, 11 August 2026

Subject to the ASX Listing Rules and the Corporations Act 2001 (Cth), the directors of Archer reserve the right to vary these dates.

The Board of Archer authorised this announcement to be given to ASX.

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About Archer
Archer is a quantum technology company that operates within the semiconductor industry. The Company is developing advanced semiconductor devices, including chips relevant to quantum computing, sensing, and medical diagnostics. Archer utilises its global partnerships to develop these technologies for potential deployment and use across multiple industries.
www.archerx.com.au

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Friday 10 July 2026

Dear Shareholder

Archer Materials Limited – Share Purchase Plan

On 3 July 2026, Archer Materials Limited ("**Archer**", the "**Company**", "ASX: AXE") announced a A$10 million equity raise to fund the growth of the Company's quantum and biochip technologies, with a particular focus on implementation of the agreement with IonQ, Inc. The equity raise comprises:

- $6.86 million placement (**Tranche 1 Placement**) to professional, sophisticated and institutional investors, at an issue price of A$0.27 per fully paid ordinary share in the capital of Archer (**Shares**); plus
- $0.14 million placement (**Tranche 2 Placement**) to directors Bernadette Harkin, Greg English and CEO Simon Ruffell at an issue price of A$0.27 per Share, subject to shareholder approval for director participation; plus
- $3 million share purchase plan at a price of A$0.27 per share (**SPP**).

Share Purchase Plan

The IonQ project is complementary to the Company's ongoing qubit development, quantum machine learning and biochip projects. With the execution of the agreement with IonQ, the Company is commencing implementation of Phase 1 of the project to establish sovereign compute services in Australia. Accordingly, the Archer board has decided to raise funds to expedite our work and to actively engage with potential customers and end users of an Australian quantum computer.

The SPP allows eligible shareholders (whose registered address is recorded as being in Australia or New Zealand as at 7:00pm (Sydney time) on Thursday, 2 July 2026 (**Eligible Shareholders**) to apply for up to A$30,000 of new Archer shares (**New Shares**) and a minimum of A$1,000 of Shares without incurring brokerage or transaction costs. The issue price of A$0.27 per New Share is the same as the issue price for institutional and sophisticated investors under the Tranche 1 Placement and directors and the CEO under the Tranche 2 Placement.

The A$0.27 issue price per Share represents a 12.9% discount to the last traded price of A$0.31 per Share on 30 June 2026 and a 13.6% discount to the five day weighted average Share price of $0.312 per Share.

The SPP is targeting to raise $3 million. Please note that if total demand for the SPP exceeds $3 million, Archer directors reserve the right to close the SPP early, scale back applications, or increase the amount raised under the SPP.

Use of Funds

Proceeds from the Tranche 1 and Tranche 2 Placement and SPP (after expenses) will be applied to fund:

- the payments required to be made to IonQ and progressing the project with IonQ and building sovereign quantum computing capability in Australia, pursuant to the recently announced agreement with IonQ;
- the acquisition of new projects, assets or investments (including expenses associated with such acquisition);
- continued expenditure on development of the Company's advanced materials technologies; and
- general working capital expenses.

Attaching Options

Archer also intends to offer successful applicants in the SPP (**Participants**) the ability to subscribe for one (1) option (**Option**) to acquire a Share for every one (1) New Share issued to the Participant under the SPP. The Options will be issued for nil consideration, be unlisted, have an exercise price of A$0.35 per Share, and have an expiry date of 30 June 2029.

The Options to Participants under the SPP are subject to shareholder approval at a meeting of Archer shareholders to be held in mid-August 2026.

The offer of Options will be made to Participants under a prospectus to be sent to those Participants in due course. If the Company does not, for any reason, proceed with the issue of Options (whether due to Shareholder approval not being obtained, regulatory restrictions or otherwise), no Participant in the SPP will be entitled to receive, or call for the return of, any subscription monies paid by them under the SPP.

How to apply for Shares

To participate in the SPP, Eligible Shareholders must:

1. Access the Company's SPP offer website: www.computersharecas.com.au/axespp to apply online.

2. Enter your personal holder ID (SRN or HIN) shown on the top right of this letter (to the right of your address) and your postcode or domicile.

3. Follow the instructions on the SPP offer website to complete your application for Shares. When your application is complete, you will be provided with:

   (a) a biller code and personal customer reference number for Eligible Shareholders with an Australian address or a New Zealand address;

   (b) an EFT transaction code for Eligible Shareholders with a New Zealand address.

4. Use the biller code and personal customer reference number or EFT transaction number to pay for your Shares using BPAY® or EFT (as the context requires).

Important Information

Participation in the SPP is entirely voluntary. If you do not wish to participate in the SPP, then you do not need to take any action. Full details of the SPP are set out in the Terms and Conditions, which are also available to view at www.computersharecas.com.au/axespp. Archer will not be printing or dispatching physical copies of the Terms and Conditions or application forms unless specifically requested.

You should read the Terms and Conditions in full before making a decision regarding your participation in the SPP. Contact your professional adviser if you are uncertain as to what action you should take.

If you have any questions in relation to the SPP, please contact Archer's share registry, Computershare Investor Services on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside Australia) between 8:30am and 5:00pm (Sydney time), Monday to Friday.

On behalf of the Board, I invite you to consider this opportunity to increase your investment in the Company and to continue your support of our strategy to establish sovereign quantum compute services in Australia and the continued development of our quantum chip, quantum machine learning and biochip projects.

Yours sincerely,

Greg English
Executive Chair
Archer Materials Limited

Archer Materials Limited ACN 123 993 233

Share Purchase Plan | Terms and Conditions

10 July 2026

1. Offer

1.1 Archer Materials Limited ACN 123 993 233 (**Archer**) is offering Eligible Shareholders the opportunity to purchase fully paid ordinary shares in the capital of Archer (**Shares**) in increments of $1,000, with a minimum parcel of A$1,000 and up to A$30,000 worth of Shares by way of a share purchase plan (**SPP**), without incurring brokerage.

1.2 The issue price per Share under the SPP is A$0.27 (**SPP Price**). This is the same issue price as the Shares issued to sophisticated and professional investors under the private placement announced to the ASX on 3 July 2026 (**Placement**).

1.3 The SPP is being conducted under *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* (**ASIC Instrument**). These Terms and Conditions are not a prospectus under Chapter 6D of the Corporations Act.

1.4 The SPP opens on Friday, 10 July 2026 (**Opening Date**) and closes at 5:00pm (Sydney time) on Monday,3 August 2026 (**Closing Date**), unless extended, withdrawn or closed early by Archer.

1.5 The offer made under the SPP is non-renounceable, meaning that Eligible Shareholders cannot transfer their right to other parties to subscribe for Shares under the SPP. An acquisition by an Eligible Shareholder of additional Shares or a new separate holding of Shares before the Closing Date, will not give rise to any additional right to subscribe for Shares under this SPP.

2. Eligibility

2.1 Shareholders who are eligible to participate in the SPP include those persons:

(a) who were recorded in Archer's register of members as at 7:00pm (Sydney time) on Thursday, 2 July 2026 (**Record Date**) as being holders of Shares;

(b) whose registered address is recorded in Archer's register of members as being in Australia or New Zealand; and

(c) who are not, and are not acting for the account or benefit of, a US Person as defined in Regulation S under the *US Securities Act of 1933*,

(**Eligible Shareholders**).

2.2 A custodian, trustee or nominee (as defined in the ASIC Instrument) who holds Shares on behalf of one or more persons who were resident in Australia or New Zealand on the Record Date may participate in the SPP. Please refer to Section 5 for further information.

2.3 Archer has determined that it is impractical for the SPP to be offered to Shareholders whose address in Archer's register of members is in a country outside of Australia or New Zealand.

2.4 Participation in the SPP is optional for Eligible Shareholders and is subject to these Terms and Conditions.

3. Applications

3.1 The ASIC Instrument prohibits Archer issuing Shares in accordance with this SPP if the aggregate subscription amount to be paid by an Eligible Shareholder, together with the aggregate amount paid for any other Shares acquired by that Eligible Shareholder or which a custodian has been instructed to acquire under the SPP on their behalf, or any similar arrangement operated by Archer in the 12 months before the date the application is made, exceeds A$30,000.

3.2 No Eligible Shareholder may be issued Shares under the SPP if:

(a) the aggregate application price for those Shares; *plus*

(b) the aggregate amount paid for any other Shares acquired by that Eligible Shareholder or acquired by a custodian on behalf of the Eligible Shareholder, or any arrangement similar to the SPP operated by Archer in the 12 months before the date the application is made,

exceeds A$30,000. For the avoidance of doubt, this does not include Shares purchased other than via a share purchase plan.

Any applications from Eligible Shareholders which results in this limit being exceeded will be read down. Any surplus funds will be returned to such Eligible Shareholders without interest.

3.3 Eligible Shareholders that receive more than one offer under the SPP, for example due to multiple registered holdings, may only apply for an aggregate of up to A$30,000 worth of Shares (one maximum parcel).

4. Important dates

The timetable below is indicative only and subject to change. Archer reserves the right to alter the dates at its discretion and without prior notice, subject to ASX Listing Rules and the Corporations Act.

Record Date	7:00pm (Sydney time) on Thursday, 2 July 2026
Opening Date	Friday, 10 July 2026
Closing Date	5:00pm (Sydney time) on Monday, 3 August 2026
SPP results announced	Monday, 10 August 2026
Share issue date	Monday, 10 August 2026
Expected commencement of trading of Shares on ASX	Tuesday, 11 August 2026

5. Joint holders, Custodians, trustees and nominees

5.1 Eligible Shareholders that are recorded in Archer's register of members with one or more other persons as the joint holder of Shares are considered to have a single registered holding for the purpose of the SPP and certifications or representations given by a joint holder are taken to have been given by all joint holders. If the same joint holders receive more than one offer under the SPP due to multiple holdings, the joint holders may only apply for an aggregate of up to A$30,000 worth of Shares (one maximum parcel).

5.2 A custodian, trustee or nominee (as defined in the ASIC Instrument) (**Custodian**) who holds Shares on behalf of one or more persons who were resident in Australia or New Zealand on the Record Date (**Participating Beneficiary**), may apply for up to a maximum of A$30,000 worth of Shares for each Participating Beneficiary, subject to providing notice in writing to Archer (by way of a Custodian Certificate) certifying the following:

(a) that either or both of the following apply (as applicable):

(1) that on the Record Date, the Custodian held Shares on behalf of one or more

Participating Beneficiaries that are not custodians;

(2) that on the Record Date another Custodian (**Downstream Custodian**) held beneficial interests in Shares on behalf of one or more other persons (each a Participating Beneficiary), and the Custodian holds the Shares to which those beneficial interests relate on behalf of the Downstream Custodian or another Custodian;

(b) that each Participating Beneficiary has subsequently instructed the Custodian or the Downstream Custodian (as applicable) to apply for Shares on their behalf under the SPP;

(c) the number of Participating Beneficiaries;

(d) the name and address of each Participating Beneficiary;

(e) the number of Shares that the Custodian holds on behalf of each Participating Beneficiary;

(f) the number or dollar amount of Shares which each Participating Beneficiary has instructed the Custodian or the Downstream Custodian (as applicable) to apply for on their behalf;

(g) that there are no Participating Beneficiaries in respect of which the total of the application price exceeds A$30,000 worth of Shares, calculated by reference to Shares applied for by the Custodian on behalf of each Participating Beneficiary under:

(1) the SPP; and

(2) any other Shares issued to the Custodian as custodian in the 12 months before the Custodian's application under an arrangement similar to the SPP,

in each case, as a result of an instruction given by the Participating Beneficiary to the Custodian, either directly or indirectly through another Custodian, to apply for Shares on their behalf;

(h) that a copy of these Terms and Conditions was given to each Participating Beneficiary;

(i) where Shares are held by the Custodian on behalf of the Participating Beneficiary indirectly, through one or more Custodians who hold beneficial interests in the Shares held by it in relation to each Participating Beneficiary (**Interposed Custodians**), the name and address of each Interposed Custodian; and

(j) any such additional or varied information as might be required under any more specific ASIC relief that might be granted to Archer in relation to the SPP.

5.3 The offer under this SPP is made to the Custodian as the registered holder, not to the beneficiaries directly.

5.4 If the Shares are held as a trustee or nominee for another person, but that person does not satisfy the definition of a Custodian in the ASIC Instrument, that holder cannot participate for beneficiaries in the manner described above. In this case, the rules for multiple single holdings apply.

5.5 Custodians requiring a Custodian Certificate or further information on how to apply, should contact the Share Registry on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside Australia) between 8:30am to 5:00pm (Sydney Time), Monday to Friday (excluding public holidays) or via custodians@computershare.com.au. A completed Custodian Certificate must be emailed to: custodians@computershare.com.au.

6. **Overseas shareholders**

6.1 This SPP does not constitute an offer in any place in which, or to any person to whom, it would not be lawful to make such an offer.

6.2 The SPP is not being extended to, and Shares will not be allotted to, Shareholders with a registered address which is outside Australia or New Zealand.

6.3 The Shares have not been, and will not be, registered under the *US Securities Act of 1933* or the securities laws of any state or other jurisdictions in the United States, and may not be offered, sold or delivered, directly or indirectly, in or to persons in, the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the *US Securities Act of 1933* and any applicable U.S state securities laws. Shareholders who have beneficiaries that are not resident in Australia or New Zealand should consult their professional advisors to determine whether any government or other consents are required or whether formalities need to be observed to allow them to accept their entitlement.

7. **Agreement**

7.1 By making payment via BPAY® or EFT, the Eligible Shareholder represents and certifies:

(a) the aggregate of the application price paid for:

(1) the Shares the subject of the payment; and

(2) any other Shares acquired by the Eligible Shareholder or a Custodian on behalf of the Eligible Shareholder, or any similar arrangement operated by Archer in the 12 months before the date of application,

does not exceed A$30,000 (except when applying as a Custodian for one or more beneficiaries);

(b) to the extent its application exceeds the amount referred to in Section 7.1(a) above, it authorises Archer (and its officers and agents) to treat its application as being for such lesser amount of Shares as is permitted by the ASIC Instrument;

(c) it is, and each person on whose account or benefit it is acting is, an Eligible Shareholder;

(d) it agrees generally to otherwise be bound by these Terms and Conditions and the terms set out on the Application Form;

(e) that all details and statements in its Application Form are true and complete and not misleading;

(f) its application is irrevocable and unconditional;

(g) it is in compliance with all relevant laws and regulations;

(h) it has not, and agrees that it will not, send any materials relating to the SPP to any person in the United States or any other country outside Australia and New Zealand; and

(i) it acknowledges that the Shares have not, and will not be, registered under the *US Securities Act of 1933* or the securities laws of any state or other jurisdictions in the United States, or in any other jurisdiction outside Australia or New Zealand and accordingly, the Shares may not be offered, sold or otherwise transferred except in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the

US Securities Act of 1933 and any other applicable securities laws;

(j) it is not a "designated person" or "designated entity" (or other like term) for the purpose of any domestic or international law or regulation implementing United Nations sanctions; and

(k) it authorises Archer to place its name on the register of members in respect of the Shares which are issued to the Eligible Shareholder under the SPP and agrees to be bound by the constitution of Archer.

7.2 Archer reserves the right and in certain circumstances may be required by the ASIC Instrument or other conditions, to read down, or reject, any application for Shares to the extent it considers that the application (whether alone or in conjunction with other applications) does not comply with these Terms and Conditions or any statute, law, regulation, statutory instrument or the ASX Listing Rules.

8. Acceptance

8.1 Eligible Shareholders who wish to apply for Shares must either:

(a) make a payment for the appropriate amount via BPAY® in accordance with the instructions on the Application Form or so that it is received prior to the Closing Date; or

(b) if you are an Eligible Shareholder with a registered address in New Zealand and cannot make your payment via BPAY®, you can make a payment for the appropriate amount via EFT.

8.2 Payment may only be made via BPAY® or EFT in accordance with the instructions contained in the Application Form. Archer will not accept payment by cash, cheque, bank draft or money order.

8.3 Applications will only be open for acceptance on and from Opening Date.

8.4 To be valid, payment via BPay® or EFT must be received by Archer before the Closing Date. Applications received after that time will not be accepted however, Archer reserves the right, but is not obligated, to accept applications for Shares that are received after the Closing Date.

8.5 An Application Form does not need to be returned if payment is made via BPAY® or EFT and such payment will deemed to constitute an application (and the Eligible Shareholder will be taken to make the acknowledgements, certifications and representations described in these Terms and Conditions).

8.6 Eligible Shareholders must use the unique Biller Code (in the case of BPAY®) and unique payment reference shown on the Eligible Shareholder's personalised Application Form as their payment reference / description when processing their BPAY® or EFT payment. Failure to do so may result in an Eligible Shareholder's funds not being allocated to their application and any Shares applied for subsequently not being issued.

8.7 Once an application is received, the application and associated payment under the SPP may not be withdrawn and the interest (if any) accruing on the application money will accrue and be payable to Archer. Receipts for payment will not be issued.

8.8 Archer will refund application monies received from ineligible shareholders, subject to compliance with its legal obligations.

9. Calculation and Issue of Shares

9.1 In the absence of scale back, and subject to an application not being read down, or rejected, due to an Eligible Shareholder's application exceeding the A$30,000 maximum limit provided for by the ASIC Instrument, the number of Shares to be issued will be calculated by dividing the application money received via BPAY® or EFT by the SPP Price, then rounding up to the nearest whole Share.

9.2 Shares issued under the SPP will rank equally in all respects with existing Shares on the date of issue.

9.3 Archer will apply for all Shares issued under the SPP to be listed for quotation on the ASX.

10. Scale Back

10.1 Archer is targeting to raise up to A$3million under the SPP, however Archer reserves absolute discretion regarding the final amount raised under the SPP.

10.2 If total demand for the SPP exceeds the above amount, Archer reserves the right to close the SPP early and/or scale back applications (or to increase the amount raised) in its absolute and sole discretion (subject to the maximum amount permitted under the ASX Listing Rules). If Archer scales back applications, Eligible Shareholders may receive less than the number of Shares applied for. If a scale back produces a fractional number of Shares when applied to an applicant's parcel, the number of Shares to be allotted will be rounded up to the nearest whole number of Shares.

10.3 If there is a scale back, the number of Shares issued will be calculated by dividing the value of the parcel of Shares allocated to the Eligible Shareholder by the SPP Price.

10.4 When determining the amount (if any) by which to scale back an application, Archer may take into account a number of factors, including any 'gaming' by Eligible Shareholders, the size of an applicant's shareholding, the extent to which Eligible Shareholders have sold or bought additional Shares after the Record Date and the date an application was made. Subject to the above, Archer will endeavour to apply any scale-back on the basis of Eligible Shareholders shareholding on the Closing Date.

10.5 If Archer undertakes a scale back, Eligible Shareholders will receive the number of Shares determined by Archer in its absolute discretion which may be less than the parcel of Shares which was applied for. In this case, the difference between the application money received and the number of Shares allocated to the Eligible Shareholder multiplied by the SPP Price, may be refunded via direct credit or cheque, in Australian currency, as soon as practicable without interest.

10.6 Notwithstanding any other Terms and Conditions of this SPP, any difference less than A$5.00 due to scaling or rounding will be retained by Archer and not refunded.

11. Underwriting

The SPP is not underwritten.

12. Price risk

12.1 The price of Shares on the ASX may rise or fall between the date of the SPP, the date of acceptance under SPP and the date when Shares are issued to under the SPP. This means that the price Eligible Shareholders may pay per Share pursuant to this SPP may be either higher or lower than Archer's share price at the time of the offer or at the time the Shares are issued under the SPP.

12.2 Neither Archer, its Related Bodies Corporate, its affiliates nor their respective directors, officers, partners, employees, representatives, agents, consultants or advisers guarantees the performance of Archer.

13. ASIC and FMCA

13.1 This offer of Shares under the SPP is made in accordance with the requirements of the ASIC Instrument. The ASIC Instrument grants relief from the requirement to prepare a prospectus for the offer of Shares under the SPP.

13.2 The Shares offered pursuant to the SPP are being offered in reliance on the *Financial Markets Conduct (Incidental Offers) Exemption Notice 2021*, which grants relief from the requirement to prepare a disclosure document for the SPP by an overseas listed entity to existing shareholders as at Record Date, subject to certain terms and conditions.

13.3 Archer will not issue any Shares to an applicant if those Shares, either alone or in conjunction with the issue of Shares under any other application, would contravene the ASIC Instrument, the *Financial Markets Conduct (Incidental Offers) Exemption Notice 2021*, the Corporations Act or the ASX Listing Rules.

14. General

14.1 No brokerage, commissions or other transaction costs will be payable by Eligible Shareholders in respect of the application for, and issue of Shares under, the SPP.

14.2 Eligible Shareholders should confirm their holding before trading in any Shares that they believe have been allotted to them under the SPP.

14.3 No cooling-off regime applies in relation to the acquisition of Shares under the SPP. You cannot withdraw an application for Shares once it has been submitted.

14.4 Archer may determine, in any manner it thinks fit, any disputes or anomalies which arise in connection with or by reason of the operation of the SPP, whether generally or in relation to any Eligible Shareholder or application for Shares. The decision of Archer will be conclusive and binding on all persons to whom the determination relates.

14.5 Archer reserves the right to waive compliance with any provision of these Terms and Conditions, to amend or vary these Terms and Conditions and to suspend or terminate the SPP at any time.

14.6 Any amendment, variation, suspension or termination will be binding on all Eligible Shareholders even where Eligible Shareholders are not notified of that event.

14.7 If an Application Form is incomplete, contains errors or is otherwise invalid or defective, Archer may, in its sole discretion, accept, reject, correct or amend the application, issue such number of Shares to the applicant shareholder as it considers appropriate, refund the application money, or take any combination of these actions. Any refund will be paid to the applicant shareholder shortly after the close of the SPP. Archer's rights and discretions under the SPP may be exercised by Archer's directors or their delegates. To the extent permitted by any applicable law, Archer is not liable for any exercise of its discretions under the SPP.

14.8 Please contact the Company Secretary at jvanderhoek@hlbsa.com.au for Archer's privacy policy and visit https://www.computershare.com/au/privacy-policies for a copy of the Share Registry's privacy policy.

14.9 These Terms and Conditions and the offer made under this SPP are governed by the law of South Australia, Australia. By accepting the offer, Eligible Shareholders submit to the non-exclusive jurisdiction of the courts of South Australia, Australia.

14.10 The terms and conditions of the SPP prevail to the extent of any inconsistency with the Application Form.

15. Independent financial and taxation advice

15.1 The offer under this SPP is not a recommendation to purchase Shares or a recommendation that the Shares are suitable for Eligible Shareholders and has been prepared without taking into account Eligible Shareholders' investment objectives, financial situation or particular needs.

15.2 Neither Archer, its Related Bodies Corporate nor any of their respective directors, officers, employees, agents and advisers makes any representations or warranties about, and accepts no responsibility for, the liability of Eligible Shareholders to pay tax in respect of any issue of Shares, payment or other transaction under the SPP.

15.3 Archer recommends that Eligible Shareholders seek independent financial, tax, legal and other professional advice before participating in the SPP.

16. Glossary

In these Terms and Conditions:

A$ means Australian dollars.

Application Form means a personalised application form relating to the SPP which has been provided to Eligible Shareholders on the Company's offer website: www.computersharecas.com.au/axespp This includes a deemed application form where a valid payment is made via BPAY® or EFT in Australian dollars.

Archer means Archer Materials Limited ACN 123 993 233

ASIC means Australian Securities and Investments Commission.

ASIC Instrument means *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547*.

ASX means ASX Limited ACN 008 624 691 or the market operated by it (as the context requires).

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

Closing Date means 5:00pm (Sydney time) on the date specified in Section 4, unless extended, withdrawn or closed early by Archer.

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

Custodian has the meaning given to that term in the ASIC Instrument.

Custodian Certificate means the certificate that must be submitted by a Custodian together with that Custodian's application form.

EFT means Electronic Funds Transfer.

Eligible Shareholders has the meaning given to that term in Section 2.1.

Opening Date means the date specified in Section 4.

Record Date means 7:00pm (Sydney time) on the date specified in Section 4.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Share Registry means Computershare Investor Services Pty Limited ACN 078 279 277.

Shareholder means a holder of a Share.