Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company/registered scheme/notified foreign passport fund name: PRODIGY GOLD NL

ACN/ARSN/APFRN NFPFRN (if applicable): ACN 009 127 020

1. Details of substantial holder (1)

Name: PRODIGY GOLD NL
ACN/ARSN/APFRN (if applicable): ACN 009 127 020
NFPFRN (if applicable):

The holder became a substantial holder on 09/11/2026

2. Details of voting power

The total number of votes attached to all the voting shares or interests in the company , scheme or fund that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
FULLY PAID ORDINARY SHARES	67,081,534	67,081,534	19.90%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
PRODIGY GOLD NL	Restrictions on the disposal of shares under a voluntary escrow deed between Prodigy Gold NL and Plutus Prospecting Pty Ltd gives Prodigy Gold NL a 'relevant interest' in its own shares under section 608(1)(c) of the *Corporations Act 2001* (Cth). The voluntary escrow deed was entered into at the request of Plutus Prospecting Pty Ltd in connection with a third party lending arrangement under which Plutus Prospecting Pty Ltd is the borrower. Prodigy Gold NL has no right to acquire these shares or to control the voting rights attached to these shares. A copy of the voluntary escrow deed is annexed as Annexure A.	67,081,534 ORD

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
PRODIGY GOLD NL	PLUTUS PROSPECTING PTY LTD	PLUTUS PROSPECTING PTY LTD	67,081,534 ORD

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
PRODIGY GOLD NL	N/A	N/A		N/A

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN/APFRN (if applicable) and NFPFRN (if applicable)	Nature of association
N/A	N/A

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
PRODIGY GOLD NL	LEVEL 1, 67 SMITH STREET, DARWIN NT 0800, AUSTRALIA

Signature

print name	JUTTA ZIMMERMANN	capacity	SECRETARY
sign here		date	11/11/2026

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.

(2) See the definition of "associate" in section 9 of the Corporations Act 2001.

(3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The total number of votes attached to all the voting shares or interests in the company, scheme or fund (if any) that the person or an associate has a relevant interest in.

(6) The person's votes divided by the total votes in the body corporate, scheme or fund multiplied by 100.

(7) Include details of:

(a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

(8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."

(9) Details of the consideration must include any and all benefits, money and otherwise, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A

Execution version

NORTON ROSE FULBRIGHT

Voluntary Escrow Deed

Parties

Plutus Prospecting Pty Ltd
ACN 682 005 769

Prodigy Gold NL
ACN 009 127 020

Deed dated _____ 2026

Parties

Plutus Prospecting Pty Ltd (ACN 682 005 769)
of Suite 101, Level 1, 50 Clarence Street, Sydney NSW 2000 (email address: jally@plutusprospecting.com, attention: Liang Zhen Lin)
(**Holder**)

Prodigy Gold NL (ACN 009 127 020)
of Level 1, 67 Smith Street, Darwin NT 0800 (email address: medwards@prodigygold.com.au, attention: Mark Edwards)
(**Company**)

Introduction

A The Company is listed, and the shares making up the Escrowed Shares are quoted, on the ASX.

B The Holder holds the Escrowed Shares and has entered into the Loan Agreement and the Specific Security Deed with the Financier.

C The Holder agrees to escrow the Escrowed Shares for the Escrow Period pursuant to the terms of this Deed.

It is agreed

1 Definitions and interpretation

(1) In this Deed, unless the context requires otherwise:

(a) **ASX** means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires;

(b) **ASX Listing Rules** means the listing rules of the ASX;

(c) **ASX Settlement Operating Rules** means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532);

(d) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in New South Wales, Australia;

(e) **CHESS Sponsored Subregister** has the meaning given to the term "Chess Subregister" in section 2 the ASX Settlement Operating Rules;

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

(g) **Dealing**, in respect of any Escrowed Shares, means to directly or indirectly:

(i) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Escrowed Share;

(ii) encumber or grant a security interest over such Escrowed Share or any legal, beneficial or economic interest in that Escrowed Share;

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(iii) grant or exercise an option in respect of such Escrowed Share;

(iv) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Escrowed Share; or

(v) agree to do any of those things, but for the avoidance of doubt, does not include or restrict the exercise of any voting rights attaching to the Escrowed Shares,

and **Deal** has a corresponding meaning;

(h) **Deed** means this voluntary escrow deed;

(i) **Dispose** has the meaning given to that term in the ASX Listing Rules;

(j) **Escrow Period** means the period commencing on the date of this Deed and ending on the date that the Company receives a notice from the Holder, accompanied by written confirmation from the Financier, that the Secured Money has been paid in full or the Escrowed Shares cease to be held on the Issuer Sponsored Subregister following a request in accordance with clause 2.3(6);

(k) **Escrowed Shares** means:

(i) the 67,081,534 Shares held by the Holder on the date of this Deed and any Shares issued to the Holder during the Escrow Period (including under the Company's pro rata entitlement offer announced on the ASX on 8 October 2026); and

(ii) any securities attaching to or arising out of those Shares,

up to an amount which is no more than 19.9% of the total issued Shares of the Company.

(l) **Financier** means BH Capitalink Development Limited of Room 1802, 18/F, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong;

(m) **Holding Lock** has the meaning given to that term in section 2 of the ASX Settlement Operating Rules;

(n) **Issuer Sponsored Subregister** has the meaning given to that term in section 2 of the ASX Settlement Operating Rules;

(o) **Loan Agreement** means the loan agreement between the Holder as borrower and the Financier as lender dated on or about the date of this Deed;

(p) **Secured Money** has the meaning given to that term in the Loan Agreement;

(q) **Share** means a fully paid ordinary share in the capital of the Company;

(r) **Specific Security Deed** means the specific security deed granted by the Holder in favour of the Financier over the Escrowed Shares dated on or about the date of this Deed; and

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(s) **Takeover Bid** has the meaning given in the Corporations Act and includes a proportional takeover bid.

(2) Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter which is defined in the Corporations Act, but is not defined in clause 1(1), has the meaning given to it in the Corporations Act.

(3) In this Deed, the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this Deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this Deed;

(vi) this Deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this Deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars;

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(g) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it;

(h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day; and

(i) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this Deed, it is to be calculated exclusive of that day, or the day of that act or event.

(4) During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this Deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this Deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this Deed to contain a provision and it does not contain such a provision, this Deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this Deed not to contain a provision and it contains such a provision, this Deed is deemed not to contain that provision; and

(f) if any provision of this Deed is or becomes inconsistent with the ASX Listing Rules, this Deed is deemed not to contain that provision to the extent of the inconsistency.

2 Voluntary escrow

2.1 Escrow restrictions on the Holder

Subject to clause 2.3, during the Escrow Period, the Holder must not Deal in the Escrowed Shares.

2.2 Holding lock

(1) Subject to clause 2.2(2), the Holder agrees to the application of a Holding Lock to the Escrowed Shares, and agrees to take all necessary steps to ensure that its Escrowed Shares are registered and held for the Holder on the Issuer Sponsored Subregister whilst any restrictions under clause 2.1 apply to those Escrowed Shares.

(2) The Company will apply a Holding Lock to the Escrowed Shares on the date of this Deed (and, in respect of Escrowed Shares issued after that date, on issue) and may only remove the Holding Lock with respect to the Escrowed Shares if permitted under clauses 2.2(3) to 2.2(5).

(3) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Escrowed Shares to the extent necessary to facilitate a Dealing that is permitted under clause 2.3.

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(4) The Company must remove the Holding Lock with respect to the Escrowed Shares as soon as practicable after the end of the Escrow Period, subject to compliance with clause 2.2(5).

(5) The Company must notify the ASX that the Escrowed Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

2.3 Exceptions

(1) During the Escrow Period, the Holder may Deal in any of its Escrowed Shares to the extent necessary to:

(a) if a Takeover Bid is made to acquire all or some of the Shares, accept the offers under the Takeover Bid in respect of the Escrowed Shares, provided that the following conditions are satisfied:

(i) holders of at least 50% of the Shares that are not the subject of any escrow restrictions, and to which offers under the Takeover Bid relate, have accepted the offers made under the Takeover Bid in accordance with the terms of such offers; and

(ii) the Takeover Bid:

(A) is unconditional or all conditions to the Takeover Bid have been satisfied or waived; or

(B) is conditional only on any minimum acceptance condition, and/or any no prescribed occurrences conditions, provided that if the Takeover Bid does not ultimately become unconditional, the restrictions in clause 2.1 will continue to apply to the Escrowed Shares;

(b) tender any Escrowed Shares into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of Shares that are not the subject of any escrow restrictions have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; or

(c) allow the Escrowed Shares to be acquired under or cancelled upon implementation of a scheme of arrangement under Part 5.1 of the Corporations Act if such scheme of arrangement becomes effective in accordance with section 411(10) of the Corporations Act.

(2) If for any reason any or all Escrowed Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Escrowed Shares under this Deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Escrowed Shares not so transferred or cancelled.

(3) During the Escrow Period, the Holder may Deal in any of its Escrowed Shares to the extent necessary to allow the Escrowed Shares to be transferred or cancelled as part of an equal access share buyback (including an equivalent buyback which does not require shareholder approval as a result of a modification by ASIC of the Corporations Act), an equal capital return, a pro-rata capital return, a pro-rata reduction of capital, a merger being implemented by way of an acquisition of all Shares or other similar reorganisation, which has received all necessary approvals, including all necessary approvals by shareholders of the Company and the courts,

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provided if for any reason any or all Escrowed Shares are not bought back or cancelled as part of the reorganisation, then the Holder agrees that the restrictions applying to the Escrowed Shares under this Deed will continue to apply and, without limiting the foregoing, the Holding Lock will be reapplied to all Escrowed Shares not so bought back or cancelled.

(4) During the Escrow Period, the Holder may Deal in any of its Escrowed Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction) or pursuant to the winding up, deregistration or insolvency of the Holder, provided that any recipient of the Escrowed Shares will no longer be bound by any Holding Lock or restrictions on Dealing.

(5) During the Escrow Period, the Holder may Deal in any of its Escrowed Shares to the extent:

(a) the Holder creates a security interest in some (or all) of its Escrowed Shares in favour of the Financier under the Specific Security Deed as security for a loan, hedge or other financial accommodation on arm's length terms provided that the security interest (taken together with any related arrangements, including the relevant loan or other financial accommodation) does not in any way constitute a direct or indirect disposal of the economic interest, or decrease in the economic interest, that the Holder has in any of its Escrowed Shares; or

(b) the Dealing is by the Financier or any receiver, attorney or other person appointed under the Specific Security Deed in the exercise of rights under it (including on enforcement), and on request by the Holder or any such person the Company must promptly remove the Holding Lock to the extent necessary to facilitate that Dealing.

(6) During the Escrow Period, if the Holder gives the Company notice that the Escrowed Shares are to be transferred from the Issuer Sponsored Subregister to the CHESS Sponsored Subregister (and such notice must evidence that the Financier or any receiver, attorney or other person appointed under the Specific Security Deed consents), the Company shall provide all reasonable assistance to the Holder to facilitate the Escrowed Shares being transferred from the Issuer Sponsored Subregister to the CHESS Sponsored Subregister.

(7) During the Escrow Period, the Holder may Deal in any of its Escrowed Shares if:

(a) the prior written consent of the Company has been obtained; and

(b) the Company receives a notice from the Holder evidencing written confirmation from the Financier that the Financier has consented to that Dealing.

2.4 Consequences of breach

If the Holder breaches this clause 2, each of the following applies:

(1) the Company may take any steps it considers necessary to enforce this clause 2, or to rectify the breach; and

(2) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Escrowed Shares. This is in addition to any other rights and remedies of the Company.

The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or

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specific performance to enforce the Holder's obligations under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.

2.5 Notice

If the Holder becomes aware:

(1) that a Dealing in any Escrowed Shares has occurred, or is likely to occur, during the Escrow Period; or

(2) of any matter which is likely to give rise to a Dealing in any Escrowed Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

2.6 Permitted dealings with the Escrowed Shares

Except as expressly provided for in clause 2.1, nothing in this Deed restricts the Holder from dealing with the Escrowed Shares or exercising rights attaching to, or afforded to the holder of, the Escrowed Shares, including (without limitation) by:

(1) exercising any voting rights attaching to Escrowed Shares;

(2) receiving or being entitled to any dividend, return of capital or other distribution attaching to Escrowed Shares; or

(3) receiving or participating in any rights or bonus issue in connection with the Escrowed Shares (including taking up its entitlement under the Company's pro rata entitlement offer).

2.7 Holder's warranties and representations

Each of the warranties and representations in this clause 2.7 is given by the Holder in favour of the Company as at the date of this Deed and at all times until expiry of the Escrow Period, and the Holder warrants and represents that:

(1) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Deed;

(2) it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms;

(3) this Deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(4) the execution, delivery and performance by the Holder of this Deed does not and will not violate, breach or result in a contravention of:

(a) any applicable law, regulation or authorisation;

(b) its constitution or other constituent documents; or

(c) any agreement, undertaking, encumbrance or document which is binding on it;

(5) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2.1 if done or omitted to be done during the Escrow Period or

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taken any other action which will cause it to breach clause 2.1 during the Escrow Period; and

(6) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Escrowed Shares, and will not do so during the Escrow Period (other than as permitted by this Deed), such that the Escrowed Shares are free from all encumbrances and other third party interests or rights (other than where permitted by this Deed, including the security interest granted under the Specific Security Deed).

2.8 Company's representations and warranties

The Company represents and warrants to the Holder as at the date of this Deed that:

(1) it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms;

(2) this Deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(3) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Deed; and

(4) the execution, delivery and performance by the Company of this Deed does not and will not violate, breach or result in a contravention of:

(a) any applicable law, regulation or authorisation;

(b) its constitution or other constituent documents; or

(c) any agreement, undertaking, security interest or document which is binding on it.

2.9 Effect of breach of warranties and representations

A breach of any of the warranties and representations in clause 2.7 or clause 2.8 is a breach of the terms of this Deed. The warranties and representations in clause 2.7 or clause 2.8 survive termination of this Deed.

3 General

3.1 Amendment

This Deed can only be amended or replaced by another deed executed by the parties with the prior written consent of the Financier.

3.2 Termination

This Deed terminates automatically when the Holding Lock is released in full in respect of all Escrowed Shares.

3.3 Further assurances

Except as expressly provided in this Deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this Deed and the matters contemplated by it.

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3.4 Counterparts

This Deed may consist of a number of copies each signed by one or more parties to this Deed. If so, the signed copies are treated as making up the one Deed.

3.5 Governing law

This Deed is governed by the laws of New South Wales, Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of that place.

3.6 Notices

(1) Unless expressly stated otherwise in this Deed, a notice, consent or other communication given under this Deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this Deed (**Notice**):

(a) must be in legible writing and in English;

(b) must be addressed to the party to whom it is to be given (**Addressee**) at the address or email address set out in the Parties clause of this Deed or to any other address or email address a party notifies to the other under this clause;

(c) must be signed by or on behalf of the sender (if an individual) or an officer of the sender; and

(d) must be either:

(i) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or

(ii) sent by email to the Addressee's email address.

(2) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:

(a) if sent by hand, when delivered to the Addressee;

(b) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first, but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

(3) Notices sent by email must state the first and last name of the sender and are taken to be signed by the named sender.

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3.7 Waiver

(1) No waiver of a right or remedy under this Deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(2) A single or partial exercise of a right or remedy under this Deed does not prevent a further exercise of that or of any other right or remedy.

(3) Failure to exercise or delay in exercising a right or remedy under this Deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

3.8 Severability

Any provision of this Deed which is unenforceable or partly unenforceable (including as a result of the ASX Listing Rules) is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.

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Executed as a deed and delivered on the date shown on the first page.

Holder

Executed by **Plutus Prospecting Pty Ltd** (ACN 682 005 769) in accordance with section 127 of the *Corporations Act 2001* (Cth):

Sole director and sole company secretary

LIANG ZHEN LIN

Name of sole director and sole company secretary
(BLOCK LETTERS)

Company

Executed by **Prodigy Gold NL** (ACN 009 127 020) in accordance with section 127 of the *Corporations Act 2001* (Cth)*:*

Director/company secretary	Director
Name of director/company secretary (BLOCK LETTERS)	Name of director (BLOCK LETTERS)

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