ENVIRONMENTAL CLEAN TECHNOLOGIES LIMITED

TECHNOLOGIES LIMITED

ENVIRONMENTAL CLEAN TECHNOLOGIES LIMITED
ACN 009 120 405

Notice of Extraordinary General Meeting

Explanatory Statement and Proxy Form

Date of Meeting:
Thursday, 22 October 2026

Time of Meeting:
10.00am (AEDT)

Location:
Suite 1, Level 6, 350 Collins Street, Melbourne VIC 3000

This Notice of Extraordinary General Meeting and Explanatory Statement should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their accountant, solicitor or other professional advisor without delay.

ENVIRONMENTAL CLEAN TECHNOLOGIES LIMITED

ACN 009 120 405
Registered office: Level 21, 459 Collins Street, Melbourne Victoria 3000

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is hereby given that the extraordinary general meeting of Shareholders of Environmental Clean Technologies Limited (the "Company") will be held on Thursday, 22 October 2026 at 10.00am (AEDT) at Suite 1, Level 6, 350 Collins Street, Melbourne VIC 3000 ("Meeting").

Shareholders are encouraged to submit their proxies as early as possible, and in any event, prior to the cut-off date for proxy voting as set out in the Notice. To lodge your Proxy Form, please follow the directions on your personalised Proxy Form.

Shareholders attending the Meeting will be able to ask questions and the Company has made provisions for Shareholders who register their attendance before the start of the Meeting to also cast their votes on the proposed Resolutions at the Meeting.

As noted previously, the Company strongly recommends its Shareholders lodge a directed Proxy Form as soon as possible in advance of the Meeting. The Company will conduct a poll on each Resolution presented at the Meeting. The Company will accept questions during the Meeting either by submitting a question through the Q&A box located on screen or by raising the hand function also located on screen, at which point the Company will allow your question verbally.

The Company is happy to accept and answer questions submitted prior to the Meeting by email to the Company Secretary, Ju-Yup (Jonathan) Lee at jonathan@jmcorp.com.au. The Company will address relevant questions during the Meeting or by written response after the Meeting (subject to the discretion of the Company not to respond to unreasonable and/or offensive questions).

Any Shareholders who wish to attend the Meeting should monitor the Company's website and its ASX announcements for any updates about the Meeting. If it becomes necessary or appropriate to make alternative arrangements for the holding or conducting of the Meeting, the Company will make further information available through the ASX website at asx.com.au (ASX: ECT) and on its website at https://ectltd.com.au/.

AGENDA

The Explanatory Statement and Proxy Form, which accompany and form part of this Notice, include defined terms and describe in more detail the matters to be considered. Please consider this Notice, the Explanatory Statement and the Proxy Form in their entirety.

ORDINARY BUSINESS

1. Resolution 1: Issue of 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 60,000,000 Shares to Xenica Shareholders (and/or their respective nominee(s)), on the terms and conditions in the Explanatory Statement."

2. Resolution 2: Ratification of Tranche 1 Placement Shares issued under Listing Rule 7.1

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 prior issue of 52,825,885 Shares issued under Listing Rule 7.1 at an issue price of $0.12 per Share, on the terms and conditions in the Explanatory Statement."

3. Resolution 3: Ratification of Tranche 1 Placement Shares issued under Listing Rule 7.1A

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 prior issue of 35,883,923 Shares issued under Listing Rule 7.1A at an issue price of $0.12 per Share, on the terms and conditions in the Explanatory Statement."

4. Resolution 4: Issue of 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 11,290,192 Shares at an issue price of $0.12 per Share, on the terms and conditions in the Explanatory Statement."

5. Resolution 5: Issue of Placement Options

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

*"That, subject to and conditional upon the passing of Resolution 4, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 10,000,000 Options to Peloton Capital Pty Ltd and AE Advisors Group Pty Ltd (**Joint Lead Managers**) (and/or their nominee(s)), on the terms and conditions in the Explanatory Statement."*

6. Resolution 6: Issue of Options to Metallium Ltd

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 20,000,000 Options to Metallium Ltd (and/or its nominee(s)), on the terms and conditions in the Explanatory Statement."

7. Resolution 7: Ratification of Shares issued to Breakout Media Pty Ltd

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 prior issue of 1,000,000 Shares issued under Listing Rule 7.1 to Breakout Media Pty Ltd (and/or its nominee(s)), on the terms and conditions in the Explanatory Statement."

By order of the Board

Jonathan Lee
Company Secretary

Dated: 14 September 2026

8. Notes

8.1 Entire Notice

The details of the Resolutions contained in the Explanatory Statement accompanying this Notice of Meeting should be read together with, and form part of, this Notice.

8.2 Record Date

The Company has determined that for the purposes of the Meeting, Shares will be taken to be held by the persons who are registered as holding the Shares at 7.00pm (AEDT) on the date 48 hours before the date of the Meeting. Only those persons will be entitled to vote at the Meeting and transfers registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting.

8.3 Proxies

All voting will be conducted by poll.

The Directors instruct all Shareholders who would like to appoint a proxy to lodge a Proxy Form prior to Tuesday, 20 October 2026 at 10.00am (AEDT). Please refer to the accompanying Proxy Form for further details on how to appoint a proxy.

Shareholders are strongly urged to appoint the Chair as their proxy. Shareholders can complete the Proxy Form to provide specific instructions on how a Shareholder's vote is to be cast on each item of business, and the Chair must follow your instructions. Lodgement instructions (which include the ability to lodge proxies online) are set out in the Proxy Form attached to the Notice. If a person other than the Chair is appointed as proxy, the proxy will revert to the Chair in the absence of the appointed proxy holder's attendance at the Meeting.

8.4 Asking questions

A discussion will be held on all items of business to be considered at the Meeting. Shareholders will have a reasonable opportunity to ask questions during the Meeting.

To ensure that as many Shareholders as possible have the opportunity to speak, we ask that all Shareholders observe the following when asking questions:

(a) all Shareholder questions should be stated clearly and should be relevant to the business of the Meeting;

(b) if a Shareholder has more than one question on an item, all questions should be asked at the one time; and

(c) Shareholders should not ask questions at the Meeting regarding personal matters or those that are commercial in confidence.

If you wish to register questions in advance of the Meeting, you are invited to do so by sending your questions at least two business days prior to the Meeting by email to jonathan@jmcorp.com.au. We will attempt to address the more frequently asked questions at the Meeting.

8.5 Corporate Representative

Any corporate Shareholder who has appointed a person to act as its corporate representative at the Meeting should provide that person with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as that company's representative. The authority may be sent to the Company and/or registry in advance of the Meeting or handed in at the Meeting when registering as a corporate representative.

8.6 How the Chair will vote undirected proxies

Subject to the restrictions set out below, the Chair of the Meeting intends to vote all undirected proxies on, and in favour of, all of the proposed Resolutions.

If the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on any of the Resolutions by signing and returning the Proxy Form, you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even if the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

8.7 Voting Exclusion Statement

The Corporations Act and the Listing Rules require that certain persons must not vote, and that the Company must disregard any votes cast by or on behalf of certain persons, on the Resolutions to be considered at the Meeting. These voting exclusions are described below.

Resolution 1

The Company will disregard any votes cast in favour of this Resolution by or on behalf of the Xenica Shareholders (and/or their respective nominee(s)), or a person who will obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity) or their associates.

However, this does not apply to a vote cast in favour of the 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.

Resolution 2

The Company will disregard any votes cast in favour of this Resolution by or on behalf of persons who participated in the issue of Shares pursuant to the Tranche 1 Placement or associates of any of those persons.

However, this does not apply to a vote cast in favour of the 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.

Resolution 3

The Company will disregard any votes cast in favour of this Resolution by or on behalf of persons who participated in the issue of Shares pursuant to the Tranche 1 Placement or associates of any of those persons.

However, this does not apply to a vote cast in favour of the 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.

Resolution 4

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity) or an associate of that person or persons.

However, this does not apply to a vote cast in favour of the 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.

Resolution 5

The Company will disregard any votes cast in favour of this Resolution by or on behalf of the Joint Lead Managers (and/or its nominee(s)) or a person who will obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity) or their associates.

However, this does not apply to a vote cast in favour of the 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.

Resolution 6

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Metallium Ltd (and/or its nominee(s)) or a person who will obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity) or their associates.

However, this does not apply to a vote cast in favour of the 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.

Resolution 7

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Breakout Media Pty Ltd (and/or its nominee(s)) or their associates.

However, this does not apply to a vote cast in favour of the 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.

8.8 Enquiries

Shareholders are invited to contact the Company Secretary, Jonathan Lee on (03) 8360 3321 if they have any queries in respect of the matters set out in these documents.

EXPLANATORY STATEMENT

9. Resolution 1: Issue of Consideration Shares

9.1 Background

In August 2026, the Company entered into a binding share purchase agreement (**Share Purchase Agreement**) to acquire 100% of the issued share capital in Xenica Materials Pty Ltd (**Xenica**) from Xenica's shareholders (**Xenica Shareholders**) (the **Acquisition**). Xenica holds an exclusive licence from William Marsh Rice University (**Rice University** or **Rice**), through its wholly owned subsidiary, to use Rice's proprietary Flash Joule Heating (**FJH**) technology for the production of MXenes and two-dimensional amorphous carbon. Completion of the Acquisition is subject to, amongst other matters, Shareholder approval of Resolution 1.

Pursuant to the Share Purchase Agreement, the Company will issue an aggregate of 60,000,000 Shares to the Xenica Shareholders as consideration for the Acquisition (**Consideration Shares**).

The Consideration Shares are subject to a 6-month voluntary escrow period commencing from the date of issue. Refer to the Company's ASX announcement on 4 August 2026 for further details on the Share Purchase Agreement. The material terms of the Share Purchase Agreement are detailed in Schedule 2.

9.2 General

Resolution 1 seeks Shareholder approval for the issue of the Consideration Shares to the Xenica Shareholders.

Resolution 1 is an ordinary resolution.

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

9.3 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 securities it had on issue at the start of that period (**15% Placement Capacity**).

The issue of the Consideration Shares pursuant to Resolution 1 was stated in the Share Purchase Agreement as being subject to Shareholder approval. Therefore, Shareholder approval is required for the issue of the Consideration Shares in accordance with Listing Rule 7.1.

If Resolution 1 is passed, the Company will be able to issue the Consideration Shares to the Xenica Shareholders pursuant to the Share Purchase Agreement.

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

9.4 Specific information required by Listing Rule 7.3

The following information in relation to Resolution 1 is provided to Shareholders for the purposes of Listing Rule 7.3:

(a) the Consideration Shares will be issued to the Xenica Shareholders (and/or their respective nominee(s));

(b) the maximum number of Shares that the Company may issue to the Xenica Shareholders (and/or their respective nominee(s)) is 60,000,000 Shares pursuant to Resolution 1;

(c) the Consideration Shares will be fully paid ordinary shares in the capital of the Company and will rank equally in all respects with the Company's existing Shares on issue;

(d) the Consideration Shares will be issued no later than three months following the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);

(e) no funds will be raised from the issue of the Consideration Shares;

(f) the Consideration Shares will be issued as consideration for the Acquisition, pursuant to the Share Purchase Agreement. The material terms of the Share Purchase Agreement are detailed in Schedule 2;

(g) the Consideration Shares have a deemed issue price of $0.12 per Share; and

(h) a voting exclusion statement is included in the Notice for Resolution 1.

9.5 Board Recommendation

The Board recommends that Shareholders vote in favour of Resolution 1.

10. Resolutions 2 to 4: Ratification of Tranche 1 Placement Shares issued under Listing Rules 7.1 and 7.1A and Issue of Tranche 2 Placement Shares

10.1 Background

On 4 August 2026, the Company announced that it had received firm commitments for a two-tranche placement of 100 million shares (**Placement Shares**) to sophisticated, professional and institutional investors at $0.12 per Share to raise a total of $12 million (before costs) (**Placement**).

(a) Tranche 1: a placement of 52,825,885 Shares utilising the Company's existing placement capacity pursuant to Listing Rule 7.1 (which shareholder ratification is being sought pursuant to Resolution 2) and 35,883,923 Shares utilising the Company's existing placement capacity pursuant to Listing Rule 7.1A (which shareholder ratification is being sought pursuant to Resolution 3) (**Tranche 1 Placement Shares**) to raise $10,645,177 (before costs) (**Tranche 1 Placement**); and

(b) Tranche 2: a placement of 11,290,192 Shares (**Tranche 2 Placement Shares**) to raise $1,354,823 (before costs), subject to Shareholder approval (which approval is being sought pursuant to Resolution 4) (**Tranche 2 Placement**).

The Tranche 1 Placement Shares were issued on 18 August 2026.

The investors who have participated, or will be participating in, the Placement include various new and existing sophisticated, professional and institutional investors identified by the Joint Lead Managers.

The funds raised from the Placement will be used to accelerate commercialisation of the FJH platform, support PFAS remediation and MXene manufacturing capability, and for general working capital.

10.2 General

Resolutions 2 and 3 seek Shareholder ratification and approval pursuant to Listing Rule 7.4 (and for all other purposes) for the prior issue of the Tranche 1 Placement Shares.

Resolution 4 seeks Shareholder approval pursuant to Listing Rule 7.1 (and for all other purposes) for the proposed issue of the Tranche 2 Placement Shares.

Resolutions 2 to 4 are ordinary resolutions.

The Chair intends to exercise all available undirected proxies in favour of Resolutions 2 to 4.

10.3 Listing Rules 7.1, 7.1A and 7.4

Refer to Section 9.3 for a summary of Listing Rule 7.1.

In addition to its 15% Placement Capacity, under Listing Rule 7.1A, an eligible entity can seek approval from its shareholders by way of a special resolution passed at its annual general meeting to increase the 15% limit under Listing Rule 7.1 by an extra 10% to 25% (**10% Placement Capacity**). Shareholders approved this additional capacity at the Company's last annual general meeting in 2025.

Listing Rule 7.4 provides that if the Company in general meeting ratifies the previous issue of Equity Securities made pursuant to Listing Rule 7.1 or Listing Rule 7.1A (and provided that the previous issue did not breach Listing Rule 7.1 or Listing Rule 7.1A) those Equity Securities will be deemed to have been made with Shareholder approval for the purpose of Listing Rule 7.1 or Listing Rule 7.1A.

The Company wishes to retain as much flexibility as possible to issue additional Equity Securities into the future up to the 15% Placement Capacity set out in Listing Rule 7.1 and the 10% Placement Capacity set out in Listing Rule 7.1A, without having to obtain prior Shareholder approval under those rules.

If Resolutions 2 and 4 are passed, the issue of the 64,116,077 shares the subject of Resolution 2 and the Tranche 2 Placement Shares will be excluded in calculating the Company's 15% limit under Listing Rule 7.1, effectively increasing the number of Equity Securities the Company can issue without Shareholder approval for the 12-month period following the date of issue of those shares.

If Resolutions 2 and 4 are not passed, the issue of the 64,116,077 shares the subject of Resolution 2 and the Tranche 2 Placement Shares will 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 without Shareholder approval for the 12-month period following the date of issue of those shares.

If Resolution 3 is passed, the issue of the 35,883,923 shares the subject of Resolution 3 will be excluded in calculating the Company's 10% limit under Listing Rule 7.1A, effectively increasing the number of Equity Securities the Company can issue without Shareholder approval for the 12-month period following the date of the Company's last annual general meeting at which Shareholders approved the 10% Placement Capacity.

If Resolution 3 is not passed, the issue of the 35,883,923 shares the subject of Resolution 3 will be included in calculating the Company's 10% limit under Listing Rule 7.1A, effectively decreasing the number of Equity Securities the Company can issue without Shareholder approval for the 12-month period following the date of the Company's last annual general meeting at which Shareholders approved the 10% Placement Capacity.

10.4 Specific information required by Listing Rule 7.3

The following information in relation to Resolution 4 is provided to Shareholders for the purposes of Listing Rule 7.3:

(a) the Tranche 2 Placement Shares are proposed to be issued (subject to Shareholder approval) to new and existing sophisticated, professional and institutional investors identified by the Joint Lead Managers. None of the investors under the Tranche 2 Placement will be a related party of the Company, a member of the Key Management Personnel, or an associate of any of those persons;

(b) the maximum number of Tranche 2 Placement Shares that the Company may issue to the Tranche 2 Placement participants is 11,290,192 Shares pursuant to Resolution 4;

(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 three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);

(e) the Tranche 2 Placement Shares will be issued at an issue price of $0.12 per Share;

(f) funds raised from the Tranche 2 Placement will be used to accelerate commercialisation of the FJH platform, support PFAS remediation and MXene manufacturing capability, and for general working capital;

(g) the Tranche 2 Placement Shares will be issued under firm commitment letters pursuant to which the participants have agreed to subscribe for the relevant Shares at an issue price of $0.12 per Share; and

(h) a voting exclusion statement is provided in the Notice for Resolution 4.

10.5 Specific information required by Listing Rule 7.5

The following information in relation to Resolutions 2 and 3 is provided to Shareholders for the purposes of Listing Rule 7.5:

(a) the Tranche 1 Placement Shares were issued to new and existing sophisticated, professional and institutional investors identified by the Joint Lead Managers. None of the investors under the Tranche 1 Placement were a related party of the Company, a member of the Key Management Personnel, or an associate of any of those person;

(b) the Tranche 1 Placement Shares were issued as follows:

1) 52,825,885 Placement Shares were issued pursuant to the Company's 15% Placement Capacity under Listing Rule 7.1, ratification of which is sought pursuant to Resolution 2; and

2) 35,883,923 Placement Shares were issued pursuant to the Company's 10% Placement Capacity under Listing Rule 7.1A, ratification of which is sought pursuant to Resolution 3;

(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 18 August 2026;

(e) the Tranche 1 Placement Shares were issued at an issue price of $0.12 per Share;

(f) funds raised from the Tranche 1 Placement will be used to accelerate commercialisation of the FJH platform, support PFAS remediation and MXene manufacturing capability, and for general working capital;

(g) the Placement Shares were issued under firm commitment letters pursuant to which the participants have agreed to subscribe for the relevant Shares at an issue price of $0.12 per Share; and

(h) a voting exclusion statement is provided in the Notice for Resolutions 2 and 3.

10.6 Board recommendation

The Board recommends that Shareholders vote in favour of Resolutions 2 to 4.

11. Resolution 5: Issue of Placement Options

11.1 Background

Refer to Section 10.1 for details of the Placement.

In connection with the Placement, the Company will, subject to Shareholder approval, issue to the Joint Lead Managers (and/or their nominee(s)) up to 10,000,000 Options, each with an exercise price of $0.18, expiring two years from the date of issue (**Placement Options**).

11.2 General

Resolution 5 seeks Shareholder approval for the issue of the Placement Options to the Joint Lead Managers.

The terms and conditions of the Placement Options are detailed in Schedule 3.

Resolution 5 is an ordinary resolution and is subject to the Shareholders approving Resolution 4.

The Chair intends to exercise all available undirected proxies in favour of Resolution 5.

11.3 Listing Rule 7.1

Refer to Section 9.3 for a summary of Listing Rule 7.1.

If Resolution 5 is passed, the Company will be able to issue the Placement Options to the Joint Lead Managers (and/or its nominee(s)).

If Resolution 5 is not passed, the Company will not be able to issue the Placement Options to the Joint Lead Managers (and/or its nominee(s)).

11.4 Specific information required under Listing Rule 7.3

The following information in relation to Resolution 5 is provided to Shareholders for the purposes of Listing Rule 7.3:

(a) the maximum number of Options to be issued to the Joint Lead Managers (and/or their nominee(s)) is 10,000,000 Options;

(b) the Placement Options will be issued no later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);

(c) the Placement Options will be issued for nil cash consideration and no funds are being raised from the issue;

(d) the Placement Options will have an exercise price of $0.18 and will expire two years from the date of issue;

(e) the Shares to be issued on exercise of the Placement Options will be fully paid ordinary shares in the capital of the Company and rank equally in all respect with the existing Shares on issue;

(f) the Placement Options will have the terms and conditions in Schedule 3;

(g) the Company will not raise any funds through the issue of the Placement Options;

(h) the Placement Options are to be issued as part consideration for the Joint Lead Managers providing lead manager services to the Company in respect of the Placement. Under the joint lead manager mandate, the Company agreed to pay the Joint Lead Managers a capital raising fee of 6% of the amount raised under the Placement and agreed to issue the Placement Options to the Joint Lead Managers. The mandate also contains warranties and indemnities given by the Company to the Joint Lead Managers, which are considered standard for agreements of this nature; and

(i) a voting exclusion statement is provided in the Notice for Resolution 5.

11.5 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 5.

12. Resolution 6: Issue of Options to Metallium Ltd

12.1 Background

On 4 August 2026, the Company announced that it had entered into a 12-month research & development and engineering agreement with Metallium Ltd (**Metallium**) and its wholly owned subsidiary Flash Metals USA Inc. (**Engineering Agreement**), under which Metallium will assist ECT to progress the development of its MXene production technology at Metallium's 'Gator Point' Facility in Chambers County, Texas. Gator Point is Metallium's first commercial FJH Technology Campus, where reactor operations have been successfully commissioned, validated and are supporting the deployment of Metallium's proprietary FJH platform for critical metal recovery.

Pursuant to the Engineering Agreement, the Company will, subject to shareholder approval, issue to Metallium (and/or its nominee(s)) up to 20,000,000 Options, each with an exercise price of A$0.18, expiring 12 months from the date of issue (**Metallium Options**).

12.2 General

Resolution 6 seeks Shareholder approval for the issue of the Metallium Options.

The terms and conditions of the Metallium Options are detailed in Schedule 4.

Resolution 6 is an ordinary resolution.

The Chair intends to exercise all available undirected proxies in favour of Resolution 6.

12.3 Listing Rule 7.1

Refer to Section 9.3 for a summary of Listing Rule 7.1.

If Resolution 6 is passed, the Company will be able to issue the Metallium Options to Metallium (and/or its nominee(s)).

If Resolution 6 is not passed, the Company will not be able to issue the Metallium Options to Metallium (and/or its nominee(s)).

12.4 Specific information required under Listing Rule 7.3

The following information in relation to Resolution 5 is provided to Shareholders for the purposes of Listing Rule 7.3:

(a) the maximum number of Options to be issued to Metallium (and/or its nominee(s)) is 20,000,000 Options;

(b) the Metallium Options will be issued no later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);

(c) the Metallium Options will be issued for nil cash consideration and no funds are being raised from the issue;

(d) the Metallium Options will have an exercise price of A$0.18 and will expire 12 months from the date of issue;

(e) the Shares to be issued on exercise of the Metallium Options will be fully paid ordinary shares in the capital of the Company and rank equally in all respect with the existing Shares on issue;

(f) the Metallium Options will have the terms and conditions in Schedule 4;

(g) the Company will not raise any funds through the issue of the Metallium Options;

(h) the Metallium Options are to be issued as part consideration pursuant to the Engineering Agreement for Metallium assisting the Company to progress the development of its MXene production technology at Metallium's 'Gator Point' Facility in Chambers County, Texas. The material terms of the Engineering Agreement are detailed in Schedule 5; and

(i) a voting exclusion statement is provided in the Notice for Resolution 6.

12.5 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 6.

13. Resolution 7: Ratification of Shares issued to Breakout Media Pty Ltd

13.1 Background

On 19 August 2026, the Company announced it had entered into a research services agreement with Breakout Media Pty Ltd (**Breakout Media**), under which Breakout Media will provide issuer-sponsored research, publication and investor distribution services to the Company for a fixed 12-month term (**Research Services Agreement**).

As partial consideration for the research, publication and investor distribution services, the Company issued 1,000,000 Shares to Breakout Media on 18 August 2026 (**Breakout Media Shares**). The Shares issued are subject to a 6-month voluntary escrow period commencing from the date of issue.

13.2 General

Resolution 7 seeks Shareholder ratification and approval pursuant to Listing Rule 7.4 for the prior issue of the Breakout Media Shares.

Resolution 7 is an ordinary resolution.

The Chair intends to exercise all available undirected proxies in favour of Resolution 7.

13.3 Listing Rule 7.4

Refer to Section 10.3 for a summary of Listing Rule 7.4.

If Resolution 7 is passed, the Breakout Media Shares will be excluded in calculating the Company's 15% Placement Capacity under Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the date of issue of the Breakout Media Shares.

If Resolution 7 is not passed, the Breakout Media Shares will be included in calculating the Company's 15% Placement Capacity under Listing Rule 7.1, effectively decreasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the date of issue of the Breakout Media Shares.

13.4 Specific information required under Listing Rule 7.5

The following information in relation to Resolution 5 is provided to Shareholders for the purposes of Listing Rule 7.5:

(a) the Breakout Media Shares were issued to Breakout Media. Breakout Media is not a related party of the Company, a member of the Key Management Personnel, or an associate of any of those persons;

(b) the Breakout Media Shares were issued pursuant to the Company’s 15% Placement Capacity under Listing Rule 7.1;

(c) the Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respect with the existing Shares on issue;

(d) the Breakout Media Shares were issued on 18 August 2026 and are subject to six months voluntary escrow;

(e) the Breakout Media Shares were issued for nil cash consideration and no funds are being raised from the issue;

(f) the Breakout Media Shares were issued as partial consideration pursuant to the Research Services Agreement. Pursuant to the terms of the Research Services Agreement, Breakout Media will provide research publication and investor distribution services to the Company, including the preparation of an initiation report and the distribution of research material, for a 12-month term commencing in August 2026, for total fees which comprise the issue of the Breakout Media Shares and a professional services fee of $2,000 per month during the term. The Research Services Agreement also contains representations and warranties, which are considered standard for agreements of this nature; and

(g) a voting exclusion statement is provided in the Notice for Resolution 7.

13.5 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 7.

Schedule 1
Glossary

The following terms have the following meanings in this Explanatory Statement:

"**$**" means Australian Dollars;

"**10% Placement Capacity**" has the meaning given in Section 10.3;

"**15% Placement Capacity**" has the meaning given in Section 9.3;

"**Acquisition**" has the meaning given in Section 9.1;

"**AEDT**" means Australian Eastern Daylight Time;

"**ASX**" means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires;

"**Board**" means the Directors acting as the board of Directors;

"**Breakout Media**" means Breakout Media Pty Ltd;

"**Breakout Media Shares**" has the meaning given in Section 13.1;

"**Chair**" means the person appointed to chair the Meeting of the Company convened by the Notice;

"**Company**" or "**ECT**" means Environmental Clean Technologies Limited ACN 009 120 405;

"**Consideration Shares**" has the meaning given in Section 9.1;

"**Corporations Act**" means the Corporations Act 2001 (Cth);

"**Director**" means a director of the Company;

"**Engineering Agreement**" has the meaning given in Section 12.1;

"**Equity Security**" has the same meaning as in the Listing Rules;

"**Explanatory Statement**" means the explanatory statement which forms part of the Notice;

"**FJH**" means Flash Joule Heating;

"**Joint Lead Managers**" means Peloton Capital Pty Ltd and AE Advisors Group Pty Ltd;

"**Key Management Personnel**" means persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any Director (whether executive or otherwise);

"**Listing Rules**" means the Listing Rules of the ASX;

"**Meeting**" has the meaning given in the introductory paragraph of the Notice;

"**Metallium**" means Metallium Ltd;

"**Metallium Options**" has the meaning given in Section 12.1;

"**Notice**" means this Notice of Meeting including the Explanatory Statement;

"**Option**" means an option to acquire a Share;

"**Placement**" has the meaning given in Section 10.1;

"**Placement Options**" has the meaning given in Section 11.1;

"**Placement Shares**" has the meaning given in Section 10.1;

"**Proxy Form**" means the proxy form attached to the Notice;

"**Research Services Agreement**" has the meaning given in Section 13.1;

"**Resolution**" means a resolution referred to in the Notice;

"**Rice University**" or "**Rice**" means William Marsh Rice University;

"**Section**" means a section of the Explanatory Statement;

"**Share**" means a fully paid ordinary share in the capital of the Company;

"**Shareholder**" means shareholder of the Company;

"**Share Purchase Agreement**" has the meaning given in Section 9.1;

"**Tranche 1 Placement**" has the meaning given in Section 10.1;

"**Tranche 1 Placement Shares**" has the meaning given in Section 10.1;

"**Tranche 2 Placement**" has the meaning given in Section 10.1;

"**Tranche 2 Placement Shares**" has the meaning given in Section 10.1;

"Xenica" means Xenica Materials Pty Ltd; and

"Xenica Shareholders" has the meaning given in Section 9.1.

Schedule 2
Material Terms of the Share Purchase Agreement

The material terms of the Share Purchase Agreement are summarised below:

1 Sellers

The sellers are the Xenica Shareholders (none of whom are related parties of the Company) (**Sellers**).

2 Buyer

The Buyer is Environmental Clean Technologies Limited (ACN 009 120 405) (**Buyer**).

3 Conditions Precedent

The conditions precedent to completion are (amongst other matters) as follows:

(a) the Buyer obtaining shareholder approval for the issue of the Consideration Shares;

(b) there having been no circumstances arising or existing as at the date of the Share Purchase Agreement and at any time from that date until completion which would constitute or give rise to a breach of any of the Sellers' warranties; and

(c) the Buyer undertaking, and receiving, valid applications and/or firm commitments in respect to the Placement,

(**Conditions Precedent**).

4 Completion

Completion will occur five (5) Business Days after the satisfaction or waiver of the last of any outstanding Conditions Precedent.

5 Consideration

The consideration payable by the Buyer to the Sellers for the shares in Xenica will be the issue of 60,000,000 Shares (**Consideration Shares**).

6 Escrow

The Consideration Shares will be escrowed for a six-month period commencing on the issue date of the Consideration Shares.

7 Exclusivity

Xenica and the Sellers must not:

(a) directly or indirectly solicit or encourage any expression of interest, offer or proposal by any person in relation to any competing transaction to the transaction contemplated by the Share Purchase Agreement, including by way of a share sale, the sale or purchase of assets, a joint venture or another transaction or arrangement (**Competing Proposal**); or

(b) directly or indirectly participate in any negotiations or discussions or provide or make available any information (including by the provision of access to information to perform due diligence) in relation to, or in response to, any Competing Proposal.

8 Other Terms

Customary terms for an agreement of this nature, including in relation to representations and warranties.

Schedule 3
Terms of the Placement Options

The terms and conditions of the Placement Options are summarised below:

1 Entitlement

Each Placement Option entitles the holder (**Holder**) to subscribe for one (1) Share upon exercise.

2 Exercise Price and Expiry Date

The exercise price of each Placement Option will be $0.18 (**Exercise Price**).

Each Placement Option will expire two (2) years from the date of issue (**Expiry Date**).

3 Exercise Period

Each Placement Option is exercisable at any time prior to the Expiry Date (**Exercise Period**). After this time, any unexercised Placement Options will automatically lapse.

4 Notice of Exercise

The Placement Options may be exercised by notice in writing to the Company (**Notice of Exercise**) and payment of the Exercise Price for each Placement Option being exercised. Any Notice of Exercise of a Placement Option received by the Company will be deemed to be a notice of the exercise of that Placement Option as at the date of receipt.

5 Timing of the issue of Shares on exercise and Quotation

Within five business days after the later of the following:

(a) receipt of a Notice of Exercise given in accordance with these terms and conditions and payment of the Exercise Price for each Option being exercised; and

(b) when excluded information in respect of the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information. If there is no such information, the relevant date will be the date of receipt of a Notice of Exercise as detailed in paragraph (A) above,

the Company will:

(a) allot and issue the Shares pursuant to the exercise of the Options;

(b) as soon as reasonably practicable and if applicable, give the ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and

(c) apply for Official Quotation of Shares issued pursuant to the exercise of the Options.

6 Shares issued on exercise

Shares issued on exercise of the Placement Options will rank equally with all existing Shares and are free of all encumbrances, liens and third-party interests.

7 Quotation of Shares

The Company will apply to ASX for official quotation of the Shares issued upon the exercise of the Placement Options.

8 Timing of Issue of Shares and Quotation of Shares on Exercise

Within five (5) business days after receipt of a Notice of Exercise given in accordance with these terms and conditions and payment of the applicable Exercise Price for each Placement Option being exercised, the Company will:

(a) allot and issue the number of Shares required under these terms and conditions in respect of the number of Placement Options specified in the Notice of Exercise and for which cleared funds have been received by the Company; and

(b) if admitted to the official list of ASX at the time, apply for official quotation on ASX of the Shares issued pursuant to the exercise of the Placement Options.

9 Participation in New Issues

A Holder is not entitled to:

(a) notice of, or to vote or attend at, a meeting of the Shareholders;

(b) receive any dividends declared by the Company; or

(c) participate in any new issues of securities offered to Shareholders during the term of the Placement Options,

unless and until the Placement Options are exercised and the Holder holds Shares.

10 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 upon the exercise of a Placement Option will be increased by the number of Shares which the Holder would have received if the Holder had exercised the Placement Option before the record date for the bonus issue; and

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

11 Adjustment for Rights Issue

If the Company makes an issue of Shares pro rata to existing shareholders (other than an issue in lieu of or in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of a Placement Option will be reduced according to the following formula:

$$O' = O - \frac{E[P - (S + D)]}{N + 1}$$

where:

O' = the new Exercise Price of the Placement Option.

O = the old Exercise Price of the Placement Option.

E = the number of underlying Shares into which one Placement Option is exercisable.

P = average market price per Share weighted by reference to volume of the underlying Shares during the five (5) trading days ending on the day before the ex rights date or ex entitlement date.

S = the subscription price of a Share under the pro rata issue.

D = the dividend due but not yet paid on the existing underlying Shares (except those to be issued under the pro rata issue).

N = the number of Shares with rights or entitlements that must be held to receive a right to one (1) new Share.

12 Adjustments for Reorganisation

If there is any reconstruction of the issued share capital of the Company, the rights of the Holder may be varied to comply with the Listing Rules that apply to the reconstruction at the time of the reconstruction.

13 Quotation of Placement Options

The Company does not intend to apply for Official Quotation of the Placement Options on the ASX.

14 Placement Options Transferable

The Placement Options are not transferable unless otherwise determined by the Board (subject to compliance with any applicable law).

Schedule 4
Terms of the Metallium Options

The terms and conditions of the Metallium Options are summarised below:

1 Entitlement

Each Metallium Option entitles the holder (**Holder**) to subscribe for one (1) Share.

2 Exercise Price and Expiry Date

The exercise price of each Metallium Option will be $0.18 (**Exercise Price**).

Each Metallium Option will expire twelve (12) months from the date of issue (**Expiry Date**).

3 Exercise Period

Each Metallium Option is exercisable at any time prior to the Expiry Date (**Exercise Period**). After this time, any unexercised Metallium Options will automatically lapse.

4 Notice of Exercise

The Metallium Options may be exercised by notice in writing to the Company (**Notice of Exercise**) and payment of the Exercise Price for each Metallium Option being exercised. Any Notice of Exercise of a Metallium Option received by the Company will be deemed to be a notice of the exercise of that Metallium Option as at the date of receipt.

5 Timing of the issue of Shares on exercise and Quotation

Within five business days after the later of the following:

(a) receipt of a Notice of Exercise given in accordance with these terms and conditions and payment of the Exercise Price for each Option being exercised; and

(b) when excluded information in respect of the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information. If there is no such information, the relevant date will be the date of receipt of a Notice of Exercise as detailed in paragraph (A) above,

the Company will:

(c) allot and issue the Shares pursuant to the exercise of the Options;

(d) as soon as reasonably practicable and if applicable, give the ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and

(e) apply for Official Quotation of Shares issued pursuant to the exercise of the Options.

6 Shares issued on exercise

Shares issued on exercise of the Metallium Options will rank equally with all existing Shares and are free of all encumbrances, liens and third-party interests.

7 Quotation of Shares

The Company will apply to ASX for official quotation of the Shares issued upon the exercise of the Metallium Options.

8 Participation in New Issues

A Holder is not entitled to:

(a) notice of, or to vote or attend at, a meeting of the Shareholders;

(b) receive any dividends declared by the Company; or

(c) participate in any new issues of securities offered to Shareholders during the term of the Metallium Options,

unless and until the Metallium Options are exercised and the Holder holds Shares.

9 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 upon the exercise of a Metallium Option will be increased by the number of Shares which the Holder would have received if the Holder had exercised the Metallium Option before the record date for the bonus issue; and

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

10 Adjustment for Rights Issue

If the Company makes an issue of Shares pro rata to existing shareholders (other than an issue in lieu of or in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of a Metallium Option will be reduced according to the following formula:

$$O' = O - \frac{E[P - (S + D)]}{N + 1}$$

where:

O' = the new Exercise Price of the Metallium Option.

O = the old Exercise Price of the Metallium Option.

E = the number of underlying Shares into which one Metallium Option is exercisable.

P = average market price per Share weighted by reference to volume of the underlying Shares during the five (5) trading days ending on the day before the ex rights date or ex entitlement date.

S = the subscription price of a Share under the pro rata issue.

D = the dividend due but not yet paid on the existing underlying Shares (except those to be issued under the pro rata issue).

N = the number of Shares with rights or entitlements that must be held to receive a right to one (1) new Share.

11 Adjustments for Reorganisation

If there is any reconstruction of the issued share capital of the Company, the rights of the Holder may be varied to comply with the Listing Rules that apply to the reconstruction at the time of the reconstruction.

12 Quotation of Options

The Company does not intend to apply for Official Quotation of the Metallium Options on the ASX.

13 Options Transferable

The Metallium Options are not transferable unless otherwise determined by the Board (subject to compliance with any applicable law).

Schedule 5
Material Terms of the Engineering Agreement

The material terms of the Engineering Agreement are summarised below:

1 Parties

The parties to the Engineering Agreement are ECT, Metallium and Flash Metals USA Inc., a wholly-owned subsidiary of Metallium.

2 Term

The Engineering Agreement is for a term of 12 months (**Term**).

3 Purpose

ECT will establish a working space at Metallium's Gator Point Facility and Metallium will provide research, development and engineering services together with controlled access to its proprietary reactor technology for the purposes of the agreed research and development programme to develop ECT's FJH Mxenes production and PFAS remediation technologies.

4 Ownership

Any Mxenes produced by Metallium's reactor system will be owned by ECT, and any improvements to Metallium technology and reactor system will be owned by Metallium.

5 Consideration

The consideration payable by ECT to Metallium is:

(a) an upfront fee of US$500,000;

(b) a quarterly operational service and facility access fee of US$225,000; and

(c) subject to shareholder approval, the issue of the Metallium Options.

6 Negotiate in good faith

During the Term, the parties will negotiate in good faith with a view to entering into a potential long-term collaboration and licence agreement with Metallium to (amongst other matters) utilise Metallium's technology and reactor systems.

7 Other Terms

Customary terms for an agreement of this nature, including in relation to representations and warranties.

Proxy Voting Form

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

Environmental Clean Technologies Limited | ABN 28 009 120 405

Your proxy voting instruction must be received by **10:00am (AEDT) on Tuesday, 20 October 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 Environmental Clean Technologies Limited, to be held at **10:00am (AEDT) on Thursday, 22 October 2026 at Suite 1, Level 6, 350 Collins Street, Melbourne VIC 3000** 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.

STEP 2 - Your voting direction

	Resolutions	For	Against	Abstain
1	Issue of Consideration Shares			
2	Ratification of Tranche 1 Placement Shares issued under Listing Rule 7.1			
3	Ratification of Tranche 1 Placement Shares issued under Listing Rule 7.1A			
4	Issue of Tranche 2 Placement Shares			
5	Issue of Placement Options			
6	Issue of Options to Metallium Ltd			
7	Ratification of Shares issued to Breakout Media Pty Ltd			

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).

ECT