Peako Limited
ACN 131 843 868

Notice of Extraordinary General Meeting

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

Time and date:	**10:30am (AEST) on Monday, 17 August 2026**
Virtually:	**via Zoom**

The Notice of extraordinary general meeting should be read in its entirety. If Shareholders are in doubt as to how to vote, they should seek advice from their suitably qualified Adviser prior to voting.

Should you wish to discuss any matter, please do not hesitate to contact the Company by telephone on 03 8630 3321

Shareholders are urged to vote by lodging the Proxy Form

Peako Limited
ACN 131 843 868
(Company)

Notice of Extraordinary General Meeting

Notice is hereby given that an extraordinary general meeting of Shareholders of Peako Limited (**Company**) will be held virtually on Monday, 17 August 2026 at 10:30am (AEST) (**Meeting**).

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

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on Saturday, 15 August 2026 at 10:30am (AEST).

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

Agenda

1 Resolutions

Resolution 1 – Approval to issue Consideration 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 200,000,000 Consideration Shares to the Vendor Parent (or its nominee/s) as partial consideration for the Acquisition, on the terms and conditions set out in the Explanatory Memorandum.'

Resolution 2 – Approval to issue Consideration Performance Rights

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

'That pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 954,666,666 Consideration Performance Rights to the Vendor Parent (or its nominee/s) as partial consideration for the Acquisition, on the terms and conditions set out in the Explanatory Memorandum.'

Resolution 3 – 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, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 218,750,000 Tranche 1 Placement Shares issued under Listing Rule 7.1, on the terms and conditions in the Explanatory Memorandum.'

Resolution 4 – 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 993,750,000 Tranche 2 Placement Shares, on the terms and conditions in the Explanatory Memorandum.'

Resolution 5 – 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 81,250,000 Director Placement Shares to the following Directors and proposed Director (or their respective nominees) as follows:

(a) up to 37,500,000 Director Placement Shares to Gernot Abl;

(b) up to 6,250,000 Director Placement Shares to Louis Bucci; and

(c) up to 37,500,000 Director Placement Shares to Marcus Harden,

on the terms and conditions in the Explanatory Memorandum.'

Resolution 6 – Approval to issue Incentive Performance Rights

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

'That, pursuant to and in accordance with Listing Rule 10.11, section 208 of the Corporations Act and for all other purposes, Shareholders approve the issue of up to 80,000,000 Incentive Performance Rights to Gernot Abl (or his nominee) on the terms and conditions in the Explanatory Memorandum.'

Resolution 7 – Approval to issue NED Performance Rights

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

'That, pursuant to and in accordance with Listing Rule 10.11, section 208 of the Corporations Act and for all other purposes, Shareholders approve the issue of up to 39,000,000 NED Performance Rights to Marcus Harden (or his nominee) on the terms and conditions in the Explanatory Memorandum.'

Resolution 8– Approval to issue Incentive Options

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, section 208 of the Corporations Act and for all other purposes, Shareholders approve the issue of up to 30,000,000 Incentive Options to the following Directors (or their respective nominees) as follows:

(a) up to 10,000,000 Incentive Options to Louis Bucci;

(b) up to 10,000,000 Incentive Options to Raewyn Clark; and

(c) up to 10,000,000 Incentive Options to Paul Kitto;

on the terms and conditions in the Explanatory Memorandum.'

Resolution 9 – Approval to issue Strategic Adviser Performance Rights

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

'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of up to 100,000,000 Strategic Adviser Performance Rights to the Strategic Adviser (or its 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 the Vendor Parent (or its nominees), and any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of the Consideration Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates;

(b) **Resolution 2:** by or on behalf of the Vendor Parent (or its nominees), and any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of the Consideration Performance Rights (except a benefit solely by reason of being a Shareholder), or any of their respective associates;

(c) **Resolution 3**: by or on behalf of any person who participated in the issue of the Tranche 1 Placement Shares, or any of their respective associates;

(d) **Resolution 4**: 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;

(e) **Resolution 5(a)**: by or on behalf of Gernot Abl (or his nominees), 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;

(f) **Resolution 5(b)**: by or on behalf of Louis Bucci (or his nominees), 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;

(g) **Resolution 5(c):** by or on behalf of Marcus Harden (or his nominees), 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;

(h) **Resolution 6**: by or on behalf of Gernot Abl (or his nominees), and any other person who will obtain a material benefit as a result of the proposed issue of these Incentive Performance Rights (except a benefit solely by reason of being a Shareholder), or any of their respective associates;

(i) **Resolution 7**: by or on behalf of Marcus Harden (or his nominees), and any other person who will obtain a material benefit as a result of the proposed issue of these NED Performance Rights (except a benefit solely by reason of being a Shareholder), or any of their respective associates;

(j) **Resolution 8(a)**: by or on behalf of Louis Bucci (or his nominees), and any other person who will obtain a material benefit as a result of the proposed issue of these Incentive Options (except a benefit solely by reason of being a Shareholder), or any of their respective associates;

(k) **Resolution 8(b):** by or on behalf of Raewyn Clark (or her nominees), and any other person who will obtain a material benefit as a result of the proposed issue of these Incentive Options

(l) **Resolution 8(c)**: by or on behalf of Paul Kitto (or his nominees), and any other person who will obtain a material benefit as a result of the proposed issue of these Incentive Options (except a benefit solely by reason of being a Shareholder), or any of their respective associates; and

(m) **Resolution 9**: by or on behalf of the Strategic Adviser (or its nominees), and any other person who will obtain a material benefit as a result of the proposed issue of the Strategic Adviser Performance Rights (except a benefit solely by reason of being a Shareholder), 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 on the Resolution, 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 on the Resolution, 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 exclusions

Resolution 6, Resolution 7, and **Resolution 8(a) - (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 these Resolutions if:

(d) the proxy is either a member of the Key Management Personnel or a Closely Related Party of such member; and

(e) the appointment does not specify the way the proxy is to vote on the Resolution.

However, the above prohibition does not apply if:

(a) the proxy is the Chair; and

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

Further, in accordance with section 224 of the Corporations Act, a vote on **Resolution 6, Resolution 7**, and **Resolution 8(a) - (c)** (inclusive) must not be cast (in any capacity) by or on behalf of a related party of the Company to whom the relevant Resolution would permit a financial benefit to be given, or an associate of such a related party.

However, the above prohibition does not apply if:

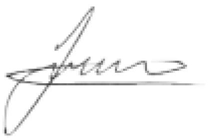
(a) it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on the relevant Resolution; and

(b) it is not cast on behalf of a related party of the Company to whom the relevant Resolution would permit a financial benefit to be given, or an associate of such a related party.

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

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

BY ORDER OF THE BOARD



Justin Mouchacca
Company Secretary
Peako Limited

Dated: 15 July 2026

Peako Limited
ACN 131 843 868
(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 virtually on Monday, 17 August 2026 at 10:30am (AEST).

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

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

Section 2	Action to be taken by Shareholders
Section 3	Background to Resolutions
Section 4	Resolution 1 – Approval to issue Consideration Shares
Section 5	Resolution 2 – Approval to issue Consideration Performance Rights
Section 6	Resolution 3 – Ratification of issue of Tranche 1 Placement Shares
Section 7	Resolution 4 – Approval to issue Tranche 2 Placement Shares
Section 8	Resolution 5(a) - (c) – Approval to issue Director Placement Shares
Section 9	Resolution 6, Resolution 7 and Resolution 8(a) - (c) - Approval to issue Director Incentive Securities
Section 10	Resolution 9 – Approval to issue Strategic Adviser Performance Rights
Schedule 1	Definitions
Schedule 2	Terms and conditions of the Consideration Performance Rights
Schedule 3	Terms and conditions of the Incentive and Strategic Adviser Performance Rights
Schedule 5	Terms and conditions of Incentive Options
Schedule 6	Valuation of Incentive Performance Rights
Schedule 8	Valuation of Incentive Options

2. Action to be taken by Shareholders

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

2.1 No voting in person

Shareholders will not be entitled to physically attend the Meeting. Please refer to the information below on how Shareholders can participate in the Meeting.

2.2 Attending the Meeting virtually

Shareholders will be able to attend the Meeting via Zoom using their web browser or internet enabled device. Shareholders who wish to participate in the virtual Meeting should contact the Company Secretary at justin@jmcorp.com.au prior to 10:30am (AEST) on Saturday, 15 August 2026, at which point the Company will email you the meeting link and details required to join the Meeting.

Shareholders who have received the meeting link from the Company Secretary will be able to join the Meeting from 30 minutes prior to the commencement of the Meeting.

The Meeting will be virtually accessible to all Shareholders, and will allow Shareholders, as a whole, a reasonable opportunity to participate without being physically present at the Meeting.

The technology used to hold the Meeting will be reasonable and, Shareholders entitled to attend and vote at the Meeting, will be able to:

(a) view the Meeting live;

(b) exercise a right, orally and in writing, to ask questions and make comments; and

(c) cast votes in real time on a poll during the Meeting.

2.3 Voting at the Meeting

Shareholders must contact the Company Secretary at justin@jmcorp.com.au prior to 10:30am (AEST) on Saturday, 15 August 2026 if they wish to participate in the virtual Meeting and vote live on a poll at the virtual Meeting. The Company will then email you a personalised poll form for the purpose of voting on a poll at the virtual Meeting. The personalised poll form must be completed and returned to the Company after the poll has been called during the Meeting and prior to the close of polling. Polling will close one hour following the close of the Meeting. During the Meeting, the Chair will notify you when and how you are able to complete and return the personalised poll form.

2.4 Voting by proxy

Shareholders are encouraged to vote by completing a Proxy Form. Lodgement of a Proxy Form will not preclude a Shareholder from participating and voting on a live poll at the virtual Meeting. The Directors instruct all Shareholders who would like to have their vote counted to either:

(a) vote by lodging a Proxy Form prior to prior to 10:30am (AEST) on Saturday, 15 August 2026 (**Proxy Cut-Off Time**) (recommended). Shareholders are strongly urged to vote by lodging a Proxy Form prior to the Meeting and to appoint the Chair as their proxy; or

(b) contact the Company Secretary at **justin@jmcorp.com.au** prior to the Proxy Cut-Off Time if they wish to participate in the virtual Meeting and vote live on a poll at the virtual Meeting, at which point the Company will email you a personalised poll form for the purpose of voting on a poll at the virtual Meeting. The personalised poll form must be completed and returned to the Company after the poll has been called during the Meeting and prior to the close of polling. Polling will close one hour following the close of the Meeting. During the Meeting, the Chair will notify you when and how you are able to complete and return the personalised poll form.

Proxy Forms can be lodged:

Online: https://portal.automic.com.au/investor/home

By mail: Automic, GPO Box 5193, Sydney NSW 2001

In-person: Automic, Level 5, 126 Phillip Street, Sydney NSW 2000

By fax: +61 2 8583 3040

By mobile: Scan the QR Code on your Proxy Form and follow the prompts

By email: meetings@automicgroup.com.au

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

Please note that:

(c) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;

(d) a proxy need not be a member of the Company; and

(e) 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 available 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:

(e) 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;

(f) the appointed proxy is not the chair of the meeting;

(g) at the meeting, a poll is duly demanded, or is otherwise required under section 250JA on the resolution; and

(h) 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 the Proxy Cut-Off Time, being 10:30am (AEST) on Saturday, 15 August 2026, being not later than 48 hours before the commencement of the Meeting.

2.5 Chair's voting intentions

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

Subject to the following paragraph, if the Chair is your proxy, either by appointment or by default, and you have not indicated your voting intention, you expressly authorise the Chair to exercise the proxy in respect of Resolution 6, Resolution 7 and Resolution 8(a) - (c) (inclusive) even though these Resolutions are connected directly or indirectly with the remuneration of the Company's Key Management Personnel.

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

2.6 Submitting questions

Shareholders may submit questions in advance of the Meeting to the Company. Questions must be submitted by emailing the Company Secretary at **justin@jmcorp.com.au** at least 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. Background to Resolutions

3.1 Proposed Acquisition

On 10 June 2026 the Company announced the proposed acquisition of a 100% interest in a portfolio of gold exploration projects covering 862km² across six projects in the Kingdom of Saudi Arabia (**Acquisition**).

The Company has entered into a binding asset sale and purchase agreement with DesertEx Pty Ltd (ACN 678 372 266) (**Vendor Parent**), and Desert Ex (ديزر إكس) (a Company incorporated in Saudi Arabia with a company number 705 037 6552) (**Vendor**), pursuant to which the Company will acquire 10 exploration licences located in the central Arabian gold region in the Kingdom of Saudi Arabia (**KSA Project**), subject to the satisfaction of various conditions precedent (**Asset Sale Agreement**).

On completion of the Asset Sale Agreement, the Company will acquire all of the Vendor's rights, title and interest in the exploration licences comprising the KSA Project and associated mining information.

The key terms of the Asset Sale Agreement are summarised below:

(a) (**Consideration**): The consideration comprises:

(i) a cash payment of $100,000 to the Vendor Parent;

(ii) 200,000,000 Shares to be issued to the Vendor Parent (**Consideration Shares**);

(iii) 954,666,666 performance rights to be issued to the Vendor Parent (**Consideration Performance Rights**); and

(iv) the grant of a 1% net smelter royalty on all minerals extracted from the KSA Project.

(b) (**Conditions Precedent**): Completion is subject to the satisfaction or waiver of various conditions precedent, including:

(i) the Company being satisfied with the outcome of its due diligence investigations;

(ii) the Company completing the Placement to fund the Acquisition and the exploration programme;

(iii) the Company obtaining shareholder approval under Listing Rule 7.1 to issue the Consideration Shares and Consideration Performance Rights;

(iv) each party to be issued Consideration Shares entering into a voluntary escrow deed with the Company; and

(v) the Company, Vendor, and Vendor Parties agreeing to the terms of a royalty deed.

Any party may elect to terminate the Asset Purchase Agreement by giving written notice if the Conditions Precedent are not satisfied or waived by the date falling 6 months from the date of execution of the Asset Sale Agreement.

(c) (**Nominee Director**): In connection with the Acquisition, Mr Marcus Harden (as nominee for the Vendor) will be appointed to the Board as a Non-Executive Director.

(d) (**Legal transfer**): In accordance with Saudi Arabia mining legislation, legal title to the exploration licences comprising the KSA Project may only be transferred to the Company (or its local nominee) 12 months after the date of grant of the exploration licenses comprising the KSA Project. The Company will acquire beneficial ownership of the KSA Project on completion of the Acquisition pursuant to the Asset Sale Agreement. The Company's ownerships rights during the period from when it acquires beneficial ownership until it acquires legal title, including exercise of economic and operational control in respect of the exploration licences, are provided by its binding contractual arrangements with the Vendor parties.

3.2 Placement

On 10 June 2026, in connection with the Acquisition, the Company announced that it had received firm commitments for a capital raising of up to $5.17 million (before costs) via the issue of 1,293,750,000 Shares with an issue price of $0.004 per Share (**Placement**).

The Placement is comprised of the following:

(a) 218,750,000 Shares (**Tranche 1 Placement Shares**) which were issued on 19 June 2026 pursuant to the Company's existing placement capacity under Listing Rule 7.1;

(b) the issue of 993,750,000 Shares (**Tranche 2 Placement Shares**), subject to shareholder approval pursuant to Listing Rule 7.1; and

(c) the proposed issue of up to 81,250,000 Shares (**Director Placement Shares**) subject to Shareholder approval pursuant to Listing Rule 10.11.

The Placement was led by the Company and fees of up to 5% of the capital raising will be paid to some participating brokers.

4. Resolution 1 – Approval to issue Consideration Shares

4.1 General

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

Pursuant to the Asset Sale Agreement, the Company has agreed to issue 200,000,000 Consideration Shares to the Vendor Parent (or its nominees) as partial consideration for the Acquisition.

Resolution 1 seeks the approval of Shareholders pursuant to Listing Rule 7.1 for the issue of the Consideration Shares.

4.2 Listing Rule 7.1

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

Listing Rule 7.2 exception 17 applies as the issue of the Consideration Shares is subject to Shareholder approval under 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 the Company will be able to proceed with the issue of the Consideration Shares and proceed with the Acquisition in satisfaction of the condition precedent in Section 3.1(b)(iii) above.

If Resolution 1 is not passed, the Company will not be able to proceed with the issue of the Consideration Shares and will not be able to complete the Acquisition.

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 Consideration Shares:

(a) The Consideration Shares will be issued to the Vendor Parent (or its nominees), who is not a related party of the Company or Material Investor.

(b) A maximum of 200,000,000 Consideration Shares will be issued.

(c) The Consideration Shares will be 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 Consideration Shares will be issued no later than 3 months after the date of the Meeting.

(e) The Consideration Shares will be issued for nil cash consideration, as partial consideration for the Acquisition. Accordingly, no funds will be raised from the issue.

(f) A summary of the material terms of the Asset Sale Agreement is set out in Section 3.1 above.

(g) A voting exclusion statement is included in the Notice.

4.4 Additional information

Resolution 1 is an ordinary resolution.

The Board recommends Shareholders vote in favour of Resolution 1.

5. Resolution 2 – Approval to issue Consideration Performance Rights

5.1 General

The background to the Acquisition, including the proposed issue of the Consideration Performance Rights, is set out in Section 3.1 above.

Pursuant to the Asset Sale Agreement, the Company has agreed to issue 954,666,666 Consideration Performance Rights to the Vendor Parent (or its nominees) as partial consideration for the Acquisition.

The Consideration Performance Rights are subject to the following vesting conditions and are otherwise subject to the terms and conditions set out in Schedule 2.

Tranche	Number of Performance Rights	Vesting Condition	Expiry Date
1	196,000,000	The Company announcing to ASX the completion of at least 10,000m of drilling at the KSA Project.	5 years from the date of issue
2	379,333,333	The Company announcing to the ASX a Global Mineral Resource Estimate reported in accordance with the JORC Code at the KSA Project of not less than 1 million ounces of Au at a minimum grade of 1.0g/t Au (which may comprise the aggregate of two or more separate Mineral Resource Estimates across any or all of the exploration licences comprising the KSA Project).	5 years from the date of issue
3	379,333,333	The Company announcing to ASX a Global Mineral Resource Estimate reported in accordance with the JORC Code at the KSA Project of not less than 2 million ounces of Au at a minimum grade of 1.0 g/t Au (which may comprise the aggregate of two or more separate Mineral Resource Estimates across any or all of the exploration licences comprising the KSA Project).	5 years from the date of issue

Resolution 2 seeks the approval of Shareholders pursuant to Listing Rule 7.1 for the issue of the Consideration Performance Rights.

5.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out Section 4.2 above.

Listing Rule 7.2 exception 17 applies as the issue of the Consideration Performance Rights is subject to Shareholder approval under Listing Rule 7.1.

The effect of Shareholders passing Resolution 2 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 2 is passed, the Company will be able to proceed with the issue of the Consideration Performance Rights in satisfaction of the condition precedent in Section 3.1(b)(iii) above.

If Resolution 2 is not passed, the Company will not be able to proceed with the issue of the Consideration Performance Rights and will not be able to complete the Acquisition.

5.3 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 Consideration Performance Rights:

(a) The Consideration Performance Rights will be issued to the Vendor Parent (or its nominees), who is not a related party of the Company or Material Investor.

(b) A maximum of 954,666,666 Consideration Performance Rights will be issued.

(c) The Consideration Performance Rights are subject to the terms and conditions set out in Schedule 2.

(d) The Consideration Performance Rights will be issued no later than 3 months after the date of the Meeting.

(e) The Consideration Performance Rights will be issued for nil cash consideration, as partial consideration for the Acquisition. Accordingly, no funds will be raised from the issue.

(f) A summary of the material terms of the Asset Sale Agreement is set out in Section 3.1 above.

(g) A voting exclusions statement is included in the Notice.

5.4 Additional information

Resolution 2 is an ordinary resolution.

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

6. Resolution 3 – Ratification of issue of Tranche 1 Placement Shares

6.1 General

The background to the Placement, including the issue of the Tranche 1 Placement Shares, is set out in Section 3.2 above.

Resolution 3 seeks the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Tranche 1 Placement Shares.

6.2 Listing Rules 7.1 and 7.4

A summary of Listing Rule 7.1 is set out Section 4.2 above.

The issue of the Tranche 1 Placement Shares does not fit within any of the exceptions to Listing Rules 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 date of 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 after it has been made or agreed to be 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 3 will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% placement capacity set out in Listing Rules 7.1, without the requirement to obtain prior Shareholder approval.

If Resolution 3 is passed, 218,750,000 Tranche 1 Placement Shares will be excluded in calculating the Company's 15% limit under Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue or agree to issue without Shareholder approval over the 12-month period following the issue date.

If Resolution 3 is not passed, 218,750,000 Tranche 1 Placement Shares will continue to be included in calculating 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 218,750,000 Equity Securities for the 12-month period following the issue of those Tranche 1 Placement Shares.

The Company confirms that Listing Rule 7.1 was not breached at the time of issue of the Tranche 1 Placement Shares.

6.3 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 a range of new and existing professional and sophisticated investors (**Tranche 1 Placement Participants**), none of whom are a related party or a Material Investor of the Company. The Tranche 1 Placement Participants were identified through a bookbuild process, which involved the Company seeking expressions of interest to participate in the Placement from new and existing contacts of the Company and clients of participating brokers.

(b) A total of 218,750,000 Tranche 1 Placement Shares were issued 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 19 June 2026.

(e) The Tranche 1 Placement Shares were issued at an issue price of $0.004 each.

(f) The purpose of the issue of the Tranche 1 Placement Shares was to raise $875,000 (before costs) towards the Placement. The proceeds from the Placement have been and are intended to be applied towards:

  (i) the cost of the Acquisition;

  (ii) advancing exploration activities at the KSA Project;

  (iii) exploration at the Company's existing Australian projects; and

(iv) general working capital purposes.

(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.

6.4 Additional information

Resolution 3 is an ordinary resolution.

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

7. Resolution 4 – Approval to issue Tranche 2 Placement Shares

7.1 General

The background to the Placement, including the proposed issue of the Tranche 2 Placement Shares, is set out in Section 3.2 above.

Resolution 4 seeks the approval of Shareholders pursuant to Listing Rule 7.1 for the issue of the Tranche 2 Placement Shares.

7.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out Section 4.2 above.

The proposed issue of the Tranche 2 Placement Shares does not fit within any of the exceptions to Listing Rule 7.1. It therefore requires the approval of Shareholders under Listing Rule 7.1.

The effect of Shareholders passing Resolution 4 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 4 is passed, the Company will be able to proceed with the issue of up to 993,750,000 Tranche 2 Placement Shares and raise up to $3,975,000 (before costs), in satisfaction of the condition precedent in Section 3.1(b)(ii) above in connection with the Acquisition.

If Resolution 4 is not passed, the Company will not be able to proceed with the issue of up to 993,750,000 Tranche 2 Placement Shares and will not be able to complete the Acquisition.

7.3 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 a range of new and existing professional and sophisticated investors (**Tranche 2 Placement Participants**), none of whom are a related party or a Material Investor of the Company. The Tranche 2 Placement Participants were identified through a bookbuild process, which involved the Company seeking expressions of interest to participate in the Placement from new and existing contacts of the Company and clients of participating brokers.

(b) A maximum of 993,750,000 Tranche 2 Placement Shares will be issued.

(c) The Tranche 2 Placement Shares will be 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 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 an issue price of $0.004 each, being the same price at which the Tranche 1 Placement Shares were issued.

(f) The purpose of the proposed issue of the Tranche 2 Placement Shares is to raise up to $3,975,000 (before costs) in connection with the Placement. A summary of the intended use of funds raised from the Placement is set out in Section 6.3(f) above.

(g) There are no other material terms to the agreement for the issue of the Tranche 2 Placement Shares.

(h) A voting exclusion statement is included in this Notice.

7.4 Additional information

Resolution 4 is an ordinary resolution.

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

8. Resolution 5(a) - (c) – Approval to issue Director Placement Shares

8.1 General

The background to the Placement, including the proposed issue of Director Placement Shares, is set out in Section 3.2 above.

Subject to the receipt of Shareholder approval, Gernot Abl, Louis Bucci and Marcus Harden (together, the **Participating Directors**) wish to participate in the Placement up to an aggregate of 81,250,000 Director Placement Shares to raise $325,000 (before costs) in the following proportions:

Director	Amount committed to the Placement ($)	Director Placement Shares
Gernot Abl *(Non-Executive Chairman)*	$150,000	37,500,000
Louis Bucci *(Non-Executive Director)*	$25,000	6,250,000
Marcus Harden *(Proposed Non-Executive Director)*	$150,000	37,500,000
TOTAL	**$325,000**	**81,250,000**

Resolution 5(a) - (c) (inclusive) seeks the approval of Shareholders pursuant to Listing Rule 10.11 for the issue of the Director Placement Shares to the Participating Directors (or their respective nominees).

8.2 Listing Rule 10.11

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

(a) a related party (Listing Rule 10.11.1);

(b) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial holder (30%+) in the company (Listing Rule 10.11.2);

(c) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial holder (10%+) in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so (Listing Rule 10.11.3);

(d) an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3 (Listing Rule 10.11.4); or

(e) a person whose relationship with the company or a person referred to in Listing Rules 10.11.1 or 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders (Listing Rule 10.11.5).

The Participating Directors are related parties of the Company by virtue of being current Directors (Messrs Abl and Bucci) and proposed Director (Mr Harden) of the Company 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 these Director Placement Shares to the relevant Directors (or their respective nominees) will not be included in the Company's 15% placement capacity pursuant to Listing Rule 7.1.

The effect of Shareholders passing Resolution 5(a) - (c) (inclusive) will be to allow the Company to issue the Director Placement Shares to the Participating Directors (or their respective nominees), raising $325,000 (before costs).

If Resolution 5(a) - (c) (inclusive) are not passed, the Company will not be able to proceed with the issue of the Director Placement Shares to the Directors (or their respective nominees) and the Company will not receive the $325,000 (before costs) committed by the Directors.

If Resolution 5(a) - (c) (inclusive) are not conditional on each other, and Shareholders may approve one or all of these Resolutions.

8.3 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 the Participating Directors (or their respective nominees), in the proportions set out in Section 8.1.

(b) The Participating Directors fall into the category stipulated by Listing Rule 10.11.1 by virtue of being current Directors (Messrs Abl and Bucci) and proposed Director (Mr Harden) of the Company. In the event the Director Placement Shares are issued to a nominee of the Directors, that nominee will fall into the category stipulated by Listing Rule 10.11.4.

(c) A maximum of 81,250,000 Director Placement Shares will be issued to the Participating Directors (or their respective nominees), in the proportions set out in Section 8.1.

(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 1 month after the date of the Meeting.

(f) The Director Placement Shares will be issued at a price of $0.004 each, being the same as those Tranche 1 and Tranche 2 Placement Shares issued to unrelated party participants in the Placement.

(g) The purpose of the proposed issue of the Director Placement Shares is to raise up to $325,000 (before costs) in connection with the Placement. A summary of the intended use of funds raised from the Placement is set out in Section 6.3(f) above.

(h) The proposed issue of the Director Placement Shares is not intended to remunerate or incentivise the Participating Directors.

(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.

8.4 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 Director Placement Shares constitutes giving a financial benefit to related parties of the Company.

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

8.5 Additional information

Resolution 5(a) - (c) (inclusive) are each separate ordinary resolutions.

The Board (with Messrs Abl and Bucci abstaining) recommend that Shareholders vote in favour of Resolution 5(a) - (c) (inclusive).

9. Resolution 6, Resolution 7 and Resolution 8(a) - (c) - Approval to issue Director Incentive Securities

9.1 General

The Company is proposing, subject to obtaining Shareholder approval, to issue up to 80,000,000 Performance Rights (**Incentive Performance Rights**), 39,000,000 Performance Rights (**NED Performance Rights**) and 30,000,000 Options (**Incentive Options**) (together, the **Director Incentive Securities**) to the Directors and proposed Director (or their respective nominees) as follows:

Performance Rights		
Tranche	**Number of Incentive Performance Rights**	**Number of NED Performance Rights**
	Gernot Abl *(Chairman)*	Marcus Harden *(Non-Executive Director)*
1	16,000,000	13,000,000
2	16,000,000	13,000,000
3	16,000,000	13,000,000
4	16,000,000	N/A
5	16,000,000	N/A
Performance Rights Subtotal	**80,000,000**	**39,000,000**

Incentive Options			
Tranche	**Number of Incentive Options**		
	Louis Bucci *(Non-Executive Director)*	Raewyn Clark *(Non-Executive Director)*	Paul Kitto *(Non-Executive Director)*
1	10,000,000	10,000,000	10,000,000
Incentive Options Subtotal	**10,000,000**	**10,000,000**	**10,000,000**
Total Director Incentive Securities	**149,000,000**		

The Incentive Performance Rights, NED Performance Rights and Incentive Options will be subject to the terms and conditions in Schedule 3, Schedule 4 and Schedule 5, respectively.

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

Subject to the terms and conditions in Schedule 3, the Incentive Performance Rights to Mr Gernot Abl (or his nominees) (the subject of Resolution 6) will vest as follows:

Tranche	Vesting Condition	Expiry Date
1	The Company achieving a 20-Day VWAP of $0.009.	5 years from the date of issue
2	The Company achieving a 20-Day VWAP of $0.012.	5 years from the date of issue
3	The Company announcing to ASX the completion of at least 10,000m of drilling at its Projects.	5 years from the date of issue
4	The Company announcing to the ASX a Mineral Resource Estimate reported in accordance with the JORC Code at any of its Projects of 1 million ounces of Au at a minimum grade of 1.0g/t Au.	5 years from the date of issue
5	The Company announcing to ASX a Mineral Resource Estimate reported in accordance with the JORC Code at any of its Projects of 2 million ounces of Au at a minimum grade of 1.0 g/t Au.	5 years from the date of issue

Subject to the terms and conditions in Schedule 4, the NED Performance Rights to Mr Marcus Harden (or his nominees) (the subject of Resolution 7) will vest as follows:

Tranche	Vesting Condition	Expiry Date
1	The Company announcing to ASX the completion of at least 10,000m of drilling at the KSA Project.	5 years from the date of issue
2	The Company announcing to the ASX a Global Mineral Resource Estimate reported in accordance with the JORC Code at the KSA Project of not less than 1 million ounces of Au at a minimum grade of 1.0g/t Au (which may comprise the aggregate of two or more separate Mineral Resource Estimates across any or all of the exploration licences comprising the KSA Project).	5 years from the date of issue
3	The Company announcing to ASX a Global Mineral Resource Estimate reported in accordance with the JORC Code at the KSA Project of not less than 2 million ounces of Au at a minimum grade of 1.0 g/t Au (which may comprise the aggregate of two or more separate Mineral Resource Estimates across any or all	5 years from the date of issue

	of the exploration licences comprising the KSA Project).	

Subject to the terms and conditions in Schedule 5, the Incentive Options will be exercisable at $0.009 each and expire 3 years from the date of issue.

Resolution 6 seeks Shareholder approval pursuant to Listing Rule 10.11 for the issue of up to 80,000,000 Incentive Performance Rights to Mr Abl (or his nominees).

Resolution 7 seeks Shareholder approval pursuant to Listing Rule 10.11 for the issue of up to 39,000,000 NED Performance Rights to Mr Harden (or is nominees).

Resolution 8(a) – (c) (inclusive) seek Shareholder approval pursuant to Listing Rule 10.11 for the issue of up to 30,000,000 Incentive Options to Messrs Bucci, Clark and Kitto (or their respective nominees).

9.2 Listing Rule 10.11

A summary of Listing Rule 10.11 is set out in Section 8.2 above.

The Directors are related parties of the Company by virtue of being current Directors (Messrs Abl, Bucci, Clark and Kitto) and proposed Director (Mr Harden) of the Company 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.

The effect of Shareholders passing Resolution 6, Resolution 7 and Resolution 8(a) – (c) (inclusive) will be to allow the Company to issue the Director Incentive Securities to the Directors and proposed Director (or their respective nominees) as part of their remuneration package and in the proportions listed above.

If Resolution 6 and Resolution 7 are not passed, the Company will not be able to proceed with the issue of the Incentive Performance Rights and NED Performance Rights to Messrs Abl and Harden (or their respective nominees) (respectively) and the Company will need to consider other alternative commercial means to incentivise Messrs Abl and Harden, including by the payment of cash, subject to the requirements of the Constitution, Corporations Act and Listing Rules.

If Resolution 8(a) - (c) (inclusive) are not passed, the Company will not be able to proceed with the issue of the Incentive Options to Messrs Bucci, Clark and Kitto (or their respective nominees) and the Company will need to consider other alternative commercial means to incentivise Messrs Bucci, Clark and Kitto, including by the payment of cash, subject to the requirements of the Constitution, Corporations Act and Listing Rules.

Resolution 6, Resolution 7 and Resolution 8(a) - (c) (inclusive) are not inter-conditional and Shareholders may approve any or all of those Resolutions (in which case, the Director Incentive Securities, the subject of the relevant Resolution(s) will be issued), even though Shareholders have not approved all of these Resolutions.

9.3 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 Incentive Securities:

(a) The Director Incentive Securities will be issued to:

(i) Gernot Abl pursuant to Resolution 6;

(ii) Marcus Harden pursuant to Resolution 7;

(iii) Louis Bucci pursuant to Resolution 8(a);

(iv) Raewyn Clark pursuant to Resolution 8(b); and

(v) Paul Kitto pursuant to Resolution 8(c),

(or their respective nominees).

(b) Each of the Directors fall into the category stipulated by Listing Rule 10.11.1 by virtue of being current Directors (Messrs Abl, Bucci, Clark and Kitto) and proposed Director (Mr Harden) of the Company. In the event the Director Incentive Securities are issued to a nominee of a Director, that nominee will fall into the category stipulated by Listing Rule 10.11.4.

(c) A maximum number of 149,000,000 Director Incentive Securities, comprising:

(i) 80,000,000 Incentive Performance Rights;

(ii) 39,000,000 NED Performance Rights; and

(iii) 30,000,000 Incentive Options,

will be issued to the Directors and proposed Director (or their respective nominees) in the proportions set out in Section 9.1.

(d) The total remuneration package for each of the Directors for the financial year ended 30 June 2025 are set out below.

Director	Cash salary and fees ($)	Consulting fees ($)	Super-annuation ($)	Total ($)
Gernot Abl (Non-Executive Chairman)	68,984	Nil	7,933	76,917
Marcus Harden *(Proposed Non-Executive Director)*	N/A	N/A	N/A	N/A
Louis Bucci *(Non-Executive Director)*	45,561	90,905	Nil	136,466

Director	Cash salary and fees ($)	Consulting fees ($)	Super-annuation ($)	Total ($)
Raewyn Clark *(Non-Executive Director)*	44,000	18,480	Nil	62,480
Paul Kitto *(Non-Executive Director)*	50,600	Nil	Nil	50,600

(e) The Incentive Performance Rights will be subject to the terms and conditions in Schedule 3. The NED Performance Rights will be subject to the terms and conditions in Schedule 4.

(f) The Incentive Options will be exercisable at $0.009, expiring on the date that is 3 years from the date of issue and are otherwise subject to the terms and conditions in Schedule 5.

(g) A valuation of the Incentive Performance Rights, NED Performance Rights and Incentive Options is in Schedule 6, Resolution 7 and Schedule 8, respectively, with a summary for each of the Directors below.

Director	Valuation of Incentive Performance Rights	Valuation of NED Performance Rights	Valuation of Incentive Options
Gernot Abl (Non-Executive Chairman)	$465,600	-	-
Marcus Harden *(Proposed Non-Executive Director)*	-	$234,000	-
Louis Bucci (Non-Executive Director)	-	-	$28,100
Raewyn Clark (Non-Executive Director)	-	-	$28,100
Paul Kitto (Non-Executive Director)	-	-	$28,100

(h) The Director Incentive Securities will be issued to the Directors and proposed Director (or their respective nominees) as soon as possible following the Meeting and in any event no later than one month after the Meeting.

(i) The Company is issuing the Director Incentive Securities as a cost effective, non-cash measure of compensating the Directors and proposed Director. The Board considers that Performance Rights and Options, 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 Directors and proposed Director 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 Directors and proposed Director 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 (i.e. each Performance Right is a right to be issued one Share upon the satisfaction of the vesting conditions);

(iii) the Directors and proposed Director 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 Director Incentive Securities instead of cash is a prudent means of rewarding and incentivising the Directors and proposed Director whilst conserving the Company's available cash reserves.

(j) The Director Incentive Securities are being issued as an incentive component to the Directors' (and proposed Directors') remuneration packages. The Director Incentive Securities will be issued for nil cash consideration.

(k) There are no other material terms to the proposed issue of the Director Incentive Securities.

(l) A voting exclusion statement is included in the Notice.

9.4 Section 195 of the Corporations Act

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

All of the Directors have a personal interest in the outcome of each of their respective Resolutions under Resolution 6, Resolution 7 and Resolution 8(a) - (c) (inclusive) and have exercised their right under section 195(4) of the Corporations Act to put the issue of the Director Incentive Securities to the Shareholders to resolve.

9.5 Chapter 2E of the Corporations Act

A summary of Chapter 2E of the Corporations Act is set out in Section 8.4 above.

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

Given the personal interests of all the Directors in the outcome of Resolution 6, Resolution 7 and Resolution 8(a) - (c) (inclusive), the Board is seeking Shareholder approval pursuant to Chapter 2E of the Corporations Act in respect of the issue of the Director Incentive Securities.

9.6 Information required by Chapter 2E of the Corporations Act

Pursuant to and in accordance with section 219 of the Corporations Act, the following information is provided in relation to the proposed issue of the Director Incentive Securities:

(a) **Identity of the related parties to whom (inclusive) Resolution 6, Resolution 7 and Resolution 8(a) - (c) (inclusive) permit financial benefits to be given**

Refer to Section 9.1.

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

Resolution 6, Resolution 7 and Resolution 8(a) - (c) (inclusive) seek Shareholder approval to allow the Company to issue the Director Incentive Securities in the amount specified in Section 9.1 to the Directors (or their respective nominees).

The Incentive Performance Rights, NED Performance Rights and Incentive Options are to be issued in accordance with the terms and conditions as detailed in Schedule 3, Schedule 4 and Schedule 5, respectively.

The Shares to be issued upon conversion of the Director Incentive Securities will be fully paid ordinary Shares in the capital of the Company on the same terms and conditions as the Company's existing Shares and will rank equally in all respects with the Company's existing Shares. The Company will apply for official quotation of the Shares on ASX.

(c) **Board recommendations**

Given the personal interests of the Directors in the outcome of these Resolutions, the Board declines to make a recommendation to Shareholders in relation to Resolution 6, Resolution 7 and Resolution 8(a) - (c) (inclusive).

(d) **Valuation of financial benefit**

Refer to Section 9.3(g), Schedule 6, Schedule 7 and Schedule 8.

(e) **Remuneration of Directors**

Refer to Section 9.3(d).

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

As at the date of this Notice, the Directors and proposed Director hold the following relevant interests in Equity Securities of the Company:

Director	Shares	Performance Rights	Options
Gernot Abl *(Non-Executive Chairman)*	33,333,334	Nil	16,666,666
Marcus Harden *(Proposed Non-Executive Director)*	Nil	Nil	Nil
Louis Bucci (*Non-Executive Director)*	Nil	Nil	Nil

Raewyn Clark *(Non-Executive Director)*	1,120,000	Nil	224,000
Paul Kitto *(Non-Executive Director)*	7,786,663	Nil	3,613,332

Assuming that each of the resolutions which form part of Resolution 6, Resolution 7 and Resolution 8(a) - (c) (inclusive) are approved by Shareholders, all of the Director Incentive Securities are issued, vested and exercised into Shares, and no other Equity Securities are issued or exercised (including any existing convertible Securities held by the Directors and proposed Director as at the date of this Notice), the interests of each of the Directors and proposed Director in the Company would (based on 1,706,491,960 Shares on issue as at the date of this Notice) be as follows:

Director	Interest in the Share capital of the Company
Gernot Abl *(Non-Executive Chairman)*	5.74%
Marcus Harden *(Proposed Non-Executive Director)*	1.98%
Louis Bucci *(Non-Executive Director)*	0.51%
Raewyn Clark *(Non-Executive Director)*	0.56%
Paul Kitto *(Non-Executive Director)*	0.90%

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

(g) **Dilution**

The issue of these Director Incentive Securities will have a diluting effect on the percentage interest of existing Shareholders' holdings if these Director Incentive Securities are converted to Shares. The potential dilution if all of these Director Incentive Securities are issued and are exercised into Shares is 13.57%. This figure assumes the current Share capital structure as at the date of this Notice and that no Shares are issued other than the Shares issued on conversion of the Director Incentive Securities.

The exercise of all of the Director Incentive Securities will result in a total dilution of all other Shareholders' holdings of 10.67% on a fully diluted basis (assuming that all other convertible Securities currently on issue are exercised and converted to Shares). The actual dilution will depend on the extent that additional Shares are issued by the Company.

(h) **Trading history**

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

Highest: $0.008 per Share on various dates

Lowest: $0.002 per Share on 22 and 29 July 2025

The latest available closing market sale price of the Shares on ASX prior to the date of this Notice was $0.005 per Share on 7 July 2026.

(i) **Corporate governance**

The Board acknowledges that the grant of the Director Incentive Securities to Gernot Abl, Marcus Harden, Louis Bucci, Raewyn Clark, and Paul Kitto (together, the **Non-Executive Directors**) is contrary to the guidelines in Recommendation 8.2 of the Recommendations, which provides that non-executive directors should not receive performance-based remuneration as it may lead to bias in their decision-making and compromise their objectivity. However, the Board considers it reasonable in the circumstances to offer the Director Incentive Securities to the Non-Executive Directors for the reasons provided in Section 9.3(i) above.

(j) **Taxation consequences**

There are no taxation consequences for the Company arising from the issue of the Director Incentive Securities (including fringe benefits tax).

(k) **Other information**

The Board is not aware of any other information that would be reasonably required by Shareholders to allow them to make a decision whether it is in the best interests of the Company to pass Resolution 6, Resolution 7 and Resolution 8(a) - (c) (inclusive).

9.7 Additional information

Resolution 6, Resolution 7 and Resolution 8(a) - (c) (inclusive) are each separate ordinary resolutions.

10. Resolution 9 – Approval to issue Strategic Adviser Performance Rights

10.1 General

As announced on 10 June 2026, the Company announced, in conjunction with the Acquisition, that Tony Manini as strategic adviser of the Company (**Strategic Adviser**) would work closely with the in-country team to advance the Projects. The Strategic Adviser's main focus will be to lead the Company's in-country strategy and expanding its footprint in Saudi Arabia.

The Company is proposing, subject to obtaining Shareholder approval, to issue up to 100,000,000 Strategic Adviser Performance Rights to the Strategic Adviser.

The Strategic Adviser Performance Rights will be subject to the following vesting conditions:

Tranche	Number of Performance Rights	Vesting Condition	Expiry Date

1	20,000,000	The Company achieving a 20-Day VWAP of $0.009.	5 years from the date of issue
2	20,000,000	The Company achieving a 20-Day VWAP of $0.012.	5 years from the date of issue
3	20,000,000	The Company announcing to ASX the completion of at least 10,000m of drilling at any of its Projects.	5 years from the date of issue
4	20,000,000	The Company announcing to the ASX a Mineral Resource Estimate reported in accordance with the JORC Code at any of its Projects of 1 million ounces of Au at a minimum grade of 1.0g/t Au.	5 years from the date of issue
5	20,000,000	The Company announcing to ASX a Mineral Resource Estimate reported in accordance with the JORC Code at any of the Projects of 2 million ounces of Au at a minimum grade of 1.0 g/t Au.	5 years from the date of issue

The Strategic Adviser Performance Rights are otherwise subject to the terms and conditions in Schedule 3, being the same terms as the Incentive Performance Rights the subject of Resolution 6. The vesting conditions applicable to the Strategic Adviser Performance Rights are the same as those applicable to the Incentive Performance Rights the subject of Resolution 6, as the Board considers these milestones to be appropriately aligned with the Company's strategic objectives and the role of the Strategic Adviser in contributing to the achievement of those objectives.

Resolution 9 seeks Shareholder approval pursuant to Listing Rule 7.1 to approve the issue of the Strategic Adviser Performance Rights.

10.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 4.2 above.

The proposed issue of the Strategic Adviser Performance Rights does not fit within any of the exceptions to Listing Rule 7.1. It therefore requires the approval of Shareholders under Listing Rule 7.1.

The effect of Shareholders passing Resolution 9 will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% placement capacity under Listing Rule 7.1, without the requirement to obtain prior Shareholder approval.

If Resolution 9 is passed, the Company will be able to proceed with the issue of the Strategic Adviser Performance Rights to the Strategic Adviser (or his nominees). In addition, the issue of the Strategic Adviser Performance Rights 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 9 is not passed, the Company will not be able to proceed with the issue of the Strategic Adviser Performance Rights and will have to reach an alternative commercial arrangement with the Strategic Adviser, which may include a cash payment equivalent to the value of the Strategic Adviser Performance Rights.

10.3 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 Strategic Adviser Performance Rights:

(a) The Strategic Adviser Performance Rights will be issued to the Strategic Adviser (or its nominees), none of whom are a related party of the Company.

(b) A maximum of 100,000,000 Strategic Adviser Performance Rights will be issued.

(c) The Strategic Adviser Performance Rights will be subject to the terms and conditions in Schedule 3.

(d) The Strategic Adviser Performance Rights will be issued as soon as practicable following the Meeting and in any event, no later than 3 months after the date of the Meeting.

(e) The purpose of the proposed issue of the Strategic Adviser Performance Rights is to incentivise and reward the Strategic Adviser for his role in assisting the Board with the strategic direction of the Company. This includes leading the Company's strategy of expanding its footprint in Saudi Arabia, and to align the interests of the Strategic Adviser with those of Shareholders by linking his remuneration to the achievement of key milestones that are expected to drive growth in Shareholder value. The Strategic Adviser Performance Rights will be issued for nil cash consideration. Accordingly, no funds will be raised by the issue of the Strategic Adviser Performance Rights.

(f) There are no other material terms to the agreement for the issue of the Strategic Adviser Performance Rights.

(g) A voting exclusion statement is included in the Notice.

10.4 Additional information

Resolution 9 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 9.

Schedule 1 Definitions

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

$ or A$	means Australian Dollars.
Acquisition	has the meaning given in Section 3.1.
Asset Sale Agreement	has the meaning given in Section 3.1.
ASX	means ASX Limited (ACN 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.
AWST	means Australian Western Standard Time, being the time in Perth, Western Australia.
Board	means the board of Directors.
Business Days	means a day on which banks are open for business in Perth, Western Australia, other than a Saturday, Sunday or public holiday.
Chair	means the person appointed to chair the Meeting of the Company convened by the Notice.
Closely Related Party	(a) means a spouse or child of the member; or (b) has the meaning given in section 9 of the Corporations Act.
Company	means Peako Limited (ACN 131 843 868).
Consideration Performance Rights	has the meaning given in Section 3.1.
Consideration Shares	has the meaning given in Section 3.1.
Constitution	means the constitution of the Company, as amended.
Convertible Security	has the meaning given in Chapter 19 of the Listing Rules.
Corporations Act	means the *Corporations Act 2001* (Cth), as amended.
Director	means a director of the Company.
Director Incentive Securities	has the meaning given in Section 9.1.
Director Placement Shares	has the meaning given in Section 3.2.
Equity Security	has the same meaning as in the Listing Rules.
Explanatory Memorandum	means the explanatory memorandum which forms part of the Notice.

Incentive Options	means the 30,000,000 Options exercisable at \$0.009 each, expiring 3 years from the date of issue, subject to the terms and conditions in Schedule 5.
Incentive Performance Rights	means the 80,000,000 Performance Rights subject to the terms and conditions in Schedule 3.
JORC Code	means the Joint Ore Reserves Committee's Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (2012 Edition), or any update to that edition.
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.
KSA Project	has the meaning given in Section 3.1.
Listing Rules	means the listing rules of ASX.
Material Investor	means, in relation to the Company: (a) a related party; (b) Key Management Personnel; (c) a substantial Shareholder; (d) an adviser; 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 capital structure at the time of issue.
Meeting	has the meaning given in the introductory paragraph of the Notice.
Mineral Resource Estimate	means a mineral resource estimate prepared in accordance with the JORC Code
NED Performance Rights	means the 39,000,000 Performance Rights subject to the terms and conditions in Schedule 4.
Notice	means this notice of extraordinary general meeting.
Options	means an option to acquire a Share.
Participating Directors	has the meaning given in Section 8.1.
Placement	has the meaning given to it in Section 3.2.
Performance Right	means a right, subject to certain terms and conditions, to acquire a Share on the satisfaction (or waiver) of certain performance conditions.

Vendor	means Desert Ex (ديزر إكس), a company incorporated in Saudi Arabia with company number 705 037 6552.
Vendor Parent	means DesertEx Pty Ltd (ACN 678 372 266).
Proxy Form	means the proxy form made available with the Notice.
Resolution	means a resolution referred to in the Notice.
Strategic Adviser	means Tony Manini.
Strategic Adviser Performance Rights	means the performance rights proposed to be issued to the Strategic Adviser (or his nominees) pursuant to Resolution 8, subject to the terms and conditions in Schedule 3.
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.
Tranche 2 Placement Shares	has the meaning given in 3.2.
Tranche 1 Placement Shares	has the meaning given in 3.2.
VWAP	means volume weighted average price.
20-Day VWAP	means the volume weighted average price of Company Shares traded on the ASX over 20 consecutive trading days.

Schedule 2 Terms and conditions of the Consideration Performance Rights

The proposed terms and conditions of the Consideration Performance Rights (hereinafter referred to as **Performance Rights**) are set out below:

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 (**Company Share**).

2. (**Issue Price**): The Performance Rights are issued for nil cash consideration.

3. (**Vesting Condition**): Subject to the terms and conditions set out below, the Performance Rights be subject to the following vesting conditions (**Vesting Condition**):

Tranche	Number of Performance Rights	Vesting Condition	Expiry Date
1	196,000,000	The Company announcing to ASX the completion of at least 10,000m of drilling at the KSA Project.	5 years from the date of issue
2	379,333,333	The Company announcing to the ASX a Global Mineral Resource Estimate reported in accordance with the JORC Code at the KSA Project of not less than 1 million ounces of Au at a minimum grade of 1.0g/t Au (which may comprise the aggregate of two or more separate Mineral Resource Estimates across any or all of the exploration licences comprising the KSA Project).	5 years from the date of issue
3	379,333,333	The Company announcing to ASX a Global Mineral Resource Estimate reported in accordance with the JORC Code at the KSA Project of not less than 2 million ounces of Au at a minimum grade of 1.0 g/t Au (which may comprise the aggregate of two or more separate Mineral Resource Estimates across any or all of the exploration licences comprising the KSA Project).	5 years from the date of issue

Note:

KSA Project *means the 10 exploration licences located in the central Arabian gold region in the Kingdom of Saudi Arabia, proposed to be acquired by the Company pursuant to the Acquisition.*

Mineral Resource Estimate *means a mineral resource estimate prepared in accordance with the JORC Code.*

__Global Mineral Resource Estimate__ means the aggregate of all Mineral Resource Estimates reported at the KSA Project, which may comprise one or more separate Mineral Resource Estimates across any or all of the exploration Licences comprising the KSA Project.

__JORC Code__ means the Joint Ore Reserves Committee's Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (2012 Edition), or any update to that edition.

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 Vesting Condition has been satisfied.

5. (**Expiry Date**): The Performance Rights will expire and lapse at 5:00pm (AWST) on the date specified in paragraph 3 above.

6. (**Exercise**): At any time between receipt of a Vesting Notice and the Expiry Date (as defined in paragraph 5 above), the holder may apply to exercise Performance Rights by delivering a signed notice of exercise to the Company Secretary of the Company. 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, and in any event within 5 Business Days, the Company will:

   (a) issue, allocate or cause to be transferred to the holder the number of Company 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 paragraph 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 Company 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 Company Shares does not require disclosure to investors, the Company must issue a prospectus pursuant to section 708A(11) of the Corporations Act.

9. (**Ranking**): All Company Shares issued upon the conversion of Performance Rights will upon issue rank equally in all respects with other Company Shares.

10. (**Transferability of the Performance Rights**): The Performance Rights are not transferable, except to the extent that they are transferred in-specie to shareholders of the Vendor Parent.

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 paragraph 16, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.

16. (**Bonus issues**): If the Company makes a bonus issue of Company 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 Company Shares which must be issued on the exercise of a vested Performance Right will be increased by the number of Company 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**): The issue of Company Shares on exercise of the Performance Rights is subject to and conditional upon:

    (a) the issue of the relevant Company Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and

    (b) the Company not being 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 Company Shares on exercise of the Performance Rights.

20. (**Change of Control**): Notwithstanding anything to the contrary in these terms, all unvested Performance Rights shall immediately vest upon the occurrence of a Change of Control. A "Change of Control" occurs if:

    (a) a person (or group of associated persons) who did not, as at the date of issue of the Performance Rights, control the Company, acquires a relevant interest in more than 50% of the issued Company Shares (whether by way of a takeover bid, scheme of arrangement, or otherwise);

    (b) the Company enters into or announces a scheme of arrangement, merger, consolidation or similar transaction which, if completed, would result in the holders of Company Shares immediately prior to the transaction holding less than 50% of the voting securities of the surviving or resulting entity; or

    (c) the Company disposes of all or substantially all of the exploration licences comprising the KSA Project to a person other than a wholly-owned subsidiary. Upon a Change of Control, the Company must give each holder of Performance Rights written notice of the Change of Control within 5 Business Days of the Change of Control occurring, and each holder may exercise its vested Performance Rights at any time within 60 Business Days of receipt of such notice (notwithstanding any other restriction in these terms).

21. (**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.

22. (**Amendments required by ASX**): The terms of the Performance Rights may be amended as considered necessary by the Board in order to comply with the ASX Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the holder are not diminished or terminated.

23. (**Constitution**): Upon the issue of the Company Shares on exercise of the Performance Rights, the holder will be bound by the Company's Constitution.

Schedule 3 Terms and conditions of the Incentive and Strategic Adviser Performance Rights

The proposed terms and conditions of the Incentive Performance Rights and Strategic Adviser Performance Rights (hereinafter referred to as **Performance Rights**) are set out below:

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 (**Company Share**).

2. (**Issue Price**): The Performance Rights are issued for nil cash consideration.

3. (**Vesting Condition**): Subject to the terms and conditions set out below, the Performance Rights be subject to the following vesting conditions (**Vesting Condition**):

Tranche	Number of Performance Rights	Vesting Condition	Expiry Date
1	36,000,000	The Company achieving a 20-Day VWAP of $0.009.	5 years from the date of issue
2	36,000,000	The Company achieving a 20-Day VWAP of $0.012.	5 years from the date of issue
3	36,000,000	The Company announcing to ASX the completion of at least 10,000m of drilling at any of its Projects.	5 years from the date of issue
4	36,000,000	The Company announcing to the ASX a Mineral Resource Estimate reported in accordance with the JORC Code at any of its Projects of 1 million ounces of Au at a minimum grade of 1.0g/t Au.	5 years from the date of issue
5	36,000,000	The Company announcing to ASX a Mineral Resource Estimate reported in accordance with the JORC Code at any of the Projects of 2 million ounces of Au at a minimum grade of 1.0 g/t Au.	5 years from the date of issue

Note:

20-Day VWAP *means the volume weighted average price of Company Shares traded on the ASX over 20 consecutive trading days.*

Mineral Resource Estimate *means a mineral resource estimate prepared in accordance with the JORC Code.*

Projects *means any of the Company's projects.*

JORC Code *means the Joint Ore Reserves Committee's Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (2012 Edition), or any update to that edition.*

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 Vesting Condition has been satisfied.

5. (**Expiry Date**): The Performance Rights will expire and lapse at 5:00pm (AWST) on the date specified in paragraph 3 above.

6. (**Exercise**): At any time between receipt of a Vesting Notice and the Expiry Date (as defined in paragraph 5 above), the holder may apply to exercise Performance Rights by delivering a signed notice of exercise to the Company Secretary of the Company. 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, and in any event within 5 Business Days, the Company will:

   (a) issue, allocate or cause to be transferred to the holder the number of Company 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 paragraph 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 Company 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 Company Shares does not require disclosure to investors, Company 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 Company Shares during the period of such restriction from trading.

9. (**Ranking**): All Company Shares issued upon the conversion of Performance Rights will upon issue rank equally in all respects with other Company Shares.

10. (**Transferability of the Performance Rights**): The Performance Rights are not transferable.

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 paragraph 16, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.

16. (**Bonus issues**): If the Company makes a bonus issue of Company 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 Company Shares which must be issued on the exercise of a vested Performance Right will be increased by the number of Company 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**): The issue of Company Shares on exercise of the Performance Rights is subject to and conditional upon:

    (a) the issue of the relevant Company Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and

    (b) the Company not being 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 Company 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. (**Constitution**): Upon the issue of the Company Shares on exercise of the Performance Rights, the holder will be bound by the Company's Constitution.

Schedule 4 Terms and conditions of the NED Performance Rights

The proposed terms and conditions of the NED Performance Rights (hereinafter referred to as **Performance Rights**) are set out below:

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 (**Company Share**).

2. (**Issue Price**): The Performance Rights are issued for nil cash consideration.

3. (**Vesting Condition**): Subject to the terms and conditions set out below, the Performance Rights be subject to the following vesting conditions (**Vesting Condition**):

Tranche	Number of Performance Rights	Vesting Condition	Expiry Date
1	13,000,000	The Company announcing to ASX the completion of at least 10,000m of drilling at the KSA Project.	5 years from the date of issue
2	13,333,333	The Company announcing to the ASX a Global Mineral Resource Estimate reported in accordance with the JORC Code at the KSA Project of not less than 1 million ounces of Au at a minimum grade of 1.0g/t Au (which may comprise the aggregate of two or more separate Mineral Resource Estimates across any or all of the exploration licences comprising the KSA Project).	5 years from the date of issue
3	13,333,333	The Company announcing to ASX a Global Mineral Resource Estimate reported in accordance with the JORC Code at the KSA Project of not less than 2 million ounces of Au at a minimum grade of 1.0 g/t Au (which may comprise the aggregate of two or more separate Mineral Resource Estimates across any or all of the exploration licences comprising the KSA Project).	5 years from the date of issue

Note:

KSA Project *means the 10 exploration licences located in the central Arabian gold region in the Kingdom of Saudi Arabia, proposed to be acquired by the Company pursuant to the Acquisition.*

Mineral Resource Estimate *means a mineral resource estimate prepared in accordance with the JORC Code.*

Global Mineral Resource Estimate *means the aggregate of all Mineral Resource Estimates reported at the KSA Project, which may comprise one or more separate Mineral Resource Estimates across any or all of the exploration Licences comprising the KSA Project.*

***JORC Code** means the Joint Ore Reserves Committee's Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (2012 Edition), or any update to that edition.*

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 Vesting Condition has been satisfied.

5. (**Expiry Date**): The Performance Rights will expire and lapse at 5:00pm (AWST) on the date specified in paragraph 3 above.

6. (**Exercise**): At any time between receipt of a Vesting Notice and the Expiry Date (as defined in paragraph 5 above), the holder may apply to exercise Performance Rights by delivering a signed notice of exercise to the Company Secretary of the Company. 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, and in any event within 5 Business Days, the Company will:

   (a) issue, allocate or cause to be transferred to the holder the number of Company 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 paragraph 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 Company 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 Company Shares does not require disclosure to investors, Company 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 Company Shares during the period of such restriction from trading.

9. (**Ranking**): All Company Shares issued upon the conversion of Performance Rights will upon issue rank equally in all respects with other Company Shares.

10. (**Transferability of the Performance Rights**): The Performance Rights are not transferable.

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 paragraph 16, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.

16. (**Bonus issues**): If the Company makes a bonus issue of Company 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 Company Shares which must be issued on the exercise of a vested Performance Right will be increased by the number of Company 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**): The issue of Company Shares on exercise of the Performance Rights is subject to and conditional upon:

    (a) the issue of the relevant Company Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and

    (b) the Company not being 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 Company 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. (**Constitution**): Upon the issue of the Company Shares on exercise of the Performance Rights, the holder will be bound by the Company's Constitution.

Schedule 5 Terms and conditions of Incentive Options

The terms and conditions of the Incentive Options (hereinafter referred to as **Options**) are set out below:

1. (**Entitlement**): Each Option entitles the holder to subscribe for one Share upon exercise of the Option.

2. (**Issue Price**): The Options are issued for nil cash consideration

3. (**Exercise Price**): Subject to the terms and conditions set out below, the Options are exercisable at the exercise price (**Exercise Price**) as specified below.

Number of Options	Exercise Price
30,000,000	$0.009

4. (**Expiry Date**): Each Option will expire at 5:00pm (AWST) on the date that is three years from the date of issue (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

5. (**Exercise Period**): The Options are exercisable at any time on or prior to the Expiry Date.

6. (**Quotation of the Options**): The Company will not apply for quotation of the Options on any securities exchange.

7. (**Transferability**): The Options 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.

8. (**Notice of Exercise**): The Options may be exercised by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and, if applicable, payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

   Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt of the Notice of Exercise and, if applicable, the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

9. (**Issue of Shares**): As soon as practicable after the valid exercise of an Option, 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 Options held by the holder;

   (c) if required, and subject to clause 10, 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.

10. (**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 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.

11. (**Ranking**): All Shares issued upon the exercise of Options will upon issue rank equally in all respects with other Shares.

12. (**Transferability of the Options**): The Options 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.

13. (**Dividend rights**): An Option does not entitle the holder to any dividends.

14. (**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 ASX Listing Rules where such rights cannot be excluded by these terms.

15. (**Quotation of the Options**): The Company will not apply for quotation of the Options on any securities exchange.

16. (**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.

17. (**Entitlements and bonus issues**): Subject to the rights under clause 18, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.

18. (**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):

    (a) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Option holder would have received if the Option holder had exercised the Option before the record date for the bonus issue; and

    (b) no change will be made to the Exercise Price.

19. (**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.

20. (**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.

21. (**Takeovers prohibition**):

(a) 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

(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 Options.

22. (**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.

23. (**Amendments required by ASX**): The terms of the Options 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.

24. (**Constitution**): Upon the issue of the Shares on exercise of the Options, the holder will be bound by the Company's Constitution.

Schedule 6 Valuation of Incentive Performance Rights

The Performance Rights have been valued by an independent consultant, according to the Monte Carlo and Black Scholes option pricing valuation models on the following assumptions:

	Tranche 1 Performance Rights	Tranche 2 Performance Rights	Tranche 3 Performance Rights	Tranche 4 Performance Rights	Tranche 5 Performance Rights
Methodology **Iterations**	Monte Carlo 100,000	Monte Carlo 100,000	Black Scholes N/A	Black Scholes N/A	Black Scholes N/A
Expiry period	5 years	5 years	5 years	5 years	5 years
Share Price at valuation	$0.006	$0.006	$0.006	$0.006	$0.006
Exercise price	Nil	Nil	Nil	Nil	Nil
VWAP Hurdle	$0.009	$0.012	N/A	N/A	N/A
Risk-free rate (%)	4.339	4.339	4.339	4.339	4.339
Volatility (%)	84.02	84.02	84.02	84.02	84.02
Dividend yield (%)	Nil	Nil	Nil	Nil	Nil
Fair value per right, rounded ($)	0.0057	0.0054	0.006	0.006	0.006
Recipient	Gernot Abl	Gernot Abl	Gernot Abl	Gernot Abl	Gernot Abl
Total value ($)	91,200	86,400	96,000	96,000	96,000

Schedule 7 Valuation of NED Performance Rights

The Performance Rights have been valued by an independent consultant, according to the Black Scholes option pricing valuation model on the following assumptions:

	Tranche 6 Performance Rights	Tranche 7 Performance Rights	Tranche 8 Performance Rights
Methodology **Iterations**	Black Scholes N/A	Black Scholes N/A	Black Scholes N/A
Expiry period	5 years	5 years	5 years
Share Price at valuation	$0.006	$0.006	$0.006
Exercise price	Nil	Nil	Nil
VWAP Hurdle	N/A	N/A	N/A
Risk-free rate (%)	4.339	4.339	4.339
Volatility (%)	84.02	84.02	84.02
Dividend yield (%)	Nil	Nil	Nil
Fair value per right, rounded ($)	0.006	0.006	0.006
Recipient	Marcus Harden	Marcus Harden	Marcus Harden
Total value ($)	78,000	78,000	78,000

Schedule 8 Valuation of Incentive Options

The Incentive Options have been valued by the Company, according to the Black Scholes option pricing valuation model on the following assumptions:

	Incentive Options
Methodology **Iterations**	Black Scholes N/A
Expiry period	3 years
Share Price at valuation	$0.006
Exercise price	$0.009
VWAP Hurdle	N/A
Risk-free rate (%)	4.339
Volatility (%)	84.02
Dividend yield (%)	Nil
Fair value per right, rounded ($)	0.00281
Total value ($) per Director	28,100

Proxy Voting Form

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

Peako Limited | ABN 79 131 843 868

Your proxy voting instruction must be received by **10:30am (AEST) on Saturday, 15 August 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)

STEP 1 - How to vote

APPOINT A PROXY:

I/We being a Shareholder entitled to attend and vote at the Extraordinary General Meeting of Peako Limited, to be held at **10:30am (AEST) on Monday, 17 August 2026 at Virtually via Zoom (Please refer to Notice of Meeting)** hereby:

Appoint the Chair of the Meeting (Chair) to vote in accordance with the following directions (or if no directions have been given, and subject to the relevant laws, as the Chair sees fit) at this meeting and at any adjournment thereof.

Please note: If you are not appointing the Chair of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy. If the person so named is absent from the meeting, or if no person is named, the Chair will act on your behalf.

The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote.
Unless indicated otherwise by marking the "for", "against" or "abstain" box you will be authorising the Chair to vote in accordance with the Chair's voting intention.

AUTHORITY FOR CHAIR TO VOTE UNDIRECTED PROXIES ON REMUNERATION RELATED RESOLUTIONS
Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolutions 5(a), 5(b), 5(c), 6, 7, 8(a), 8(b) and 8(c) (except where I/we have indicated a different voting intention below) even though Resolutions 5(a), 5(b), 5(c), 6, 7, 8(a), 8(b) and 8(c) are connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.

AUTOMIC

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STEP 2 - Your voting direction

Resolutions		For	Against	Abstain
1	Approval to issue Consideration Shares			
2	Approval to issue Consideration Performance Rights			
3	Ratification of issue of Tranche 1 Placement Shares			
4	Approval to issue Tranche 2 Placement Shares			
5(a)	Approval to issue Director Placement Shares - up to 37,500,000 Director Placement Shares to Gernot Abl			
5(b)	Approval to issue Director Placement Shares - up to 6,250,000 Director Placement Shares to Louis Bucci			
5(c)	Approval to issue Director Placement Shares - up to 37,500,000 Director Placement Shares to Marcus Harden			
6	Approval to issue Incentive Performance Rights			
7	Approval to issue NED Performance Rights			
8(a)	Approval to issue Incentive Options - up to 10,000,000 Incentive Options to Louis Bucci			
8(b)	Approval to issue Incentive Options - up to 10,000,000 Incentive Options to Raewyn Clark			
8(c)	Approval to issue Incentive Options - up to 10,000,000 Incentive Options to Paul Kitto			
9	Approval to issue Strategic Adviser Performance Rights			

Please note: If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution and your votes will not be counted in computing the required majority on a poll.

STEP 3 – Signatures and contact details

Individual or Securityholder 1	Securityholder 2	Securityholder 3
Sole Director and Sole Company Secretary	Director	Director / Company Secretary

Contact Name:

Email Address:

Contact Daytime Telephone

Date (DD/MM/YY)

/ /

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible).