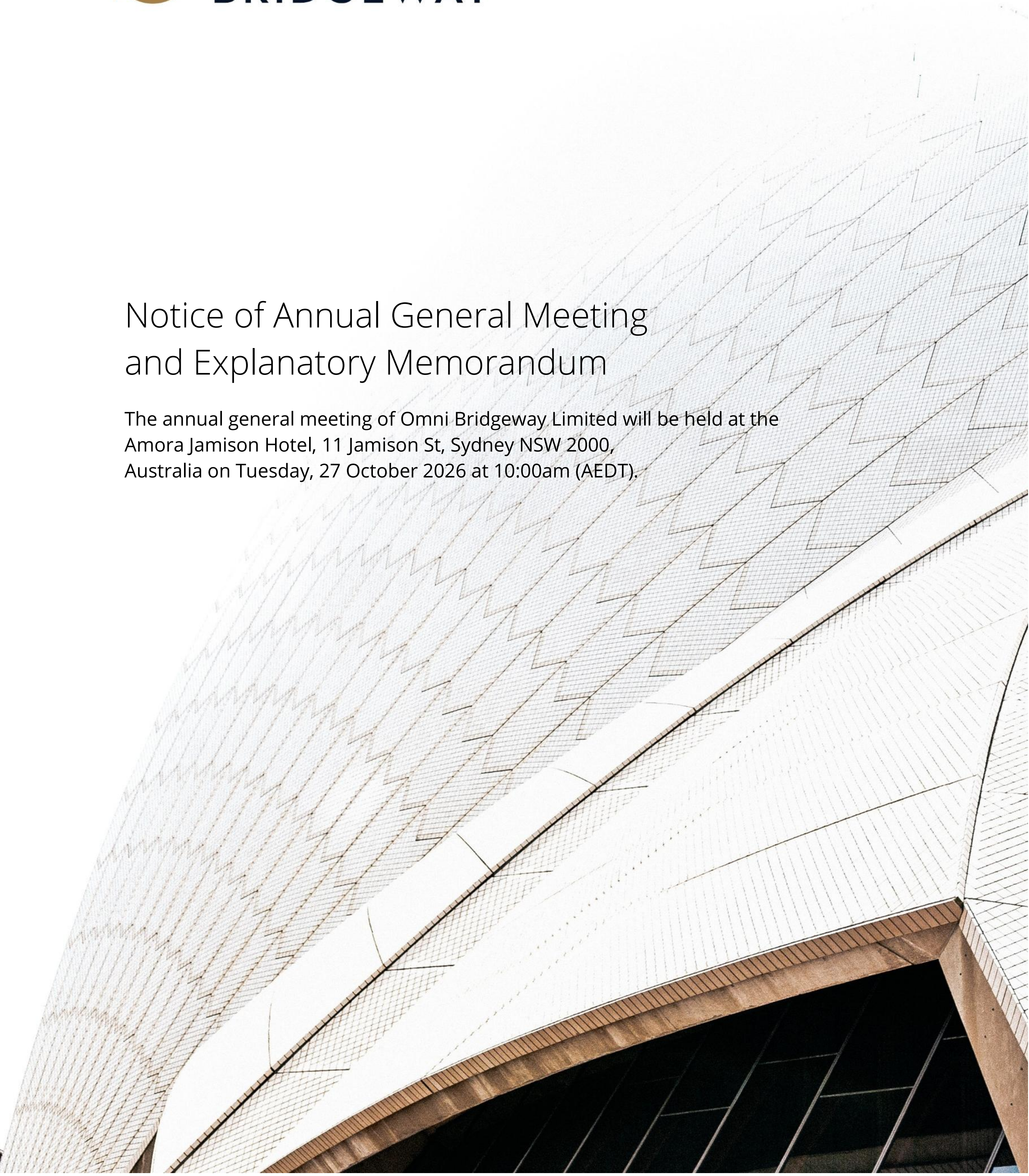
Notice of Annual General Meeting and Explanatory Memorandum

The annual general meeting of Omni Bridgeway Limited will be held at the Amora Jamison Hotel, 11 Jamison St, Sydney NSW 2000, Australia on Tuesday, 27 October 2026 at 10:00am (AEDT).



This Notice 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 adviser prior to voting.

Should you wish to discuss any matter please do not hesitate to contact the Company Secretary by email at **cosec@omnibridgeway.com**

Notice of Annual General Meeting

Notice is hereby given that the annual general meeting of shareholders of Omni Bridgeway Limited (**Company**) will be held at the Amora Jamison Hotel, 11 Jamison St, Sydney NSW 2000 on Tuesday, 27 October 2026 at 10:00am (AEDT) (**Meeting**).

The Explanatory Memorandum provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form are part of this Notice. We recommend Shareholders read the Explanatory Memorandum in relation to the proposed Resolutions.

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on Sunday, 25 October 2026 at 7.00pm (AEDT).

Terms and abbreviations used in this Notice (including the Explanatory Memorandum) are defined in Schedule 1.

Agenda

ANNUAL REPORT

To consider the Annual Report of the Company and its controlled entities, which includes the Financial Report, Directors' Report and Auditor's Report for the year ended 30 June 2026.

1 RESOLUTION 1 – ADOPTION OF THE REMUNERATION REPORT

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

That, pursuant to and in accordance with section 250R(2) of the Corporations Act and for all other purposes, approval is given by the Shareholders for the adoption of the Remuneration Report, on the terms and conditions in the Explanatory Memorandum.

Voting Prohibition

A vote on this Resolution must not be cast (in any capacity) by or on behalf of any of the following persons:

(a) a member of the Key Management Personnel details of whose remuneration are included in the Remuneration Report; or

(b) a Closely Related Party of such a member.

However, a person described above may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a person described in subparagraphs (a) or (b) above and either:

(a) the person is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or

(b) the person is the Chairman and the appointment of the Chairman as proxy does not specify the way the proxy is to vote on this Resolution but expressly authorises the Chairman to exercise the proxy, even though this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel for the Company (or its consolidated group).

2 RESOLUTION 2 – RE-ELECTION OF MR MICHAEL GREEN AS DIRECTOR

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 14.4, Listing Rule 14.5, article 6.3 of the Constitution and for all other purposes, Mr Michael Green, retires and being eligible, is re-elected as a Director, on the terms and conditions in the Explanatory Memorandum.

3 RESOLUTION 3 – APPROVAL OF THE MANAGING DIRECTOR PLAN

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

*That, for the purposes of Listing Rule 7.2 Exception 13 and for all other purposes, Shareholders authorise and approve the Company's managing director performance rights plan known as the "Omni Bridgeway MD LTIP" (**Managing Director Plan**), and the issue of up to a maximum of 4,000,000 Performance Rights under the Managing Director Plan, on the terms and conditions described in the Explanatory Memorandum.*

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of:

(a) a person who is eligible to participate in the Managing Director Plan; or

(b) an associate of that person or those persons.

However, this does not apply to a vote cast in favour of this Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or

(b) the Chairman as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairman to vote on this Resolution as the Chairman 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 this Resolution; and

    (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition

In accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and

(a) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or

(b) the person appointed as proxy is the Chairman and the appointment does not specify how the Chairman is to vote but expressly authorises the Chairman to exercise the proxy even if the Resolution is connected with the remuneration of a member of the Key Management Personnel.

4 RESOLUTION 4 – ISSUE OF MANAGING DIRECTOR PERFORMANCE RIGHTS

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

That, subject to Resolution 3 being passed, pursuant to and in accordance with Listing Rule 10.14 and for all other purposes, Shareholders approve:

(a) the issue of Performance Rights to Mr Raymond van Hulst (and/or his nominee) over a three-year period (being, FY27, FY28 and FY29) in accordance with the Allocation Formula and his employment terms; and

(b) the issue, transfer or allocation of, and acquisition by Mr Raymond van Hulst (and/or his nominee) of, Shares in respect of those Performance Rights,

under the Managing Director Plan and on the terms and conditions in the Explanatory Memorandum.

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of:

(a) a person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Managing Director Plan; or

(b) an associate of that person or those persons.

However, this does not apply to a vote cast in favour of this Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or

(b) the Chairman as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairman to vote on this Resolution as the Chairman 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 this Resolution; and

    (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition

In accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and

(a) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or

(b) the person appointed as proxy is the Chairman and the appointment does not specify how the Chairman is to vote but expressly authorises the Chairman to exercise the proxy even if the Resolution is connected with the remuneration of a member of the Key Management Personnel.

5 RESOLUTION 5 – APPROVAL OF THE EXECUTIVE PLAN

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

*That, for the purposes of Listing Rule 7.2 Exception 13 and for all other purposes, Shareholders authorise and approve the Company's executive performance rights plan known as the "Omni Bridgeway Executive Plan" (**Executive Plan**), and the issue of up to a maximum of 10,000,000 Performance Rights under the Executive Plan, on the terms and conditions described in the Explanatory Memorandum.*

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of:

(a) a person who is eligible to participate in the Executive Plan; or

(b) an associate of that person or those persons.

However, this does not apply to a vote cast in favour of this Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or

(b) the Chairman as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairman to vote on this Resolution as the Chairman 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 this Resolution; and

 (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition

In accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and

(a) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or

(b) the person appointed as proxy is the Chairman and the appointment does not specify how the Chairman is to vote but expressly authorises the Chairman to exercise the proxy even if the Resolution is connected with the remuneration of a member of the Key Management Personnel.

6 RESOLUTION 6 – APPROVAL OF THE RIGHT TO EQUITY SETTLE TEAM CARRIED INTEREST PLAN AWARDS

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

*That, for the purposes of Listing Rule 7.2 Exception 13 and for all other purposes, Shareholders authorise and approve the equity settlement component of the Team Carried Interest Plan (**TCI Equity Settlement**), and the issue of up to a maximum of 15,000,000 Shares by way of TCI Equity Settlement, on the terms and conditions described in the Explanatory Memorandum.*

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of:

(a) a person who is eligible to participate in the Team Carried Interest Plan; or

(b) an associate of that person or those persons.

However, this does not apply to a vote cast in favour of this Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or

(b) the Chairman as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairman to vote on this Resolution as the Chairman 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 this Resolution; and

    (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition

In accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and

(a) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or

(b) the person appointed as proxy is the Chairman and the appointment does not specify how the Chairman is to vote but expressly authorises the Chairman to exercise the proxy even if the Resolution is connected with the remuneration of a member of the Key Management Personnel.

7 RESOLUTION 7 – APPROVAL OF INDEMNIFIED PERSONS' DEEDS OF INDEMNITY, INSURANCE AND ACCESS

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 Chapter 2D of the Corporations Act and for all other purposes approval be given to the Company to:

(a) *indemnify each Indemnified Person during their Office and after the cessation of that Office, in respect of certain claims made against the Indemnified Persons in relation to the period of their Office;*

(b) *use its reasonable endeavours to procure an insurance policy and pay the premiums of insurance as assessed at market rates for Indemnified Persons in respect of certain claims made against Indemnified Persons in relation to the period of their Office (except to the extent such insurance cannot be procured at a reasonable cost or is otherwise unavailable to the Company);*

(c) *use its reasonable endeavours to ensure that Indemnified Persons are at all times covered under an insurance policy for the period of seven years from the date that Indemnified Persons cease to hold Office (**Insurance Run Off Period**), which will be on terms not materially less favourable to Indemnified Persons than the terms of insurance applicable at the date of termination of their Office, and to continue to pay those premiums during that Insurance Run Off Period (except to the extent such insurance cannot be procured at a reasonable cost or is otherwise unavailable to the Company); and*

(d) *provide Indemnified Persons with access, upon the termination of their Office, for a period of not less than seven years following that termination, to any Company records which are either prepared or provided by them during the period of their Office,*

on the terms and conditions in the Explanatory Memorandum.

Voting Prohibition

The Company will disregard any votes cast in favour of this Resolution by or on behalf of an Indemnified Person or any of their associates.

The Company will not disregard a vote if:

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

(b) it is not cast on behalf of an Indemnified Person or any of their associates.

In accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

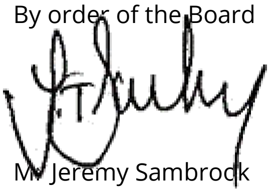
However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting on this Resolution, and:

(a) the person is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or

(b) the person appointed as proxy is the Chairman and the written appointment of the Chairman does not specify the way the Chairman is to vote on this Resolution but expressly authorises the Chairman to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

Dated: 25 September 2026

By order of the Board



Mr Jeremy Sambrook
Global General Counsel and Company Secretary

Explanatory Memorandum

1 INTRODUCTION

This Explanatory Memorandum has been prepared to provide Shareholders with important information regarding the items of business to be conducted at the Meeting to be held on Tuesday, 27 October 2026 at 10:00am (AEDT).

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

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

Section 2	Action to be taken by Shareholders
Section 3	Annual Report
Section 4	Resolution 1 – Adoption of the Remuneration Report
Section 5	Resolution 2 – Re-election of Mr Michael Green as Director
Section 6	Resolution 3 – Approval of the Managing Director Plan
Section 7	Resolution 4 – Issue of Managing Director Performance Rights
Section 8	Resolution 5 – Approval of the Executive Plan
Section 9	Resolution 6 – Approval of the Right to Equity Settle Team Carried Interest Plan Awards
Section 10	Resolution 7 – Approval of Indemnified Persons' Deeds of Indemnity, Insurance and Access
Schedule 1	Definitions
Schedule 2	Summary of the Managing Director Plan and Executive Plan
Schedule 3	Terms and Conditions of the Managing Director Performance Rights
Schedule 4	Indemnified Persons

A Proxy Form is attached to the Notice.

2 ACTION TO BE TAKEN BY SHAREHOLDERS

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

A **Proxy Form** is attached to the Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are invited to attend the Meeting in person or, if they are unable to attend in person, sign and return the Proxy Form to the Company in accordance with the instructions thereon. Returning the Proxy Form will not preclude a Shareholder from attending and voting at the Meeting in person.

Please note that:

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

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

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

The Proxy Form provides further details on appointing proxies and lodging Proxy Forms. Shareholders who choose to lodge a Proxy Form should follow the instructions on the Proxy Form. For your proxy appointment to be effective it must be received by 10:00am (AEDT) on Sunday, 25 October 2026.

Attendance at Meeting in person

If you attend the Meeting, please bring your personalised Proxy Form with you to assist with registration and (if possible) arrive at the venue 15 to 30 minutes before the start of the Meeting. Representatives from the Share Registry will verify your shareholding against the Company's share register and note your attendance. If you do not bring your Proxy Form with you, you will still be able to attend the Meeting, but you will need to verify your identity.

The Company has elected for this year's Meeting to be held in person rather than online. The costs involved in holding a hybrid meeting in previous years have been disproportionate to the very limited level of online participation of Shareholders.

All Resolutions will be conducted by poll.

At the Meeting, Shareholders will be offered the opportunity to:

(a) discuss the Annual Report which is available online at https://omnibridgeway.com/investors/annual-general-meeting;

(b) ask questions about, or comment on, the management of the Company; and

(c) ask the auditor questions about the conduct of the audit and the preparation and content of the Auditor's Report.

In addition to taking questions at the Meeting, written questions to the Chairman or to the Company's auditor may be submitted no later than five business days before the Meeting by emailing them to cosec@omnibridgeway.com. Please note that each question will not necessarily be individually addressed at the Meeting or answered individually after the Meeting.

3 ANNUAL REPORT

In accordance with section 317(1) of the Corporations Act, the Annual Report must be laid before the annual general meeting. There is no requirement for Shareholders to approve the Annual Report.

Please note that if you have elected to continue to receive a hard copy of the Annual Report, it will be mailed to you no later than 21 days before the Meeting.

However, if you did not elect to continue to receive a hard copy of the Annual Report and now (or at some time in the future) wish to receive a hard copy of the Annual Report, please contact the Company, who will arrange to mail you a hard copy.

4 RESOLUTION 1 – ADOPTION OF THE REMUNERATION REPORT

4.1 General

In accordance with section 250R(2) of the Corporations Act, the Company must put the Remuneration Report to the vote of Shareholders. The Remuneration Report is set out in pages 28 to 37 of the Annual Report and outlines the Company's remuneration framework which is designed to attract, incentivise and retain highly skilled employees in order for the business to thrive and achieve its potential. It consists of both fixed and "at risk" components, depending on the particular role and seniority of the employee.

The Board's conviction is that remuneration and incentive programs must support disciplined long-term value creation and realisation rather than short-term effort or unsustainable growth. The Company's business is characterised by multi-year investment cycles, uncertain timing of realisations, and the need for highly specialised teams capable of originating, underwriting, managing and realising complex legal assets across multiple jurisdictions. The Board believes that reward should follow realised cash: participants should benefit alongside fund investors and shareholders when investments complete successfully, generating investment returns for fund investors and co-investment returns and fund carried interest for the Company. The Board also recognises that Omni Bridgeway competes for capital and investment talent with the asset management sector and carried interest is the standard and expected form of long-term alignment in that market.

During FY26, Omni Bridgeway introduced its Team Carried Interest Plan (detailed in Section 4.2) and finalised proposals to introduce its Executive Plan from FY27, subject to shareholder approval at this AGM.

Remuneration for KMP, senior executives, investment professionals and other senior staff comprises a fixed component and an "at risk" component. Fixed remuneration is market based, benchmarked primarily against the asset management industry in each of our various operating regions.

The Directors refer you to the Remuneration Report for further information.

4.2 Variable Remuneration

The "at risk" or variable remuneration framework now comprises the following elements:

(a) **Managing Director Plan:** This is the sole at-risk element of the Managing Director's remuneration and, in accordance with the terms of the Managing Director's employment contract of 2023, comprises an entitlement to receive an annual award of Performance Rights equal to 125% of the Managing Director's Total Fixed Remuneration. The vesting of the Managing Director Performance Rights is subject to the Company's TSR performance relative to the Comparator Group. The vesting matrix provides for 50% vesting at the 50th percentile, pro rata straight-line vesting between 50% and 100% for performance between the 50th and 75th percentile, and 100% vesting at or above the 75th percentile.

Vesting is tested at the end of the three-year period and rights that do not vest lapse. Unvested rights lapse on cessation of employment, subject to good leaver treatment, and are subject to malus and clawback clauses.

The Directors consider that the Managing Director Plan is a cost effective and efficient reward to appropriately incentivise the performance of the Managing Director and is consistent with the strategic goals and targets of the Company.

(b) **Team Carried Interest Plan:** This is the principal at-risk element for investment professionals and senior staff. Participants hold Carried Interest Points (**CIP**) entitling them to a share (capped at 25%) of the carried interest the Company actually receives from its Funds, with the remaining 75% retained for the Company and its Shareholders. Unvested CIP attach to specific investments and are granted at initial commitment proportionate to the fair value of the investment, and convert to vested CIP only on realisation of the investment, and then in proportion to the realised fair value achieved measured against the initial fair value. Distributions are made on vested points only, with any carried interest on unvested points retained until and subject to vesting.

The Team Carried Interest Plan rewards genuine long-term value creation and realisation. Participant entitlements track the carried interest the Company itself receives and follow the Company's co-investment performance. This creates a clear connection between employee reward, investment performance, fund investor outcomes and shareholder value, and aligns the Company's remuneration structure with the alternative asset management industry.

The Team Carried Interest Plan is also structured so that participants are rewarded for the performance of the portfolio and of the firm, and not merely for their own matters. CIPs are allocated as a mix across personal, specific portfolio and companywide portfolio investments, and any participant's entitlement depends on outcomes wider than the investments they manage themselves. This is aimed at aligning the pursuit of individual, team and Company goals and promoting global collaboration.

Unlike many examples in the asset management industry, the Team Carried Interest Plan is deliberately broad based. All investment roles and senior non-investment roles are eligible to participate. The Team Carried Interest Plan is also relatively flat, with limited divergence in eligibility for the most senior participants and the most junior participants. The Nomination and Remuneration Committee will assess annual allocations of the newly generated unvested CIPs with reference to a combination of eligibility and personal KPI scores. Seniority only sets the starting point for an allocation, and performance determines the outcome, with high performing junior participants able to exceed senior participants in annual allocation.

The Team Carried Interest Plan's eligibility framework and every individual allocation are recommended by management and approved by the Nomination and Remuneration Committee annually. Up to a quarter of the CIPs created each year are withheld in an unallocated reserve, from which the Nomination and Remuneration Committee may make allocations to, for example, new employees. As participants and CIP share in a fixed proportion of carried interest actually received, the cost of the Team Carried Interest Plan cannot exceed that proportion and cannot dilute the share of carried interest retained for Shareholders.

Consistent with good governance practices, the Team Carried Interest Plan rules give the Board express powers to prevent inappropriate reward. Three mechanisms operate, and they are distinct. The first is automatic and requires no exercise of discretion: unvested points convert on realisation only in proportion to the value actually realised against the underwritten fair value, so that a matter realised below carrying value converts fewer points than were allocated to it and the shortfall expires.

The second addresses the risk that carried interest paid early in a Fund's life must later be returned to that Fund because of subsequent underperformance. The Nomination and Remuneration Committee sets a retention percentage annually for each Fund, with higher retention where a Fund's outcome remains uncertain and reducing as performance is established, and the retained amounts are held in escrow rather than distributed. The Company is therefore able to meet a Fund-level clawback obligation without having to pursue recovery from individuals.

The third is the Board's power to determine that a participant has engaged in a malus event which, among other things, includes deliberately engaging in fraudulent or dishonest conduct, or in conduct resulting in material reputational damage to the Group. In malus circumstances, the Board may cancel both vested and unvested CIPs and may demand repayment of amounts already received in respect of vested CIPs, net of tax. A participant treated as a Bad Leaver forfeits all points, vested and unvested; a Good Leaver retains only the amounts already held in escrow for their vested points at departure, and only for so long as they continue to observe the post-departure conditions of the Team Carried Interest Plan.

(c) **Executive Plan**. This is a performance rights plan with a narrow and senior executive scope focussed on the global leadership team (excluding the Managing Director) and potential successors. It is intended to deliver the enterprise-wide accountability and direct equity alignment appropriate to those responsible for the Company as a whole. Participants have plan eligibility levels and, based on their performance against personal KPIs in the award year, they will receive performance rights relative to their eligibility and performance levels. The vesting of these rights is then subject to the following three Company performance metrics measured over the 3-year period from the start of the first plan year as follows:

(i) 50% of the total award is determined by the Company's total shareholder return relative to the constituents of the Comparator Group, measured using the Company's VWAP over the 90-trading days ending on the first and last day of the Performance Period respectively, with no vesting below the 50th percentile, 50% vesting at the 50th percentile, full vesting at or above the 75th percentile and straight-line vesting in between;

(ii) 25% of the total award is determined by the Company's return on equity measured as a three-year average, with no vesting below 12.5%, 50% vesting at 12.5%, full vesting at or above 17.5% and straight-line vesting in between; and

(iii) 25% of the total award is determined by the Company's growth in assets under management also measured as the compound annual growth rate over the Performance Period, with no vesting below 10%, 50% vesting at 10%, full vesting at or above 15% and straight-line vesting in between.

Each measure is tested once, at the end of the three-year period and rights that do not vest lapse. Unvested rights lapse on cessation of employment, subject to Good Leaver treatment, and are subject to malus and clawback clauses.

(d) **Discretionary cash bonus**. A discretionary bonus of up to 20% of gross salary remains available to staff who do not participate in the Team Carried Interest Plan or the Executive Plan. Awards depend on annual personal performance and on the Company's performance for the year.

4.3 Fixed Remuneration

The "at risk" remuneration is intended to complement the fixed component of the Company's remuneration framework. The fixed remuneration component for Key Management Personnel and senior employees is reviewed annually against the applicable markets in which the Group operates, and taking into account any Team Carried Interest Plan and Executive Plan awards.

4.4 Effect of the vote

In accordance with section 250R(3) of the Corporations Act, the vote on Resolution 1 is advisory only and does not bind the Directors or the Company. If Resolution 1 is not passed, the Directors will not be required to alter any of the arrangements in the Remuneration Report.

Shareholders will have the opportunity to remove the whole Board, except the Managing Director, if the Remuneration Report receives a 'no' vote of 25% or more (**Strike**) at two consecutive annual general meetings.

Where a resolution on the Remuneration Report receives a Strike at two consecutive annual general meetings, the Company will be required to put to Shareholders at the second annual general meeting a resolution on whether another meeting should be held (within 90 days) at which all Directors (other than the Managing Director) who were in office at the date of approval of the applicable Directors' Report must stand for re-election.

The Remuneration Report did not receive a Strike at the 2025 annual general meeting. Please note, if the Remuneration Report receives a Strike at this Meeting, and if a second Strike is received at the 2027 annual general meeting, this may result in the re-election of all the Directors (other than the Managing Director).

The Chairman will allow reasonable opportunity for Shareholders to ask questions about or comment on the Remuneration Report.

Resolution 1 is a non-binding ordinary resolution.

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

If the Chairman is appointed as your proxy and you have not specified the way the Chairman is to vote on Resolution 1, by signing and returning the Proxy Form, you are considered to have provided the Chairman with an express authorisation for the Chairman to vote the proxy in accordance with the Chairman's intention, even though Resolution 1 is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

5 RESOLUTION 2 – RE-ELECTION OF MR MICHAEL GREEN AS DIRECTOR

5.1 Background

In accordance with Listing Rule 14.4, a director must not hold office (without re-election) past the third annual general meeting following the director's appointment, or three years, whichever is longer.

In accordance with Listing Rule 14.5, an entity which has directors must hold an election of directors at each annual general meeting.

Article 6.3(c) of the Constitution requires one third of all Directors, or if their number is not a multiple of three, then the number nearest one-third (rounded down to the nearest whole number) to retire at each annual general meeting. Article 6.3(f) of the Constitution states that a Director who retires under article 6.3 is eligible for re-election.

The Director (other than the Managing Director) with the longest time from election or re-election is Mr Michael Green, who has been a non-executive director of the Company since April 2023.

Mr Green has over 20 years' experience in the global investment industry. Mr Green was previously International Chief Executive Officer for both Morgan Stanley Investment Management and for American Century Investments where he was a member of their respective Executive Management Committees and was a board member for a number of local entities and global fund structures. Mr Green has held the role of the Chair and Independent Trustee of Lloyd's of London Pension Scheme since his appointment in 2007.

From 2020 to 2023, Mr Green became a co-opted non-executive member of the Investment Oversight Committee for the London CIV, the local government pension fund asset pooling company.

Mr Green holds a Bachelor of Arts (Honours) in Economics from the University of Exeter in the UK.

Resolution 2 provides that Mr Green retires by rotation and seeks re-election as Director. If Resolution 2 is passed, Mr Green will be entitled to be a Director of the Company for the next three years and if the Resolution 2 is not passed, Mr Green will cease to be a Director of the Company.

Resolution 2 is an ordinary resolution and the Chairman intends to exercise all available proxies in favour of Resolution 2.

5.2 Board Recommendation

The Board (excluding Mr Green) supports the re-election of Mr Green and recommends that Shareholders vote in favour of Resolution 2.

6 RESOLUTION 3 – APPROVAL OF MANAGING DIRECTOR PLAN

6.1 General Background

Resolution 3 seeks Shareholder approval, pursuant to Listing Rule 7.2, Exception 13(b), to adopt the Managing Director Plan and to facilitate the issuance of incentive securities in the form of Performance Rights (and Shares issued upon the exercise of Performance Rights) to the current Chief Executive Officer and Managing Director (**Eligible Participant**).

Shareholders first approved long-term incentive arrangements for the current Chief Executive Officer and Managing Director in November 2024. The Managing Director Plan continues those arrangements for a further three-year period. The Managing Director Plan governs the award of long-term incentive Performance Rights to the current Chief Executive Officer and Managing Director and the terms and conditions that apply to such Performance Rights. It aims to align the interests of the Chief Executive Officer and Managing Director with those of the Company and its Shareholders, increasing Shareholder value by motivating the Chief Executive Officer and Managing Director and providing an opportunity to share in the success of the Company by acquiring an ownership interest in it. A summary of the material terms of the Managing Director Plan is set out in Schedule 2.

The Directors (excluding Mr van Hulst) consider that the Managing Director Plan is an attractive and efficient means of incentivising and retaining the required calibre of executive to lead and manage the Group.

Resolution 3 is an ordinary resolution and the Chairman intends to exercise all available proxies in favour of Resolution 3.

If the Chairman is appointed as your proxy and you have not specified the way the Chairman is to vote on Resolution 3, by signing and returning the Proxy Form, you are considered to have provided the Chairman with an express authorisation for the Chairman to vote the proxy in accordance with the Chairman's intention, even though Resolution 3 is connected directly or indirectly with the remuneration of Key Management Personnel.

6.2 Listing Rule 7.1 and Listing Rule 7.2, Exception 13(b)

Subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that a public company can issue, without obtaining shareholder approval, over any 12-month period to 15% of the fully paid ordinary issued securities on issue at the start of the period (**15% Placement Capacity**). Listing Rule 7.2, Exception 13(b) sets out an exception to this rule by providing that issues of Equity Securities under an employee incentive scheme approved by shareholders within the last three years are not included in a company's 15% Placement Capacity.

If Resolution 3 is passed, the Company will be able to issue Performance Rights under the Managing Director Plan to the Eligible Participant over a period of three years from the date of the Meeting without impacting the Company's 15% Placement Capacity and without requiring Shareholder approval under Listing Rule 7.1. If Resolution 3 is not passed, and subject to the passing of Resolution 4 and any future approvals required under Listing Rule 10.14, the Company will still be able to proceed with the issue of the Performance Rights under the Managing Director Plan, however such issues will count towards the Company's 15% Placement Capacity.

Shareholder approval is required for the purposes of Listing Rule 10.14 before any Director can be issued Performance Rights under the Managing Director Plan.

6.3 Specific information required by Listing Rule 7.2, Exception 13(b)

The following additional information in relation to Resolution 3 is provided to Shareholders for the purposes of Listing Rule 7.2, Exception 13(b):

(a) a summary of the material terms of the Managing Director Plan is set out in Schedule 2;

(b) the Company has not issued any Equity Securities under the Managing Director Plan as this is the first time that Shareholder approval is being sought for the adoption of the Managing Director Plan;

(c) the maximum number of Equity Securities proposed to be issued across the three-year period comprising FY27, FY28 and FY29 under the Managing Director Plan following Shareholder approval is 4,000,000 Performance Rights. This amounts to approximately 1.38% of the current issued share capital of the Company as at 25 September 2026. There is no obligation on the Company to, or guarantee that the Company will, issue the maximum number of Equity Securities. The maximum number of Equity Securities simply sets a "cap" for the purposes of Shareholder approval. The cap has been calculated taking into account the Company's VWAP over the 90-trading day period ending on 1 July 2026 and the terms of the Managing Director Plan. Given the maximum award to the Eligible Participant under the Managing Director Plan is derived from the fixed remuneration of the Managing Director, if the Share price exceeds the 90-trading day VWAP then the number of Performance Rights awarded, and therefore the level of dilution to existing Shareholders, will reduce proportionally; and

(d) a voting exclusion statement has been included in the Notice for Resolution 3.

6.4 Directors' Recommendation

The Board (excluding Mr van Hulst) recommends that Shareholders vote in favour of Resolution 3.

7 RESOLUTION 4 – ISSUE OF MANAGING DIRECTOR PERFORMANCE RIGHTS

7.1 General

Resolution 4 is subject to Resolution 3 being passed.

Resolution 4 seeks Shareholder approval in accordance with Listing Rule 10.14, and all other purposes, for the grant of Performance Rights in accordance with the Managing Director Plan to Mr Raymond van Hulst over the three-year period commencing from the date of the Meeting, which will cover awards for FY27, FY28 and FY29 (**Managing Director Performance Rights**).

Mr van Hulst was appointed as Managing Director and Chief Executive Officer of the Company effective from 26 October 2023 and the terms of his employment contract were announced to the ASX on 19 October 2023. In accordance with those terms, Mr van Hulst is eligible to participate in the Company's long-term incentive plan for an annual amount equal to 125% of his Total Fixed Remuneration. The Board has determined that the long-term incentive rights to which Mr van Hulst is contractually entitled under his employment contract will be granted to him under, and governed by the terms of, the Managing Director Plan. Shareholders first approved long-term incentive arrangements for the Chief Executive Officer and Managing Director in November 2024. The Managing Director Plan continues those arrangements for a further three-year period.

The number of Managing Director Performance Rights to be granted to Mr van Hulst under the Managing Director Plan will be determined by dividing 125% of his Total Fixed Remuneration by the

Company VWAP over the 90-trading day period ending on the first day of the relevant Performance Period (**Allocation Formula**).

The number of Managing Director Performance Rights that may be issued to Mr van Hulst (or his nominee) in respect of FY27, FY 28 and FY29 is as follows:

Table A:

Participant	Entitlement	125% of Total Fixed Remuneration	Company VWAP	No. of Managing Director Performance Rights
Raymond van Hulst	FY27	CHF 875,000 (equivalent to A$ 1,562,500)[1]	A$1.64[2]	952,744

Notes:
1. Based on an exchange rate of CHF 0.56 to A$1 as at 30 June 2026.
2. 90-trading day VWAP ending on 1 July 2026.

As at the date of this Notice, it is not possible to determine in respect of FY28 and FY29 the applicable Company VWAP and therefore the maximum number of Managing Director Performance Rights to be issued to Mr van Hulst for that period. For the purposes of this calculation, the Total Fixed Remuneration will be Mr van Hulst's FY26 Total Fixed Remuneration of CHF 700,000 (equivalent to A$1,250,000).

Set out below are worked examples of the number of Managing Director Performance Rights that may be issued to Mr van Hulst (or his nominees) for FY28 and FY29 based on hypothetical Company VWAP prices of A$1.50, A$1.75 and A$2.00 and the dilutionary effect on Shareholders based on the following assumptions:

(a) Managing Director Performance Rights are issued based on the assumed VWAP and foreign exchange rate;

(b) the Performance Conditions under the Managing Director Plan are met in full and all of the Managing Director Performance Rights vest and are exercised;

(c) dilution effect calculations are based on 289,642,218 Shares being the current number of Shares on issue as at 25 September 2026 and does not take into account any Performance Rights on issue that are unvested; and

(d) no further Shares are issued.

125% of Total Fixed Remuneration (CHF)	Assumed FX Rate (CHF)[1]	Assumed VWAP (A$)	Maximum number of Managing Director Performance Rights participant is entitled to apply for [2]	Number of Shares issued if Managing Director Performance Rights vest [3]	Dilution effect on existing Shareholders
875,000	0.56	1.50	1,041,667	1,041,667	0.360%
875,000	0.56	1.75	892,857	892,857	0.308%
875,000	0.56	2.00	781,250	781,250	0.270%

Notes:
1. Based on an exchange rate of CHF 0.56 to A$1 as at 30 June 2026.
2. Subject to rounding.

3. Subject to rounding and any applicable deductions for tax if required.

Vesting of Managing Director Performance Rights is variable dependent on performance against the Company's TSR performance against the Comparator Group over a three-year period. At the end of the Performance Period, the Board will:

(a) determine in its sole discretion whether and, if so, the extent to which, the Performance Conditions applicable to that Performance Period have been satisfied;

(b) if the Performance Conditions have been satisfied, determine whether a Managing Director Performance Right has vested or lapsed by application of the vesting matrix as detailed below:

Company Percentile Ranking	Percentage of Managing Director Performance Rights Vesting
Below 50th percentile	0%
Equal to the 50th percentile	50%
Between the 50th and 75th percentile	Between 50% and 100%, determined on a straight line basis
Equal to the 75th percentile or above	100%

(c) advise the Eligible Participant in writing:

(i) of the applicable number of vested Managing Director Performance Rights now held by that Eligible Participant; and

(ii) of the applicable number of Managing Director Performance Rights that have lapsed; and

(d) amend the register to reflect the vesting or lapse of the Managing Director Performance Rights.

Under the default terms of the Managing Director Plan and assuming Mr van Hulst is a Good Leaver for the purposes of the Managing Director Plan, upon the cessation of Mr van Hulst's employment with the Group and subject to Mr van Hulst continuing to be a Good Leaver, he will be entitled to hold his vested Performance Rights in accordance with the Managing Director Plan and will forfeit all of his rights, title and interest in all unvested Performance Rights for no monetary consideration on the date he becomes a Good Leaver, unless the Nomination and Remuneration Committee resolves otherwise.

The Board (excluding Mr van Hulst) considers that the grant of Managing Director Performance Rights to Mr van Hulst in accordance with the Managing Director Plan is a cost effective and efficient reward for the Company to make to appropriately incentivise his continued performance and is consistent with the strategic goals and targets of the Company and the terms of his employment contract.

A summary of the Managing Director Plan is in Schedule 2 and a summary of the Managing Director Performance Rights is in Schedule 3.

Resolution 4 is an ordinary resolution.

The Chairman intends to exercise all available proxies in favour of Resolution 4.

If the Chairman is appointed as your proxy and you have not specified the way the Chairman is to vote on Resolution 4, by signing and returning the Proxy Form, you are considered to have provided the Chairman with an express authorisation for the Chairman to vote the proxy in accordance with the Chairman's intention, even though Resolution 4 is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

7.2 Chapter 2E of the Corporations Act

The issue of Managing Director Performance Rights to Mr van Hulst constitutes giving a financial benefit to a related party of the Company by virtue of his position as a Director. Absent an available exception, Chapter 2E of the Corporations Act would require the Company to obtain the approval of Shareholders for this financial benefit.

The Board has resolved that the reasonable remuneration exception provided by section 211 of the Corporations Act applies to the issue of the Managing Director Performance Rights to Mr van Hulst and the Company will not seek approval for the issue of the Managing Director Performance Rights pursuant to section 208 of the Corporations Act.

7.3 Listing Rule 10.14

Listing Rule 10.14 requires shareholder approval to be obtained where an entity issues, or agrees to issue, Equity Securities under an employee incentive scheme to a director of the entity.

If approval is obtained under Listing Rule 10.14, the issue of the Managing Director Performance Rights to Mr van Hulst will not be included in the 15% Placement Capacity.

Resolution 4 is being put to Shareholders to seek approval for the issue of Managing Director Performance Rights to Mr van Hulst pursuant to Listing Rule 10.14.

Resolution 4 is conditional upon Resolution 3 being passed.

If Resolutions 3 or 4 are not passed, the Company will not be able to issue the Managing Director Performance Rights to Mr van Hulst for the FY27, FY28 and FY29 under the Managing Director Plan, and Mr van Hulst will have the right to resign upon the provision of 3 months' notice as an exception to his general requirement to provide 12 months' notice.

If Shareholder approval for Resolution 4 is obtained, the Company will be permitted to issue Managing Director Performance Rights to Mr van Hulst for FY27, FY28 and FY29 under the Managing Director Plan.

7.4 Specific information required by Listing Rule 10.15

The following additional information in relation to Resolution 4 is provided to Shareholders for the purposes of Listing Rule 10.15:

(a) Subject to the terms of the Managing Director Plan, Managing Director Performance Rights will be granted to Mr van Hulst, who is a Director of the Company, falling within the category of Listing Rule 10.14.1. Any party that Mr van Hulst nominates to receive Managing Director Performance Rights would be expected to fall within the category in Listing Rule 10.14.2 as an associate of Mr van Hulst.

(b) Pursuant to the terms of the Managing Director Plan, the maximum number of Managing Director Performance Rights Mr van Hulst may be invited to apply for is determined in accordance with the Allocation Formula (refer to Section 7.1 for further details).

(c) The number of Managing Director Performance Rights that may be issued to Mr van Hulst in respect of FY27 is set out in Table A at Section 7.1. At the date of this Notice, the number of Managing Director Performance Rights that may be issued for FY28 and FY29 cannot be calculated because the Company VWAP in respect of that year will not be known until the conclusion of the relevant Financial Year. The Total Fixed Remuneration will remain unchanged from the figures provided in Table A at Section 7.1 for the purpose of calculating the number of Managing Director Performance Rights to be issued to Mr van Hulst in respect of FY28 and FY29.

(d) The current total remuneration package Mr van Hulst is entitled to in respect of FY27 is set out in Table A at Section 7.1.

(e) Mr van Hulst has previously been granted 428,870 Performance Rights and 1,395,705 Performance Rights under the Employee Incentive Plan adopted by Shareholders at the 2024 Annual General Meeting on 19 November 2024 for FY24 and FY25 respectively.

(f) The summary of the terms of the Managing Director Plan is contained in Schedule 2 and a summary of the terms of the Managing Director Performance Rights is contained in Schedule 3.

(g) The Board considers that the grant of Managing Director Performance Rights to Mr van Hulst in accordance with the Managing Director Plan is a cost effective and efficient reward for the Company to make to appropriately incentivise his continued performance and is consistent with the strategic goals and targets of the Company. The value of the Managing Director Performance Rights issued to Mr van Hulst is equal to the VWAP of the Company's Shares at the time of issue multiplied by the number of Managing Director Performance Rights issued (without any discount being applied for time or the uncertainty of whether the relevant Performance Conditions are satisfied).

(h) The Company will grant the Managing Director Performance Rights to Mr van Hulst no later than three years after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).

(i) Subject to the terms of the Managing Director Plan, the Managing Director Performance Rights to be issued to Mr van Hulst will be granted for no consideration and will have no exercise price.

(j) No loan will be made to Mr van Hulst in relation to the acquisition of Managing Director Performance Rights or Shares under the Managing Director Plan.

(k) Each annual report of the Company relating to a period in which Managing Director Performance Rights or Shares have been issued to, or acquired by, a Director, an associate of a Director or other person referred to in Listing Rule 10.14 under the Managing Director Plan will include:

   (i) details of any such issue or acquisition; and

   (ii) a statement that approval for the issue or acquisition of those Performance Rights or Shares to those persons was obtained under Listing Rule 10.14.

(l) Any additional persons referred to in Listing Rule 10.14 who become entitled to participate in the Managing Director Plan after Resolution 4 is approved and who are not named in this Notice will not participate until approval is obtained under Listing Rule 10.14.

(m) A voting exclusion statement is included in the Notice for Resolution 4.

7.5 Board Recommendation

The Board (excluding Mr van Hulst) recommend that Shareholders vote in favour of Resolution 4.

8 RESOLUTION 5 – APPROVAL OF EXECUTIVE PLAN

8.1 General Background

Resolution 5 seeks Shareholder approval, pursuant to Listing Rule 7.2, Exception 13(b), to adopt the Executive Plan and to facilitate the issuance of incentive securities in the form of Performance Rights (and Shares issued upon the exercise of Performance Rights) to eligible employees, directors and other parties eligible for participation in the Executive Plan (**Participants**).

The Executive Plan is a new incentive plan for global leadership team members and potential successors designed to align the interests of Participants with the interests of Shareholders by providing an opportunity for Participants to acquire and retain an equity interest in the Company and therefore directly participate in the future success of the Company over the medium to long-term.

A summary of the material terms of the Executive Plan is set out in Schedule 2.

The Directors consider that the Executive Plan, in conjunction with the Team Carried Interest Plan, is a cost effective and efficient means for the Company to incentivise global leadership and is preferable to alternative forms of incentives such as increased fixed remuneration or cash bonuses. The Executive Plan is designed to deliver enterprise-wide accountability and incentivise sustained high-quality performance by aligning the total remuneration outcomes of Participants with the growth in the Company's earnings and value. Any such grants would be made on such terms as the Board determines appropriate. This limb is designed to provide the Board with discretion to recognise exceptional performance or to incentivise new or senior leadership and is strictly subject to the overall cap on the number of Equity Securities which can be issued under the Executive Plan.

Resolution 5 is an ordinary resolution and the Chairman intends to exercise all available proxies in favour of Resolution 5.

If the Chairman is appointed as your proxy and you have not specified the way the Chairman is to vote on Resolution 5, by signing and returning the Proxy Form, you are considered to have provided the Chairman with an express authorisation for the Chairman to vote the proxy in accordance with the Chairman's intention, even though Resolution 5 is connected directly or indirectly with the remuneration of Key Management Personnel.

8.2 Listing Rule 7.1 and Listing Rule 7.2, Exception 13(b)

Refer to Section 6.2 for a summary of Listing Rule 7.1 and Listing Rule 7.2, Exception 13(b).

If Resolution 5 is passed, the Company will be able to issue Performance Rights under the Executive Plan to eligible Participants over a period of three years from the date of the Meeting without impacting the Company's 15% Placement Capacity and without requiring Shareholder approval under Listing Rule 7.1. If Resolution 5 is not passed, the Company will still be able to proceed with the issue of the Performance Rights under the Executive Plan, however such issues will count towards the Company's 15% Placement Capacity.

Shareholder approval is required before any Director can be issued Performance Rights under the Executive Plan.

8.3 Specific information required by Listing Rule 7.2, Exception 13(b)

The following additional information in relation to Resolution 5 is provided to Shareholders for the purposes of Listing Rule 7.2, Exception 13(b):

(a) a summary of the material terms of the Executive Plan is set out in Schedule 2;

(b) the Company has not issued any Equity Securities under the Executive Plan as this is the first time that Shareholder approval is being sought for the adoption of the Executive Plan;

(c) the maximum number of Equity Securities proposed to be issued under the Executive Plan following Shareholder approval is 10,000,000 Performance Rights. This amounts to approximately 3.45% of the current issued share capital of the Company as at 25 September 2026. There is no obligation on the Company to, or guarantee that the Company will, issue the maximum number of Equity Securities. The maximum number of Equity Securities simply sets a "cap" for the purposes of Shareholder approval; and

(d) a voting exclusion statement has been included in the Notice for Resolution 5.

8.4 Directors' Recommendation

The Directors are excluded from voting on Resolution 5 pursuant to the Listing Rules as they are eligible to participate in the Executive Plan. Accordingly, the Directors decline to make a recommendation to Shareholders on Resolution 5.

9 RESOLUTION 6 – APPROVAL OF THE RIGHT TO EQUITY SETTLE TEAM CARRIED INTEREST PLAN AWARDS

9.1 General Background

Resolution 6 seeks Shareholder approval, pursuant to Listing Rule 7.2, Exception 13(b), for the Company to have the right to satisfy some or all of the Team Carried Interest Plan eligible participants' (**TCI Participants**) payout by procuring the issue or transfer of Shares instead of cash (**TCI Equity Settlement**).

The Team Carried Interest Plan governs the terms upon which Participants hold Carried Interest Points, entitling them to a share (capped at 25%) of the carried interest the Company actually receives from its Funds, with the remaining 75% retained for the Company and its Shareholders.

Distributions under the Team Carried Interest Plan are by default to be paid in cash. However, as part of its ongoing liquidity management, the Company is seeking the flexibility to be able to settle distributions in Shares from time to time, and thereby release the corresponding cash reserved for such distributions to fund general corporate activities. The number of Shares to be issued for this purpose would be determined by the Nomination and Remuneration Committee using the Company's VWAP over an appropriate period. Cash settlement would remain the default. The approval sought is enabling only: it does not commit the Company to settling any distribution in Shares, and the Company would do so only where it considers this beneficial to its liquidity management at the relevant time.

Resolution 6 is an ordinary resolution and the Chairman intends to exercise all available proxies in favour of Resolution 6.

If the Chairman is appointed as your proxy and you have not specified the way the Chairman is to vote on Resolution 6, by signing and returning the Proxy Form, you are considered to have provided the Chairman with an express authorisation for the Chairman to vote the proxy in accordance with the Chairman’s intention, even though Resolution 6 is connected directly or indirectly with the remuneration of Key Management Personnel.

9.2 Listing Rule 7.1 and Listing Rule 7.2, Exception 13(b)

Refer to Section 6.2 for a summary of Listing Rule 7.1 and Listing Rule 7.2, Exception 13(b).

If Resolution 6 is passed, the Company will be able to issue or transfer Shares to satisfy Team Carried Interest Plan payouts over a period of three years from the date of the Meeting without impacting the Company’s 15% Placement Capacity and without requiring Shareholder approval under Listing Rule 7.1. If Resolution 6 is not passed, TCI payouts will continue to be satisfied in cash and the Company will not be able to equity settle those payouts without such issues counting towards the Company’s 15% Placement Capacity.

Shareholder approval is required before any Director can be issued Shares under TCI Equity Settlement arrangements.

9.3 Specific information required by Listing Rule 7.2, Exception 13(b)

The following additional information in relation to Resolution 6 is provided to Shareholders for the purposes of Listing Rule 7.2, Exception 13(b):

(a) A summary of the key terms of the Team Carried Interest Plan is set out in Section 4.2(b);

(b) the Company has not issued any Shares to satisfy Team Carried Interest Plan payouts as this is the first time that Shareholder approval is being sought for TCI Equity Settlement arrangements;

(c) the maximum number of Shares proposed to be issued or transferred to satisfy Team Carried Interest Plan payouts following Shareholder approval is 15,000,000 Shares. This amounts to approximately 5.18% of the current issued share capital of the Company as at 25 September 2026. There is no obligation on the Company to, or guarantee that the Company will, issue the maximum number of Shares. The maximum number of Shares simply sets a "cap" for the purposes of Shareholder approval; and

(d) a voting exclusion statement has been included in the Notice for Resolution 6.

9.4 Directors' Recommendation

The Directors are excluded from voting on Resolution 6 pursuant to the Listing Rules as they are eligible to participate in the Team Carried Interest Plan. Accordingly, the Directors decline to make a recommendation to Shareholders on Resolution 6.

10 RESOLUTION 7 – APPROVAL OF INDEMNIFIED PERSONS' DEEDS OF INDEMNITY, INSURANCE AND ACCESS

10.1 General

Each of the persons listed in Schedule 4 (**Indemnified Persons**) are senior employees who have entered into a deed of indemnity, insurance and access with the Company (**Deed of Indemnity, Insurance and Access**) prior to the Meeting.

It is generally recognised that an officer or former officer of a company may face considerable difficulty in properly answering or defending any claim made against them, particularly, as is often the case, where the claim is brought after the person ceases to hold office. Difficulties may arise by reason of the following:

(a) **No indemnity after cessation of Office**

While a company's constitution provides officers with an indemnity in respect of claims made while they hold office, the indemnity arguably ceases if they cease to hold office and does not extend to cover roles as an officer of a body corporate associated with the company. Without the benefit of an indemnity, the cost of defending such a claim in respect of the actions of an officer or former officer, even if the claim is ultimately proven to be without merit, can be considerable and beyond the financial resources of the individual officer.

(b) **Maintenance of insurance policies**

Officers' insurance policies generally only provide cover for claims made during the currency of the insurance policy. Generally, unless insurance premiums continue to be paid after the time the officer ceases to hold office, claims made after cessation of office will not be covered by the insurance policy. The cost to a former officer of personally maintaining insurance cover after ceasing to hold office can be prohibitive, particularly given the number of years for which insurance must be maintained and given the former officer is unlikely to be receiving income from the company.

(c) **Access to Board papers**

In accordance with section 198F of the Corporations Act, officers have a right to inspect the books of the company:

(i) whilst they hold office; and

(ii) for seven years after ceasing to hold office,

at all reasonable times for the purposes of a legal proceeding to which the person is a party, that the person proposes in good faith to bring or that the person has reason to believe will be brought against them.

Despite this statutory right, officers may require access to company documents which are relevant to the officer's office and not strictly required for the purpose of anticipated, threatened or commenced legal proceedings. Furthermore, although a proceeding may be instituted within six years after a cause of action arises, that six-year period is calculated from the date the damage is found to have occurred – this may be long after the conduct which allegedly caused the damage occurred.

Given these difficulties, a person may be unwilling to become or to remain as an officer of a company without suitable protection being provided by the company. The benefit to such company in providing such protection is that it will continue to be able to attract persons of suitable expertise and experience to act as officers.

Resolution 7 is an ordinary resolution.

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

10.2 Summary of the Deed of Indemnity, Insurance and Access

The Company has entered into Deeds of Indemnity, Insurance and Access, which require:

(a) the Company to indemnify the Indemnified Persons during their Office and after the cessation of that Office, in respect of certain claims made against the Indemnified Persons in relation to the period of their Office to the extent allowable under the Corporations Act;

(b) the Company to use its reasonable endeavours (subject to cost and availability) to maintain an insurance policy and pay the premiums of insurance as assessed at market rates for each Indemnified Person to the extent available under the Corporations Act, in respect of certain claims made against him or her in relation to the period of his or her Office (except to the extent such insurance cannot be procured at a reasonable cost or is otherwise unavailable to the Company) and to continue to pay those premiums for a period of up to seven years following the termination of their Office; and

(c) the Company to provide each Indemnified Person with access, upon ceasing to hold Office and for a period of up to seven years following that cessation, to any Group Company records which are either prepared by or provided to the Indemnified Person during the period which the person held Office.

10.3 Summary of indemnity and insurance provisions in the Corporations Act

In considering Resolution 7, please note the following limitations in the Corporations Act concerning the provision of indemnities and insurance to Company officers. The Deeds of Indemnity, Insurance and Access for which Shareholder approval is sought under Resolution 7 comply with these limitations.

(a) **Section 199A of the Corporations Act**

The Corporations Act sets out specific prohibitions to the Company's ability to grant indemnities for liabilities and legal costs.

The Company is prohibited from indemnifying its Officers against a liability if it is a liability:

(i) to the Company and any of its related bodies corporate;

(ii) to a third party that arose out of conduct involving a lack of good faith; or

(iii) for a pecuniary penalty order or a compensation order under the Corporations Act (such orders being made for breaches such as breaches of director's duties, the related party rules and insolvent trading rules).

The Company is also prohibited from indemnifying its officers against legal costs incurred:

(i) in defending actions where an officer is found liable for a matter for which they cannot be indemnified by the Company as set out immediately above;

(ii) in defending criminal proceedings where the officer is found guilty;

(iii) in defending proceedings brought by the ASIC or a liquidator for a court order if the grounds for making the order are found by the court to be established; or

(iv) in connection with proceedings for relief to the director under the Corporations Act where the court denies the relief.

(b) **Section 199B of the Corporations Act**

If the Company, or a related body corporate of the Company, pays the premium on an insurance policy in favour of a Director, section 199B of the Corporations Act requires the Company to ensure that the relevant contract of insurance does not cover liabilities incurred by the officer arising out of conduct involving either:

(i) a wilful breach of duty in relation to the Company; or

(ii) contravention of the provisions relating to an officer making improper use of information or improper use of their position for their advantage or gain, or to the detriment of the Company.

10.4 Section 200B of the Corporations Act

In accordance with section 200B of the Corporations Act, to give a benefit in connection with a person's retirement from an office, the Company must obtain Shareholder approval in the manner set out in section 200E of the Corporations Act.

The Directors consider that as the:

(a) proposed payment of insurance premiums;

(b) benefit of the indemnity in relation to liabilities incurred during the period an Officer holds office; and

(c) Officer's access to Group entity records,

continue for a period of up to seven years after the Officer ceases to hold Office, each may be viewed as the provision of a benefit given "in connection with" the officer’s retirement for the purposes of section 200B of the Corporations Act.

10.5 Board Recommendation

The Board recommends that Shareholders vote in favour of Resolution 7. Neither the Directors nor the Company are aware of any other information that would be reasonably required by Shareholders to make a decision in relation to the benefits contemplated by Resolution 7.

Schedule 1 – Definitions

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

$ means Australian Dollars

15% Placement Capacity has the meaning given in Section 6.2.

AEDT means Australian Eastern Daylight Time.

Allocation Formula has the meaning given in Section 7.1.

Annual Report means the Directors' Report, the Financial Report and the Auditor's Report in respect to the Financial Year ended 30 June 2026.

ASIC means the Australian Securities and Investments Commission.

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

Auditor's Report means the independent auditor's report on the Financial Report and a report on the Remuneration Report.

Bad Leaver has the meaning given in Schedule 2.

Board means the board of Directors of the Company.

Chairman means the person appointed to chair the Meeting, or any part of the Meeting, convened by the Notice.

Change of Control Event: means the occurrence of a Company announcement that its shareholders have at a Court convened meeting of shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, or any reconstruction, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the Court, by order, approves the scheme of arrangement; a Takeover Bid is announced, has become unconditional; and the person making the Takeover Bid has a Relevant Interest in 50% or more of the issued Shares; or any person acquires a Relevant Interest in 50.1% or more of the issued Shares by any other means.

Carried Interest Point (CIP) has the meaning given in Section 4.2(b).

Closely Related Party has the meaning given in section 9 of the Corporations Act.

Company means Omni Bridgeway Limited (ACN 067 298 088).

Company's TSR means the total shareholder return of the Company over the Performance Period calculated as follows:

$$\frac{(\text{End date share price} - \text{start date share price}) + \text{gross dividends}}{\text{Start date share price}} \times 100$$

Comparator Group means a benchmark group comprising those constituents of the S&P/ASX Small Ordinaries Index (XSO) that are classified in the GICS Financials sector, determined as at the first day of the performance period.

Constitution means the constitution of the Company, as amended from time to time.

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

Deed of Indemnity, Insurance and Access has the meaning given in Section 10.1.

Director means a director of the Company.

Directors' Report means the annual directors' report prepared under Chapter 2M of the Corporations Act for the Company and its controlled entities.

Employee Share Trust means any employee share trust established by or on behalf of the Company from time to time.

Eligible Participant has the meaning given in Section 6.1.

Equity Security has the same meaning as in the Listing Rules.

Executive Plan has the meaning given in Resolution 5.

Explanatory Memorandum means the explanatory memorandum which forms part of the Notice.

Financial Report means the annual financial report prepared under Chapter 2M of the Corporations Act for the Company.

Financial Year means a period from 1 July in any year to 30 June in the following year.

Fund means a fund or investment structure of which a Group Company is the appointed investment advisor or investment manager or service provider.

FY means the financial year of the Company ending on 30 June in that year, for example for FY26 on 30 June 2026.

Good Leaver has the meaning given in Schedule 2.

Group means the Company and each Group Company.

Group Company means any one of the Company or a related body corporate (as defined in the Corporations Act) of the Company.

Indemnified Persons has the meaning given in Section 10.1.

Insurance Run Off Period has the meaning given in Resolution 7.

Invitation means an invitation made to an Eligible Participant to participate in the Managing Director Plan or Executive Plan and be issued Performance Rights in accordance with that Plan.

Key Management Personnel or **KMP** has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

Listing Rules means the listing rules of ASX.

Managing Director Plan has the meaning given in Resolution 3.

Managing Director Performance Rights has the meaning given in Section 7.1.

Meeting has the meaning in the introductory paragraph of the Notice.

Nomination and Remuneration Committee means the Nomination and Remuneration Committee of the Board as established from time to time.

Notice means the notice of meeting which comprises of the notice, agenda, Explanatory Memorandum and Proxy Form.

Office means an office as an Officer.

Officer has the same meaning, as the context requires, given in paragraphs (a) and (b) of the definition of "officer" of a corporation, or in paragraphs (a) and (b) of the definition of "officer" of an entity that is neither an individual nor a corporation, in each case in section 9 of the Corporations Act.

Participants has the meaning given in Section 8.1.

Performance Condition means, in relation to each Performance Right, the performance related conditions which must be satisfied or circumstances which must exist before a Performance Right can be exercised.

Performance Period in respect of a Performance Right means the period commencing on 1 July of the Financial Year in which the applicable invitation is made to a participant and ending 36 months later.

Performance Rights means a performance right which converts into a Share on satisfaction of a specified milestone.

Proxy Form means the proxy form attached to the Notice.

Relevant Interest has the meaning given in the Corporations Act.

Remuneration Report means the remuneration report of the Company contained in the Directors' Report in respect to the Financial Year ended 30 June 2026.

Resolution means a resolution detailed in the Notice.

Schedule means a schedule to this Explanatory Memorandum.

Section means a section of this Explanatory Memorandum.

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

Shareholder means a holder of Shares in the Company.

Share Registry means Computershare Investor Services Pty Limited.

Strike has the meaning given in Section 4.4.

Takeover Bid has the meaning given in the Corporations Act.

Total Fixed Remuneration means in respect of an Eligible Participant, the fixed base gross annual salary plus, if applicable, annual superannuation entitlement but for the avoidance of doubt excluding any other monetary entitlements including to any incentive awards under any Employee Incentive Plan or any other plans operated by a Group Company from time to time, save that if:

(a) the applicable Eligible Participant was not an Eligible Participant on the first day of the Financial Year; or

(b) the base salary payable to the applicable Eligible Participant has been varied during the applicable Financial Year,

such amount shall be adjusted proportionately and determined by the Nomination and Remuneration Committee.

Team Carried Interest Plan means the team carried interest plan adopted by the Company on 7 August 2026 as detailed in Section 4.2(b).

TCI Co has the meaning given in Section 9.1.

TCI Co Board has the meaning given in Section 9.1.

TCI Equity Settlement has the meaning given in Resolution 6.

TCI Participants has the meaning given in Section 9.1.

VWAP means volume weighted average price as defined in the Listing Rules.

Schedule 2 – Summary of the Managing Director Plan and Executive Plan

A summary of the terms of the Managing Director Plan and Executive Plan is set out below. For the purposes of this Schedule 2, a reference to "the Plan" is a reference to the Managing Director Plan or the Executive Plan (as the context requires). The full terms of the Managing Director Plan and Executive Plan may be inspected at the registered office of the Company during normal business hours.

1 **Purpose:** The Managing Director Plan governs the award of long-term incentive Performance Rights to the Chief Executive Officer and Managing Director and the terms and conditions that apply to such Performance Rights. It aims to align the interests of the Chief Executive Officer and Managing Director with those of the Company and its Shareholders, increasing Shareholder value by motivating the Chief Executive Officer and Managing Director and providing an opportunity to share in the success of the Company by acquiring an ownership interest in it.

The Executive Plan is a long-term incentive plan aimed at attracting, incentivising and retaining Eligible Participants (defined below), aligning the interests of Eligible Participants with those of the Company and its Shareholders, increasing Shareholder value by motivating Eligible Participants and providing Eligible Participants with an opportunity to share in the success of the Company by acquiring an ownership interest in it.

2 **Eligible Participant:** The Chief Executive Officer and Managing Director as determined by the Nomination and Remuneration Committee to be eligible to participate in the Managing Director Plan.

Members of the global leadership team (excluding the Managing Director) and potential successors determined by the Nomination and Remuneration Committee to be eligible to participate in the Executive Plan

3 **Invitation:** The Nomination and Remuneration Committee may, from time to time, in its absolute discretion, invite any Eligible Participant to apply for up to a specified number of Performance Rights in such proportion or number of tranches determined by the Nomination and Remuneration Committee, subject to the terms set out in the Plan (**Invitation**).

4 **Grant of Performance Rights:** The Nomination and Remuneration Committee may resolve to issue Performance Rights to Eligible Participants under the Plan, in accordance with the Plan rules, the Corporations Act and the ASX Listing Rules. The Nomination and Remuneration Committee will, in respect of the Eligible Participant, or (where applicable) his or her nominee (**Participant**), issue the Performance Rights which are the subject of the relevant application to such person.

5 **Satisfaction of Performance Conditions**: The Board, on recommendation from the Nomination and Remuneration Committee will determine the Performance Conditions attaching to the Performance Rights which will be specified in the Invitation. The Nomination and Remuneration Committee shall recommend to the Board whether a Performance Right shall vest in accordance with the terms of the Invitation and the Plan and, following the Board determination, the Company shall issue to the Participant a written notice which sets out the number of the Participant's Performance Rights that have vested and the number of the Participant's Performance Rights that have lapsed.

The Performance Conditions attaching to the Performance Rights:

(a) the vesting of the Performance Rights issued under the Managing Director Plan depends on the Company's TSR performance relative to a Comparator Group over a three-year period. The vesting matrix provides for 50% vesting at the 50th percentile, pro rata straight-line vesting between 50% and 100% for performance between the 50th and 75th percentile, and 100% vesting at or above the 75th percentile; and

(b) the vesting of the Performance Rights issued under the Executive Plan depends on three Company performance metrics measured over a 3-year period from the start of the first plan year as follows:

(i) 50% of the total award is determined by the Company's total shareholder return relative to the constituents of the Comparator Group, measured using the Company's VWAP over the 90-trading days ending on the first and last day of the Performance Period respectively, 50% vesting at the 50th percentile, pro rata straight-line vesting between 50% and 100% for performance between the 50th and 75th percentile, and 100% vesting at or above the 75th percentile;

(ii) 25% of the total award is determined by the Company's return on equity measured as a three-year average, with no vesting below 12.5%, 50% vesting at 12.5%, full vesting at or above 17.5% and straight-line vesting in between; and

(iii) 25% of the total award is determined by the Company's growth in assets under management also measured as the compound annual growth rate over the Performance Period, with no vesting below 10%, 50% vesting at 10%, full vesting at or above 15% and straight-line vesting in between.

6 **Exercise on Vesting**: Depending upon the jurisdiction of residence of the applicable Participant, a vested Performance Right may be exercised from the date of vesting up to the expiry date or will automatically be exercised upon vesting.

7 **Ceasing to be Eligible Participant**: unless the Nomination and Remuneration Committee resolves otherwise, any Participant who ceases to be an Eligible Participant:

(c) who is a Bad Leaver will automatically forfeit all of his or her rights, title and interest in all unvested and vested Performance Rights held directly or via a nominee for no monetary consideration on the date the Participant becomes a Bad Leaver;

(d) who is a Good Leaver will:

(i) automatically forfeit all of his or her rights, title and interest in all unvested Performance Rights for no monetary consideration on the date the Participant becomes a Good Leaver; and

(ii) subject at all times to continuing to be a Good Leaver, continue to hold his or her vested Performance Rights in accordance with the Plan.

(e) **Bad Leaver** means a Participant who has:

(i) been given notice of termination of his or her employment or office or other applicable contractual arrangement with the Group; or

(ii) given notice of resignation or termination of the same,

(each, a **Departure**) and in either case, the Nomination and Remuneration Committee determines to be a Bad Leaver, either at the time of Departure or at any time thereafter.

(f) Without fettering in any way the discretion of the Nomination and Remuneration Committee to determine a Participant to be a Bad Leaver:

(i) it is anticipated that a Participant whose Departure follows the occurrence of one or more of the following circumstances shall be determined to be a Bad Leaver:

(a) anything which entitles a Group Company to dismiss or terminate the Participant's contractual arrangements on immediate notice;

(b) an act or omission of the Participant which may give rise to an indictable or criminal offence;

(c) an act or omission of the Participant determined by the Board to be wilful misconduct, negligence, defalcation or breach of law; or

(d) an act or omission of the Participant determined by the Board to be a material breach of the Participant's contractual or other legal or equitable duties as an employee or officer or service provider of a Group Company or to bring such entity into disrepute; and

(ii) it is anticipated that a Participant whose Departure results from their death, permanent disability or genuine retirement shall not be determined to be a Bad Leaver subject, in the case of retirement, to such Participant remaining in the reasonable opinion of the Nomination and Remuneration Committee to be retired.

(g) **Good Leaver** means a Participant in respect of whom a Departure has occurred, in circumstances other than as a Bad Leaver.

(h) A Good Leaver will be deemed to breach the Good Leaver post Departure conditions in any of the following circumstances if, following their Departure but prior to the receipt by the Good Leaver of all of their remaining entitlements pursuant to any vested Performance Rights, the Nomination and Remuneration Committee determines that the Good Leaver:

(i) failed to comply with any ongoing contractual obligations to any member of the Group;

(ii) in any capacity whatsoever carries on, operates or is engaged, interested or employed in any business operated in any format which carries on an activity the same as or similar to or competitive with any business of the Group;

(iii) interferes with or disrupts directly or indirectly (or attempts to interfere or disrupt) the relationship, contractual or otherwise, between any member of the Group or a Fund and any of its existing or prospective investors or counterparties;

(iv) induces, solicits (or attempts to induce or solicit) any existing or prospective investors or counterparties of a member of the Group or a Fund to deal with the Good Leaver directly or indirectly;

(v) induces, encourages or solicits directly or indirectly any person employed or otherwise engaged by a member of the Group but excluding any person employed or engaged in an administrative, clerical, manual or secretarial capacity, to leave the employment or agency of or to cease providing services to the Group;

(vi) employs or engages any person or entity who was previously employed or engaged by a member of the Group but shall not include any employee employed in an administrative, clerical, manual or secretarial capacity; or

(vii) directly or indirectly through others, makes any statement that disparages or criticises a member of the Group or a Fund or any of its or their officers, directors, members, managers, employees or agents, or which causes or is calculated or likely to cause damage or harm to the business interests or reputation of the Group or a Fund or any of its or their officers, directors, members, managers, employees or agents.

8 Malus and Clawback:

Malus

If any Participant or former Participant is determined by the Nomination and Remuneration Committee to have, whether alone or in conjunction with others:

(a) wilfully or deliberately engaged in conduct which:

(i) was fraudulent or dishonest in connection to the business of a Group Company; or

(ii) has resulted in material:

(a) reputational damage to any Group Company; or

(b) misstatements or omissions in the financial statements of the Company,

save where such conduct was in compliance with the Group's risk management processes, procedures and authorisations as in force at the applicable time;

(b) committed gross misconduct; or

(c) been convicted of an offence or has an adverse judgment entered against them in connection with the affairs of any Group Company which is of a serious nature,

(each a **Malus Event**), the Nomination and Remuneration Committee may take any action it considers appropriate with respect to the unvested Performance Rights held by such Participant, including declaring:

(i) such Performance Rights to immediately expire for no consideration; and/or

(ii) the applicable terms and conditions, including the Performance Conditions, to be amended in such manner as the Board may determine in its absolute discretion (subject to compliance with the Listing Rules).

Clawback

If a Clawback Participant is determined by the Nomination and Remuneration Committee to have, during the Clawback Period, whether alone or in conjunction with others:

(a) wilfully or deliberately engaged in conduct which:

(i) was fraudulent or dishonest in connection to the business of a Group Company; or

(ii) has resulted in material:

(a) reputational damage to any Group Company; or

(b) misstatements or omissions in the financial statements of the Company,

save where such conduct was in compliance with the Group's risk management processes, procedures and authorisations as in force at the applicable time; or

(b) committed gross misconduct;

(each a **Clawback Event**), the Nomination and Remuneration Committee may determine that:

(c) any unvested Performance Rights held by the Clawback Participant lapse;

(d) any Clawback Vested Performance Rights lapse;

(e) the Clawback Participant is required to repay the Company as a debt an amount not exceeding the higher of (i) the value of Shares issued under the Plan or in respect of Clawback Vested Performance Rights and (ii) the amount received by the Clawback Participant upon sale of such Shares, in both cases, after accounting for any tax expenses or taxes paid and any applicable costs of sale of Shares such as brokerage costs; and/or

(f) take any other action that the Nomination and Remuneration Committee considers appropriate and which is agreed with the relevant Clawback Participant.

The following terms apply for the purposes of the malus and clawback provisions of the Plans:

Clawback Participant means an Eligible Participant, or where a participant is a nominee, the Eligible Participant by virtue of whom such nominee holds Performance Rights.

Clawback Period means a period commencing on the date the applicable Clawback Participant became a Participant and ending on the earlier of (i) a Change of Control Event and (ii) the date which is 12 months from when the applicable Clawback Participant ceased to be an Eligible Participant.

Clawback Vested Performance Rights means any Performance Rights held by a Clawback Participant which vested in the Relevant Period.

Relevant Period means the period commencing on the date the Nomination and Remuneration Committee determines the Clawback Event to have first commenced and ending on the expiry of the Clawback Period.

The malus and clawback provisions can apply to former Participants.

9 **Lapsing of Performance Rights:** A Performance Right lapses:

(a) in the case of a vested Performance Right, on the expiry date; and

(b) in the case of an unvested Performance Right, on the earlier of:

(i) the date of the issue of a notice of lapse by the Company; or

(ii) otherwise in accordance with the Plan.

10 **Issue of Shares on vesting of Performance Rights**: Subject to the Corporations Act, the Listing Rules and the Plan, the Company must issue to, or procure the transfer to, the Participant (or to the trustee of the Employee Share Trust to be held on behalf of the Participant) the number of Shares the Participant is entitled to be issued in respect of vested Performance Rights that are exercised.

11 **Share ranking**: All Shares issued under the Plans upon the exercise of vested Performance Rights will rank equally with all other issued Shares.

12 **Change of Control**: All unvested Performance Rights automatically vest and are deemed to have been exercised automatically where one of the following events has occurred or, in the opinion of the Board, will occur:

(a) the Company announces that its Shareholders have at a Court convened meeting of shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the Court, by order, approves the scheme of arrangement;

(b) a Takeover Bid:

(i) is announced;

(ii) has become unconditional; and

(iii) the person making the Takeover Bid has a Relevant Interest in 50% or more of the Shares; or

(c) any person acquires a Relevant Interest in 50% or more of the Shares by any other means.

13 **Transferability**: A Participant may not transfer, assign, novate, grant a security interest or otherwise dispose of or deal with a Performance Right or any interest in them other than in respect of the

transmission of a Performance Right to a Participant's legal representative upon death or legal incapacity, with the prior approval of the Nomination and Remuneration Committee or as required by law, and any purported disposal or dealing will not be recognised in any capacity by the Company and shall, unless otherwise determined by the Nomination and Remuneration Committee, result in the affected Performance Rights lapsing immediately.

14 **General Provisions**: Whenever the number or type of securities issuable upon exercise of a Performance Right is adjusted pursuant to the Plan, the Company shall give notice of the adjustment to the Participant and the ASX, as required, together with calculations on which the adjustment is based.

15 **Amendments**: Subject to the Plan and the Listing Rules, the Board may from time to time amend or supplement the rules of a Plan in any respect. However, in respect of an issued Performance Right no amendment made to the terms and conditions of the Plan or the Performance Rights shall bind a Participant in respect of such Performance Rights unless such amendment:

(a) is consented to in writing by a Participant; or

(b) is introduced for complying with, or conforming to, the Listing Rules, or State or Commonwealth legislation governing or regulating the maintenance or operation of the Plan or similar plans.

Schedule 3 - Terms and Conditions of the Managing Director Performance Rights

1 **Issue Price:** Managing Director Performance Rights issued or granted under the Managing Director Plan to Mr Raymond van Hulst (or his nominee) (**Holder**) will be issued for no consideration and shall have no exercise price.

2 **Expiry Date:** means the day ending at 5.00pm (AEDT) on the date 15 years after the date of issue or such earlier date as may be notified to the Holder by the Nomination and Remuneration Committee following a change in applicable law or upon the direction of an applicable regulatory authority (including ASX), save that such date shall be at least 20 business days after:

(a) the date of notification of the change to the Expiry Date; or

(b) if the End Date (being, the last day of a Performance Period) occurs during the period referred to in (a), the date of issue of a vesting notice or a lapse notice; or

(c) if the End Date occurs before the period referred to in (a) but no vesting notice or lapse notice has been issued as the Nomination and Remuneration Committee is still determining whether the Performance Condition has been satisfied, the date of a vesting notice or a lapse notice.

3 **Determination of Performance Conditions:** The Managing Director Performance Rights will vest subject to the Company's TSR performance relative to a Comparator Group over a three-year period. The vesting matrix provides for 50% vesting at the 50th percentile, pro rata straight-line vesting between 50% and 100% for performance between the 50th and 75th percentile, and 100% vesting at or above the 75th percentile.

4 **Satisfaction of Performance Conditions**: At the end of each Performance Period, the Nomination and Remuneration Committee will:

(a) determine in its sole discretion whether and, if so, the extent to which, the Performance Conditions applicable to that Performance Period have been satisfied;

(b) if the Performance Conditions have been satisfied, determine whether a Managing Director Performance Right has vested or lapsed;

(c) advise the Holder in writing:

(i) of the applicable number of vested Managing Director Performance Rights now held by the Holder; or

(ii) of the applicable number of Managing Director Performance Rights that have lapsed; and

(d) amend the register to reflect the vesting or lapse of the Managing Director Performance Rights.

5 **Exercise on Vesting:** A vested Managing Director Performance Right may be exercised from the date of vesting up the Expiry Date.

6 **Ceasing to be Eligible Participant**: If the Holder ceases to be an Eligible Participant and is:

(a) a Bad Leaver, he will automatically forfeit all of his rights, title and interest in all unvested and vested Performance Rights held directly or via a nominee for no monetary consideration on the date the Holder becomes a Bad Leaver;

(b) a Good Leaver, he will:

(i) automatically forfeit all of his rights, title and interest in all unvested Performance Rights for no monetary consideration on the date the Holder becomes a Good Leaver; and

(ii) subject at all times to continuing to be a Good Leaver, continue to hold his vested Performance Rights in accordance with the Managing Director Plan.

(c) **Bad Leaver** means a Participant who has:

(i) been given notice of termination of his or her employment or office or other applicable contractual arrangement with the Group; or

(ii) given notice of resignation or termination of the same,

(each, a **Departure**) and in either case, the Nomination and Remuneration Committee determines to be a Bad Leaver, either at the time of Departure or at any time thereafter.

(d) Without fettering in any way the discretion of the Nomination and Remuneration Committee to determine a Participant to be a Bad Leaver:

(i) it is anticipated that a Participant whose Departure follows the occurrence of one or more of the following circumstances shall be determined to be a Bad Leaver:

(a) anything which entitles a Group Company to dismiss or terminate the Participant's contractual arrangements on immediate notice;

(b) an act or omission of the Participant which may give rise to an indictable or criminal offence;

(c) an act or omission of the Participant determined by the Board to be wilful misconduct, negligence, defalcation or breach of law; or

(d) an act or omission of the Participant determined by the Board to be a material breach of the Participant's contractual or other legal or equitable duties as an employee or officer or service provider of a Group Company or to bring such entity into disrepute; and

(ii) it is anticipated that a Participant whose Departure results from their death, permanent disability or genuine retirement shall not be determined to be a Bad Leaver subject, in the case of retirement, to such Participant remaining in the reasonable opinion of the Nomination and Remuneration Committee to be retired.

(e) **Good Leaver** means a Participant in respect of whom a Departure has occurred, in circumstances other than as a Bad Leaver.

(f) A Good Leaver will be deemed to breach the Good Leaver post Departure conditions in any of the following circumstances if, following their Departure but prior to the receipt by the Good Leaver of all of their remaining entitlements pursuant to any vested Performance Rights, the Nomination and Remuneration Committee determines that the Good Leaver:

(i) failed to comply with any ongoing contractual obligations to any member of the Group;

(ii) in any capacity whatsoever carries on, operates or is engaged, interested or employed in any business operated in any format which carries on an activity the same as or similar to or competitive with any business of the Group;

(iii) interferes with or disrupts directly or indirectly (or attempts to interfere or disrupt) the relationship, contractual or otherwise, between any member of the Group or a Fund and any of its existing or prospective investors or counterparties;

(iv) induces, solicits (or attempts to induce or solicit) any existing or prospective investors or counterparties of a member of the Group or a Fund to deal with the Good Leaver directly or indirectly;

(v) induces, encourages or solicits directly or indirectly any person employed or otherwise engaged by a member of the Group but excluding any person employed or engaged in an administrative, clerical, manual or secretarial capacity, to leave the employment or agency of or to cease providing services to the Group;

(vi) employs or engages any person or entity who was previously employed or engaged by a member of the Group but shall not include any employee employed in an administrative, clerical, manual or secretarial capacity; or

(vii) directly or indirectly through others, makes any statement that disparages or criticises a member of the Group or a Fund or any of its or their officers, directors, members, managers, employees or agents, or which causes or is calculated or likely to cause damage or harm to the business interests or reputation of the Group or a Fund or any of its or their officers, directors, members, managers, employees or agents.

7 Malus and Clawback:

Malus

If the Holder is determined by the Nomination and Remuneration Committee to have, whether alone or in conjunction with others:

(a) wilfully or deliberately engaged in conduct which:

(i) was fraudulent or dishonest in connection to the business of a Group Company; or

(ii) has resulted in material:

(a) reputational damage to any Group Company; or

(b) misstatements or omissions in the financial statements of the Company,

save where such conduct was in compliance with the Group's risk management processes, procedures and authorisations as in force at the applicable time;

(b) committed gross misconduct; or

(c) been convicted of an offence or has an adverse judgment entered against them in connection with the affairs of any Group Company which is of a serious nature,

(each a **Malus Event**), the Nomination and Remuneration Committee may take any action it considers appropriate with respect to the unvested Managing Director Performance Rights held by the Holder, including declaring:

(i) such Managing Director Performance Rights to immediately expire for no consideration; and/or

(ii) the applicable terms and conditions, including the Performance Conditions, to be amended in such manner as the Board may determine in its absolute discretion (subject to compliance with the Listing Rules).

Clawback

If the Holder is determined by the Nomination and Remuneration Committee to have, during the Clawback Period, whether alone or in conjunction with others:

(a) wilfully or deliberately engaged in conduct which:

(i) was fraudulent or dishonest in connection to the business of a Group Company; or

(ii) has resulted in material:

(a) reputational damage to any Group Company; or

(b) misstatements or omissions in the financial statements of the Company,

save where such conduct was in compliance with the Group's risk management processes, procedures and authorisations as in force at the applicable time; or

(b) committed gross misconduct;

(each a **Clawback Event**), the Nomination and Remuneration Committee may determine that:

(a) any unvested Managing Director Performance Rights held by the Holder lapse;

(b) any Clawback Vested Performance Rights lapse;

(c) the Holder is required to repay the Company as a debt an amount not exceeding the higher of (i) the value of Shares issued under the Managing Director Plan or in respect of Clawback Vested Managing Director Performance Rights and (ii) the amount received by the Holder upon sale of such Shares, in both cases, after account for any tax expenses or taxes paid and any applicable costs of sale of Shares such as brokerage costs; and/or

(d) take any other action that the Nomination and Remuneration Committee considers appropriate and which is agreed with the Holder.

The following terms apply for the purposes of the malus and clawback provisions:

Clawback Period means a period commencing on the date the Holder became a participant in the Managing Director Plan and ending on the earlier of (i) a Change of Control Event and (ii) the date which is 12 months from when the Holder ceased to be an Eligible Participant for the purposes of the Managing Director Plan.

Clawback Vested Performance Rights means any Managing Director Performance Rights held by the Holder which vested in the Relevant Period.

Relevant Period means the period commencing on the date the Nomination and Remuneration Committee determines the Clawback Event to have first commenced and ending on the expiry of the Clawback Period.

8 **Lapsing of Performance Rights:** A Managing Director Performance Right lapses:

(a) in the case of a vested Managing Director Performance Right, on the Expiry Date; and

(b) in the case of an unvested Managing Director Performance Right, on the earlier of:

(i) the date of the issue of a notice of lapse by the Company; or

(ii) otherwise in accordance with the Managing Director Plan.

9 **Issue of Shares on vesting of Performance Rights**: Subject to the Corporations Act, the Listing Rules and the Managing Director Plan, the Company must issue to, or procure the transfer to, the Holder (or

to the trustee of the Employee Share Trust to be held on behalf of the Holder) the number of Shares the Holder is entitled to be issued in respect of vested Managing Director Performance Rights that are exercised.

10 **Share ranking**: All Shares issued under the Managing Director Plan will rank equally with all other issued Shares.

11 **Listing of shares on ASX**: The Company will use its best endeavours to obtain official quotation of all Shares issued under the Managing Director Plan on ASX.

12 **Change of Control**: All unvested Managing Director Performance Rights automatically vest and are deemed to have been exercised automatically where one of the following events has occurred or, in the opinion of the Board, will occur:

(a) the Company announces that its Shareholders have at a Court convened meeting of shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the Court, by order, approves the scheme of arrangement;

(b) a Takeover Bid:

(i) is announced;

(ii) has become unconditional; and

(iii) the person making the Takeover Bid has a Relevant Interest in 50% or more of the Shares; or

(c) any person acquires a Relevant Interest in 50.1% or more of the Shares by any other means.

13 **Adjustment for bonus issues**: If Shares are issued pro rata to Shareholders generally by way of bonus issue, the number of Managing Director Performance Rights to which the Holder is entitled shall be increased by that number of securities which the Holder would have been issued if the Managing Director Performance Rights then held by the Holder were exercised immediately prior to the record date of the bonus issue.

14 **Pro rata issues**: If during the term of any Managing Director Performance Right, the Company makes a pro rata issue of securities to Shareholders by way of a rights issue, the Holder shall not be entitled to participate in the rights issue in respect of any Managing Director Performance Rights. The Holder will not be entitled to any adjustment to the number of Shares issued under the Managing Director Plan that he is entitled to or adjustment to any Performance Condition which is based, in whole or part, on the Company's share price, as a result of the Company undertaking a rights issue.

15 **Adjustment for reconstruction**: In the event of any reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Company, the number of Managing Director Performance Rights to which the Holder is entitled shall be reconstructed (as appropriate) in accordance with the Listing Rules and in a manner determined by the Board to ensure that no advantage or disadvantage accrues to the Holder as a result of such corporate actions.

16 **Hedging transactions**: The Holder is prohibited from entering into any transactions (whether through the use of derivatives or otherwise) which seek to mitigate any economic risk or exposure in relation to any Managing Director Performance Rights, including, without limitation, entering into a put option (or similar transaction) in respect of Shares which may become issued pursuant to Managing Director Performance Rights to mitigate the risk of a change in the price of the Shares between the date of the put option and the date the Shares may become issued.

17 **Amendments**: Subject to the Managing Director Plan and the Listing Rules, the Board may from time to time amend or supplement the Managing Director Plan rules in any respect. However, in respect of an issued Managing Director Performance Right no amendment made to the terms and conditions of the Managing Director Plan or the Managing Director Performance Rights shall bind the Holder in respect of such Managing Director Performance Rights unless such amendment:

(a) is consented to in writing by the Holder; or

(b) is introduced for complying with, or conforming to, the Listing Rules, or State or Commonwealth legislation governing or regulating the maintenance or operation of the Managing Director Plan or similar plans.

18 **Managing Director Plan**: The Managing Director Performance Rights are otherwise subject to the terms and conditions of the Managing Director Plan.

Schedule 4 – Indemnified Persons

1. David Breeney

OMNI BRIDGEWAY

Omni Bridgeway Limited
ABN 45 067 298 088

Need assistance?

Phone:
1300 850 505 (within Australia)
+61 3 9415 4000 (outside Australia)

Online:
www.investorcentre.com/contact

YOUR VOTE IS IMPORTANT
For your proxy appointment to be effective it must be received by **10:00am (AEDT) on Sunday, 25 October 2026.**

Proxy Form

How to Vote on Items of Business

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

APPOINTMENT OF PROXY

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

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

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

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

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

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

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

PARTICIPATING IN THE MEETING

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

Lodge your Proxy Form:

Online:

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

Your secure access information is

Control Number: 189035

SRN/HIN:

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

By Mail:

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

By Fax:

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

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

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

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

Proxy Form

Please mark ☒ to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

I/We being a member/s of Omni Bridgeway Limited hereby appoint

☐ **the Chairman of the Meeting** **OR** ______________________

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

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Annual General Meeting of Omni Bridgeway Limited to be held at the Amora Jamison Hotel, 11 Jamison St, Sydney NSW 2000 on Tuesday, 27 October 2026 at 10:00am (AEDT) and at any adjournment or postponement of that meeting.

Chairman authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Resolutions 1, 3, 4, 5, 6 and 7 (except where I/we have indicated a different voting intention in step 2) even though Resolutions 1, 3, 4, 5, 6 and 7 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

Important Note: If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Resolutions 1, 3, 4, 5, 6 and 7 by marking the appropriate box in step 2.

Step 2 Items of Business

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

		For	Against	Abstain
Resolution 1	Adoption of the Remuneration Report	☐	☐	☐
Resolution 2	Re-election of Mr Michael Green as Director	☐	☐	☐
Resolution 3	Approval of the Managing Director Plan	☐	☐	☐
Resolution 4	Issue of Managing Director Performance Rights	☐	☐	☐
Resolution 5	Approval of the Executive Plan	☐	☐	☐
Resolution 6	Approval of the Right to Equity Settle Team Carried Interest Plan Awards	☐	☐	☐
Resolution 7	Approval of Indemnified Persons' Deeds of Indemnity, Insurance and Access	☐	☐	☐

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

Step 3 Signature of Securityholder(s)

This section must be completed.

Individual or Securityholder 1	Securityholder 2	Securityholder 3	
			/ /
Sole Director & Sole Company Secretary	Director	Director/Company Secretary	Date

Update your communication details *(Optional)*

Mobile Number

Email Address

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

computershare