PODIUM MINERALS LIMITED

(ACN 009 200 079)

Share Purchase Plan Booklet

This SPP Booklet is not financial advice or a recommendation to acquire Shares and has been prepared without taking into account the objectives, financial situation or needs of individuals. Before making an investment decision prospective investors should consider the appropriateness of the information having regard to their own objectives, financial situation and needs and seek such legal, financial and/or taxation advice as they deem necessary or appropriate to their jurisdiction. Podium Minerals Limited is not licensed to provide financial product advice in respect of Podium Shares. Cooling off rights do not apply to the acquisition of Podium Shares.

NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES

Managing Director / CEO’s Letter

Dear Shareholder

Podium Minerals Limited – Share Purchase Plan

On behalf of the board of Podium Minerals Limited (ASX: POD) ("**Podium**"), I am pleased to offer you the opportunity to participate in the Podium share purchase plan ("**SPP**"), which was announced to the ASX on Thursday, 13 August 2026. The SPP provides Eligible Shareholders with an opportunity to acquire up to A$30,000 worth of Podium's ordinary shares ("**Shares**") without paying any brokerage costs, commissions or other transaction costs. Podium is targeting to raise up to A$4 million under the SPP. However, Podium may decide to accept applications (in whole or in part) that result in the SPP raising more than that target amount at its absolute discretion, within the limits prescribed by the ASX Listing Rules.

The SPP is underwritten by Leeuwin Wealth, up to the target amount of A$4 million. The underwriting only relates to the targeted amount of A$4 million, not to any oversubscriptions. The underwriting includes a A$200,000 sub-underwriting commitment received from Company Chair, Mr Neal Froneman. Any sub-underwriting participation by Mr Froneman will be subject to receipt of prior Podium shareholder approval. In addition, where the SPP is oversubscribed, the Company has agreed that sub-underwriters of the SPP (**Sub-Underwriters**) will be afforded the opportunity to participate in a top-up share placement on the same terms as the SPP, to raise up to an additional A$2 million (**Placement**). The Placement is intended to be conducted following completion of the SPP.

Podium’s strategy is focused on advancing Parks Reef from a globally significant Australian PGM resource to a robust and credible supplier of PGMs to global markets. Parks Reef is a long-life asset with substantial scale and material exposure to platinum, palladium, rhodium, iridium and gold, together with valuable copper, nickel and cobalt by-products. In a market increasingly focused on secure, responsible and diversified sources of critical minerals, Podium believes that Parks Reef is strategically positioned to become an important Australian source of PGMs for global customers.

The Company’s immediate plan is to continue de-risking Parks Reef by building on recent technical progress in its metallurgical Concentrator flowsheet and improved understanding of the ore body. Work programs are directed at improving the concentrator performance, testing the consistency and repeatability of metallurgical performance across representative feed sources, and generating the technical data required to support future studies. These activities are intended to strengthen confidence in project development options and support the assessment of a route to production.

Funds raised under the SPP are expected to be applied to targeted work streams that directly support this strategy. These include further metallurgical test work aimed at validating process performance, as well as important site works and ongoing corporate activities to support project advancement. The Board’s objective is to ensure that SPP funds are allocated to practical, value-accretive programs that improve the quality of future development decisions.

Your Board considers that this SPP provides Eligible Shareholders with an opportunity to participate in the next phase of Podium’s development strategy as the Company seeks to unlock the value of Parks Reef and progress toward establishing a new Australian PGM supply platform.

For further details of the proposed use of funds, please refer to Podium's ASX announcement dated Thursday, 13 August 2026.

Details of the SPP

The SPP allows you to acquire up to an aggregate maximum of A$30,000 worth of Shares.

Shareholders participating in the SPP will be able to purchase Shares at an issue price of A$0.034 per Share, which represents a:

- 17.1% discount to the closing price on ASX of the Shares on Monday, 10 August 2026, being the last trading day before the SPP was announced; and
- 17.8% discount to the volume-weighted average price of Shares calculated over the last five trading days preceding the date the SPP was first announced, being Thursday, 13 August 2026.

All new Shares issued under the SPP will rank equally with existing Shares.

Participation in the SPP is optional and is open to Eligible Shareholders who are registered holders of Shares on the Record Date (being 5.00pm (AWST) on Wednesday, 12 August 2026). The SPP Booklet and accompanying application form do not constitute an offer in any place in which, or to any person to whom, it would not be lawful to make such an offer.

A personalised Acceptance Form can be accessed from the registry via: https://portal.automic.com.au/investor/home.

Certain Eligible Shareholders who are custodians holding Shares on behalf of certain beneficiaries are also invited to participate in the SPP on the terms and conditions set out in the SPP Booklet.

Podium will not issue new Shares to an applicant if those Shares, either alone or in conjunction with the issue of Shares under other applications received by Podium, would contravene any law or the ASX Listing Rules.

Applications for new Shares under the SPP can be made on the enclosed Application Form. The offer of Shares under the SPP is made in accordance with *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* ("**ASIC Instrument 2019/547"**) and therefore does not require a prospectus for the purposes of Chapter 6D of the Corporations Act.

Important information regarding oversubscriptions and potential scale-back in the SPP

Podium is targeting to raise up to approximately A$4 million under the SPP. However, Podium may decide to accept applications (in whole or in part) that result in the SPP raising more than that target amount, at its absolute discretion, subject to the limits prescribed in the ASX Listing Rules.

In the event of a scale-back, it is Podium's intention that each applicant will be treated equally and will be scaled-back pro-rata based on their shareholding as at the Record Date (subject to any minimum dollar allocation determined by Podium at its absolute discretion). When determining the amount (if any) by which to scale back an application, Podium may take into account a number of factors, including the size of an applicant's shareholding, the extent to which Eligible Shareholders have sold or bought additional shares after the Record Date and the date an application was made.

In the event of a scale-back, you may be allocated Shares to a value which is significantly less than the parcel for which you applied. Should this happen, the balance of any application monies not applied to acquire Shares under the SPP will be refunded to you, without interest. Podium will make an announcement to the ASX on the outcome of the SPP and the number of Shares issued on or around Friday, 4 September 2026. Shares will be issued as soon as practicable after the Offer closing date and otherwise in accordance with the ASX Listing Rules.

The SPP is governed by the terms and conditions in the SPP Booklet. The Board urges you to read these terms and conditions carefully and in their entirety, together with announcements made by Podium to ASX, before deciding whether to participate in the SPP.

How to apply

The SPP offer opens at 9.00am (AEST) on Friday, 14 August 2026. If you are an Eligible Shareholder and wish to participate in the offer, you may apply for Shares in the amount of A$2,000, A$5,000, A$7,500, A$10,000, A$15,000, A$20,000, A$25,000 or A$30,000.

A personalised Acceptance Form can be accessed via the registry at https://portal.automic.com.au/investor/home. You should ensure that the share registry for Podium receives your payment **by 5.00pm (AWST) on Friday, 28 August 2026**. The Company reserves the right to close the SPP earlier than stated.

I advise you to read the SPP Booklet carefully and in its entirety before making a decision on whether to participate in the SPP. You should be aware that the future market price of the Shares is uncertain and may rise or fall. This means the price you pay for Shares under the SPP may be either higher or lower than the Share price trading on the ASX at the time Shares are issued to you under the SPP. If you are uncertain whether Shares are a suitable investment for you, you should consult your financial or other professional adviser.

I otherwise encourage eligible shareholders who wish to participate in the SPP to act promptly in submitting their applications. Podium reserves the right to close the SPP early, in its sole and absolute discretion, should it be considered necessary or desirable to do so, by making an announcement to the ASX.

Enquiries

If you have any enquiries in relation to your application or the SPP, please call the Registry, Automic, on 1300 288 664 (within Australia) or +61 2 9698 5414 (outside Australia)..

On behalf of the Board of Podium, I thank you for your continued support and invite you to consider participating in the SPP.

Yours sincerely

Rod Baxter
Managing Director / Chief Executive Officer
Podium Minerals Limited

NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES

This SPP Booklet does not constitute an offer of securities in any place outside Australia or New Zealand where it would be unlawful to do so. In particular, this SPP Booklet does not constitute an offer to sell, or a solicitation of an offer to buy, any Shares in the United States or any other jurisdiction in which such an offer would be unlawful. The Shares to be offered and sold under the SPP have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the U.S. Securities Act), or the securities laws of any state or other jurisdiction of the United States. Accordingly, the Shares may not be offered or sold, directly or indirectly, in the United States or to any person acting for the account or benefit of a person in the United States (to the extent such person is acting for the account or benefit of a person in the United States). The new Shares in the SPP will only be offered and sold outside the United States in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act) in reliance on Regulation S under the U.S. Securities Act.

SPP Frequently Asked Questions

IMPORTANT NOTICE: If you apply to participate in the SPP by making an Online Application, you are accepting the risk that the market price of Shares may change between the time you make your application and the Issue Date. This means it is possible that, between the time you make your application and up to or after the Issue Date, you may be able to buy Shares on market at a lower price than the issue price.

1 What is the SPP?

The SPP provides each Eligible Shareholder with an opportunity to acquire Shares (subject to any scale-back at Podium's absolute discretion), without paying any brokerage fees, commissions or other transaction costs, for a total application price not exceeding A$30,000.

Podium is targeting to raise up to approximately A$4 million under the SPP. However, Podium may decide to accept applications (in whole or in part) that result in the SPP raising more than that target amount at its absolute discretion, subject to the limits prescribed in the ASX Listing Rules.

2 Who is an Eligible Shareholder?

An Eligible Shareholder who may participate in the SPP is a registered holder of Shares at 5.00pm (AWST) on the Record Date with a registered address on the register in:

- Australia; or
- New Zealand.

Shareholders who hold Shares on behalf of, or are acting for the account or benefit of, persons who reside outside of the above places are not entitled to participate in the SPP on behalf of those persons, except with the consent of Podium.

Shareholders that are not Eligible Shareholders are Ineligible Shareholders.

3 How will custodians and nominees be treated under the SPP?

Please refer to sections 1(h) – 1(j) in the SPP Terms and Conditions for information on eligibility for custodian and nominee shareholders.

4 What are the key dates?

Event	Date (and time if relevant)
Record Date	5.00pm (AWST) on Wednesday, 12 August 2026
Opening Date	9.00am (AEST) on Friday, 14 August 2026
Closing Date	5.00pm (AWST) on Friday, 28 August 2026
Results Announcement	Before noon (Sydney time) on Friday, 4 September 2026
Issue Date	By Friday, 4 September 2026
Quotation of new Shares on ASX	Monday, 7 September 2026
Dispatch of SPP holding statements	5.00pm (AWST) on Tuesday, 8 September 2026

Note: This timetable is indicative only and subject to change. Podium reserves the right to alter the above dates at any time, including shortening or extending the period for the SPP or accepting late applications, either generally or in particular cases, at its discretion and without notice to you, subject to the ASX Listing Rules, the Corporations Act and any other applicable rules.

5 How much can I invest under the SPP?

You may apply for Shares under the SPP up to an aggregate maximum dollar amount of A$30,000 worth of Shares (see question 6 below for further information). You may apply to acquire either A$2,000, A$5,000, A$7,500, A$10,000, A$15,000, A$20,000, A$25,000 or A$30,000.

Should Podium scale-back applications, the balance of any application monies that are not applied to acquire Shares under the SPP will be refunded to you, without interest.

6 What do I do if I hold Shares in more than one capacity?

Eligible Shareholders who hold Shares in more than one capacity, may apply through different Online Applications for Shares but may not apply for Shares with an aggregate dollar amount exceeding A$30,000.

7 What is the issue price?

Shareholders participating in the SPP will be able to purchase Shares at an issue price of A$0.034 per Share, which represents a:

- 17.1% discount to the closing price on ASX of the Shares on Monday, 10 August 2026, being the last trading day before the SPP was announced; and
- 17.8% discount to the volume-weighted average price of Shares calculated over the last five trading days preceding the date the SPP was first announced, being Thursday, 13 August 2026.

8 What is the market price of Shares?

The market price for Shares can be obtained from the ASX's website by searching for "POD" in the prices search screen.

9 What rights will the Shares issued under the SPP have?

Shares issued as part of the SPP will rank equally in all respects with existing Shares quoted on the ASX, with the same voting rights, dividend rights and other entitlements from the Issue Date.

10 What costs are associated with the SPP?

There are no brokerage, commissions or other transaction costs payable by Eligible Shareholders in relation to the application for, and the issue of, Shares under the SPP.

11 Do I have to participate in the SPP?

Participation in the SPP is optional. If you do not wish to participate in the SPP, no action is required on your part. The offer under the SPP is non-renounceable. This means you cannot transfer your right to purchase Shares under the SPP to anyone else.

12 How are refunds paid?

Refunds pursuant to the SPP may be paid under various circumstances. For example, if applications are made incorrectly the entire payment may be refunded, or if allocations are scaled back a partial refund may be made. If a refund is made, payment will be made by direct deposit to a bank account, according to your instructions held by Podium's Registry, Automic Pty Ltd ("**Automic**"), at the time the payment is made. You can change your payment instructions by accessing the share registry portal at https://portal.automic.com.au/investor/home.

13 When will I be refunded?

Refunds will be made as soon as practical after the SPP closes.

14 Taxation

Eligible Shareholders should consult their own taxation advisor about the tax status of their investment in the Shares.

15 Is the SPP underwritten?

The SPP is underwritten to the target amount of A$4 million by Leeuwin Wealth Pty Ltd (ACN 679 320 720) ("**Leeuwin**" or "**Underwriter**") and includes a A$200,000 sub-underwriting commitment from Podium Chair Mr Neal Froneman (subject to shareholder approval). Pursuant to the underwriting agreement between Podium and Leeuwin, Leeuwin is obliged to subscribe (or procure subscriptions) for any shortfall arising under the SPP. Please see section 8 of the terms and conditions for further details.

16 How do I apply?

Your personalised acceptance form can be accessed from the share registry at https://portal.automic.com.au/investor/home.

All payments must be received no later than 5.00pm (AWST) on Friday, 28 August 2026, noting that the Company may decide to close at an earlier date.

SPP Terms and Conditions

IMPORTANT NOTICES
The offer to purchase Shares under the SPP is not a recommendation to acquire Shares. If you are in any doubt about this SPP, you should consider obtaining professional financial and/or taxation advice to assist you in determining whether or not, and the extent to which, you wish to participate in the SPP (taking into account your own financial situation, needs and objectives). Nothing in these terms and conditions ("SPP Terms and Conditions"), the online SPP application form available at https://investor.automic.com.au/#/home ("Online Application") or any other accompanying documentation constitutes investment or financial product advice or is intended to influence your decision whether or not to participate in the SPP. If you apply to participate in the SPP, by making an Online Application, you are accepting the risk that the market price of the Shares may change. This means it is possible that, between the time you make your application and up to or after the Issue Date, you may be able to buy Shares on market at a lower price than the issue price. No cooling-off regime applies in relation to the acquisition of Shares under the SPP.

1 Eligible Shareholders

(a) Subject to sections 1(c) to 1(j), all persons registered as holders of fully paid ordinary Shares in Podium, at 5.00pm (AWST) on Wednesday, 12 August 2026 ("**Record Date**"), whose registered address in the register of Podium is in:

(i) Australia; or

(ii) New Zealand,

may participate in the SPP ("**Eligible Shareholders**"). Due to foreign securities laws, it is not practical for shareholders (or beneficial shareholders) resident in other countries to be offered the opportunity to participate in the SPP, though Podium reserves the right to extend the SPP to Shareholders outside of Australia and New Zealand at its absolute discretion, in which case they will be considered an Eligible Shareholder.

(b) Directors and employees of Podium who hold Shares may be Eligible Shareholders.

(c) Shareholders who hold Shares on behalf of, or are acting for the account or benefit of, persons who reside outside:

(i) Australia; or

(ii) New Zealand,

are not entitled to participate in the SPP on behalf of those persons without the consent of Podium.

(d) The Shares to be offered and sold under this SPP have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or the securities laws of any state or other jurisdiction of the United States. Accordingly, without the consent of Podium, shareholders who are located in the United States or are acting for the account or benefit of a person in the United States are not Eligible Shareholders and are not entitled to participate in the SPP. A trustee, nominee or custodian must not participate in the SPP on behalf of any person in the United States and may not, distribute this SPP Booklet or any other document relating to the SPP to, any person in the United States, without the prior consent of Podium.

(e) Consistent with the representations, warranties and acknowledgements contained in section 4 and the Online Application available at https://investor.automic.com.au/#/home, without the prior consent of Podium, you may not submit any Online Application for any person in the United States or any person who is acting for the account or benefit of a person in the United States (to the extent such a person is acting for the account or benefit of a person in the United States). Failure to comply with these restrictions may result in violations of applicable securities laws.

(f) Shareholders must be eligible under all applicable securities laws to receive an offer under the SPP. If you are not eligible under the securities laws of the jurisdiction in which you reside or are located to receive an offer of Shares under the SPP, you are not an Eligible Shareholder.

(g) Shareholders who are joint holders of Shares are taken to be a single registered holder of Shares for the purposes of determining whether they are an Eligible Shareholder, and the certification under section 4(a)(vii) by one joint holder will be effective in respect of the other joint holder(s).

(h) If you are a custodian (as defined in ASIC Instrument 2019/547), you may apply for up to A$30,000 worth of Shares for each beneficiary subject to you completing a certificate addressed to Podium with the following information:

(i) confirmation of either or both of the following:

(A) that you hold Shares on behalf of one or more other persons (each a "**participating beneficiary"**) that are not custodians; or

(B) that another custodian ("**downstream custodian"**) holds beneficial interests in Shares on behalf of one or more other persons (each a "**participating beneficiary"**), and you hold the Shares to which those beneficial interests relate on behalf of the downstream custodian or another custodian;

(ii) confirmation that each participating beneficiary has subsequently instructed the following persons:

(A) where sub-paragraph (i)(A) above applies – you; or

(B) where sub-paragraph (i)(B) above applies – the downstream custodian,

to apply for Shares on their behalf under the SPP;

(iii) the number of participating beneficiaries and their names and addresses;

(iv) in respect of each participating beneficiary:

(A) where sub-paragraph (i)(A) above applies – the number of Shares that you hold on their behalf; or

(B) where sub-paragraph (i)(B) above applies – the number of Shares to which the beneficial interests relate;

(v) in respect of each participating beneficiary:

(A) where sub-paragraph (i)(A) above applies – the number or the dollar amount of Shares they have instructed you to apply for on their behalf; or

(B) where sub-paragraph (i)(B) above applies – the number or the dollar amount of Shares they have instructed the downstream custodian to apply for on their behalf;

(vi) confirmation that there are no participating beneficiaries in respect of which the total of the application price for the following exceeds A$30,000:

(A) the Shares applied for by you under the SPP in accordance with the instructions referred to in sub-paragraph (v) above; and

(B) any other Shares issued to you in the 12 months before the application as a result of an instruction given by them to you or the downstream custodian to apply for Shares on their behalf under an arrangement similar to the SPP;

(vii) confirmation that a copy of the SPP Booklet was given to each participating beneficiary; and

(viii) where sub-paragraph (i)(B) above applies – the name and address of each custodian who holds beneficial interests in the Shares held by you in relation to each participating beneficiary,

("**Custodian Certificate**").

(i) If you hold Shares as a trustee or nominee for another person, but are not a custodian as defined in ASIC Instrument 2019/547, you cannot participate for beneficiaries in the manner described above. In this case, the rules in section 2(b) apply.

(j) Custodians wishing to participate on behalf of a beneficiary or beneficiaries must provide the certifications required by ASIC Instrument 2019/547 and should contact the Podium's Registry, Automic on 1300 288 664 (within Australia) or +61 2 9698 5414 (outside Australia) to request a Custodian Certificate that contains these certifications and other details required to be provided by the Custodian.

(k) If you are an Eligible Shareholder, your rights under this offer are personal to you and are non-renounceable, which means you cannot transfer your rights to another person.

2 Applying for Shares

(a) Participation in the SPP is optional. Eligible Shareholders may apply to purchase a parcel of Shares with a dollar amount of A$2,000, A$5,000, A$7,500, A$10,000, A$15,000, A$20,000, A$25,000 or A$30,000. If you are an Eligible Shareholder and wish to participate in the SPP, you must apply follow the instructions on the application form which can be accessed from https://portal.automic.com.au/investor/home. Payments must be received by 5.00pm (AWST) on Friday, 28 August 2026 (the "**SPP Closing Date**"). Payments must be in Australian dollars.

If Podium receives an amount that is not equal to A$2,000, A$5,000, A$7,500, A$10,000, A$15,000, A$20,000, A$25,000 or A$30,000, Podium will round down the dollar amount of Shares that you are applying for to the next lowest parcel or, if Podium receives less than A$2,000, reject your application and refund your application monies that are not used to purchase Shares, without interest, as soon as practicable following the issue of Shares.

If you make a payment to apply for Shares, you represent to Podium that the total of the application price for the following does not exceed A$30,000:

(i) the Shares the subject of the application;

(ii) any other Shares in the class applied for under the SPP; and

(iii) any other Shares in the class which you have instructed a custodian to acquire on your behalf under the SPP.

(b) Eligible Shareholders who receive more than one offer under the SPP (for example, because they hold Shares in more than one capacity) may make multiple payments for

Shares but may not apply for Shares with an aggregate dollar amount of more than A$30,000.

(c) Podium may accept or reject your application for Shares at its discretion. Podium may reject your application in the following circumstances (among others):

  (i) you have applied for Shares with a total application price of less than A$2,000;

  (ii) your payment is incomplete or invalid;

  (iii) unless you are a custodian, it appears that you are applying to acquire Shares with an aggregate application price in excess of A$30,000 under the SPP;

  (iv) you are a custodian and you have not provided the required Custodian Certificate;

  (v) your payment is received after the SPP Closing Date. Late payments will be refunded, without interest, as soon as practicable following the issue of Shares; or

  (vi) Podium believes you are not an Eligible Shareholder (subject to compliance with any applicable ASIC requirements).

(d) If the value of the parcel of Shares you have applied for cannot be divided by the issue price to give a whole number of Shares, there will be a rounding down of the number of Shares. Any remaining balance of your payment will form part of the assets of Podium (provided that the remaining balance is less than the issue price of one Share). You will not receive a refund of this amount, which will always be less than the issue price of one Share.

3 A$30,000 maximum

In order to comply with ASIC Instrument 2019/547, the maximum value of Shares each Eligible Shareholder (irrespective of the size of their shareholding) may apply for under this SPP is A$30,000 (including through joint holding(s), multiple share accounts or any holding in which they have a beneficial interest/s). This limit will apply even if you receive more than one offer from Podium (for example, because you are a joint holder of shares or because you hold more than one shareholding under separate share accounts).

4 Effect of Making an Application

(a) If you make an Application, by making payment, unless otherwise agreed to by Podium:

  (i) you have read and accepted these SPP Terms and Conditions in full and you declare that all details and statements in your Online Application are true and complete and not misleading;

  (ii) you declare that you were the registered holder(s) at the Record Date of the Shares indicated in the Online Application as being held by you on the Record Date;

  (iii) you acknowledge that you are an Eligible Shareholder using the unique Reference Number provided to you for the purposes of the SPP only;

  (iv) you irrevocably and unconditionally agree to these SPP Terms and Conditions, the terms of the Online Application and Podium's Constitution and agree not to do any act or thing that would be contrary to the spirit, intention or purpose of the SPP;

  (v) you declare you are over 18 years of age and have full legal capacity and power to perform all of your rights and obligations under the Online Application;

  (vi) you acknowledge your application is irrevocable and unconditional and cannot be varied;

(vii) you certify that the total of the application price for the following does not exceed A$30,000:

(A) the Shares the subject of your application;

(B) any other Shares in the class you applied for under the SPP; and

(C) any other Shares in the class which you have instructed a custodian to acquire on your behalf under the SPP;

(viii) you accept the risk associated with any refund that may be dispatched to your address or to your nominated bank account as shown on the register of members of Podium;

(ix) you acknowledge that no interest will be paid on any application monies held pending the issue of the Shares or subsequently returned to you for any reason;

(x) you authorise Podium, Podium's Registry and their respective officers or agents to do anything on your behalf necessary for new Shares to be issued to you, including to act on instructions of Podium's Registry upon using the contact details set out in your Online Application;

(xi) you acknowledge that the information contained in this SPP Booklet, the SPP Terms and Conditions and your Online Application is not investment advice nor a recommendation that new Shares are suitable for you given your investment objectives, financial situation or particular needs;

(xii) you acknowledge that this SPP Booklet is not a prospectus, does not contain all of the information that you may require in order to assess an investment in Podium and is given in the context of Podium's past and ongoing continuous disclosure announcements to ASX;

(xiii) you acknowledge that none of Podium or its respective related bodies corporate and affiliates and their respective directors, officers, partners, employees, representatives, agents, consultants or advisers guarantees the performance of Podium, nor do they guarantee the repayment of capital;

(xiv) you acknowledge that Podium is not liable for any exercise of its discretions referred to in this SPP Booklet;

(xv) you represent and warrant that the law of any place does not prohibit you from being given this Booklet and access to the Online Application, nor does it prohibit you from making an application for new Shares and that you are otherwise eligible to participate in the SPP;

(xvi) you represent that you are not in the United States and you are not acting for the account or benefit of a person in the United States (or in the event that you are acting for the account or benefit of a person in the United States, you are not participating in the SPP in respect of that person);

(xvii) you acknowledge that the Shares have not been, and will not be, registered under the U.S. Securities Act or the securities laws of any state or other jurisdiction of the United States, and accordingly, the Shares may not be offered, sold or resold, directly or indirectly, in the United States;

(xviii) you acknowledge that the Shares may only be offered and sold in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act) in reliance on Regulation S under the U.S. Securities Act;

(xix) you represent that you have not, and you agree that you will not, send this SPP Booklet or any other materials relating to the SPP to any person in the United States or to any person acting for the account or benefit of a person in the United States; and

(xx) you acknowledge and agree that if in the future you decide to sell or otherwise transfer the Shares, you will only do so in standard brokered transactions on the ASX (the regular way), where neither you nor any person acting on your behalf knows, or has reason to know, that the sale has been pre-arranged with, or the purchaser is, a person in the United States.

5 Issue price of Shares under the SPP

(a) Shareholders participating in the SPP will be able to purchase Shares at an issue price of A$0.034 per Share, which represents a:

(i) 17.1% discount to the closing price on ASX of the Shares on Monday, 11 August 2026, being the last trading day before the SPP was announced; and

(ii) 17.8% discount to the volume-weighted average price of Shares calculated over the last five trading days preceding the date the SPP was first announced, being Thursday, 13 August 2026.

(b) You agree to pay the issue price per Share for the number of Shares calculated under section 2(a) or, if there is a scale-back, the number of Shares calculated under section 7.

(c) You acknowledge the risk that the market price of Shares may change (i.e., rise or fall) between the date of this SPP Booklet and the date the Shares are issued to you under the SPP, which may mean that the issue price you pay for the Shares may exceed or be less than the market price of the Shares on the Issue Date.

6 The Shares

Shares issued under the SPP will rank equally in all respects with existing Shares quoted on the ASX, with the same voting rights, dividend rights and other entitlements.

7 Oversubscriptions, Scale-back and Shortfall

(a) Podium is targeting to raise up to approximately A$4 million under the SPP. However, Podium may decide to accept applications (in whole or in part) that result in the SPP raising more than that target amount at its absolute discretion, subject to the limits prescribed in the ASX Listing Rules.

(b) Podium may in its absolute discretion allocate to you less than the number of Shares you have applied for. If there is a scale-back, it is Podium's intention that each applicant will be treated equally and will be scaled-back pro-rata based on their shareholding as at the Record Date (subject to any minimum dollar allocation determined by Podium at its absolute discretion). When determining the amount (if any) by which to scale back an application, Podium may take into account a number of factors, including the size of an applicant's shareholding, the extent to which Eligible Shareholders have sold or bought additional shares after the Record Date and the date an application was made.

(c) If there is a scale-back, you may receive less than the parcel of Shares for which you have applied. If a scale-back produces a fractional number of Shares when applied to your parcel, the number of new Shares you will be allocated will be rounded down to the nearest whole number of new Shares.

(d) In the event of a scale-back the difference between the application monies received, and the number of new Shares allocated to you multiplied by the issue price, will be refunded to you without interest by direct deposit (to your nominated account as recorded on the register of Podium), as soon as practicable following the issue of the Shares.

(e) If there is a Shortfall in the subscription for new Shares under the SPP, the Underwriter has agreed to subscribe for or procure subscriptions for any new Shares not taken up in the SPP, up to A$4 million, subject to the terms and conditions of the Underwriting Agreement (defined below), the ASX Listing Rules and the Corporations Act.

8 Underwriting Agreement

Podium has entered into an underwriting agreement with Leeuwin, who is acting as joint lead manager with Cumulus Wealth Pty Ltd (ACN 634 297 279) and underwriter to the SPP, ("**Underwriting Agreement**") pursuant to which the Leeuwin has, subject to customary conditions precedent, agreed to underwrite the SPP up to A$4 million at the issue price of $0.034 per new Share, subject to the terms of conditions of the Underwriting Agreement.

The underwriting only relates to the targeted raise of A$4 million (before costs), not to any oversubscriptions that may be accepted. This means, for example, that if A$4 million or more (before costs) is raised from Eligible Shareholders who accept the SPP and which acceptances Podium approves and issues new Shares for, then no new Shares will be issued to the Underwriter.

The Underwriter has entered into a sub-underwriting agreement with Company Chair, Neal Froneman (**Mr Froneman**), pursuant to which Mr Froneman has, agreed to sub-underwrite the SPP to an aggregate of A$200,000, subject to Podium obtaining shareholder approval under ASX Listing Rule 10.11 (**Sub-Underwriting Agreement**).

If Podium does not obtain the shareholder approval required under ASX Listing Rule 10.11 for the issue of Shares to Mr Froneman, Mr Froneman's obligation under the Sub-Underwriting Agreement to subscribe for A$200,000 of the Shortfall will not take effect and will lapse. This means that the underwriting will not be available to cover the Shortfall, and there is no guarantee that Podium will otherwise raise the full A$4 million target amount under the SPP. Any Shortfall that remains uncovered following completion of the SPP may be issued (in whole or in part) by Podium to other subscribers under its available placement capacity, as contemplated by section 7(e)) above, or Podium may elect not to issue some or all of the Shortfall Shares, in each case at its absolute discretion.

Pursuant to the Underwriting Agreement, the Underwriter can terminate the underwriting in certain circumstances, including (among other events) where: a condition precedent is not fulfilled or waived; the SPP does not comply with applicable laws or disclosure requirements; a statement in the SPP Booklet is or becomes misleading or deceptive or there is a material omission; the Company is prevented from issuing the new Shares or withdraws the SPP; there is a significant fall in the All Ordinaries Index or Podium's Share price; the Shares cease to be quoted on ASX or quotation of the Shares is not granted; the occurrence or escalation of hostilities or a major terrorist act in certain specified countries; a material adverse change occurs in the financial position, business or operations of the Company or its subsidiaries; a default or breach by Podium under the Underwriting Agreement; a prescribed occurrence or event of insolvency occurs; a change in the composition of the Board, senior management or major shareholdings of Podium; a change in law or government policy; a delay in the timetable beyond specified thresholds; or a suspension or material limitation in trading on ASX or a material adverse change or disruption in financial markets, political or economic conditions in certain specified jurisdictions.

In consideration for the Underwriter’s underwriting services, Podium has agreed (pursuant to the Underwriting Agreement) to pay or issue (as applicable) to the Underwriter an amount equal to 6%

of the proceeds of the SPP (comprising a 4% selling and underwriting fee and a 2% management fee).

The Underwriting Agreement also contains a number of representations and warranties from Podium and the Underwriter, and undertakings and indemnities given by Podium in favour of the Underwriter and its officers, employees, agents and advisers, that are considered standard for an agreement of this type. The underwriting is proposed to occur within Podium's ASX Listing Rule 7.1 placement capacity. It is not anticipated that the SPP will have a material impact on the control of Podium.

9 Costs of Participation

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

10 Timetable

(a) Subject to section 10(b):

Event	Date (and time if relevant)
Record Date	5.00pm (AWST) on Wednesday, 12 August 2026
Opening Date	9.00am (AEST) on Friday, 14 August 2026
Closing Date	5.00pm (AWST) on Friday, 28 August 2026 **If Podium does not receive an Online Application or payment before the SPP Closing Date, Podium reserves the right to return any payment and not issue any Shares to the shareholder.**
Results Announcement	By Friday, 4 September 2026 The number of Shares to be issued and, if applicable, any scale-back will be announced to the ASX by this date.
Issue Date	By Friday, 4 September 2026 Podium proposes to issue the Shares by this date.
Quotation of new Shares on ASX	Monday, 7 September 2026
Dispatch of SPP holding statements	5.00pm (AWST) on Tuesday, 8 September 2026 The date on which transaction confirmations are sent to Eligible Shareholders and, if applicable, a direct credit deposit to your nominated account is made or refund cheque is dispatched, is expected to be no later than this date.

(b) Podium may vary any of the above dates in section 10(a) at its discretion (even if the offer has opened, or Online Applications or payments have been received) by lodging a revised timetable with ASX.

11 New Zealand

The new Shares are not being offered or sold to the public within New Zealand other than to existing shareholders of the Company with registered addresses in New Zealand to whom the offer of the new Shares is being made in reliance on the *Financial Markets Conduct (Incidental Offers) Exemption Notice 2021*. This document has not been registered, filed with or approved by any New Zealand regulatory authority under the *Financial Markets Conduct Act 2013*. This document is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

12 Foreign Jurisdictions

This SPP Booklet and the Online Application do not constitute an offer in any place in which, or to any person to whom, it would not be lawful to make such an offer. No action has been taken to register or qualify the Shares, or to otherwise permit an offering of Shares, outside Australia and New Zealand. Unless prior consent from Podium is obtained, the Shares may not be offered in a jurisdiction outside Australia and New Zealand where such an offer is not made in accordance with the laws of that place.

The distribution of this SPP Booklet in jurisdictions outside Australia or New Zealand may be restricted by law and therefore persons who come into possession of this document outside Australia or New Zealand should seek advice on and observe any such restrictions. A failure to comply with these restrictions may constitute a violation of applicable securities laws.

It is the responsibility of any applicant to ensure compliance with any laws of the country relevant to their application. Return of a duly completed Online Application and/or payment of application monies will be taken by Podium to constitute a representation that there has been no breach of such laws.

Nominees and custodians may not distribute this SPP Booklet, and may not permit any beneficial shareholder to participate in the SPP, in any country outside Australia or New Zealand, without Podium's consent.

Podium is not extending the SPP to Ineligible Shareholders having regard to the cost of complying with legal and regulatory obligations, the number of Ineligible Shareholders, and the number and value of Shares which could be offered to Ineligible Shareholders. Where this SPP Booklet has been dispatched to Ineligible Shareholders, it is provided for information purposes only.

13 Podium Determination Final

Podium may determine in any manner it thinks fit, any difficulties, anomalies or disputes that may arise in connection with or by reason of the operation of the SPP and the decision of Podium will be conclusive and binding on all participants and other persons to whom the determination relates.

14 Waiver, Amendment, Suspension and Withdrawal

Podium may, at its discretion, waive compliance with any provision of these SPP Terms and Conditions, amend or vary these SPP Terms and Conditions, or suspend or withdraw the offer at any time. Any such waiver, amendment, variation, suspension or withdrawal will be binding on all Eligible Shareholders even where Podium does not notify you of the event.

15 Governing Law

These SPP Terms and Conditions are governed by the laws in force in Western Australia.

16 Privacy policy

(a) Chapter 2C of the Corporations Act requires information about you as a shareholder (including your name, address and details of the shares you hold) to be included in the public register of the entity in which you hold shares. This information must continue to be included in the public register if you cease to be a shareholder. The *Privacy Amendment (Private Sector) Act 2000* (Cth) does not alter these statutory obligations.

(b) Podium and Podium's Registry, Automic, may collect personal information to process your application and implement the SPP, and to administer your shareholding.

(c) The personal information contained in the register of members of Podium is also used to facilitate payments and corporate communications (including financial results, annual reports and other information to be communicated to shareholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the *Corporations Act 2001* (Cth).

(d) The personal information we collect may include your name, address, other contact details, bank account details and details of your Podium shareholding.

(e) Podium shareholders who are individuals and the other individuals in respect of whom personal information is collected, as outlined above, have certain rights to access, correct or update the personal information held about them, subject to some exceptions allowed by law. Such individuals should contact the Registry on 1300 288 664 (within Australia) or +61 2 9698 5414 (outside Australia) in the first instance if they wish to request access to that personal information. Reasons will be given if access is denied.

(f) Your personal information may be disclosed to joint investors, registry, to securities brokers, to third party service providers (including print and mail service providers, technology providers, and professional advisors), to related entities of Podium and each of their agents and contractors, and to ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Taxation Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom we will disclose your personal information may be located overseas.

(g) The main consequence of not providing the personal information outlined in sections 16(a) to 16(d) above would be that Podium may be hindered in, or prevented from, processing your application, and from conducting and implementing the SPP.

(h) Podium's Registry's privacy policy is available on their website: https://www.automicgroup.com.au/privacy-policy/.

17 Other terms and conditions

Shareholders will be bound by the Constitution of Podium and these SPP Terms and Conditions by accepting the offer to acquire Shares under the SPP.

Glossary

The following definitions apply throughout this SPP Booklet unless the context requires otherwise.

AEST	means Australian Eastern Standard Time, being the time in Sydney, New South Wales.
ASIC	means the Australian Securities & Investments Commission.
ASIC Instrument 2019/547	means ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547.
ASX	means ASX Limited (ACN 008 624 691) or the market operated by it, as the context requires.
ASX Listing Rules	means the listing rules of ASX.
Automic	means Automic Pty Ltd (ACN 152 260 814).
AWST	means Australian Western Standard Time, being the time in Perth, Western Australia.
Company	means Podium Minerals Limited (ACN 009 200 079).
Closing Date	means 5.00pm (AWST) on Friday, 28 August 2026 (or such other date as Podium determines).
Constitution	means the Constitution of Podium.
Corporations Act	means the Corporations Act 2001 (Cth).
Custodian	means a custodian, trustee or nominee within the definition of "custodian" in *ASIC Corporations (Share and Interest Purchase Plans) Instrument* 2019/547.
Custodian Certificate	has the meaning given in clause 1(h) of the SPP Terms and Conditions.
Dollars, A$ or $	means Australian dollars.
Downstream Custodian	means another Custodian on whose behalf a Custodian holds Shares, who holds the beneficial interests in Shares on behalf of one or more persons.
Eligible Shareholder	has the meaning in Section 1(a) of the SPP Terms and Conditions.
Ineligible Shareholder	means a Shareholder who is not an Eligible Shareholder.
Issue Date	means by Friday, 4 September 2026.
Joint Lead Managers	means Leeuwin Wealth Pty Ltd (ACN 679 320 720) and Cumulus Wealth Pty Ltd (ACN 634 297 279)
Online Application	means an application for Shares under the SPP made through investor.automic.com.au/#/home.
Opening Date	means 9.00am (AEST) on Friday, 14 August 2026.
Podium	means Podium Minerals Limited (ACN 009 200 079).
Record Date	means 5.00pm (AWST) on Wednesday, 12 August 2026.
Registry	means Automic Pty Ltd (ACN 152 260 814).
Share or Shares	means a fully paid ordinary share in Podium.

Shareholder(s)	means holder(s) of Shares.
Share Purchase Plan or SPP	means this Share Purchase Plan being offered to Eligible Shareholders under this SPP Booklet.
Shortfall	means the amount by which applications received under the SPP are less than the target raise of A$4 million.
SPP Booklet	means this booklet.
SPP Terms and Conditions	means the terms and conditions of the SPP set out in this SPP Booklet, including this Glossary and the Online Application.
United States or U.S.	means the United States of America, its territories and possessions, any State of the United States of America and the District of Columbia.
US Securities Act	means the United States Securities Act of 1933, as amended.

Corporate Directory

Podium Minerals Limited
(ACN 009 200 079)

Level 4, 682 Murray Street
West Perth, WA 6005
Telephone: +61 8 9218 8878

www.podiumminerals.com

Legal Adviser

Clayton Utz
Level 27, QV1 Building
250 St Georges Terrace
Perth, Western Australia 6000

Registry

Automic Pty Ltd
Level 5, 191 St Georges Terrace
Perth, WA 6000
Telephone: 1300 288 664
www.automicgroup.com.au