

13 October 2026

Annual General Meeting Notice

Tinybeans Group Limited (ASX: TNY, OTCQB: TNYF) advises that its Annual General Meeting will be held on Wednesday, 11 November 2026.

Attached are copies of the following documents in relation to the Meeting:

- Notice of Meeting
- Sample Proxy Form¹
- Sample Access Letter to shareholders¹

¹Personalised copies will be sent to each shareholder.

This announcement has been approved by the Board of Directors.

For further information:

Tracy Cho
CEO

tracy.cho@tinybeans.com

Rebecca White
Executive Director & CFO

rebecca.white@tinybeans.com

Jane Morgan
Investor & Media Relations

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About Tinybeans Group Limited

Tinybeans Group Limited (ASX:TNY, OTCQB: TNYF) is a global, privacy-first technology platform building trusted digital experiences for families. Founded in 2012, the Tinybeans platform operates on a premium subscription model, an e-commerce photo products store, and brand partnerships, serving ~95k paid subscribers and ~1 million active families worldwide. The platform's invite-only, private architecture positions it as the trusted alternative to mainstream social media for families who value privacy and security.

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Tinybeans Group Limited

ACN 168 481 614

(Company)

NOTICE OF MEETING

Notice is given that an Annual General Meeting (**Meeting**) of the shareholders of the Company (**Shareholders**) will be held as follows:

Time: 11.00am (AEDT)

Date: Wednesday, 11 November 2026

Place: The offices of Traverse Accountants at 24-26 Kent Street, Millers Point, NSW

In accordance with section 110D of the *Corporations Act 2001* (Cth) (**Corporations Act**), the Company will not be sending hard copies of this Notice of Meeting (**Notice**) unless a Shareholder has elected to receive documents in hard copy in accordance with the timeframe specified in section 110E(8) of the Corporations Act.

All Shareholders will be able to access the Notice on the Company's website at <https://tinybeans.com/investors/>. The Company has also provided the meeting materials on the Company's ASX Market Announcements Platform.

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

Terms and abbreviations used in this Notice are defined in the Glossary in section 12 of the Explanatory Statement.

ANNUAL REPORT FOR 2026:

<https://investors.tinybeans.com/>

The Notice is an important document and should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

Should you wish to discuss the matters in this Notice, please contact the Company Secretary, Adam Gallagher, on +61 428 130 447 or via email at adam.gallagher@tinybeans.com.

NOTICE OF ANNUAL GENERAL MEETING

Ordinary Business

1. Agenda Item 1 – Financial statements and reports

To receive and consider the Company's 2026 Annual Report comprising the Directors' Report, the Auditor's Report and the Financial Report (which includes the Directors' Declaration, Statement of Financial Performance, Balance Sheet, Statement of Cashflows and notes to and forming part of the financial statements) for the Company and its controlled entities for the financial year ended 30 June 2026.

2. Resolution 1 – Adoption of Remuneration Report

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

"That, for the purposes of section 250R(2) of the Corporations Act and for all other purposes, approval is given for the adoption of the Remuneration Report as contained in the Company's 2026 Annual Report for the financial year ended 30 June 2026."

Note: The vote on this Resolution is advisory only and does not bind the Directors or the Company.

Voting Exclusion Statement

In accordance with section 250R of the Corporations Act, a vote on this Resolution must not be cast (in any capacity) by or on behalf of either of the following persons:

- a member of the Key Management Personnel whose remuneration details are included in the Remuneration Report; or
- a Closely Related Party of such member.

However, the above persons may cast a vote on this Resolution if:

- the person does so as a proxy; and
- the vote is not cast on behalf of a member of the Key Management Personnel whose remuneration details are included in the Remuneration Report or a Closely Related Party of such a member; and
- either:
 - the voter is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or
 - the voter is the Chair of the Meeting and the appointment of the Chair as proxy does not specify the way the proxy is to vote on this Resolution and expressly authorises the Chair to vote as the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel of the Company or, if the Company is part of a consolidated entity, for the entity.

3. Resolution 2 – Election of Director – Clifford Sirlin

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

"That Clifford Sirlin, a Director appointed by the Board under rule 4.3 of the Company's Constitution since the date of the previous annual general meeting and who retires in accordance with rule 4.7(a) of the Constitution, being eligible and offering himself for election, be elected as a Director of the Company in accordance with ASX Listing Rule 14.4."

4. Resolution 3 – Election of Director – Rebecca White

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

"That Rebecca White, a Director appointed by the Board under rule 4.3 of the Company's Constitution since the date of the previous annual general meeting and who retires in accordance with rule 4.7(a) of the

Constitution, being eligible and offering herself for election, be elected as a Director of the Company in accordance with ASX Listing Rule 14.4."

5. Resolution 4 – Adoption of US Option Plan

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

*"That, for the purposes of ASX Listing Rule 7.2 (Exception 13(b)) and for all other purposes, the Shareholders approve the adoption of the Company's Amended and Restated US Employees 2026 Stock Option Plan (**US Option Plan**), and the issue of up to 9,167,011 Equity Securities under the US Option Plan within the next three years as an exception to ASX Listing Rule 7.1, on the terms and conditions set out in the Explanatory Statement."*

Voting Exclusion Statement

The Company will disregard any votes cast in favour of Resolution 4 by or on behalf of:

- a person who is eligible to participate in the US Option Plan; or
- an associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 4 by:

- a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair of the Meeting to vote on that Resolution as the Chair of the Meeting decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
 - the holder votes on that Resolution in accordance with the directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition Statement: In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on Resolution 4 if:

- the proxy is either:
 - a member of the Key Management Personnel; or
 - a Closely Related Party of a member of the Key Management Personnel; and
- the appointment does not specify the way the proxy is to vote on the resolution.

However, the above prohibition does not apply if:

- the proxy is the Chair of the Meeting; and
- the appointment expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

6. Resolution 5 – Re-adoption of Employee Incentive Plan

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

*"That, for the purposes of ASX Listing Rule 7.2 (Exception 13(b)), section 260C(4) of the Corporations Act and for all other purposes, the Shareholders approve the re-adoption of the Company's Employee Incentive Plan (**Incentive Plan**), and the issue of up to 9,167,011 Equity Securities under the Incentive Plan within the next three years as an exception to ASX Listing Rule 7.1, on the terms and conditions set out in the Explanatory Statement."*

Voting Exclusion Statement

The Company will disregard any votes cast in favour of Resolution 5 by or on behalf of:

- a person who is eligible to participate in the Employee Incentive Plan; or
- an associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 5 by:

- a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair of the Meeting to vote on that Resolution as the Chair of the Meeting decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
 - the holder votes on that Resolution in accordance with the directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition Statement: In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on Resolution 5 if:

- the proxy is either:
 - a member of the Key Management Personnel; or
 - a Closely Related Party of a member of the Key Management Personnel; and
- the appointment does not specify the way the proxy is to vote on the Resolution.

However, the above prohibition does not apply if:

- the proxy is the Chair of the Meeting; and
- the appointment expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

7. Resolution 6 – Approval for the issue of Shares in lieu of cash remuneration to Executive Director, Rebecca White, under ASX Listing Rule 10.11

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

“That, for the purposes of ASX Listing Rule 10.11 and for all other purposes, Shareholders approve the Company's issue of 117,175 Shares at a notional issue price of \$0.07482 per Share to Rebecca White (or her nominee), being an Executive Director of the Company, in lieu of cash remuneration, on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion Statement

The Company will disregard any votes cast in favour of Resolution 6 by or on behalf of:

- Rebecca White (or her nominee) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- an associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 6 by:

- a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair of the Meeting to vote on that Resolution as the Chair of the Meeting decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
 - the holder votes on that Resolution in accordance with the directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition Statement: In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on Resolution 6 if:

- the proxy is either:
 - a member of the Key Management Personnel; or
 - a Closely Related Party of a member of the Key Management Personnel; and
- the appointment does not specify the way the proxy is to vote on the Resolution.

However, the above prohibition does not apply if:

- the proxy is the Chair of the Meeting; and
- the appointment expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

8. Resolution 7 – Approval for the issue of Shares in lieu of cash remuneration to non-Executive Director, Andrew Silverberg, under ASX Listing Rule 10.11

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

“That, for the purposes of ASX Listing Rule 10.11 and for all other purposes, Shareholders approve the Company's issue of 394,793 Shares at a notional issue price of \$0.09333 per Share to Andrew Silverberg (or his nominee), being a non-Executive Director of the Company, in lieu of cash remuneration, on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion Statement

The Company will disregard any votes cast in favour of Resolution 7 by or on behalf:

- Andrew Silverberg (or his nominee) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- an associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 7 by:

- a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair of the Meeting to vote on that Resolution as the Chair of the Meeting decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
 - the holder votes on that Resolution in accordance with the directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition Statement: In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on Resolution 7 if:

- the proxy is either:
 - a member of the Key Management Personnel; or
 - a Closely Related Party of a member of the Key Management Personnel; and
- the appointment does not specify the way the proxy is to vote on the Resolution.

However, the above prohibition does not apply if:

- the proxy is the Chair of the Meeting; and
 - the appointment expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

9. Resolution 8 – Approval for the issue of Shares in lieu of cash remuneration to non-Executive Director, Mike Rothman, under ASX Listing Rule 10.11

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

“That, for the purposes of ASX Listing Rule 10.11 and for all other purposes, Shareholders approve the Company's issue of 394,793 Shares at a notional issue price of \$0.09333 per Share to Mike Rothman (or his nominee), being a Director of the Company, in lieu of cash remuneration, on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion Statement

The Company will disregard any votes cast in favour of Resolution 8 by or on behalf of:

- Mike Rothman (or his nominee) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- an associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 8 by:

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

- the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair of the Meeting to vote on that Resolution as the Chair of the Meeting decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
 - the holder votes on that Resolution in accordance with the directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition Statement: In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on Resolution 8 if:

- the proxy is either:
 - a member of the Key Management Personnel; or
 - a Closely Related Party of a member of the Key Management Personnel; and
- the appointment does not specify the way the proxy is to vote on the Resolution.

However, the above prohibition does not apply if:

- the proxy is the Chair of the Meeting; and
 - the appointment expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

10. Resolution 9 – Approval for the issue of Shares in lieu of cash remuneration to non-Executive Director, Clifford Sirlin, under ASX Listing Rule 10.11

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

“That, for the purposes of ASX Listing Rule 10.11 and for all other purposes, Shareholders approve the Company's issue of 268,779 Shares at a notional issue price of \$0.07812 per Share to Clifford Sirlin (or his nominee), being a non-Executive Director of the Company, in lieu of cash remuneration, on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion Statement

The Company will disregard any votes cast in favour of Resolution 9 by or on behalf of:

- Clifford Sirlin (or his nominee) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- an associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 9 by:

- a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair of the Meeting to vote on that Resolution as the Chair of the Meeting decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
 - the holder votes on that Resolution in accordance with the directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition Statement: In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on Resolution 9 if:

- the proxy is either:
 - a member of the Key Management Personnel; or
 - a Closely Related Party of a member of the Key Management Personnel; and
- the appointment does not specify the way the proxy is to vote on the Resolution.

However, the above prohibition does not apply if:

- the proxy is the Chair of the Meeting; and
 - the appointment expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

11. Resolution 10 – Approval of Additional 10% Placement Facility under ASX Listing Rule 7.1A

To consider and, if thought fit, pass, with or without amendment, the following resolution as a **Special Resolution**:

“That, for the purposes of ASX Listing Rule 7.1A and for all other purposes, Shareholders approve the issue of Equity Securities up to a further 10% of the issued capital of the Company (at the time of issue), calculated in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 and on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion Statement

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

However, this does not apply to a vote cast in favour of Resolution 10 by:

- a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair of the Meeting to vote on that Resolution as the Chair of the Meeting decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
 - the holder votes on that Resolution in accordance with the directions given by the beneficiary to the holder to vote in that way.

12. Resolution 11 – Approval of Amendments to the Constitution

To consider and, if thought fit, pass, with or without amendment, the following resolution as a **Special Resolution**:

“That, pursuant to section 136(2) of the Corporations Act and for all other purposes, the Constitution of the Company be amended to remove references to cheque payments and make consequential amendments to facilitate electronic payment methods, as set out in the Explanatory Statement, with effect from the close of the Meeting.”

General Business

To consider any other business as may be lawfully put forward in accordance with the Constitution of the Company.

Dated: 12 October 2026

BY ORDER OF THE BOARD
Tinybeans Group Limited

Adam Gallagher
Company Secretary

EXPLANATORY STATEMENT

1. Introduction

This Explanatory Statement has been prepared for the information of Shareholders of the Company in connection with the business to be conducted at the Meeting to be held in person at:

Time: 11.00am (AEDT)

Date: Wednesday, 11 November 2026

Place: The offices of Traverse Accountants at 24-26 Kent Street, Millers Point, NSW

This Explanatory Statement should be read in conjunction with, and forms part of, the accompanying Notice of Annual General Meeting. The purpose of this Explanatory Statement is to provide information to Shareholders in deciding whether or not to pass the Resolutions in the Notice of Annual General Meeting. A Proxy Form is located at the end of the Explanatory Statement.

2. Information for Shareholders

2.1 Eligibility to vote

The Directors have determined, pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth), that persons eligible to vote at the Meeting are those who are registered as Shareholders at 7:00pm (AEDT) on Monday, 9 November 2026.

2.2 Meeting Considerations and Shareholder Questions

The Meeting of the Shareholders to which this Notice relates will be held at 11.00am (AEDT) on Wednesday, 11 November 2026 at the offices of Traverse Accountants at 24-26 Kent Street, Millers Point, NSW.

Shareholders are encouraged to submit questions in advance of the Meeting to the Company.

Questions submitted prior to the Meeting must be sent in writing to the Company Secretary, Adam Gallagher, at adam.gallagher@tinybeans.com at least 2 Business Days before the Meeting, being no later than 11.00am (AEDT) on Monday, 9 November 2026. Written questions for the Company's auditor must be submitted by 5.00pm (AEDT) on Wednesday, 4 November 2026, as set out in section 3.2 of the Explanatory Statement.

All Shareholders will have a reasonable opportunity to ask questions during the Meeting.

To ensure that as many Shareholders as possible have the opportunity to speak, Shareholders are requested to observe the following:

- all Shareholder questions should be stated clearly and should be relevant to the business of the Meeting;
- if a Shareholder has more than one question on an item, all questions should be asked at the one time; and
- Shareholders should not ask questions at the Meeting regarding personal matters or those that are commercial in confidence.

The Chair of the Meeting will endeavour to address as many questions as possible during the Meeting.

2.3 Voting on Resolutions

The business of the Meeting affects your shareholding, and your vote is important.

All voting on the Resolutions will be decided by way of a poll and not a show of hands. The results of the poll will be determined following the close of the Meeting and lodged with the ASX Markets Announcements Platform.

2.4 Proxies

Shareholders who are entitled to vote at the Meeting have a right to appoint a proxy to attend the Meeting and vote on their behalf. The proxy need not be a Shareholder of the Company and may be an individual or body corporate. If a Shareholder is entitled to cast two or more votes, they may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the proxy appointments do not specify a proportion or number, each proxy may exercise half of the Shareholder's votes, in which case any fraction of votes will be disregarded.

All Shareholders are invited and encouraged to participate in the Meeting and are encouraged to lodge a directed Proxy Form with the Share Registry in accordance with the instructions noted in the Proxy Form. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting.

Even if you plan to attend, you are encouraged to submit a Proxy Form before the Meeting so that your vote can be counted if, for any reason, you cannot attend.

The Proxy Form must be signed by the Shareholder or the Shareholder's attorney. Proxies given by a corporation must be executed in accordance with the Corporations Act and the constitution of that corporation.

2.5 Voting by proxy

To vote by proxy, please use one of the following methods:

Online	Lodge the Proxy Form online at https://singleholding.automic.com.au/login by following the instructions: Login to the Automic website using the holding details as shown on the Proxy Form. Click on 'View Meetings' – 'Vote'. To use the online lodgement facility, Shareholders will need their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) as shown on the top of your holding statement. For further information on the online proxy lodgement process please see the Online Proxy Lodgement Guide at https://www.automicgroup.com.au/virtual-agms/ .
By post	Automic, GPO Box 5193, Sydney NSW 2001
By hand	Automic, Level 5, 126 Philip Street, Sydney NSW 2000
By email	Completing the enclosed Proxy Form and emailing it to: meetings@automicgroup.com.au

Your proxy instruction must be received no later than 48 hours before the commencement of the Meeting, i.e. **no later than 11.00am (AEDT) on Monday, 9 November 2026**. Proxy Forms received later than this time will be invalid.

2.6 Power of attorney

If the Proxy Form is signed under a power of attorney on behalf of a Shareholder, the attorney must ensure that either the original power of attorney or a certified copy is sent with the Proxy Form, unless the power of attorney has already provided it to the Share Registry.

2.7 Corporate representatives

If a representative of a corporate Shareholder or a corporate proxy will be attending the Meeting, the representative should bring to the Meeting adequate evidence of their appointment, unless this has previously been provided to the Share Registry.

Where a Shareholder is a body corporate, the Shareholder may appoint a person to act as its representative to attend the Meeting by providing that person with:

- (a) a letter or certificate authorising him or her as the corporation's representative, executed in accordance with the corporation's constitution; or
- (b) a copy of the resolution appointing the representative, certified by a secretary or director of the corporation.

2.8 Directing your proxy how to vote

You can direct your proxy how to vote on a particular Resolution by marking the appropriate box on the Proxy Form.

If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that item.

If you do not mark any particular Resolution and no direction is given, you are appointing your proxy to vote as he or she decides, subject to any voting exclusions or prohibitions that may apply to the proxy.

If you appoint a proxy, you may still attend the Meeting. However, your proxy's rights to speak and vote will be suspended while you are present.

2.9 Chair of the Meeting appointed proxy

A Shareholder may appoint the Chair of the Meeting as proxy. The Chair of the Meeting will be deemed to be the Shareholder's proxy if the Shareholder submits the Proxy Form but does not name a proxy or if the person appointed as proxy, being directed how to vote, does not attend the Meeting or does not vote on a poll in accordance with the Shareholder's directions.

If the Shareholder provides a voting direction on a particular Resolution, the Chair of the Meeting must vote in accordance with the direction on a poll.

2.10 Voting intentions of Chair

Shareholders should be aware that any undirected proxies given to the Chair of the Meeting will be cast by the Chair of the Meeting and counted in favour of all of the Resolutions, subject to compliance with the Corporations Act and the ASX Listing Rules (including any applicable voting exclusions and prohibitions). In exceptional circumstances, the Chair of the Meeting may change their voting intention on these Resolutions, in which case an ASX announcement will be made.

3. Agenda Item 1 – Financial statements and reports

3.1 Purpose

The Company's 2026 Annual Report comprising the report of the Directors (**Directors' Report**), the auditor's report (**Auditors' Report**) and the financial report (**Financial Report**), which includes the Directors' Declaration, Statement of Financial Performance, Balance Sheet, Statement of Cashflows and notes to and forming part of the financial statements for the Company and its controlled entities for the financial year ended 30 June 2026, was released to the ASX on 27 August 2026.

The Corporations Act requires that the Directors' Report, the Auditors' Report and the Financial Report be laid before the Meeting.

Shareholders can access a copy of the Company's 2026 Annual Report at <https://investors.tinybeans.com/>. The Company will not provide a hard copy of the Company's 2026 Annual Report to Shareholders, unless specifically requested to do so.

Apart from the matters involving remuneration which are required to be voted upon, neither the Corporations Act nor the Constitution require a vote of Shareholders at the Meeting on the Company's 2026 Annual Report.

3.2 Questions to the Chair

Shareholders will be given reasonable opportunity at the Meeting to raise questions and make comments on the Company's 2026 Annual Report.

In addition to asking questions at the Meeting, Shareholders may address written questions to the Chair about the management of the Company or to the Company's auditor, Lloyd Crawford of William Buck, if the question is relevant to:

- the content of the Auditor's Report; or
- the conduct of its audit of the Financial Report to be considered at the Meeting.

Note: Under section 250PA(1) of the Corporations Act, a Shareholder must submit the question to the Company no later than the fifth Business Day before the day on which the Meeting is held.

Written questions for the auditor must be delivered by 5:00 p.m. on Wednesday, 4 November 2026 to:

Tinybeans Group Limited
Att: The Company Secretary
24-26 Kent Street
Millers Point NSW 2000
Or via email to: adam.gallagher@tinybeans.com

4. Resolution 1 – Adoption of Remuneration Report

4.1 Remuneration Report

The Board has submitted its Remuneration Report to Shareholders for consideration and adoption by way of a non-binding advisory resolution in accordance with section 250R(2) of the Corporations Act, which requires that a resolution that the Remuneration Report of the Company be adopted must be put to a vote.

The Remuneration Report is set out on pages 12 to 18 of the Company's 2026 Annual Report for the financial year ended 30 June 2026. The 2026 Annual Report is available to download on the Company's website at <https://investors.tinybeans.com/>.

The Remuneration Report:

- (a) explains the Board's policy for determining the nature and amount of remuneration of Key Management Personnel of the Company;
- (b) explains the relationship between the Board's remuneration policy and the Company's performance;
- (c) sets out remuneration details for each Key Management Personnel of the Company, including details of Equity Securities granted as part of remuneration; and
- (d) details and explains any performance conditions applicable to the remuneration of Key Management Personnel of the Company.

A reasonable opportunity will be provided for discussion of the Remuneration Report at the Meeting.

Resolution 1 is an Ordinary Resolution. In accordance with section 250R(3) of the Corporations Act, the vote on this Resolution is advisory resolution only and does not bind the Directors or the Company.

4.2 Voting consequences

Part 2G.2, Division 9 of the Corporations Act provides that if at least 25% of the votes cast on the Resolution are voted against adoption of the Remuneration Report at the Meeting, then:

- (a) if comments are made on the Remuneration Report at the Meeting, the Company's Remuneration Report for the next financial year will be required to include an explanation of the Board's proposed action in response or, if no action is proposed, the Board's reason for this; and
- (b) if at the next annual general meeting, at least 25% of the votes cast on the resolution for adoption of the Remuneration Report are against such adoption, the Company will be required to put to Shareholders a resolution proposing that a general meeting be called to consider the election of Directors of the Company (**Spill Resolution**). If a Spill Resolution is passed, all of the Directors,

other than the managing director, will cease to hold office at the subsequent general meeting, unless re-elected at that meeting.

4.3 Previous voting results

At the 2025 Annual General Meeting less than 25% of the votes cast were voted against adoption of the Remuneration Report included in the 2025 Annual Report. Accordingly, the Spill Resolution will not be put to this Meeting.

4.4 Voting exclusion and Directors' recommendations

As set out in the notes to Resolution 1, a voting exclusion statement applies with respect to the voting on this Resolution by certain persons connected to the Company.

What this means for Shareholders: If you intend to appoint a member of the Key Management Personnel (such as one of the Directors) as your proxy, please ensure that you direct them how to vote on Resolution 1. If you intend to appoint the Chair of the Meeting as your proxy, you can direct the Chair how to vote by marking the boxes for Resolution 1 (for example, if you wish to vote for, against or abstain from voting), or you can choose not to mark any of the boxes for Resolution 1 and give the Chair your express authority to vote your undirected proxy (in which case the Chair will vote in favour of this item of business).

As Resolution 1 relates to the remuneration of the Directors, the Board, as a matter of corporate governance and in accordance with section 250R(2) of the Corporations Act, makes no recommendations regarding this Resolution.

The Chair of the Meeting intends to vote undirected proxies in favour of this Resolution, subject to compliance with the Corporations Act.

5. Resolution 2 – Election of Director – Clifford Sirlin

5.1 Background

Clifford Sirlin was appointed to the Board by the Board on 5 December 2025 under rule 4.3 of the Constitution.

Mr. Sirlin retires from office under ASX Listing Rule 14.4 and rule 4.7(a) of the Constitution and, being eligible, offers himself for election as a Director of the Company.

5.2 The law

ASX Listing Rule 14.4 provides that a director appointed to fill a casual vacancy or as an addition to the board must not hold office (without re-election) past the next annual general meeting of the entity.

Under rule 4.7(a) of the Constitution, a director appointed by the Board under rule 4.3 since the previous annual general meeting must retire at the next annual general meeting, but is eligible to stand for election.

5.3 Director qualifications and experience

Clifford Sirlin is an experienced founder and investor with more than 25 years' experience scaling subscription-based consumer businesses and digital media platforms in the United States. He has founded and exited multiple ventures and has advised and invested in over 200 privately-held U.S. companies. Mr Sirlin is a Professor of Entrepreneurship at the NYU Stern School of Business and brings strong capability in U.S. market expansion, digital product strategy and early-stage company growth. His

long-standing involvement with Qeepsake provides continuity and deep insight into the Company's integrated U.S. growth strategy.

5.4 **Independence**

Clifford Sirlin is considered an independent Director of the Company.

5.5 **Directors' Recommendation**

Resolution 2 is an Ordinary Resolution and so requires the approval of more than 50% of the votes cast by Shareholders entitled to vote on the Resolution.

The Directors (with Clifford Sirlin abstaining from making a recommendation) recommend that Shareholders vote **in favour** of this Resolution.

The Chair of the Meeting intends to vote undirected proxies in favour of this Resolution.

6. **Resolution 3 – Election of Director – Rebecca White**

6.1 **Background**

Rebecca White was appointed to the Board by the Board on 23 February 2026 as an Executive Director under rule 4.3 of the Constitution.

Ms. White retires from office under ASX Listing Rule 14.4 and rule 4.7(a) of the Constitution and, being eligible, offers herself for election as a Director of the Company.

6.2 **The law**

ASX Listing Rule 14.4 provides that a director appointed to fill a casual vacancy or as an addition to the board must not hold office (without re-election) past the next annual general meeting of the entity.

Under rule 4.7(a) of the Constitution, a director appointed by the Board under rule 4.3 since the previous annual general meeting must retire at the next annual general meeting, but is eligible to stand for election.

6.3 **Director qualifications and experience**

Rebecca White is an experienced public company executive with more than 10 years' experience across the United States, Australia and the United Kingdom. She has held CEO, Executive Director, COO and CFO roles within ASX-listed technology companies, with a strong focus on scaling U.S.-based operations, cross-border growth and M&A execution.

Ms. White has played a key leadership role in strengthening the Company's financial discipline, U.S. market positioning and capital strategy. As CFO, she led the financial structuring, due diligence and integration planning for the acquisition of Qeepsake, delivering a strategically transformative transaction for the Company. She brings deep capability in financial governance, capital management, investor relations and ASX compliance.

6.4 **Independence**

Rebecca White is considered a non-independent Director of the Company.

6.5 **Directors' Recommendation**

Resolution 3 is an Ordinary Resolution and so requires the approval of more than 50% of the votes cast by Shareholders entitled to vote on the Resolution.

The Directors (with Rebecca White abstaining from making a recommendation) recommend that Shareholders vote **in favour** of this Resolution.

The Chair of the Meeting intends to vote undirected proxies in favour of this Resolution.

7. Resolution 4 – Adoption of US Option Plan

7.1 Background

The Company's Amended and Restated 2018 Stock Option Plan (U.S. Employees Only) (**Existing US Option Plan**) was last approved by Shareholders of the Company at the annual general meeting held on 30 November 2023. The three-year period following that approval will expire on 30 November 2026.

The Company has amended and restated the Existing US Option Plan as the Amended and Restated US Employees 2026 Stock Option Plan (**US Option Plan**). Accordingly, the Company seeks shareholder approval to adopt the US Option Plan for the purposes set out in this Explanatory Statement.

The US Option Plan is a flexible employee incentive plan, which enables the Company to offer executives (and other eligible employees) who are residents of the United States of America a range of different interests or awards to reward and drive performance and to retain senior management and other selected employees. The US Option Plan is intended to promote long-term success of the Company, provide a strategic, value-based reward for eligible participants who make a key contribution to that success, align eligible participants' interests with the interests of the Company, and promote the retention of eligible participants.

The interests or awards available under the US Option Plan include performance rights, options, cash rights, deferred share awards, exempt share awards, service rights, and stock appreciation rights. The terms of the US Option Plan are materially identical to the terms of the Existing US Option Plan.

A copy of the US Option Plan is set out in Annexure B.

7.2 ASX Listing Rule 7.1 and ASX Listing Rule 7.2

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more Equity Securities during any 12-month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12-month period.

ASX Listing Rule 7.2 (Exception 13(b)) provides that ASX Listing Rule 7.1 does not apply to an issue of securities under an employee incentive scheme if, within three years before the issue of the securities, the holders of the entity's ordinary securities have approved the issue of Equity Securities under the employee incentive scheme as an exception to ASX Listing Rule 7.1.

Accordingly, the Company is seeking Shareholder approval of the maximum number of Equity Securities that can be issued under the US Option Plan over the next three years without reducing its 15% placement capacity under ASX Listing Rule 7.1.

To this end, Resolution 4 seeks Shareholder approval for the issue of Equity Securities under the US Option Plan under and for the purposes of ASX Listing Rule 7.2 (Exception 13(b)).

7.3 Effect of Shareholder approval (information required under ASX Listing Rule 14.1A)

If Resolution 4 is passed, the issue of any Equity Securities to eligible participants under the US Option Plan (up to the maximum number of Equity Securities stated in section 7.4 below) will be excluded from the calculation of the number of Equity Securities that the Company can issue without Shareholder approval under ASX Listing Rule 7.1 for the 12-month period following the date of such issue.

If Resolution 4 is not passed, the Company will be able to proceed with the issue of Equity Securities under the US Option Plan to eligible participants, but any issues will be included in calculating the Company's 15% placement capacity in ASX Listing Rule 7.1, effectively reducing the Company's capacity to issue Equity Securities without Shareholder approval under ASX Listing Rule 7.1 over the 12-month period following the date of such issue. Accordingly, the Board may need to consider alternative remuneration arrangements to incentivise its employees which are consistent with the Company's remuneration principles, including providing an equivalent cash payment.

The Company considers that it will derive a significant benefit by incentivising its employees through the issue of Equity Securities under the US Option Plan. Additionally, the Company believes it to be in the best interests of the Company to preserve the maximum commercial flexibility to issue Equity Securities that is afforded to it by ASX Listing Rule 7.1.

7.4 Information required for ASX Listing Rule 7.2 (Exception 13)

Pursuant to and in accordance with ASX Listing Rule 7.2 (Exception 13), the following information is provided in relation to Resolution 4:

Exception 13(b) requirements	Information
<i>A summary of the terms of the US Option Plan</i>	Refer to Annexure B for a copy of the US Option Plan. Shareholders are invited to contact the Company if they have any queries or concerns about the US Option Plan.
<i>The number and class of securities issued under the US Option Plan since the entity was listed or the date of the last approval under ASX Listing Rule 7.2 (Exception 13(b))</i>	Since the Existing US Option Plan was last approved by Shareholders on 30 November 2023, the Company has issued 410,750 options under the Existing US Option Plan.
<i>The maximum number of Equity Securities proposed to be issued under the US Option Plan following Shareholder approval</i>	The maximum number of Equity Securities proposed to be issued by the Company under the US Option Plan within the 3-year period following the passing of Resolution 4 is 9,167,011, which is equivalent to approximately 5% of the Company's total issued Shares as at 9 October 2026, being 183,340,218.
<i>A voting exclusion statement</i>	A voting exclusion statement is set out under Resolution 4 of the Notice.

ASX Listing Rule 7.2 (Exception 13(b)) is only available if and to the extent that the number of Equity Securities issued under the US Option Plan does not exceed the maximum number set out in the table above.

ASX Listing Rule 7.2 (Exception 13(b)) also ceases to be available if there is a material change to the terms of the US Option Plan from those set out in Annexure B.

7.5 Directors Recommendation

Resolution 4 is an Ordinary Resolution and so requires the approval of more than 50% of the votes cast by Shareholders entitled to vote on the Resolution.

The Directors recommend that Shareholders vote **in favour** of this Resolution.

The Chair of the Meeting intends to vote undirected proxies in favour of this Resolution.

8. Resolution 5 – Re-adoption of Employee Incentive Plan

8.1 Background

The Company's Employee Incentive Plan (**Incentive Plan**) was last approved by Shareholders of the Company at the annual general meeting held on 30 November 2023. The three-year period following that approval will expire on 30 November 2026. Accordingly, the Company seeks Shareholder approval to re-adopt the Incentive Plan for the purposes set out in this Explanatory Statement.

The Incentive Plan enables the Company to offer eligible employees a range of different awards and is intended to promote long-term success of the Company, provide a strategic, value-based reward for those employees who make a key contribution to that success, align eligible employees' interests with the interests of the Company and promote the retention of key employees. The awards available under the Incentive Plan include Performance Rights, Options, cash rights, deferred share awards, exempt shares awards, service rights and stock appreciation rights.

The terms of the Incentive Plan have not changed since it was last approved.

A summary of the key terms of the Incentive Plan is set out in Annexure A, and a copy of the rules of the Incentive Plan is available upon request from the Company.

8.2 ASX Listing Rule 7.1 and ASX Listing Rule 7.2

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more Equity Securities during any 12-month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12-month period.

ASX Listing Rule 7.2 (Exception 13(b)) provides that ASX Listing Rule 7.1 does not apply to an issue of securities under an employee incentive scheme if, within three years before the issue of the securities, the holders of the entity's ordinary securities have approved the issue of Equity Securities under the employee incentive scheme as an exception to ASX Listing Rule 7.1.

Accordingly, the Company is seeking Shareholder approval of the maximum number of Equity Securities that can be issued under the Incentive Plan over the next three years without reducing its 15% placement capacity under ASX Listing Rule 7.1.

To this end, Resolution 5 seeks Shareholder approval for the issue of Equity Securities under the Incentive Plan under and for the purposes of ASX Listing Rule 7.2 (Exception 13(b)).

8.3 Effect of Shareholder approval (information required under ASX Listing Rule 14.1A)

If Resolution 5 is passed, the issue of any Equity Securities to eligible participants under the Incentive Plan (up to the maximum number of Equity Securities stated in section 8.4 below) will be excluded from the calculation of the number of Equity Securities that the Company can issue without Shareholder approval under ASX Listing Rule 7.1 for the 12-month period following the date of such issue.

If Resolution 5 is not passed, the Company will be able to proceed with the issue of Equity Securities under the Incentive Plan to eligible participants, but any issues will be included in calculating the Company's 15% placement capacity in ASX Listing Rule 7.1, effectively reducing the Company's capacity to issue Equity Securities without Shareholder approval under ASX Listing Rule 7.1 over the 12-month period following the date of such issue. Accordingly, the Board may need to consider alternative remuneration arrangements to incentivise its employees which are consistent with the Company's remuneration principles, including providing an equivalent cash payment.

The Company considers that it will derive a significant benefit by incentivising its employees through the issue of Equity Securities under the Incentive Plan. Additionally, the Company believes it to be in the best interests of the Company to preserve the maximum commercial flexibility to issue Equity Securities that is afforded to it by ASX Listing Rule 7.1.

8.4 Information required for ASX Listing Rule 7.2 (Exception 13)

Pursuant to and in accordance with ASX Listing Rule 7.2 (Exception 13), the following information is provided in relation to Resolution 5:

Exception 13(b) requirements	Information
<i>A summary of the terms of the Employee Incentive Plan</i>	Refer to Annexure A for a summary of the Incentive Plan. Shareholders are invited to contact the Company if they have any queries or concerns about the Incentive Plan.
<i>The number and class of securities issued under the Employee Incentive Plan since the entity was listed or the date of the last approval under ASX</i>	Since the Incentive Plan was last approved by Shareholders on 30 November 2023, the Company has issued 559,000 options under the Incentive Plan.

Listing Rule 7.2 (Exception 13(b))	
<i>The maximum number of Equity Securities proposed to be issued under the Employee Incentive Plan following Shareholder approval</i>	The maximum number of Equity Securities proposed to be issued by the Company under the Incentive Plan within the 3-year period following the passing of Resolution 5 is 9,167,011, which is equivalent to 5% of the Company's total issued Shares as at 9 October 2026, being 183,340,218.
<i>A voting exclusion statement</i>	A voting exclusion statement is set out under Resolution 5 of the Notice.

ASX Listing Rule 7.2 (Exception 13(b)) is only available if and to the extent that the number of Equity Securities issued under the Employee Incentive Plan does not exceed the maximum number set out in the table above.

8.5 ASX Listing Rule 7.2 (Exception 13(b)) also ceases to be available if there is a material change to the terms of the Employee Incentive Plan from those set out in Annexure A. **Approval of the Incentive Plan for the purposes of section 260C(4) of the Corporations Act – Financial Assistance**

Section 260A of the Corporations Act provides that a company may financially assist a person to acquire shares in the company or a holding company of the company only if:

- (a) giving of the assistance does not materially prejudice the interests of the company or its shareholders, or the company's ability to pay its creditors; or
- (b) the assistance is approved by shareholders under section 260B of the Corporations Act; or
- (c) the assistance is exempted under section 260C of the Corporations Act.

Section 260C(4) of the Corporations Act provides financial assistance is exempted from section 260A if it is given under an employee share scheme that has been approved by a resolution passed at a general meeting of the company.

It is possible that administration of the Incentive Plan on behalf of Participants, the issue or transfer of Shares to a participant under the Incentive Plan or the grant of options or performance Rights to participants could be determined to be the provision of financial assistance by the Company for the purposes of section 260A. The Directors do not believe that any such financial assistance will materially prejudice the interests of the Company or its Shareholders or the Company's ability to pay its creditors.

Shareholder approval is being sought under this Resolution to enable the Company to qualify for the exemption offered by section 260C(4) of the Corporations Act.

8.6 Directors Recommendation

Resolution 5 is an Ordinary Resolution and so requires the approval of more than 50% of the votes cast by Shareholders entitled to vote on the Resolution.

The Directors recommend that Shareholders vote **in favour** of this Resolution.

The Chair of the Meeting intends to vote undirected proxies in favour of this Resolution.

9. Resolutions 6 to 9 – Approval for the issue of Shares in lieu of cash remuneration to Directors under ASX Listing Rule 10.11

9.1 Introduction

Resolutions 6 to 9 (inclusive) seek Shareholder approval to issue fully paid ordinary shares (**Director Fee Shares**) to Rebecca White, Andrew Silverberg, Mike Rothman and Clifford Sirlin in lieu of cash remuneration for the period from 1 July 2025 to 30 June 2026, pro-rated for the portion of that period that the relevant Director provided services.

Under their respective letters of appointment, Rebecca White, Andrew Silverberg, Mike Rothman and Clifford Sirlin agreed to receive a portion of their respective Directors' fees as Shares in lieu of cash remuneration, subject to Shareholder approval being obtained at this Meeting. The proposed issues will be a cost effective and efficient method to remunerate the Directors and preserve the Company's cash reserves.

The number of Director Fee Shares proposed to be issued to Rebecca White, Andrew Silverberg, Mike Rothman and Clifford Sirlin is set out in Table A below. **Table A:**

Director	Annual Remuneration	Remuneration for service period (pro-rated)	Percentage elected to be paid in Shares	Cash remuneration to be converted to Director Fee Shares	Notional Issue Price	Number of Director Fee Shares
Rebecca White (Resolution 6)	AUD\$50,000	AUD\$17,534	50%	AUD\$8,767	\$0.07482	117,175
Andrew Silverberg (Resolution 7)	USD\$50,000	USD\$50,000	50%	AUD\$36,846 ¹	\$0.09333	394,793
Mike Rothman (Resolution 8)	USD\$50,000	USD\$50,000	50%	AUD\$36,846 ¹	\$0.09333	394,793
Clifford Sirlin (Resolution 9)	USD\$50,000	USD\$28,493	50%	AUD\$20,997 ¹	\$0.07812	268,779

¹ Based on USD: AUD rate of 0.6785, subject to rounding.

Accordingly, Shareholder approval is sought under Resolutions 6 to 9 (inclusive) for the purposes of ASX Listing Rule 10.11 to issue the Director Fee Shares to Rebecca White, Andrew Silverberg, Mike Rothman and Clifford Sirlin.

9.2 ASX Listing Rule 10.11

ASX Listing Rule 10.11 provides that unless one of the exceptions in ASX Listing Rule 10.12 applies, the Company, as a listed company, must not issue or agree to issue Equity Securities to any of the following persons without the approval of the holders of its ordinary securities:

- (a) A Related Party.
- (b) A person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the Company.
- (c) A person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the Company and who has nominated a Director to the Board of the Company pursuant to a relevant agreement which gives them a right or expectation to do so.
- (d) An Associate of a person referred to in paragraphs (a) to (c) above.
- (e) A person whose relationship with the Company or a person referred to in paragraphs (a) to (d) above is such that, in the ASX's opinion, the issue or agreement should be approved by Shareholders.

Rebecca White, Andrew Silverberg, Mike Rothman and Clifford Sirlin are Related Parties of the Company by virtue of being current Directors of the Company. Therefore, the proposed issue of Director Fee Shares to Rebecca White, Andrew Silverberg, Mike Rothman and Clifford Sirlin under Resolutions 6 to 9 (inclusive) falls

within ASX Listing Rule 10.11. Given that the proposed issue does not fall within any of the exceptions in ASX Listing Rule 10.12, Shareholder approval is required under ASX Listing Rule 10.11.

9.3 Chapter 2E of the Corporations Act

For a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

- (a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The proposed issue of Director Fee Shares to Rebecca White, Andrew Silverberg, Mike Rothman and Clifford Sirlin constitutes giving a financial benefit within the meaning of the Corporations Act.

Pursuant to section 228 of the Corporations Act, Rebecca White, Andrew Silverberg, Mike Rothman and Clifford Sirlin are related parties of the Company by virtue of being Directors of the Company.

For each Director for whom the issue of Director Fee Shares was considered (which, in all instances was in accordance with their respective letters of appointment), the other non-conflicted Directors considered the proposed issue and formed the view that the giving of this financial benefit was reasonable remuneration, especially given:

- (a) the circumstances of the Company;
- (b) the quantum of the Director Fee Shares (which do not represent an incentive, but reflect the actual Directors' remuneration owed to that Director); and
- (c) the responsibilities held by that Director in the Company.

Accordingly, the Company considers that the issue of Director Fee Shares to Rebecca White, Andrew Silverberg, Mike Rothman and Clifford Sirlin falls within the "reasonable remuneration" exception in section 211 of the Corporations Act and relies on this exception for the purposes of Resolutions 6 to 9 (inclusive). Therefore, approval under Chapter 2E of the Corporations Act is not being sought and the proposed issue of Director Fee Shares requires Shareholder approval for the purposes of ASX Listing Rule 10.11 only.

9.4 Effect of Shareholder approval (information required under ASX Listing Rule 14.1A)

If any of Resolutions 6 to 9 (inclusive) are passed, the Company will be able to proceed with the proposed issue of Director Fee Shares in respect of the relevant Director to whom that specific Resolution applies.

If any of Resolutions 6 to 9 (inclusive) are not passed, the Company will not be able to proceed with the proposed issue in respect of the relevant Director to whom that specific Resolution applies, and the Company will be required to pay the Directors' fees in cash instead.

9.5 Prescribed Information pursuant to ASX Listing Rule 10.13

The following information is provided for the purposes of the Shareholder approval sought under ASX Listing Rule 10.11, and in accordance with the requirements of ASX Listing Rule 10.13 in respect of the proposed issue of Director Fee Shares:

Name of the persons receiving the securities <i>10.13.1</i>	The Company proposes to issue the Director Fee Shares to the following persons: (i) Rebecca White (or her nominee), being a current Executive Director of the Company (Resolution 6); (ii) Andrew Silverberg (or his nominee), being a current Director of the Company (Resolution 7);
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	(iii) Mike Rothman (or his nominee), being a current Director of the Company (Resolution 8); and (iv) Clifford Sirlin (or his nominee), being a current Director of the Company (Resolution 9).										
Category under ASX Listing Rule 10.11 10.13.2	Rebecca White, Andrew Silverberg, Mike Rothman and Clifford Sirlin are Related Parties of the Company by virtue of being current Directors of the Company. Therefore, they fall within the category referred to in ASX Listing Rule 10.11.1. Their nominees (if applicable) would fall within ASX Listing Rule 10.11.4.										
Number and class of securities 10.13.3	See Table A above.										
If not fully paid ordinary securities, a summary of the material terms of the securities 10.13.4	N/A, as the Director Fee Shares will be fully paid ordinary shares in the Company.										
Date of issue 10.13.5	If Resolutions 6 to 9 (inclusive) are approved, the Company will issue the Director Fee Shares in a single tranche as soon as practicable following the Meeting and, in any event, no later than 1 month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the ASX Listing Rules).										
Issue price 10.13.6	The nominal issue price of the Director Fee Shares is calculated based on the volume weighted average price of Shares over the number of days on which each of Rebecca White, Andrew Silverberg, Mike Rothman and Clifford Sirlin provided services to the Company during the 12-month period ending 30 June 2026 (or part thereof), as set out in their respective letters of appointment. The Director Fee Shares will be issued for nil cash consideration as they will be issued as part of the relevant Director's remuneration, and therefore no funds will be raised from the issue of Director Fee Shares.										
Purpose of the issue 10.13.7	The proposed issue of Director Fee Shares is to be made in lieu of cash remuneration.										
Whether the issue is intended to remunerate or incentivise and, if so, details of the director's current total remuneration package 10.13.8	Yes, the proposed issue of Director Fee Shares is intended to remunerate the relevant Directors in lieu of cash remuneration. Details of the current (as at the date of this Notice unless otherwise stated) total annual remuneration packages of the relevant Directors are set out in the table below: <table> <tr> <th>Director</th><th>Annual Remuneration</th></tr> <tr> <td>Rebecca White (Resolution 6)</td><td>AUD \$50,000</td></tr> <tr> <td>Andrew Silverberg (Resolution 7)</td><td>USD \$50,000</td></tr> <tr> <td>Mike Rothman (Resolution 8)</td><td>USD \$50,000</td></tr> <tr> <td>Clifford Sirlin (Resolution 9)</td><td>USD \$50,000</td></tr> </table>	Director	Annual Remuneration	Rebecca White (Resolution 6)	AUD \$50,000	Andrew Silverberg (Resolution 7)	USD \$50,000	Mike Rothman (Resolution 8)	USD \$50,000	Clifford Sirlin (Resolution 9)	USD \$50,000
Director	Annual Remuneration										
Rebecca White (Resolution 6)	AUD \$50,000										
Andrew Silverberg (Resolution 7)	USD \$50,000										
Mike Rothman (Resolution 8)	USD \$50,000										
Clifford Sirlin (Resolution 9)	USD \$50,000										

If the securities are issued under an agreement, a summary of the material terms of the agreement 10.13.9	Under their respective letters of appointment, each of the relevant Directors agreed to receive a portion of their respective Directors' fees as shares in lieu of a cash remuneration, subject to Shareholder approval being obtained at the Meeting.
Voting exclusion statement 10.13.10	Voting exclusion statements are set out under Resolutions 6 to 9 (inclusive) of the Notice.

Approval pursuant to ASX Listing Rule 7.1 is not required in order to issue the Director Fee Shares as approval is being obtained under ASX Listing Rule 10.11. Accordingly, under ASX Listing Rule 7.2 (Exception 14), the issue of Director Fee Shares to Rebecca White, Andrew Silverberg, Mike Rothman and Clifford Sirlin will not be included in the calculation of the Company's 15% annual placement capacity pursuant to ASX Listing Rule 7.1.

9.6 Directors' Recommendation

Each of Resolutions 6 to 9 (inclusive) is an Ordinary Resolution and so requires the approval of more than 50% of the votes cast by Shareholders entitled to vote on the relevant Resolution.

The Directors (with Rebecca White, Andrew Silverberg, Mike Rothman and Clifford Sirlin each abstaining in respect of their respective Resolution) recommend that Shareholders vote **in favour** of Resolutions 6 to 9 (inclusive).

Voting exclusion statements are contained after each of the Resolutions. Votes cast by Shareholders contrary to the voting exclusion statements will be disregarded.

The Chair of the Meeting intends to vote all available undirected proxies in favour of Resolutions 6 to 9 (inclusive).

10. Resolution 10 – Approval of the Additional 10% Placement Facility under ASX Listing Rule 7.1A

10.1 Purpose of Resolution

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

ASX Listing Rule 7.1A states, however, that an eligible entity can seek approval from its members, by way of a special resolution passed at its annual general meeting, to increase this 15% limit by an extra 10% to 25% (**10% Placement Facility**).

An eligible entity for the purposes of ASX Listing Rule 7.1A is an entity that is not included in the S&P/ASX 300 Index and has a market capitalisation of \$300 million or less. The Company is an eligible entity as it is not included in the S&P/ASX 300 Index and has a current market capitalisation of approximately \$10.45m.

This Resolution seeks Shareholder approval by way of a Special Resolution for the Company to have the additional 10% Placement Facility provided for in ASX Listing Rule 7.1A to issue Equity Securities without Shareholder approval.

10.2 ASX Listing Rule 14.1A

If this Resolution is passed, the Company will be able to issue Equity Securities up to the combined 25% limit in ASX Listing Rules 7.1 and 7.1A without further Shareholder approval.

If this Resolution is not passed, the Company will not be able to access the additional 10% Placement Facility to issue Equity Securities without Shareholder approval provided for in ASX Listing Rule 7.1A and will remain

subject to the 15% limit on issuing Equity Securities without Shareholder approval set out in ASX Listing Rule 7.1.

10.3 ASX Listing Rule requirements – Description of ASX Listing Rule 7.1A

(a) Shareholder Approval

The ability to issue Equity Securities under the 10% Placement Facility is subject to Shareholder approval by way of a special resolution at the Meeting.

(b) Equity Securities

Any Equity Securities issued under the 10% Placement Facility must be in the same class as an existing quoted class of Equity Securities of the Company. The Company, as at the date of this Notice, has 183,340,218 Shares on issue, 12,191,500 unlisted options and 1,500,000 performance rights.

(c) Formula for Calculating the 10% Placement Facility

ASX Listing Rule 7.1A.2 provides that eligible entities, which have obtained Shareholder approval at an annual general meeting, may issue or agree to issue, during the 12-month period after the date of the annual general meeting, a number of Equity Securities calculated in accordance with the following formula:

(A x D) – E

A is the number of Shares on issue 12-months before the date of issue or agreement:

- (i) plus the number of fully paid ordinary securities issued in the 12-months under an exception in ASX Listing Rule 7.2 other than Exceptions 9, 16 or 17;
- (ii) plus the number of fully paid ordinary securities issued in the 12-months on the conversion of convertible securities within ASX Listing Rule 7.2, Exception 9 where:
 - (A) the convertible securities were issued or agreed to be issued before the commencement of the 12-month period; or
 - (B) the issue of, or agreement to issue, the convertible securities was approved, or taken under these rules to have been approved under ASX Listing Rule 7.1 or 7.4;
- (iii) plus the number of fully paid ordinary securities issued in the 12-months under an agreement to issue securities within ASX Listing Rule 7.2, Exception 16 where:
 - (A) the agreement was entered into before the commencement of the 12-month period; or
 - (B) the agreement or issue was approved, or taken under these rules to have been approved under ASX Listing Rule 7.1 or 7.4;
- (iv) plus the number of any other fully paid ordinary securities issued in the 12-months with approval under ASX Listing Rule 7.1 or 7.4;
- (v) plus the number of partly paid ordinary securities that became fully paid in the 12-months; and
- (vi) less the number of fully paid ordinary securities cancelled in the 12-months.

Note that A has the same meaning in ASX Listing Rule 7.1 when calculating an entity's 15% placement capacity.

D is 10%

E is the number of Equity Securities issued or agreed to be issued under ASX Listing Rule 7.1A.2 in the 12-months immediately preceding the date of issue where the issue or agreement has not been subsequently approved by the holders of its ordinary securities under ASX Listing Rule 7.4.

(d) **ASX Listing Rules 7.1 and 7.1A**

The ability of an entity to issue Equity Securities under ASX Listing Rule 7.1A is in addition to its 15% placement capacity under ASX Listing Rule 7.1.

In accordance with ASX Listing Rule 7.1, as at the date of the Notice, the Company currently has on issue 183,340,218 Shares and has the capacity to issue 27,501,032 Equity Securities.

If Resolution 10 is passed, the Company will have the capacity to issue an additional 18,334,021 Equity Securities under ASX Listing Rule 7.1A over the next 12 months, being a total of 45,835,053 Equity Securities that can be issued without Shareholder approval under ASX Listing Rules 7.1 and 7.1A.

The actual number of Equity Securities that the Company will have capacity to issue under ASX Listing Rule 7.1A will be calculated at the date of issue of the Equity Securities in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 (refer to paragraph (c) above).

(e) **Minimum Issue Price**

The Equity Securities issued must only be for cash consideration and not less than 75% of the volume weighted average price of Equity Securities in the same class calculated over the 15 Trading Days on which trades in that class were recorded immediately before:

- (i) the date on which the price at which the Equity Securities are to be issued is agreed; or
- (ii) if the Equity Securities are not issued within 10 Trading Days of the date in paragraph (i) above, the date on which the Equity Securities are issued.

(f) **10% Placement Period**

Shareholder approval of the 10% Placement Facility under ASX Listing Rule 7.1A is valid from the date of the Meeting at which the approval is obtained and expires on the earliest to occur of:

- (i) the date that is 12 months after the date of the Meeting at which approval is obtained;
- (ii) the time and date of the Company's next annual general meeting; or
- (iii) the time and date of the approval by Shareholders of a transaction under ASX Listing Rules 11.1.2 (a significant change to the nature or scale of activities) or 11.2 (disposal of main undertaking),

(10% Placement Period).

10.4 Effect of ASX Listing Rule 7.1A

The effect of this Resolution will be to allow the Directors to issue the Equity Securities under ASX Listing Rule 7.1A during the 10% Placement Period without using the Company's 15% placement capacity under ASX Listing Rule 7.1.

10.5 Specific information required by ASX Listing Rule 7.3A

In accordance with ASX Listing Rule 7.3A, information is provided as follows:

- (a) **Minimum price** - See paragraph 10.3(e) above.
- (b) **Risk** - If this Resolution is approved by Shareholders and the Company issues Equity Securities under the 10% Placement Facility, the existing Shareholders' economic and voting power in the Company will be diluted. The potential dilution effect is illustrated in the table below.

There is a risk that:

- (i) the market price for the Company's Equity Securities in that class may be significantly lower on the date of the issue than on the date of the approval under ASX Listing Rule 7.1A; and
- (ii) the Equity Securities may be issued at a price that is at a discount to the market price for the Company's Equity Securities on the issue date,

which may have an effect on the amount of funds raised by the issue of the Equity Securities under ASX Listing Rule 7.1A.

- (c) **Dilution** - The table below sets out the potential dilution of existing Shareholders calculated in accordance with the formula in ASX Listing Rule 7.1A.2 as at the date of the Notice.

The table shows:

- (i) two examples where variable "A" has increased by 50% and 100%. Variable "A" is based on the number of ordinary securities the Company has on issue. The number of ordinary securities on issue may increase as a result of:
 - (A) issues of ordinary securities that do not require Shareholder approval (for example, a pro-rata entitlements issue or scrip issued under a takeover offer); or
 - (B) future issues of ordinary securities that are made with approval by Shareholders under ASX Listing Rule 7.1; or
 - (C) future issues of ordinary securities that are made without approval and within the 15% issue capacity under ASX Listing Rule 7.1; and
- (ii) two examples of where the issue price of ordinary securities has decreased by 50% and increased by 50% as against the current market price.

Number of Shares on issue (Variable "A" in ASX Listing Rule 7.1A.2)	Dilution			
	No. of Shares issued under 10% placement capacity (10% voting dilution)	Issue price		
		\$0.0275	\$0.0550	\$0.0825
		Issue price at 50% decrease to current price	Issue price at current price	Issue price at 50% increase in current price
		Funds raised		
Current Shares 183,340,218	18,334,021	\$504,185	\$1,008,371	\$1,512,556
50% increase to the current Shares 275,010,327	27,501,032	\$756,278	\$1,512,556	\$2,268,835
100% increase to the current Shares 366,680,436	36,668,043	\$1,008,371	\$2,016,742	\$3,025,113

* The number of Shares on issue (Variable A in the formula) could increase as a result of the issue of Shares that do not require Shareholder approval (such as under a pro-rata rights issue or scrip issued under a takeover offer) or that are issued with Shareholder approval under ASX Listing Rule 7.1 or without approval under the ASX Listing Rule 7.1 15% issue capacity.

The table has been prepared on the following assumptions:

- (i) The Company issues the maximum number of Equity Securities available under the 10% Placement Facility.
 - (ii) No convertible securities are converted into Shares before the date of the issue of the Equity Securities.
 - (iii) The 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%.
 - (iv) The table does not show an example of dilution that may be caused to a particular Shareholder by reason of placements under the 10% Placement Facility, based on that Shareholder's holding at the date of the Meeting.
 - (v) The table shows only the effect of issues of Equity Securities under ASX Listing Rule 7.1A, not under the 15% placement capacity under ASX Listing Rule 7.1.
 - (vi) The issue of Equity Securities under the 10% Placement Facility consists only of Shares.
 - (vii) The issue price is \$0.055, being the closing price of Shares on the ASX on 10 September 2026.
- (d) **Period of approval** - The Company will only issue the Equity Securities during the 10% Placement Period. The approval of this Resolution for the issue of the Equity Securities will cease to be valid in the event that Shareholders approve a transaction under ASX Listing Rule 11.1.2 (a significant change of the nature or scale of activities) or ASX Listing Rule 11.2 (disposal of main undertaking).
- (e) **Purpose of issue** - The Company may seek to issue the Equity Securities in consideration for cash only. In such circumstances, the Company intends to use the funds raised towards the continued growth of the Company's business operations (including client growth) and general working capital purposes.
- (f) **Disclosure obligations** - The Company will comply with the disclosure obligations under ASX Listing Rules 7.1A.4. Namely, upon issue of any Equity Securities:
- (i) it will state in its announcement of the proposed issue under ASX Listing Rule 3.10.3 or in its application for quotation of the securities under ASX Listing Rule 2.7 that the securities are being issued under ASX Listing Rule 7.1A; and
 - (ii) give to the ASX immediately after the issue a list of names of the persons to whom the Company issued the Equity Securities and the number issued to each.
- (g) **Allocation policy** - The Company's allocation policy is dependent on the prevailing market conditions at the time of any proposed issue pursuant to the 10% Placement Facility. The

identity of the allottees of Equity Securities will be determined on a case-by-case basis having regard to the factors including, but not limited to, the following:

- (i) the methods of raising funds that are available to the Company, including but not limited to, rights issue or other issues in which existing security holders can participate;
- (ii) the effect of the issue of the Equity Securities on the control of the Company;
- (iii) the financial situation and solvency of the Company; and
- (iv) advice from corporate, financial and broking advisers (if applicable).

The allottees under the 10% Placement Facility have not been determined as at the date of the Notice but may include existing substantial Shareholders and/or new Shareholders who are not a related party or an associate of a related party of the Company.

- (h) **Issues in prior 12 months** - The Company confirms that no Shares have been issued or agreed to be issued under ASX Listing Rule 7.1A in the 12 months preceding the Meeting.
- (i) **Voting Exclusion statement** - A voting exclusion statement is included in the Notice of Annual General Meeting. As at the date of the Notice, the Company has not approached any particular existing Shareholder or security holder or an identifiable class of existing security holder to participate in an issue of Equity Securities. No existing Shareholder's votes will therefore be excluded under the voting exclusion in the Notice of Annual General Meeting.

10.6 Directors' Recommendation

Resolution 10 is a Special Resolution and so requires the approval of at least 75% of the votes cast by Shareholders entitled to vote on the Resolution.

The Directors recommend that Shareholders vote **in favour** of this Resolution. The Chair of the Meeting intends to vote undirected proxies in favour of this Resolution.

11. Resolution 11 – Approval of Amendments to the Constitution

11.1 Background

The Company is currently governed by its existing Constitution, a copy of which is available for review by Shareholders on the Company's website <https://investors.tinybeans.com/>

Pursuant to Section 136(2) of the Corporations Act, a company can modify or repeal its constitution by Special Resolution of Shareholders. This requires approval of 75% or more of all votes cast by Shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a member which is a corporation, a representative).

The Board has reviewed the Constitution and identified provisions that refer to cheque payments. The proposed amendments are intended to modernise those provisions and reflect contemporary electronic payment and banking practices. The proposed amendments are administrative and modernising in nature and do not affect the substantive rights attaching to Shares, the entitlement of Shareholders to receive payments from the Company, or the Company's obligations under the Corporations Act, the ASX Listing Rules and the Constitution.

Resolution 11 seeks Shareholder approval to amend the Constitution by removing references to payment by cheque and making consequential amendments to the provisions dealing with payments by the Company, as set out in section 11.2 below.

The amendments reflect the Australian Government's plan to wind down the cheque system, under which cheques will cease to be issued by 30 June 2028 and cease to be accepted from 30 September 2029.

If Resolution 11 is approved, the amendments to the Constitution will take effect from the close of the Meeting. The Company will lodge a copy of the Special Resolution and the modification to the Constitution with ASIC within 14 days after it is passed, as required by section 136(5) of the Corporations Act.

11.2 Summary of proposed amendments

The proposed amendments to the Constitution are set out below, with deletions shown in ~~strike through~~ and insertions shown in underline:

15.8 Dividend reinvestment plan

...

~~(b) If a cheque for an amount payable is not presented for payment for 3 calendar months after issue or an amount payable is held in an account under rule 21.5 or rule 21.6 for 3 calendar months, the board may reinvest the amount, after deducting reasonable expenses, into shares in the Company on behalf of, and in the name of, the member concerned and may stop payment on the cheque. The shares may be acquired on market or by way of new issue at a price the board determines as market price at the time. Any residual sum which arises from the reinvestment described in this rule 15.8 may be carried forward or donated to charity on behalf of the member, as the board decides. The Company's liability to pay the relevant amount is discharged by an application under this rule 15.8.~~

19.4 Signing of ~~cheques~~negotiable instruments and receipts

The board may determine how ~~cheques~~, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed on behalf of the Company and how receipts for money paid to the Company must be signed or otherwise executed.

21.1 Method of payment

The Company may pay any dividend or other amount payable to a member in respect of a share:

~~(a) by cheque payable to the member (or in the case of joint holders, payable to the joint holder first named in the Register) or to any other person that the member (or in the case of joint holders, all joint holders) may nominate by giving notice in writing to the Company for this purpose;~~

~~(b)~~ by any electronic funds transfer system to any account that the member (or in the case of joint holders, all joint holders) may nominate by giving notice in writing to the Company for this purpose; or

~~(c)~~ by any other means agreed between the Company and the member (or in the case of joint holders, all joint holders).

~~The Company may send any cheque referred to in rule 21.1(a) by post to the address of the member shown in the Register (or in the case of joint holders, to the address in the Register of the joint holder first named in the Register) or to any other address that the member (or in the case of joint holders, all joint holders) may nominate by giving notice in writing to the Company for this purpose.~~

21.3 Risk of payments

Each ~~cheque and other~~ payment made in accordance with rule 21.1 is made at the risk of the person or persons entitled to it and the Company is not responsible for any amount lost or any delay in the receipt of any payment if the payment is made in accordance with that rule.

21.5 Company unable to make payment

If at the time that any dividend or other amount becomes payable to a member:

~~(a) the member does not have an address in the Register and has not nominated another address~~ an account under rule 21.1(a); ~~or~~

~~(b) the directors have reason to believe that the member is not known at the address for that member in the Register or at any other address nominated by the member under rule 21.1,~~

~~then unless the amount is paid by other means agreed~~ member has nominated an account under rule 21.1(b), the Company may pay the dividend or other amount into an account of the Company to be held until the member notifies the Company in writing of ~~an address to which the payment may be sent by cheque or an account into which the payment may be made by electronic funds transfer.~~

21.6 Payment returned or rejected

- 11.3 ~~If any cheque sent under rule 21.1(a) is returned to the Company or if any electronic funds transfer made under rule 21.1(ba) is refunded or rejected, the Company may pay the dividend or other amount into an account of the Company to be held until the member notifies the Company in writing of an alternative address to which the payment may be sent by cheque or an alternative account into which the payment may be made by electronic funds transfer.~~ **Copy of the Constitution**

A copy of the amended Constitution is available for review by Shareholders at the office of the Company. A copy can also be sent to Shareholders upon request to the Company Secretary. Shareholders are invited to contact the Company if they have any queries or concerns.

11.4 Directors' Recommendation

Resolution 11 is a Special Resolution and so requires the approval of at least 75% of the votes cast by Shareholders entitled to vote on the Resolution.

The Directors recommend that Shareholders vote **in favour** of this Resolution.

The Chair of the Meeting intends to vote undirected proxies in favour of this Resolution.

12. Glossary

Term	Meaning
\$	Australian dollars, unless stated otherwise.
10% Placement Facility	means a company's ability to issue Equity Securities up to a further 10% of its issued capital through placements over a 12-month period after the relevant annual general meeting under ASX Listing Rule 7.1A. This is in addition to its 15% placement capacity under ASX Listing Rule 7.1.
2026 Annual Report	means the 2026 Annual Report to Shareholders for the financial year ended 30 June 2026 as lodged by the Company with ASX on 27 August 2026.
AEDT	means Australian Eastern Daylight Time.
Associate	has the meaning given in the ASX Listing Rules.
ASX	ASX Limited ACN 008 624 691 and, where the context permits, the Australian Securities Exchange operated by ASX.
ASX Listing Rules	means the listing rules of ASX, as amended from time to time.
Auditors' Report	means the auditors' report contained in the 2026 Annual Report.
Automic	means the Company's Share Registry provider, Automic Pty Ltd.
Balance Sheet	means the balance sheet as contained in the 2026 Annual Report.
Board	means the board of Directors of the Company.
Business Day	means: • for determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and • for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales.
Chair	means the person appointed to chair the Meeting convened by this Notice.
Closely Related Party	"Closely Related Party" of a member of the Key Management Personnel of the Company has the meaning ascribed to it in the Corporations Act, and the expression includes, for example, certain Key Management Personnel's family members, dependents and companies they control.
Company	means Tinybeans Group Limited ACN 168 481 614.
Constitution	means the constitution of the Company as at the date of this Notice.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Director	means a director of the Company.
Director Fee Shares	means the Shares proposed to be issued to Rebecca White, Andrew Silverberg, Mike Rothman and Clifford Sirlin, being current Directors, in lieu of cash remuneration for Directors' fees for the period from 1 July 2025 to 30 June 2026, pro-rated for the portion of that period that the relevant director provided services, as set out in section 9.1 of the Explanatory Statement.
Directors' Declaration	means the declaration made by the Directors under section 295(4) of the Corporations Act in respect of the Financial Report for the financial year ended 30 June 2026, as contained in the 2026 Annual Report.
Directors' Report	means the directors' report contained in the 2026 Annual Report.

Equity Securities	has the same meaning given in the ASX Listing Rules.
Existing US Option Plan	means the Amended and Restated 2018 Stock Option Plan (U.S. Employees Only) last approved by Shareholders at the annual general meeting held on 30 November 2023.
Explanatory Statement	means the explanatory statement accompanying the Notice.
Financial Report	has the meaning given in section 3.1 of the Explanatory Statement.
Glossary	means this glossary contained in section 12 of the Explanatory Statement.
Incentive Plan	means the Company's Employee Incentive Plan, which Shareholders last approved at the annual general meeting held on 30 November 2023 and which is proposed to be re-adopted under Resolution 5. A summary of the Incentive Plan is contained in Annexure A.
Key Management Personnel	has the meaning given in section 9 of the Corporations Act, being those persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any Director (whether executive or otherwise).
Meeting	means the Annual General Meeting of the Company convened by the Notice.
Notice or Notice of Annual General Meeting	means the Notice of Meeting comprising of the Notice of Annual General Meeting and the Explanatory Statement.
Notice of Annual General Meeting	means the Notice of Annual General Meeting, including the Explanatory Statement and the Proxy Form.
Ordinary Resolution	means a resolution passed by more than 50% of the votes cast by members entitled to vote on the Resolution.
Proxy Form	means the proxy form attached to this Notice.
Related Party	has the meaning given in the ASX Listing Rules.
Remuneration Report	means the Remuneration Report set out on pages 12 to 18 of the 2026 Annual Report.
Resolution	means a resolution set out in the Notice of Annual General meeting.
Share	means a fully paid ordinary share in the Company.
Share Registry	means Automic.
Shareholders	means the shareholders of the Company.
Special Resolution	means a resolution passed by at least 75% of the votes cast by members entitled to vote on the Resolution.
Statement of Cashflows	means the consolidated Statement of Cashflows for the Company for the year ended 30 June 2026, as contained in the 2026 Annual Report.
Statement of Financial Performance	means the consolidated statement of Profit or Loss and Other Comprehensive Income for the Company for the financial year ended 30 June 2026, as contained in the 2026 Annual Report.
Trading Day	has the meaning given in the ASX Listing Rules.
US Option Plan	means the Company's Amended and Restated US Employees 2026 Stock Option Plan, which is proposed to be adopted under Resolution 4, a copy of which is set out in Annexure B.
VWAP	means volume weighted average price.

Any inquiries in relation to the Resolutions or the Explanatory Statement should be directed to the Company Secretary by email to adam.gallagher@tinybeans.com

ANNEXURE A – SUMMARY OF EMPLOYEE INCENTIVE PLAN

A summary of the key terms of the Employee Incentive Plan (**Incentive Plan**), for which shareholder approval is being sought under Resolution 5, is set out in the table below.

Terms	Summary
Eligibility	The Board has the discretion to determine which executives and employees are eligible to participate in the Incentive Plan (Eligible Employees). The definition of employee under the Incentive Plan includes any full-time or part-time employees and directors of the Company or a group company, being a body corporate that is a related body corporate of the Company, a body corporate that has voting power in the Company of not less than 20% or a body corporate in which the Company has voting power of not less than 20% (Group Company). The definition of director includes non-executive directors.
Awards	The awards available under the Incentive Plan include: - Options, which are rights to be issued a share upon payment of the price payable per share to exercise the option (or other award) (Exercise Price) and satisfaction of the conditions specified in the offer that must be satisfied before the Option (or other award) is no longer subject to forfeiture (Vesting Conditions); - Performance Rights, which are rights to be issued a share for nil Exercise Price upon the satisfaction of Vesting Conditions specified in the offer; - Service Rights, which are rights to be issued a share for nil Exercise Price upon the satisfaction of Vesting Conditions that relate only to the continued employment of the employee; - Deferred Share Awards, which are shares issued to employees; - Exempt Share Awards, which are shares issued for no consideration or at an issue price which is a discount to the market price with the intention that up to \$1,000 of the total value or discount received by each employee will be exempt from tax; - Cash Rights, which are rights to be issued a cash payment for nil Exercise Price upon the satisfaction of Vesting Conditions specified in the offer; and - Stock Appreciation Rights, which are rights designated as a stock appreciation right, (collectively, the Awards). A Participant is an Eligible Employee to whom Awards are offered to. The Board has the discretion to set the terms and conditions on which it will offer Awards under the Incentive Plan. Awards issued under the Incentive Plan may be issued at no cost to Eligible Employees.
Offer	The Company can offer Awards to Eligible Employees (Offer). Each Offer must be in writing, include a blank application form (if acceptance is required) which will allow the Eligible Employee to provide its written acceptance of the Offer, and specify the following: - the name and address of the Eligible Employee to whom the Offer is made; - the type of Awards being offered; - the number of Awards being offered; - the conditions on the Offer (Offer Conditions); - the date on which the Company issues the Award to the Eligible Employee (Date of Grant); - any Vesting Conditions; - the price to be paid for the issue of a Share (Issue Price) and/or Exercise Price for the Awards; - the fee payable on the grant of an Award (Fee) (if any); - the date on which an Award lapses (Expiry Date) and the period commencing on the Date of Grant and ending on the Expiry Date (Term) (if any); - any period during which Awards, or Shares issued on exercise of Awards, must not be sold or disposed of (Restriction Period); - any other terms or conditions that the Board decides to include; and

	any other matters required to be specified in the Offer by either the Corporations Act or the Listing Rules. The Eligible Employee can accept the Offer by completing and returning the application form which confirms their acceptance of the Offer (Application) and making or directing payment of the total amount payable for the Awards accepted under the Offer.
Maximum number of Awards under the Incentive Plan	An offer of Awards may only be made under the Incentive Plan if the aggregation of the following: - the number of shares that may be acquired on exercise or conversion of the Options, Performance Rights, Service Rights, Stock Appreciation Rights, or issued on issue of Deferred Share Awards or Exempt Share Awards; and - the number of shares issuable if each outstanding Option, Performance Right, Service Right and Stock Appreciation Right were exercised and Deferred Share Award and Exempt Share Award were issued pursuant to the Incentive Plan or any other employee incentive scheme during the previous 3 years, does not exceed 5% of the total number of Shares on issue at the time of the proposed issue. For the avoidance of doubt, the percentage detailed above excludes: - any Award issued under section 708 of the Corporations Act or to Participants lawfully made outside of Australia; - any Awards that have lapsed without being exercised; and - any Award where payment is not required from an Eligible Employee.
Vesting conditions	The Board may determine that the Awards will be subject to conditions and, if so, will specify those Vesting Conditions in the offer to each Eligible Employee. The Board has discretion to define any Vesting Conditions, which may include conditions relating to continuous employment, performance of the Eligible Employee and/or the Company or the occurrence of specific events. Awards will vest to the extent that the applicable Vesting Conditions are satisfied, and the Board retains discretion to waive the satisfaction of the Vesting Conditions in certain approved circumstances.
Rights attaching to Shares	The Shares issued under the Incentive Plan will upon allotment: - be credited as fully paid; - rank equally for dividends and other entitlements where the record date is on or after the date of allotment, but will carry no right to receive any dividend or entitlement where the record date is before the date of allotment; - be subject to any restrictions imposed under the Incentive Plan; and - otherwise rank equally with the existing issued Shares at the time of allotment.
Dividends	A Participant will have a vested and indefeasible entitlement to any dividends declared and distributed by the Company on Shares allotted and issued, or transferred, by the Company to a Participant in respect of an Award (Plan Shares) which, at the books closing date for determining entitlement to those dividends, are standing to the account of the Participant. The Participant may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares held by the Participant and such participation must be in respect of all Plan Shares held by the Participant. Shares issue under any dividend reinvestment plan operated by the Company will not be subject to any restrictions on dealing.
Voting rights	A Participant may exercise any voting rights attaching to Plan Shares registered in the Participant's name.
Quotation	As soon as practicable after the date of the allotment of Shares, the Company will apply for official quotation of such Shares on the ASX.

Ceasing employment	On the occurrence of cessation of employment for any reason, the Board will determine, in its sole and absolute discretion, the manner in which all unvested and vested Awards will be dealt with, including the application of any clawback policy.
Change of control	If a change of control of the Company occurs, the Board will determine, in its sole and absolute discretion, the manner in which all unvested and vested Awards will be dealt with.
Restrictions	Without the prior approval of the Board, Awards may not be sold, transferred, mortgaged, pledged, charged, granted as security or otherwise disposed of during the Restriction Period.
Pro rata bonus issues	If the Company makes a pro rata bonus issue to holders of Awards or Shares in which a restriction on sale or disposal applies (Restricted Award), the Shares issued to Participants under the pro rata bonus issue will be subject to the balance of the Restriction Period that applied to the Restricted Award.
Takeovers	If a takeover bid is made to acquire all of the issued Shares of the Company, or a scheme of arrangement, selective capital reduction or other transaction is initiated which has an effect similar to a full takeover bid for Shares in the Company, then Participants are entitled to accept the takeover bid or participate in the other transaction in respect of all or part of their Awards other than Exempt Share Awards notwithstanding that the Restriction Period in respect of such Awards has not expired.
Hedging unvested Awards	Participants must not enter into transactions or arrangements, including by way of derivatives or similar financial products, which limit the economic risk of holding unvested Awards.
Adjustments	New issue of Shares: A Participant is not entitled to participate in a new issue of Shares or other securities made by the Company to holders of its Shares without exercising the Awards before the record date for the relevant issue. Bonus issues: If, prior to the exercise of an Award, the Company makes a pro-rata bonus issue to the holders of its Shares, and the Award is not exercised prior to the record date in respect of that bonus issue, the Award will, when exercised, entitle the holder to one Share plus the number of bonus shares which would have been issued to the holder if the Award had been exercised prior to the record date. Other reorganisations of capital: If, prior to the exercise of an Award, the Company undergoes a reorganisation of capital (other than by way of a bonus issue or issue for cash) the terms of the Awards of the Participant will be changed to the extent necessary to comply with the Listing Rules as they apply at the relevant time.
Commencement, suspension, termination and amendment of the Incentive Plan	The Incentive Plan may be suspended, terminated or amended at any time by the Board, subject to any resolution of the Company required by the Listing Rules.

ANNEXURE B – US OPTION PLAN

TINYBEANS GROUP LTD

AMENDED AND RESTATED 2026 STOCK OPTION PLAN (U.S. EMPLOYEES ONLY)

1. **Purposes of the Plan**

The purposes of this Tinybeans Group Ltd Amended and Restated U.S. Employees 2026 Stock Option Plan are for the Company to attract and retain the best available personnel for positions of substantial responsibility at the Company's U.S. Subsidiaries, to provide additional incentive to Employees and Consultants, including those of the U.S. Subsidiaries, and to promote the success of the Company's business. This document amends and restates in its entirety the original version of the Plan as of **11 November 2026** and is effective as of such date. Options granted under the Plan may be Incentive Stock Options or Non-statutory Stock Options, as determined by the Administrator at the time of grant of an Option and subject to the applicable provisions of Section 422 of the Code and the regulations promulgated thereunder.

2. **Definitions**

As used herein, the following definitions shall apply:

(a) **“Administrator”** means the Board or a Committee.

(b) **“Affiliate”** means (i) an entity other than a Subsidiary which, together with the Company, is under common control of a third person or entity and (ii) an entity other than a Subsidiary in which the Company and /or one or more Subsidiaries own a controlling interest.

(c) **“Applicable Laws”** means all applicable laws, rules, regulations and requirements, including, but not limited to, all applicable U.S. federal or state laws, applicable Australian federal or state laws, any Stock Exchange rules, including rules of the ASX or regulations, and the applicable laws, rules or regulations of any other country or jurisdiction where Options are granted under the Plan or Participants reside or provide services, as such laws, rules, and regulations shall be in effect from time to time.

(d) **“ASX”** means the Australian Securities Exchange and the financial market operated by it.

(e) **“Award”** means any award of an Option under the Plan.

(f) **“Board”** means the Board of Directors of the Company.

(g) **“Cause”** for termination of a Participant's Continuous Service Status will exist (unless another definition is provided in an applicable Option Agreement, employment agreement or other applicable written agreement) if the Participant's Continuous Service Status is terminated for any of the following reasons: (i) any material breach by Participant of any material written agreement between Participant and the Company and Participant's failure to cure such breach within

30 days after receiving written notice thereof; (ii) any failure by Participant to comply with the Company's material written policies or rules as they may be in effect from time to time; (iii) neglect or persistent unsatisfactory performance of Participant's duties and Participant's failure to cure such condition within 30 days after receiving written notice thereof; (iv) Participant's repeated failure to follow reasonable and lawful instructions from the Board or President and Participant's failure to cure such condition within 30 days after receiving written notice thereof; (v) Participant's conviction of, or plea of guilty or nolo contendere to, any crime that results in, or is reasonably expected to result in, material harm to the business or reputation of the Company; (vi) Participant's commission of or participation in an act of fraud against the Company; (vii) Participant's intentional material damage to the Company's

TINYBEANS GROUP AMENDED AND RESTATED 2026 U.S. EMPLOYEES STOCK OPTION PLAN

business, property or reputation; or (viii) Participant's unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom the Participant owes an obligation of nondisclosure as a result of his or her relationship with the Company. For purposes of clarity, a termination without "Cause" does not include any termination that occurs as a result of Participant's death or disability. The determination as to whether a Participant's Continuous Service Status has been terminated for Cause shall be made in good faith by the Company and shall be final and binding on the Participant. The foregoing definition does not in any way limit the Company's ability to terminate a Participant's employment or consulting relationship at any time, and the term "Company" will be interpreted to include any Subsidiary, Parent, Affiliate, or any successor thereto, if appropriate.

(h) **"Change of Control"** means (i) a sale of all or substantially all of the Company's assets other than to an Excluded Entity (as defined below), (ii) a merger, consolidation or other capital reorganization or business combination transaction of the Company with or into another corporation, limited liability company or other entity other than an Excluded Entity, or (iii) the consummation of a transaction, or series of related transactions, in which any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of all of the Company's then outstanding voting securities.

Notwithstanding the foregoing, a transaction shall not constitute a Change of Control if its purpose is to (A) change the jurisdiction of the Company's incorporation, (B) create a holding company that will be owned in substantially the same proportions by the persons who hold the Company's securities immediately before such transaction, or (C) obtain funding for the Company in a financing that is approved by the Company's Board. An **"Excluded Entity"** means a corporation or other entity of which the holders of voting capital stock of the Company outstanding immediately prior to such transaction are the direct or indirect holders of voting securities representing at least a majority of the votes entitled to be cast by all of such corporation's or other entity's voting securities outstanding immediately after such transaction.

(i) **"Code"** means the Internal Revenue Code of 1986, as amended.

(j) **"Committee"** means one or more committees or subcommittees of the Board consisting of two (2) or more Directors (or such lesser or greater number of Directors as shall constitute the minimum number permitted by Applicable Laws to establish a committee or sub-committee of the Board) appointed by the Board to administer the Plan in accordance with Section 4 below.

(k) **"Company"** means Tinybeans Group Ltd ACN 168 481 614, an Australian public company limited by shares.

(l) **"Consultant"** means any U.S. person or entity, including an advisor but not an Employee, that renders, or has rendered, services to the Company, or any Parent, Subsidiary or Affiliate and is compensated for such services, and any Director whether compensated for such services or not.

(m) **"Continuous Service Status"** means the absence of any interruption or termination of service as an Employee or Consultant. Continuous Service Status as an Employee or Consultant shall not be considered interrupted or terminated in the case of: (i) Company approved sick leave; (ii) military leave; (iii) any other bona fide leave of absence approved by the Company, provided that, if an Employee is holding an Incentive Stock Option and such leave exceeds 3 months then, for purposes of Incentive Stock Option status only, such Employee's service as an Employee shall be deemed terminated on the 1st day following such 3-month period and the Incentive Stock Option shall thereafter automatically become a Nonstatutory Stock Option in accordance with Applicable Laws, unless reemployment upon the expiration of such leave is guaranteed by contract or statute, or unless provided

TINYBEANS GROUP AMENDED AND RESTATED 2026 U.S. EMPLOYEES STOCK OPTION PLAN

otherwise pursuant to a written Company policy. Also, Continuous Service Status as an Employee or Consultant shall not be considered interrupted or terminated in the case of a transfer between locations of the Company or between the Company, its Parents, Subsidiaries or Affiliates, or their respective successors, or a change in status from an Employee to a Consultant or from a Consultant to an Employee.

(n) “**Director**” means a member of the Board.

(o) “**Disability**” means “disability” within the meaning of Section 22(e)(3) of the Code.

(p) “**Employee**” means any U.S. person employed by the Company, or any Parent, Subsidiary or Affiliate, with the status of employment determined pursuant to such factors as are deemed appropriate by the Company in its sole discretion, subject to any requirements of Applicable Laws, including the Code. The payment by the Company of a director’s fee shall not be sufficient to constitute “employment” of such director by the Company or any Parent, Subsidiary or Affiliate.

(q) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

(r) “**Fair Market Value**” means, as of any date, the per share fair market value of the Shares, as determined by the Administrator in good faith on such basis as it deems appropriate and applied consistently with respect to Participants. Whenever possible, the determination of Fair Market Value shall be based upon the per share closing price for the Shares as available on ASX for the applicable date.

(s) “**Family Members**” means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships) of the Participant, any person sharing the Participant’s household (other than a tenant or employee), a trust in which these persons (or the Participant) have more than 50% of the beneficial interest, a foundation in which these persons (or the Participant) control the management of assets, and any other entity in which these persons (or the Participant) own more than 50% of the voting interests.

(t) “**Incentive Stock Option**” means an Option intended to, and which does, in fact, qualify as an incentive stock option within the meaning of Section 422 of the Code.

(u) “**Involuntary Termination**” means (unless another definition is provided in the applicable Option Agreement, employment agreement or other applicable written agreement) the termination of a Participant’s Continuous Service Status other than for (i) death, (ii) Disability or (iii) for Cause by the Company or a Parent, Subsidiary, Affiliate or successor thereto, as appropriate.

(v) “**Listed Security**” means any security of the Company that is listed or approved for listing on a national securities exchange, including ASX in Australia, or designated or approved for designation as a national market system security on an interdealer quotation system by the Financial Industry Regulatory Authority (or any successor thereto).

(w) “**Nonstatutory Stock Option**” means an Option that is not intended to, or does not, in fact, qualify as an Incentive Stock Option.

(x) “**Option**” means a stock option granted pursuant to the Plan.

(y) “**Option Agreement**” means a written document, the form(s) of which shall be approved from time to time by the Administrator, reflecting the terms of an Option granted under the Plan and includes any documents attached to or incorporated into such Option Agreement, including, but not limited to, a notice of stock option grant and a form of exercise notice.

TINYBEANS GROUP AMENDED AND RESTATED 2026 U.S. EMPLOYEES STOCK OPTION PLAN

(z) **"Option Exchange Program"** means a program approved by the Administrator whereby outstanding Options (i) are exchanged for Options with a lower exercise price, cash or other property or (ii) are amended to decrease the exercise price as a result of a decline in the Fair Market Value.

(aa) **"Optioned Shares"** means Shares that are subject to an Option or that were issued pursuant to the exercise of an Option.

(bb) **"Optionee"** means an Employee or Consultant who receives an Option.

(cc) **"Parent"** means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if, at the time of grant of the Award, each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be considered a Parent commencing as of such date.

(dd) **"Participant"** means any holder of one or more Awards or Shares issued pursuant to an Award.

(ee) **"Plan"** means this Tinybeans Group Ltd Amended and Restated 2026 U.S. Employees Stock Option Plan.

(ff) **"Share"** means a fully paid ordinary share of the Company, currently traded on ASX, as adjusted in accordance with Section 9 below (collectively, "Shares").

(gg) **"Stock Exchange"** means any stock exchange, including ASX, or consolidated stock price reporting system on which prices for the Shares Stock are quoted at any given time.

(hh) **"Subsidiary"** means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time of grant of the Award, each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date.

(ii) **"Ten Percent Holder"** means a person who owns shares representing more than 10% of the voting power of all classes of shares of the Company or any Parent or Subsidiary measured as of an Award's date of grant.

(jj) **"U.S. Person"** means a United States citizens or a resident alien of the United States for United States federal tax purposes.

(kk) **"U.S. Subsidiary"** means Tinybeans U.S.A. Ltd., Red Tricycle, Inc. and any other legal entity formed under the laws of any state or territory of the United States of America which is wholly owned by the Company.

3. **Shares Subject to the Plan**

Subject to the provisions of Section 9 below, and all Applicable Laws, the maximum aggregate number of Shares that may be issued under the Plan is 8,000,000 Shares, all of which Shares may be issued under the Plan pursuant to Incentive Stock Options. The Shares issued under the Plan may be authorized, but unissued, or reacquired Shares. If an Award should expire or become unexercisable for any reason without having been exercised in full, or is surrendered pursuant to an Option Exchange Program, the unissued Shares that were subject thereto shall, unless the Plan shall have been terminated, continue to be available under the Plan for issuance pursuant to future Awards. In addition, any Shares which are retained by the Company upon exercise of an Award in order to satisfy the exercise or purchase price for such Award or any withholding taxes due with respect to such Award shall be treated as not issued and shall continue to be available under the Plan for

issuance pursuant to future Awards. Shares issued under the Plan and later forfeited to the Company due to the failure to vest or repurchased by the Company at the original purchase price paid to the Company for the Shares (including, without limitation, upon forfeiture to or repurchase by the Company in connection with the termination of a Participant's Continuous Service Status) shall again be available for future grant under the Plan. Notwithstanding the foregoing, subject to the provisions of Section 9 below, in no event shall the maximum aggregate number of Shares that may be issued under the Plan pursuant to Incentive Stock Options exceed the number set forth in the first sentence of this Section 3 plus, to the extent allowable under Section 422 of the Code and the Treasury Regulations promulgated there under, any Shares that again become available for issuance pursuant to the remaining provisions of this Section 3.

4. Administration of the Plan

(a) **General**

The Plan shall be administered by the Board, a Committee appointed by the Board, or any combination thereof, as determined by the Board. The Plan may be administered by different administrative bodies with respect to different classes of Participants and, if permitted by Applicable Laws, the Board may authorize one or more officers of the Company to make Awards under the Plan to Employees and Consultants (who are not subject to Section 16 of the Exchange Act) within parameters specified by the Board. For the avoidance of doubt, subject to the provisions of the Plan and Applicable Laws, one or more Awards may be made to each Employee or Consultant with such different exercise prices, expiration dates, vesting requirements and other terms and conditions applicable to each Option as the Board may in its sole discretion determine, provided that each such Option shall be documented in a separate Option Agreement. Such multiple Awards to a single Employee or Consultant may be made contemporaneously.

(b) **Committee Composition**

If a Committee has been appointed pursuant to this Section 30, such Committee shall continue to serve in its designated capacity until otherwise directed by the Board. From time to time the Board may increase the size of any Committee and appoint additional members thereof, remove members (with or without cause) and appoint new members in substitution therefor, fill vacancies (however caused) and dissolve a Committee and thereafter directly administer the Plan, all to the extent permitted by Applicable Laws.

(c) **Powers of the Administrator**

Subject to the provisions of the Plan and, in the case of a Committee, the specific duties delegated by the Board to such Committee, the Administrator shall have the authority, in its sole discretion:

- (i) to determine the Fair Market Value in accordance with Section 2(r) above, provided that such determination shall be applied consistently with respect to Participants under the Plan;
- (ii) to select the Employees and Consultants to whom Awards may from time to time be granted;
- (iii) to determine the number of Shares to be covered by each Award;
- (iv) to approve the form(s) of agreement(s) and other related documents used under the Plan;
- (v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder, which terms and conditions include but are not limited to the exercise or purchase price, the time or times when Awards may vest and/or be exercised (which may be based on performance criteria), the circumstances (if any) when vesting will be accelerated or forfeiture restrictions will be waived, and any restriction or limitation regarding any Award or Optioned Shares;
- (vi) to amend any outstanding Award or agreement related to any Optioned Shares, including any amendment adjusting vesting (e.g., in connection with a change

TINYBEANS GROUP AMENDED AND RESTATED 2026 U.S. EMPLOYEES STOCK OPTION PLAN

in the terms or conditions under which such person is providing services to the Company), provided that no amendment shall be made that would materially and adversely affect the rights of any Participant without his or her consent;

(vii) subject to Applicable Laws, to implement an Option Exchange Program and establish the terms and conditions of such Option Exchange Program without consent of the holders of capital stock of the Company, provided that no amendment or adjustment to an Option that would materially and adversely affect the rights of any Participant shall be made without his or her consent;

(viii) to approve addenda pursuant to Section 7 below or to grant Awards to, or to modify the terms of, any outstanding Option Agreement or any agreement related to any Optioned Shares held by Participants who are foreign nationals or employed outside of the United States with such terms and conditions as the Administrator deems necessary or appropriate to accommodate differences in local law, tax policy or custom which deviate from the terms and conditions set forth in this Plan to the extent necessary or appropriate to accommodate such differences; and

(ix) to construe and interpret the terms of the Plan, any Option Agreement, and any agreement related to any Optioned Shares, which constructions, interpretations and decisions shall be final and binding on all Participants.

(d) **Indemnification**

To the maximum extent permitted by Applicable Laws, each member of the Committee (including officers of the Company, if applicable), or of the Board, as applicable, shall be indemnified and held harmless by the Company against and from (i) any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan or pursuant to the terms and conditions of any Award except for actions taken in bad faith or failures to act in good faith, and (ii) any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such claim, action, suit, or proceeding against him or her, provided that such member shall give the Company an opportunity, at its own expense, to handle and defend any such claim, action, suit or proceeding before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Certificate of Incorporation or Bylaws, by contract, as a matter of law, or otherwise, or under any other power that the Company may have to indemnify or hold harmless each such person.

5. **Eligibility**

(a) **Recipients of Grants**

Nonstatutory Stock Options may be granted to Employees and Consultants. Incentive Stock Options may be granted only to Employees of a U.S. Subsidiary.

(b) **Type of Option**

Each Option shall be designated in the Option Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option.

(c) **ISO US\$100,000 Limitation**

Notwithstanding any designation under Section 5(b), to the extent that the aggregate Fair Market Value of Shares with respect to which options designated as incentive stock options are exercisable for the first time by any Optionee during any calendar year (under all plans of the Company or any Parent or Subsidiary) exceeds US\$100,000, such excess options shall be treated as nonstatutory stock options. For purposes of this Section 5, incentive stock options shall be taken into account in the order in which they were granted, and the Fair Market Value of the Shares subject to an incentive stock option shall be determined as of the date of the grant of such option.

TINYBEANS GROUP AMENDED AND RESTATED 2026 U.S. EMPLOYEES STOCK OPTION PLAN

(d) **No Employment Rights**

Neither the Plan nor any Award shall confer upon any Employee or Consultant any right with respect to continuation of an employment or consulting relationship with the Company (any Parent, Subsidiary or Affiliate), nor shall it interfere in any way with such Employee's or Consultant's right or the Company's (Parent's, Subsidiary's or Affiliate's) right to terminate his or her employment or consulting relationship at any time, with or without cause.

6. **Term of Plan**

The Plan has become effective upon its original adoption by the Board and shall continue in effect for a term of 10 years unless sooner terminated under Section 13 below.

7. **Options**

(a) **Term of Option**

The term of each Option shall be the term stated in the Option Agreement; provided that the term shall be no more than 10 years from the date of grant thereof or such shorter term as may be provided in the Option Agreement and provided further that, in the case of an Incentive Stock Option granted to a person who at the time of such grant is a Ten Percent Holder, the term of the Option shall be 5 years from the date of grant thereof or such shorter term as may be provided in the Option Agreement.

(b) **Option Exercise Price and Consideration.**

- (i) **Exercise Price:** The per Share exercise price for the Shares to be issued pursuant to the exercise of an Option shall be such price as is determined by the Administrator and set forth in the Option Agreement, but shall be subject to the following:

1) In the case of an Incentive Stock Option

- i. granted to an Employee who at the time of grant is a Ten Percent Holder, the per Share exercise price shall be no less than 110% of the Fair Market Value on the date of grant;
- ii. granted to any other Employee, the per Share exercise price shall be no less than 100% of the Fair Market Value on the date of grant;

2) Except as provided in subsection 3 below, in the case of a Nonstatutory Stock Option the per Share exercise price shall be such price as is determined by the Administrator, provided that, if the per Share exercise price is less than 100% of the Fair Market Value on the date of grant, it shall otherwise comply with all Applicable Laws, including Section 409A of the Code; and

3) Notwithstanding the foregoing, Options may be granted with a per Share exercise price other than as required above pursuant to a merger or other corporate transaction.

- (ii) **Permissible Consideration.** The consideration to be paid for the Shares to be issued upon exercise of an Option, including the method of payment, shall be determined by the Administrator (and, in the case of an Incentive Stock Option and to the extent required by Applicable Laws, shall be determined at the time of grant) and may consist entirely of (1) cash; (2) check; (3) to the extent permitted under, and in accordance with, Applicable Laws, delivery of a promissory note with such recourse, interest, security and redemption provisions as the Administrator determines to be appropriate (subject to the provisions of the Applicable Laws); (4) cancellation of indebtedness; (5) other previously owned Shares that have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which the Option is exercised; ; (7) such other consideration and method of payment permitted under Applicable Laws; or (8) any combination of the foregoing methods of payment. In making its determination as to the type of consideration to accept, the Administrator shall consider if acceptance of such

TINYBEANS GROUP AMENDED AND RESTATED 2026 U.S. EMPLOYEES STOCK OPTION PLAN

consideration may be reasonably expected to benefit the Company and the Administrator may, in its sole discretion, refuse to accept a particular form of consideration at the time of any Option exercise.

(c) **Exercise of Option**

(i) **General**

1) **Exercisability**

Any Option granted hereunder shall be exercisable at such times and under such conditions as determined by the Administrator, consistent with the terms of the Plan and reflected in the Option Agreement, including vesting requirements and/or performance criteria with respect to the Company, and Parent, Subsidiary or Affiliate, and/or the Optionee.

2) **Leave of Absence**

The Administrator shall have the discretion to determine at any time whether and to what extent the vesting of Options shall be tolled during any leave of absence; provided, however, that in the absence of such determination, vesting of Options shall continue during any paid leave and shall be tolled during any unpaid leave (unless otherwise required by Applicable Laws). Notwithstanding the foregoing, in the event of military leave, vesting shall toll during any unpaid portion of such leave, provided that, upon an Optionee's returning from military leave (under conditions that would entitle him or her to protection upon such return under the Uniform Services Employment and Reemployment Rights Act), he or she shall be given vesting credit with respect to Options to the same extent as would have applied had the Optionee continued to provide services to the Company (or any Parent, Subsidiary or Affiliate, if applicable) throughout the leave on the same terms as he or she was providing services immediately prior to such leave.

3) **Minimum Exercise Requirements**

An Option may not be exercised for a fraction of a Share. The Administrator may require that an Option be exercised as to a minimum number of Shares, provided that such requirement shall not prevent an Optionee from exercising the full number of Shares as to which the Option is then exercisable.

4) **Procedures for and Results of Exercise**

An Option shall be deemed exercised when written notice of such exercise has been received by the Company in accordance with the terms of the Option Agreement by the person entitled to exercise the Option and the Company has received full payment for the Shares in cleared funds with respect to which the Option is exercised and has paid, or made arrangements to satisfy, any applicable taxes, withholding, required deductions or other required payments in accordance with Section 8 below. The exercise of an Option shall result in a decrease in the number of Shares that thereafter may be available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

5) **Rights as Holder of Capital Stock**

Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a holder of capital stock shall exist with respect to the Optioned Shares, notwithstanding the exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock is issued, except as provided in Section 9 below.

(ii) **Termination of Continuous Service Status**

The Administrator shall establish and set forth in the applicable Option Agreement the terms and conditions upon which an Option shall remain exercisable, if at all, following termination of an Optionee's Continuous Service Status, which provisions may be waived or modified by the Administrator at any time.

To the extent that an Option Agreement does not specify the terms and conditions upon which an Option shall terminate upon termination of an Optionee's Continuous Service Status, the following provisions shall apply:

1) **General Provisions**

If the Optionee (or other person entitled to exercise the Option) does not exercise the Option to the extent so entitled within the time specified below, the Option shall terminate and the Optioned Shares underlying the unexercised portion of the Option shall revert to the Plan. In no event may any Option be exercised after the expiration of the Option term as set forth in the Option Agreement (and subject to this Section 7).

2) **Termination other than Upon Disability or Death or for Cause**

In the event of termination of an Optionee's Continuous Service Status other than under the circumstances set forth in the subsections 3 through 4, such Optionee may exercise any outstanding Option at any time within 6 month(s) following such termination to the extent the Optionee is vested in the Optioned Shares.

3) **Disability of Optionee**

In the event of termination of an Optionee's Continuous Service Status as a result of his or her Disability, such Optionee may exercise any outstanding Option at any time within 12 month(s) following such termination to the extent the Optionee is vested in the Optioned Shares.

4) **Death of Optionee**

In the event of the death of an Optionee during the period of Continuous Service Status since the date of grant of any outstanding Option, or within 6 month(s) following termination of the Optionee's Continuous Service Status, the Option may be exercised by any beneficiaries designated in accordance with Section 15 below, or if there are no such beneficiaries, by the Optionee's estate, or by a person who acquired the right to exercise the Option by bequest or inheritance, at any time within 12 month(s) following the date the Optionee's Continuous Service Status terminated, but only to the extent the Optionee is vested in the Optioned Shares.

5) **Termination for Cause**

In the event of termination of an Optionee's Continuous Service Status for Cause, any outstanding Option (including any vested portion thereof) held by such Optionee shall immediately terminate in its entirety upon first notification to the Optionee of termination of the Optionee's Continuous Service Status for Cause. If an Optionee's Continuous Service Status is suspended pending an investigation of whether the Optionee's Continuous Service Status will be terminated for Cause, all the Optionee's rights under any Option, including the right to exercise the Option, shall be suspended during the investigation period. Nothing in this Section 7 shall in any way limit the Company's right to purchase unvested Shares issued upon exercise of an Option as set forth in the applicable Option Agreement.

(iii) **Buyout Provisions.** The Administrator may at any time offer to buy out for a payment in cash or Shares an Option previously granted under the Plan based on such terms and conditions as the Administrator shall establish and communicate to the Optionee at the time that such offer is made.

8. **Taxes**

As a condition of the grant, vesting and exercise of an Award, the Participant (or in the case of the Participant's death or a permitted transferee, the person holding or exercising the Award) shall make such arrangements as the Administrator may require for the satisfaction of any applicable U.S. federal, state, local or foreign tax, withholding, and any other required deductions or payments that may arise in connection with such Award. The Company shall not be required to issue any Shares under the Plan until such obligations are satisfied.

9. **Adjustments Upon Changes in Capitalization, Merger or Certain Other Transactions.**

(a) **Changes in Capitalization**

Subject to any action required under Applicable Laws by the holders of capital stock of the Company, (i) the numbers and class of Shares or other stock or securities: (x) available for future Awards under Section 3 above and (y) covered by each outstanding Award, (ii) the exercise price per Share of each such outstanding Option, and (iii) any repurchase price per Share applicable to Shares issued pursuant to any Award, shall be automatically proportionately adjusted in the event of a stock split, reverse stock split, stock dividend, combination, consolidation, reclassification of the Shares or subdivision of the Shares. In the event of any increase or decrease in the number of issued Shares effected without receipt of consideration by the Company, a declaration of an extraordinary dividend with respect to the Shares payable in a form other than Shares in an amount that has a material effect on the Fair Market Value, a recapitalization (including a recapitalization through a large nonrecurring cash dividend), a rights offering, a reorganization, merger, a spin-off, split-up, change in corporate structure or a similar occurrence, the Administrator shall make appropriate adjustments, in its discretion, in one or more of (i) the numbers and class of Shares or other stock or securities: (x) available for future Awards under Section 3 above and (y) covered by each outstanding Award, (ii) the exercise price per Share of each outstanding Option and (iii) any repurchase price per Share applicable to Shares issued pursuant to any Award, and any such adjustment by the Administrator shall be made in the Administrator's sole and absolute discretion and shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an Award. If, by reason of a transaction described in this Section 9(a) or an adjustment pursuant to this Section 9(a), a Participant's Award agreement or agreement related to any Optioned Shares covers additional or different shares of stock or securities, then such additional or different shares, and the Award agreement or agreement related to the Optioned Shares in respect thereof, shall be subject to all of the terms, conditions and restrictions which were applicable to the Award, Optioned Shares prior to such adjustment.

(b) **Dissolution or Liquidation**

In the event of the dissolution or liquidation of the Company, each Award will terminate immediately prior to the consummation of such action, unless otherwise determined by the Administrator.

(c) **Corporate Transactions**

In the event of (i) a transfer of all or substantially all of the Company's assets, (ii) a merger, consolidation or other capital reorganization or business combination transaction of the Company with or into another corporation, entity or person, or (iii) the consummation of a transaction, or series of related transactions, in which any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of more than 50% of the Company's then outstanding capital stock (a "Corporate Transaction"), each outstanding Award (vested or unvested) will be treated as the Administrator determines, which determination may be made without the consent of any Participant and need not treat all outstanding Awards (or portion thereof) in an identical manner. Such determination, without the consent of any Participant, may provide (without limitation) for one or more of the following in the event of a Corporate Transaction: (A) the continuation of such outstanding Awards by the Company (if the Company is the surviving corporation); (B) the assumption of such outstanding Awards by the surviving corporation or its parent; (C) the substitution by the surviving corporation or its parent of new options or equity awards for such Awards; (D) the cancellation of such

Awards in exchange for a payment to the Participants equal to the excess of (1) the Fair Market Value of the Shares subject to such Awards as of the closing date of such Corporate Transaction over (2) the exercise price or purchase price paid or to be paid for the Shares subject to the Awards; or (E) the cancellation of any outstanding Options for no consideration.

10. **Non-Transferability of Awards.**

(a) **General**

Except as set forth in this Section 10, Awards (or any rights of such Awards) may not be sold, pledged, encumbered, assigned, hypothecated, or disposed of or otherwise transferred in any manner other than by will or by the laws of descent or distribution. The designation of a beneficiary by a Participant will not constitute a transfer. An Option may be exercised, during the lifetime of the holder of the Option, only by such holder or a transferee permitted by this Section 10.

(b) **Limited Transferability Rights**

Notwithstanding anything else in this Section 10, the Administrator may in its sole discretion provide that any Nonstatutory Stock Options may be transferred by instrument to an inter vivos or testamentary trust in which the Options are to be passed to beneficiaries upon the death of the trustor (settlor) or by gift to Family Members.

11. **Reserved**

12. **Time of Granting Awards**

The date of grant of an Award shall, for all purposes, be the date on which the Administrator makes the determination granting such Award, or such other date as is determined by the Administrator.

13. **Amendment and Termination of the Plan**

The Board may at any time amend or terminate the Plan, but no amendment or termination shall be made that would materially and adversely affect the rights of any Participant under any outstanding Award, without his or her consent. In addition, to the extent necessary and desirable to comply with Applicable Laws, the Company shall obtain the approval of holders of capital stock with respect to any Plan amendment in such a manner and to such a degree as required.

14. **Conditions Upon Issuance of Shares.** Notwithstanding any other provision of the Plan or any agreement entered into by the Company pursuant to the Plan, the Company shall not be obligated, and shall have no liability for failure, to issue or deliver any Shares under the Plan unless such issuance or delivery would comply with Applicable Laws, with such compliance determined by the Company in consultation with its legal counsel. As a condition to the exercise of any Option, the Company may require the person exercising the Option to represent and warrant at the time of any such exercise or purchase that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is advisable or required by Applicable Laws.

15. **Beneficiaries**

If permitted by the Company, a Participant may designate one or more beneficiaries with respect to an Award by timely filing the prescribed form with the Company.

A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Participant's death. Except as otherwise provided in an Award Agreement, if no beneficiary was designated or if no designated beneficiary survives the Participant, then after a Participant's death any vested Award(s) shall be transferred or distributed to the Participant's estate or to any person who has the right to acquire the Award by bequest or inheritance.

16. **Approval of Holders of Capital Stock**

If required by Applicable Laws, continuance of the Plan shall be subject to approval by the holders of capital stock of the Company within 12 months before or after the date the Plan is adopted or, to the extent required by Applicable Laws, any date the Plan is amended. Such approval shall be obtained in the manner and to the degree required under Applicable Laws.

17. **Addenda**

The Administrator may approve such addenda to the Plan as it may consider necessary or appropriate for the purpose of granting Awards to Employees or Consultants, which Awards may contain such terms and conditions as the Administrator deems necessary or appropriate to accommodate differences in local law, tax policy or custom, which may deviate from the terms and conditions set forth in this Plan. The terms of any such addenda shall supersede the terms of the Plan to the extent necessary to accommodate such differences but shall not otherwise affect the terms of the Plan as in effect for any other purpose.

18. **Conflict with Listing Rules of ASX and Australian Law.** If for any reason this Agreement, its operation or the provisions thereof are in conflict with any provision or requirement of the Listing Rules of the ASX or any law or statute of the Commonwealth of Australia then the Listing Rules of the ASX or the applicable law or statute shall prevail to the extent of the inconsistency.

ADDENDUM A

Tinybeans Group Ltd

Amended and Restated 2026 U.S. Employees Stock Option Plan

(California Participants)

“California Participant” means a Participant whose Award is issued in reliance on Section 25102(o) of the California Corporations Code.

Prior to the date, if ever, on which the Common Stock becomes a Listed Security and/or the Company is subject to the reporting requirements of the Exchange Act, the terms set forth herein shall apply to Awards issued to California Participants. All capitalized terms used herein but not otherwise defined shall have the respective meanings set forth in the Plan.

The following rules shall apply to any Option in the event of termination of the Participant’s Continuous Service Status:

1. If such termination was for reasons other than death, “Permanent Disability” (as defined below), or Cause, the Participant shall have at least 30 days after the date of such termination to exercise his or her Option to the extent the Participant is entitled to exercise on his or her termination date, provided that in no event shall the Option be exercisable after the expiration of the term as set forth in the Option Agreement.
2. If such termination was due to death or Permanent Disability, the Participant shall have at least 6 months after the date of such termination to exercise his or her Option to the extent the Participant is entitled to exercise on his or her termination date, provided that in no event shall the Option be exercisable after the expiration of the term as set forth in the Option Agreement.
3. “Permanent Disability” for purposes of this Addendum shall mean the inability of the Participant, in the opinion of a qualified physician acceptable to the Company, to perform the major duties of the Participant’s position with the Company or any Parent or Subsidiary because of the sickness or injury of the Participant.
4. Notwithstanding anything to the contrary in Section 9(a) of the Plan, the Administrator shall in any event make such adjustments as may be required by Section 25102(o) of the California Corporations Code.
5. Notwithstanding anything stated herein to the contrary, no Option shall be exercisable on or after the 10th anniversary of the date of grant and any Award agreement shall terminate on or before the 10th anniversary of the date of grant.
6. The Company shall furnish summary financial information (audited or unaudited) of the Company’s financial condition and results of operations, consistent with the requirements of Applicable Laws, at least annually to each California Participant during the period such Participant has one or more Awards outstanding, and in the case of an individual who acquired Shares pursuant to the Plan, during the period such Participant owns such Shares; provided, however, the Company shall not be required to provide such information if:
 - (i) the issuance is limited to key persons whose duties in connection with the Company assure their access to equivalent information or
 - (ii) the Plan or any agreement complies with all conditions of Rule 701 of the Securities Act of 1933, as amended; provided that for purposes of determining such compliance, any registered domestic partner shall be considered a “family member” as that term is defined in Rule 701.

Your proxy voting instruction must be received by **11:00am (AEDT) on Monday, 09 November 2026**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: <https://investor.automic.com.au/#/home> Shareholders sponsored by a broker should advise their broker of any changes.

STEP 1 - APPOINT A PROXY

If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIR OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chair of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chair of the Meeting will be voted according to the instructions set out in this Proxy Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of Key Management Personnel.

STEP 2 - VOTES ON ITEMS OF BUSINESS

You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF SECOND PROXY

You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

SIGNING INSTRUCTIONS

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

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

Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.

Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.

Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at <https://automicgroup.com.au>.

Lodging your Proxy Voting Form:

Online

Use your computer or smartphone to appoint a proxy at <https://portal.automic.com.au/investor/home> or scan the QR code below using your smartphone

Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.



BY MAIL:

Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:

Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:

meetings@automicgroup.com.au

BY FACSIMILE:

+61 2 8583 3040

All enquiries to Automic:

WEBSITE:

<https://automicgroup.com.au>

PHONE:

1300 288 664 (Within Australia)
+61 2 9698 5414 (Overseas)

I/We being a Shareholder entitled to attend and vote at the Annual General Meeting of Tinybeans Group Ltd, to be held at **11:00am (AEDT) on Wednesday, 11 November 2026 at The offices of Traverse Accountants at 24-26 Kent Street, Millers Point, NSW** hereby:

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

[illegible]

Unless indicated otherwise by marking the “for”, “against” or “abstain” box you will be authorising the Chair to vote in accordance with the Chair's voting intention.

Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolutions 1, 4, 5, 6, 7, 8 and 9 (except where I/we have indicated a different voting intention below) even though Resolutions 1, 4, 5, 6, 7, 8 and 9 are connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.

Resolutions		For	Against	Abstain	Resolutions		For	Against	Abstain
1	Adoption of Remuneration Report	☐	☒	☐	7	Approval for the issue of Shares in lieu of cash remuneration to non-Executive Director, Andrew Silverberg, under ASX Listing Rule 10.11	☐	☐	☐
2	Election of Director – Clifford Sirlin	☐	☐	☐	8	Approval for the issue of Shares in lieu of cash remuneration to non-Executive Director, Mike Rothman, under ASX Listing Rule 10.11	☐	☐	☐
3	Election of Director – Rebecca White	☐	☐	☐	9	Approval for the issue of Shares in lieu of cash remuneration to non-Executive Director, Clifford Sirlin, under ASX Listing Rule 10.11	☐	☐	☐
4	Adoption of US Option Plan	☐	☒	☐	10	Approval of Additional 10% Placement Facility under ASX Listing Rule 7.1A	☐	☐	☐
5	Re-adoption of Employee Incentive Plan	☐	☐	☐	11	Approval of Amendments to the Constitution	☐	☐	☐
6	Approval for the issue of Shares in lieu of cash remuneration to Executive Director, Rebecca White, under ASX Listing Rule 10.11	☐	☐	☐					

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

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

Contact Name:

Email Address:

Contact Daytime Telephone:

Date (DD/MM/YY): / /

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

13 October 2026

Upcoming Annual General Meeting of Shareholders

Dear Shareholder,

Tinybeans Limited ACN 168 481 614 (ASX: TNY or “the **Company**”), advises the 2026 Annual General Meeting will be held [in person at The offices of Traverse Accountants at 24-26 Kent Street, Millers Point, NSW on 11 November 2026 at 11:00am (AEDT) (**Meeting**).

Notice of Meeting

The Notice of Meeting and Explanatory Memorandum (**Notice**) for the Meeting is available online and can be viewed and downloaded by shareholders of the Company (**Shareholders**) from the Company’s website at <https://investors.tinybeans.com> or the Company’s ASX market announcements platform at www.asx.com.au (ASX: TNY).

In accordance with sections 110C-110K of the Corporations Act 2001 (Cth) (as inserted by the Treasury Laws Amendment (2021 Measures No.1) Act 2021 (Cth), Shareholders will not be sent a hard copy of the Notice or Proxy Form unless Shareholders have already notified the Company that they wish to receive documents such as the Notice and Proxy Form in hard copy.

Voting by Proxy

Online scan the QR code below using your smartphone 	Lodge your Proxy vote online at https://singleholding.automic.com.au/login by following the instructions: 1. Login to the Automic website using the holding details as shown on your holding statement. 2. Click on ‘Meetings’ - ‘Vote’. To use the online lodgment facility, Shareholders will need their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) as shown at the top of your holding statement.
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For further information on the online proxy lodgment process, or if you require a hard copy Proxy Form, please contact the Company’s Share Registry, Automic Registry Services (**Automic**), at hello@automicgroup.com.au or via phone on 1300 288 664 (within Australia) or +61 2 9698 5414 (overseas).

Shareholder queries in relation to the Meeting

Shareholders can contact the Company Secretary with any questions prior to the meeting via email at adam.gallagher@tinybeans.com.

Copies of all Meeting related material, including the Notice and the Company’s Annual Report, are available to download from the Company’s website and the Company’s ASX market announcements platform. In the event it is necessary or appropriate for the Company to make alternative arrangements for the Meeting, information will be provided to Shareholders via the ASX and the Company’s website.

Authorised for ASX release by the Company Secretary.