# Form 603

**Corporations Act 2001**
**Section 671B**

# Notice of initial substantial holder

To Company Name/Scheme: AIC Mines Limited (**AIC**)

ACN/ARSN: ACN 060 156 452

**1. Details of substantial holder (1)**

Name: Ms Sim Bee Ng, Mr Yi Xuan Woo and Ms Yen Jen Woo and each of the entities referred to in Annexure A (**Ng Group Entities**)

ACN/ARSN (if applicable): Not applicable

The holder became a substantial holder on: 11 November 2026

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme 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 in AIC (**Shares**) | 52,300,259 | 52,300,259 | 5.16% |

**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 |
|---|---|---|
| Mega Active Investment Limited (**Mega Active**) | Relevant interest under section 608(1)(a) of the *Corporations Act 2001* (Cth) (**Corporations Act**) as the registered holder of the Shares issued pursuant to the Subscription and Investment Deed between AIC, Dragon Field International Limited and the subscribers listed in Schedule 3 of the deed dated 11 November 2026 (**Subscription Deed**) as annexed to this document in Annexure B | 11,985,414 Shares |
| | Relevant interest under sections 608(1)(c) in respect of the Shares held by each of the Other Subscribers (**Other Subscribers**) listed in Schedule 1 of the Pre-emptive Right dated 11 November 2026 between AIC, Dragon Field International Limited and the Other Subscribers (**Pre-emptive Rights Deed**) as annexed to this document in Annexure C as Mega Active has the power to dispose of, or control the exercise of a power to dispose of those Shares under the Pre-emptive Rights Deed. | 40,314,845 Shares |
| Union Bravo Limited (**Union Bravo**) | Relevant interest under section 608(1)(a) of the *Corporations Act 2001* (Cth) (**Corporations Act**) as the registered holder of the Shares issued pursuant to the Subscription Deed | 11,445,746 Shares |
| Wisteria Holdings Limited (**Wisteria**) | Relevant interest under section 608(1)(a) of the *Corporations Act 2001* (Cth) (**Corporations Act**) as the registered holder of the Shares issued pursuant to the Subscription Deed | 9,335,487 Shares |
| Ms Sim Bee Ng | Relevant interest under section 608(3)(b) in respect of the Shares issued to Mega Active pursuant to the Subscription Deed as Ms Sim Bee Ng controls Mega Active | 11,985,414 Shares |

| | | |
|---|---|---|
| | Relevant interest under sections 608(1)(c) and 608(3)(b) in respect of the Shares held by each of the Other Subscribers through Mega Active as Ms Sim Bee Ng controls Mega Active and by virtue of the Pre-emptive Rights Deed has the power to dispose of, or control the exercise of a power to dispose of those Shares | 40,314,845 Shares |
| Mr Yi Xuan Woo | Relevant interest under section 608(3)(b) in respect of the Shares issued to Mega Active pursuant to the Subscription Deed as Mr Yi Xuan Woo controls Union Bravo | 11,445,746 Shares |
| Ms Yen Jen Woo | Relevant interest under section 608(3)(b) in respect of the Shares issued to Mega Active pursuant to the Subscription Deed as Ms Yen Jen Woo controls Wisteria | 9,335,487 Shares |
| Ng Group Entities (excluding Mega Active, Union Bravo and Wisteria) | Relevant interest under section 608(3)(b) of the Corporations Act as they are under the common control of Ms Sim Bee Ng, Mr Yi Xuan Woo and Ms Yen Jen Woo. | 52,300,259 Shares |

**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 |
|---|---|---|---|
| Ms Sim Bee Ng and Mega Active | Mega Active | Mega Active | 11,985,414 Shares |
| Union Bravo and Mr Yi Xuan Woo | Union Bravo | Union Bravo | 11,445,746 Shares |
| Ms Yen Jen Woo and Wisteria | Wisteria | Wisteria | 9,335,487 Shares |
| Ms Sim Bee Ng and Mega Active | Other Subscribers – See Schedule 1 of Annexure C | Other Subscribers – See Schedule 1 of Annexure C | 40,314,845 Shares |

**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 | |
| Ms Sim Bee Ng and Mega Active | 11 November 2026 | - | Consideration for the sale of Materra Metals Limited ACN 140 474 693 to AIC as set out in the Subscription Deed as annexed to this document in Annexure B. | 11,985,414 Shares |
| | 11 November 2026 | - | Nil under the Pre-emptive Rights Deed as annexed to this document in Annexure C | 40,314,845 Shares |
| Union Bravo and Mr Yi Xuan Woo | 11 November 2026 | | Consideration for the sale of Materra Metals Limited ACN 140 474 693 to AIC as set out in the Subscription Deed as annexed to this document in Annexure B. | 11,445,746 Shares |

| | | | | |
|---|---|---|---|---|
| Ms Yen Jen Woo and Wisteria | 11 November 2026 | | Consideration for the sale of Materra Metals Limited ACN 140 474 693 to AIC as set out in the Subscription Deed as annexed to this document in Annexure B. | 9,335,487 Shares |

**6. Associates**

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

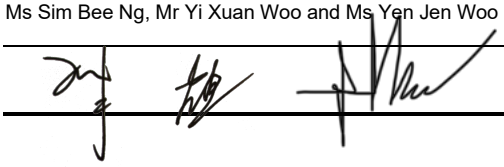
| Name and ACN/ARSN (if applicable) | Nature of association |
|---|---|
| Ms Sim Bee Ng, Mr Yi Xuan Woo and Ms Yen Jen Woo and the Ng Group Entities | The persons are associates of each other by virtue 12(2)(c) of the Corporations Act because they each act in concert with each other in relation to AIC's affairs. |

**7. Addresses**

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

| Name | Address |
|---|---|
| Ms Sim Bee Ng | C/- Mega Active, Suite 9-9, Level 9, Wisma UOA II, Jalan Pinang, 50450 Kuala Lumpur, Malaysia |
| Mr Yi Xuan Woo | C/- Union Bravo, Suite 9-9, Level 9, Wisma UOA II, Jalan Pinang, 50450 Kuala Lumpur, Malaysia |
| Ms Yen Jen Woo | c/- Wisteria, Suite 9-9, Level 9, Wisma UOA II, Jalan Pinang, 50450 Kuala Lumpur, Malaysia |
| Ng Group Entities | See Annexure A |
| Other Subscribers | See Annexure A and C |

## Signature

| | | | |
|---|---|---|---|
| print name | Ms Sim Bee Ng, Mr Yi Xuan Woo and Ms Yen Jen Woo | capacity | On behalf of each substantial holder this Form relates to |
| **sign here** |  | date | 11 November 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 in the company or voting interests in the scheme (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 or scheme 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.

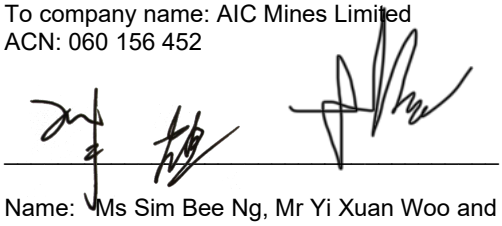
(8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write “unknown.’”

(9) Details of the consideration must include any and all benefits, moneys and other, 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**

This is Annexure A of 1 page referred to in Form 603 (Notice of initial substantial holder).

To company name: AIC Mines Limited
ACN: 060 156 452



Name: Ms Sim Bee Ng, Mr Yi Xuan Woo and Ms Yen Jen Woo

Date: 11 November 2026

**Ng Group Entities**

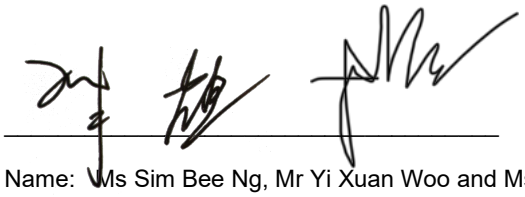
| No | Person | Address |
|---|---|---|
| 1 | Mega Active Investment Limited | Suite 9-9, Level 9, Wisma UOA II, Jalan Pinang, 50450 Kuala Lumpur, Malaysia |
| 2 | Union Bravo Limited | Suite 9-9, Level 9, Wisma UOA II, Jalan Pinang, 50450 Kuala Lumpur, Malaysia |
| 3 | Wisteria Holdings Limited | Suite 9-9, Level 9, Wisma UOA II, Jalan Pinang, 50450 Kuala Lumpur, Malaysia |
| 4 | Pine Honour Holdings Limited | Suite 9-9, Level 9, Wisma UOA II, Jalan Pinang, 50450 Kuala Lumpur, Malaysia |
| 5 | Power Rosy Holdings Limited | Suite 9-9, Level 9, Wisma UOA II, Jalan Pinang, 50450 Kuala Lumpur, Malaysia |

**The address of all Other Subscribers (see Schedule 1 of Annexure C) who are individuals is** C/- Global Minerals Unit S6, 21/F., W Luxe, No. 5 On Yiu Street, Shek Mun, Shatin, N.T., Hong Kong

**Annexure B**

This is Annexure B of 33 pages referred to in Form 603 (Notice of initial substantial holder).

To company name: AIC Mines Limited
ACN: 060 156 452



Name: Ms Sim Bee Ng, Mr Yi Xuan Woo and Ms Yen Jen Woo

Date: 11 November 2026

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Thomsons

# Subscription and Investment Deed

between

**AIC Mines Limited**
ACN 060 156 452
(**Company**)

and

**Dragon Field International Limited**
(HK Company No. 2352613)
(**DFIL**)

and

**The Subscribers listed in Schedule 3**
(**Subscribers**)

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

## Table of Contents


**1 Definitions and interpretation ..... 1**

1.1 Definitions ..... 1
1.2 Interpretation ..... 3

**2 Liability ..... 4**

**3 Direction and Subscription ..... 4**

**4 Application for Consideration Shares ..... 4**

**5 Subscription for Consideration Shares ..... 5**

5.1 Issue and Subscription ..... 5
5.2 Rights and ranking ..... 5
5.3 Acknowledgements ..... 5

**6 Termination ..... 5**

**7 Completion ..... 5**

7.1 Time and place ..... 5
7.2 Company's obligations at Completion ..... 5
7.3 Subscriber's obligations at Completion ..... 5
7.4 Company's obligations post-Completion ..... 6

**8 Public announcements ..... 6**

**9 Warranties ..... 7**

9.1 Company Warranties ..... 7
9.2 Subscriber Warranties ..... 7
9.3 Repetition of Warranties ..... 7
9.4 No merger on Completion ..... 7
9.5 Reliance ..... 7
9.6 Independent Warranties ..... 7

**10 Duty, costs and expenses ..... 7**

**11 Notices ..... 8**

11.1 Service of notices ..... 8
11.2 Effect of receipt ..... 8
11.3 Addresses ..... 8

**12 General ..... 9**

12.1 Governing law and jurisdiction ..... 9
12.2 Severability ..... 9
12.3 Further steps ..... 9
12.4 Consents ..... 9
12.5 Rights cumulative ..... 9
12.6 Waiver and exercise of rights ..... 9
12.7 Amendment ..... 10
12.8 Assignment ..... 10
12.9 Execution and counterparts ..... 10
12.10 Entire agreement ..... 10

**Schedule 1 ..... 11**

Company Warranties ..... 11

**Schedule 2 ..... 12**

Subscriber Warranties ..... 12

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD



**Schedule 3** ..... **1**

Deed Details ..... 1

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

**This deed** is made on 11 November 2026

| | |
|---|---|
| between | **AIC Mines Limited** ACN 060 156 452 of Suite 3, 130 Hay St, Subiaco WA 6008 (**Company**) |
| and | **Dragon Field International Limited (HK Company No. 2352613)** of Suite 2401, 24F, China Insurance Group Building, 141 Des Voeux Road, Central, Hong Kong (**DFIL**) |
| and | **The Subscribers listed in Part 2 of Schedule 3** (each a **Subscriber** and together, the **Subscribers**) |

## Recitals

A The Company and the Sellers are parties to the Share Sale Agreement.

B Pursuant to the Share Sale Agreement, the Sellers have agreed to sell, and the Company has agreed to purchase, the Sale Shares in consideration for, among other valuable consideration, the Company issuing the Consideration Shares to the Subscribers on the terms set out in this deed and the Share Sale Agreement.

**Now it is agreed** as follows:

## 1 Definitions and interpretation

1.1 **Definitions**

The meanings of the terms used in this deed are set out below.

**Accounting Standards** means:

(a) the requirements of the Corporations Act about the preparation and contents of financial reports; and

(b) the accounting standards approved under the Corporations Act, being the Australian Accounting Standards and any authoritative interpretations issued by the Australian Accounting Standards Board.

**ASIC** means the Australian Securities and Investment Commission.

**ASX** means ASX Limited (ABN 98 008 624 691) and, where the context requires, the financial market that it operates.

**Board** means the board of directors of the Company.

**Business Day** means:

(a) for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and

(b) for any other purposes, a day on which the banks are open for business in Perth, Western Australia other than a Saturday, Sunday or public holiday in Perth, Western Australia.

**Capital Raise** has the meaning given to that term in Share Sale Agreement.

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

**Company Warranties** means the representations and warranties in Schedule 1.

**Completion** means completion of the issue of the Consideration Shares pursuant to clause 7.

**Completion Date** means the date on which Completion occurs.

**Consideration Shares** means the Shares to be issued by the Company under this deed as part of the consideration payable under the Share Sale Agreement, the number of which is to be determined by dividing A$100 million by the same issue price per Share under the Capital Raise, being $0.795 per Share.

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

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

**DFIL Shareholders** means the Subscribers listed in items 6 to 17 of Schedule 3.

**Duty** means any stamp, transaction landholder or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalties, charge or other amount imposed in respect of any of them, but excludes any other Taxes.

**Encumbrance** means any interest or power:

(a) reserved in or over any interest in any asset including, but not limited to, any retention of title; or

(b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for payment of a debt, any other monetary obligation or the performance of any other obligation, or any trust or any retention of title and includes, but is not limited to, any agreement to grant or create any of the above.

**Execution Date** means the date of this deed.

**Government Agency** means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

**Listing Rules** means the official listing rules of the ASX.

**Materra** means Materra Metals Limited ACN 140 474 693.

**Relevant Interest** has the meaning given to that term in section 9 of the Corporations Act.

**Representative** of a party means any director, officer, employee, consultant, agent, adviser or financier of the party or any wholly-owned Subsidiary of the party.

**Respective Proportions** means, in respect of a Subscriber, the proportion of the Consideration Shares to be issued to that Subscriber as set out in Schedule 3.

**Sellers** has the meaning given to that term in the Share Sale Agreement.

**Sale Shares** has the meaning given in the Share Sale Agreement.

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

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

**Share Sale Agreement** means the share sale and purchase agreement between the Company, the Sellers and Materra dated on or around this deed in relation to the sale and purchase of the Sale Shares.

**Subscriber Warranties** means the representations and warranties in Schedule 2.

**Subsidiary** has the meaning given in the Corporations Act.

**Tax** means all forms of taxation, duties, imposts, fees, levies, deductions or withholdings, including income tax, fringe benefits tax, withholding tax, capital gains tax, land tax, pay as you go, goods and services tax, consumption tax, value added tax, superannuation guarantee charge or tax, water and municipal rates, customs and other import or export duties, excise duties, minerals royalties, royalties, sales tax, payroll tax, workers' compensation premium or levy, and any additional tax, interest, penalty, surcharge or fine in connection with it.

**Trading Day** has the meaning given to that term in the Listing Rules.

**Warranties** means the Company Warranties and the Subscribers' Warranties.

1.2 **Interpretation**

In this deed, unless the context otherwise requires:

(a) a reference to:

(i) one gender includes the others;

(ii) the singular includes the plural and the plural includes the singular;

(iii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this deed and references to this deed include any recital, schedule or annexure;

(iv) any contract (including this deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated;

(v) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(vi) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;

(vii) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;

(viii) a group of persons is a reference to any two or more of them taken together and to each of them individually;

(ix) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;

(x) time is a reference to legal time in Perth, Western Australia;

(xi) a reference to a day or a month means a calendar day or calendar month; and

(xii) money (including ‘A$’, ‘$’, ‘AUD’ or ‘dollars’) is to Australian currency;

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(b) unless expressly stated, no party enters into this deed as agent for any other person (or otherwise on their behalf or for their benefit);

(c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;

(d) the words 'costs' and 'expenses' include reasonable charges, expenses and legal costs on a full indemnity basis;

(e) headings and the table of contents are for convenience only and do not form part of this deed or affect its interpretation;

(f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

(g) the time between two days, acts or events includes the day of occurrence or performance of the second but not the first day of an act or event;

(h) if the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day;

(i) where there are two or more persons in a party each are bound jointly and severally; and

(j) a provision of this deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this deed or the inclusion of the provision in this deed.

## 2 Liability

In this deed:

(a) each obligation or liability of a Subscriber is several and not joint nor joint and several; and

(b) each right of a Subscriber is held by each of them severally and not jointly nor jointly and severally.

## 3 Direction and Subscription

The parties agree that DFIL by this deed has irrevocably directed the Company to issue any Consideration Shares to which DFIL may have been entitled to receive under the Share Sale Agreement directly to the DFIL Shareholders in the manner and subject to the terms and conditions set out in this deed, in satisfaction of the Company's obligation, and only that obligation, to issue Consideration Shares to DFIL under the Share Sale Agreement.

## 4 Application for Consideration Shares

This Deed serves as an application by each Subscriber for the allotment of the Consideration Shares on the Completion Date. Accordingly, the Subscribers are not required to provide an additional application prior to the Completion Date.

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

## 5 Subscription for Consideration Shares

### 5.1 Issue and Subscription

(a) Each Subscriber will subscribe for, and the Company will issue to that Subscriber, the number of Consideration Shares determined at Completion by applying that Subscriber's Respective Proportion as set out in Schedule 3 to the total number of Consideration Shares, rounded so that any fractional entitlement of 0.5 or more is rounded up to the next whole Share and any fractional entitlement of less than 0.5 is rounded down to the nearest whole Share, subject to the terms and conditions of this deed.

(b) The Consideration Shares will be issued at the same issue price as the Shares issued under the Capital Raise undertaken in connection with the transactions contemplated by the Share Sale Agreement.

### 5.2 Rights and ranking

All Consideration Shares issued to a Subscriber will:

(a) be issued as fully paid;

(b) be free of Encumbrances; and

(c) rank equally in all respects with the other Shares on issue as at the date of Completion.

### 5.3 Acknowledgements

By agreeing to the issue of the Consideration Shares, each Subscriber agrees to become a member of the Company and to be bound by the Constitution.

## 6 Termination

(a) If the Share Sale Agreement terminates for any reason and completion does not occur in accordance with the Share Sale Agreement, then this deed will automatically terminate and be void and be of no force or effect.

(b) Clauses 1, 8, 11, and 12 survive the expiry or termination of this deed.

## 7 Completion

### 7.1 Time and place

Completion must take place contemporaneously with and as part of completion under the Share Sale Agreement.

### 7.2 Company's obligations at Completion

At Completion, the Company must:

(a) issue or procure the issue of the Consideration Shares to the Subscribers, in the respective numbers determined in accordance with clause 5.1, free from all Encumbrances; and

(b) register each Subscriber as the holder of the Consideration Shares in the register of members of the Company.

### 7.3 Subscriber's obligations at Completion

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

(a) At Completion, each Subscriber must subscribe for the Consideration Shares to be issued to that Subscriber in accordance with clause 5.1.

(b) Each Subscriber will use all reasonable endeavours to co-operate with the Company to:

(i) prepare all documents to be lodged by the Company with ASX in connection with the execution, delivery and performance of this deed and the transactions contemplated by it; and

(ii) achieve lodgement of the documents prepared under clause 7.3(b)(i) in a timely manner.

(c) Each Subscriber will use all reasonable endeavours to do, or cause to be taken, all other actions (including preparing any necessary documents) and do, or cause to be done, all other things necessary or appropriate to consummate the transaction under this deed, including lodging any substantial holding notice required under Part 6C.1 of the Corporations Act.

7.4 **Company's obligations post-Completion**

The Company must as soon as possible on the Completion Date after Completion occurs:

(a) issue a holding statement to each Subscriber in respect of the Consideration Shares issued to that Subscriber;

(b) apply for quotation of the Consideration Shares in accordance with the Listing Rules at its own cost and use its best endeavours at its own cost to obtain quotation of the Consideration Shares;

(c) ensure that the Consideration Shares will be freely tradeable and:

(i) issue a notice under section 708A(5)(e) and 708A(6) of the Corporations Act (**Cleansing Notice**), and in any event no later than five Business Days after Completion; or

(ii) if such Cleansing Notice cannot be provided, lodge with ASIC and ASX a prospectus for the purposes of section 708A(11) of the Corporations Act, and in any event no later than 15 Business Days after Completion; and

(d) in addition to the specific obligations in clauses 7.4(a) to 7.4(c), the Company must:

(i) promptly prepare and lodge all documents required to be lodged by the Company in accordance with the Listing Rules (including an Appendix 2A) as necessary for the consummation of the transaction under this deed; and

(ii) use all reasonable endeavours to take, or cause to be taken, all other action and do, or cause to be done, all other things necessary or appropriate to consummate the transaction under this deed.

## 8 Public announcements

The parties acknowledge and agree that:

(a) a party will not make any public announcements or statements to the media in relation to this deed or the transaction contemplated by this deed, except as permitted under the Share Sale Agreement;

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(b) the Company is permitted to lodge an Appendix 3B to the ASX in relation to the issue of the Consideration Shares; and

(c) the Subscribers are permitted to attach a copy of this deed to any substantial holding notices provided by a Subscriber pursuant to Part 6C.1 of the Corporations Act.

## 9 Warranties

9.1 **Company Warranties**

The Company represents and warrants to each Subscriber that the Company Warranties are true and correct.

9.2 **Subscriber Warranties**

The Subscribers represent and warrant to the Company that the Subscribers' Warranties are true and correct.

9.3 **Repetition of Warranties**

The Warranties are given:

(a) in respect of each Warranty which is expressed to be given on a particular date, on that date; and

(b) in respect of each other Warranty, on the Execution Date and immediately before Completion.

9.4 **No merger on Completion**

The Warranties are continuing obligations of the relevant party and survive the issue of the Consideration Shares and do not merge on Completion.

9.5 **Reliance**

(a) The Company acknowledges that the Subscribers enter into this deed in reliance on each Company Warranty.

(b) The Subscribers acknowledge that the Company enters into this deed in reliance on each Subscribers' Warranty.

9.6 **Independent Warranties**

Each Warranty is separate and independent and not limited by reference to any other Warranty or any notice or waiver given by any party in connection with anything in this deed.

## 10 Duty, costs and expenses

(a) The Subscribers must pay all Duty payable by any such Subscriber in connection with this deed and any document, agreement or transaction contemplated by or incidental to this deed.

(b) Each party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration of this deed and any other agreement or document entered into or signed under this deed.

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

(c) Any action to be taken by the Subscribers or the Company in performing their obligations under this deed must be taken at their own cost and expense unless otherwise provided in this deed.

## 11 Notices

### 11.1 Service of notices

A notice, consent, approval or other communication under this deed (**Notice**) must be:

(a) in writing and signed by the sender or its duly authorised representative, addressed to the recipient and sent to the recipient's address as specified in clause 11.3 if provided to the Company or DFIL, and Schedule 3 if provided to the Subscribers; and

(b) delivered by personal service, sent by pre-paid mail or transmitted by email, or any other lawful means.

### 11.2 Effect of receipt

(a) A Notice given in accordance with this clause 11 is treated as having been given and received:

(i) if personally delivered, on delivery;

(ii) if sent by pre-paid mail, on the fifth clear Business Day after the date of posting (or the seventh Business Day after the date of posting if sent to or from an address outside Australia); and

(iii) if sent by email, at the time of transmission by the sender, unless the sender receives an automated notice generated by the sender's or the recipient's email server that the email was not delivered,

except that, if the delivery, receipt or transmission is after 5.00pm in the place of receipt or on a day which is not a Business Day, it is taken to have been received at 9.00am on the next Business Day.

### 11.3 Addresses

(a) The particulars for delivery of Notices are initially:

**Company**

| | |
|---|---|
| Attention: | [redacted] |
| Address: | Suite 3, 130 Hay St, Subiaco WA 6008 |
| Email: | [redacted] |

**DFIL**

| | |
|---|---|
| Attention: | [redacted] |
| Address: | Suite 2401, 24F, China Insurance Group Building, 141 Des Voeux Road, Central, Hong Kong |

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Email: [redacted]

(b) A party may change its address for the delivery of Notices by notifying that change to the other party. The notification is effective on the later of the date specified in the Notice or five Business Days after the Notice is given.

## 12 General

12.1 **Governing law and jurisdiction**

(a) This Deed is governed by and is to be construed in accordance with the laws applicable in Western Australia, Australia.

(b) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

12.2 **Severability**

(a) Subject to clause 12.2(b), if a provision of this deed is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this deed.

(b) Clause 12.2(a) does not apply if severing the provision:

(i) materially alters the:

(A) scope and nature of this deed; or

(B) the relative commercial or financial positions of the parties; or

(ii) would be contrary to public policy.

12.3 **Further steps**

Each party must promptly do whatever any other party reasonably requires of it to give effect to this deed and to perform its obligations under it.

12.4 **Consents**

Except as expressly stated otherwise in this deed, a party may conditionally or unconditionally give or withhold consent to be given under this deed and is not obliged to give reasons for doing so.

12.5 **Rights cumulative**

Except as expressly stated otherwise in this deed, the rights of a party under this deed are cumulative and are in addition to any other rights of that party.

12.6 **Waiver and exercise of rights**

(a) A single or partial exercise or waiver by a party of a right relating to this deed does not prevent any other exercise of that right or the exercise of any other right.

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(b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

12.7 **Amendment**

This Deed may only be varied or replaced by an agreement executed by the parties.

12.8 **Assignment**

(a) A party must not assign its interest in this deed without the prior written consent of the other party.

(b) Any purported dealing in breach of this clause is of no effect.

12.9 **Execution and counterparts**

This Deed may be executed electronically and may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

12.10 **Entire agreement**

This Deed, together with the Share Sale Agreement contain the entire agreement between the parties in relation to the transaction contemplated in this deed and in the Share Sale Agreement and contains all of the representations, warranties, undertakings and agreements of, and between the parties, except as otherwise agreed between the parties. The parties accept that they rely on only those matters expressly set out in this deed and in the Share Sale Agreement, as this deed and the Share Sale Agreement supersede all prior negotiations, contracts, arrangements or understandings with respect to all subject matter dealt with in this deed.

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## Schedule 1

## Company Warranties

The Company warrants that:

(a) it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;

(b) it has full power and capacity to enter into and perform its obligations under this deed;

(c) all necessary authorisations for the execution, delivery and performance by the Company of this deed in accordance with its terms have been obtained or will be obtained prior to Completion;

(d) the execution, delivery and performance of this deed:

(i) complies with its Constitution or other constituent documents (as applicable); and

(ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or Encumbrance, by which it is bound and that would prevent it from entering into and performing its obligations under this deed;

(e) this deed constitutes valid legal and binding obligations of it and is enforceable against it in accordance with its terms; and

(f) the Company has full power and authority to allot and issue the Consideration Shares.

(g) the Company is in compliance with its periodic and continuous disclosure obligations under the Listing Rules and the Corporations Act and as at the date of this deed no information is being excluded from disclosure under Listing Rule 3.1A, other than in respect of the transactions contemplated by (or otherwise referred to in) this deed or the Share Sale Agreement.

(h) as at the date of this deed, the Company has:

(i) prepared in good faith, the written information and documents made available to the Sellers in respect of the Company, and all written answers or written confirmations provided to the Sellers in response to requests for information (the **Disclosed Information**); and

(ii) not intentionally withheld any information from the Disclosed Information.

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

## Schedule 2

## Subscriber Warranties

Each Subscriber warrants that:

(a) it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;

(b) it has full power and capacity to enter into and perform its obligations under this deed;

(c) all necessary authorisations for the execution, delivery and performance by each Subscriber of this deed in accordance with its terms have been obtained or will be obtained prior to Completion;

(d) the execution, delivery and performance of this deed:

  (i) complies with the Subscriber's constitution or other constituent documents (as applicable); and

  (ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or Encumbrance, by which it is bound and that would prevent it from entering into and performing its obligations under this deed;

(e) this deed constitutes valid legal and binding obligations of it and is enforceable against it in accordance with its terms;

(f) it is a person to whom offers of the Consideration Shares for issue may be made without a disclosure document (as defined by the Corporations Act) on the basis that it is a professional investor or sophisticated investor (within the meaning of sections 708(8) and 708(11) of the Corporations Act, respectively) or otherwise exempt from any disclosure or registration requirements under the securities laws in its place of incorporation or any jurisdiction where the offer of Consideration Shares under this deed is taken to be made;

(g) it has no Relevant Interest in the Company, except for alleged or actual Relevant Interest arising by virtue this deed, and that it has not at any time in the six months before the Execution Date been a substantial holder in the Company;

(h) it is a person to whom offers of the Consideration Shares for issue may be made without any form of prospectus, disclosure document, other filing, registration or approval in any jurisdiction whatsoever;

(i) if the Subscriber is in Hong Kong, it is a “professional investor” (as defined in the Securities and Futures Ordinance of Hong Kong, Chapter 571 of the Laws of Hong Kong);

(j) if the Subscriber is in Malaysia, it is a “sophisticated investor” within the meaning of the *Guidelines on Categories of Sophisticated Investors* as issued by the Securities Commission Malaysia and, as such, is a person prescribed under Part I of Schedule 6 and Schedule 7 of the Malaysian Capital Markets and Services Act 2007;

(k) if the Subscriber is in Singapore, it:

  (i) is an “institutional investor” or an “accredited investor” (as such terms are defined in the Securities and Futures Act 2001 of Singapore (“SFA”));

  (ii) will acquire the Consideration Shares in accordance with applicable provisions of the SFA; and

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

(l) acknowledge that the offer of the Consideration Shares is subject to the restrictions (including resale restrictions) set out in the SFA;

(m) in deciding whether to subscribe for Consideration Shares, it has considered the risks associated with an investment in Consideration Shares and the Company; and

(n) it is an investor who is able to evaluate the merits and risks of investment in the Consideration Shares and has, and will continue to have, sufficient financial resources to fulfil its obligations under this deed and it is able to bear the economic risk of an investment in the Consideration Shares.

## Schedule 3

## Deed Details

**Note: For the avoidance of doubt, the Respective Proportions set out in this Schedule 3 are indicative only and are subject to adjustment, including to reflect any additional issue of Sale Shares to DFIL in accordance with item 1 of clause 4.1 of the Share Sale Agreement and any transfers of shares in DFIL between the DFIL Shareholders before Completion.**

| Item | Subscriber | Address | Email | Attention | Respective Proportion of Consideration Shares |
|---|---|---|---|---|---|
| 1 | Pinnacle Mineral Holdings Limited | 7, Pelindung 33, 25050 Kuantan Pahang, Malaysia | [redacted] | [redacted] | 6.19861%, being 7,796,999 Consideration Shares |
| 2 | Ascendant Copper Investment Limited | 8, Jalan Inang 9/9, Bandar Mahkota Cheras, 43200 Cheras, Selangor, Malaysia | | | 5.34363%, being 6,721,551 Consideration Shares |
| 3 | Oriental Metals Capital Group Limited | 9, Taman Sejahtera, 27000 Jerantut, Pahang, Malaysia | | | 5.34363%, being 6,721,551 Consideration Shares |
| 4 | Meta Bright Australia Pty Ltd ACN 667 937 251 | Level 24, 1 O'Connell Street, Sydney NSW 2000 | | | 1.78121%, being 2,240,517 Consideration Shares |

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

| | | | | | |
|---|---|---|---|---|---|
| 5 | JQ Marine Co., Limited (HK Company No: 2417775) | Rm, 1801, Easey Comm. Bldg., 253-261<br>Hennessy Road, Wanchai, Hong Kong | [redacted] | [redacted] | 1.47709%, being 1,857,969 Consideration Shares |
| 6 | Global Minerals (Holdings) Limited | Unit S6, 21/F., W Luxe, No. 5 On Yiu Street, Shek Mun, Shatin, N.T., Hong Kong | | | 38.27712%, being 48,147,318 Consideration Shares |
| 7 | Mega Active Investment Limited | Suite 9-9, Level 9, Wisma UOA II, Jalan Pinang, 50450 Kuala Lumpur, Malaysia | | | 9.52840%, being 11,985,414 Consideration Shares |
| 8 | YGL IBay International Sdn. Bhd. | VO2-03-10, Block VO2, V Office, 2, Lingkaran SV, Sunway Velocity, 55100 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia | | | 1.35526%, being 1,704,734 Consideration Shares |
| 9 | Ms. Lim Swee Choo | [redacted] | | | 0.34008%, being 427,774 Consideration Shares |
| 10 | HongKong Fuxing Mining Group Limited | Room 2105, QD5045, Trend Centre, 29-31 Cheung Lee Street, | | | 4.41981%, being 5,559,514 Consideration Shares |

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

| | | | | | |
|---|---|---|---|---|---|
| | | Chai Wan, Hong Kong | [redacted] | [redacted] | |
| 11 | Mr. Seaw Keng Seng | [redacted] | | | 0.53180%, being 668,928 Consideration Shares |
| 12 | United Success Holdings Pte. Ltd. | 8 Temasek Boulevard, #08-05 Suntec Tower Three. Singapore (038988) | | | 3.35178%, being 4,216,072 Consideration Shares |
| 13 | Mr. Sia Hok Kiang | [redacted] | | | 3.05410%, being 3,841,630 Consideration Shares |
| 14 | Right Winner Limited | Unit 1205, 12/F., Mirror Tower, 61 Mody Road, Tsim Sha Tsui East, Kowloon Hong Kong | | | 1.43274%, being 1,802,186 Consideration Shares |
| 15 | Union Bravo Limited | Suite 9-9, Level 9, Wisma UOA II, Jalan Pinang, 50450 Kuala Lumpur, Malaysia | | | 9.09937%, being 11,445,746 Consideration Shares |
| 16 | Wisteria Holdings Limited | Suite 9-9, Level 9, Wisma UOA II, Jalan Pinang, 50450 Kuala Lumpur, Malaysia | | | 7.42171%, being 9,335,487 Consideration Shares |

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

| | | | | | |
|---|---|---|---|---|---|
| 17 | Hai Yat International Commerce Limited | M 05 25/F, Wealth Commercial Centre, 42-56 Kwong Wa Street, Mong Kok, Hong Kong | [redacted] | [redacted] | 0.34008%, being 427,774 Consideration Shares |
| 18 | Eng Ging Kiat | [redacted] | | | 0.15105%, being 190,000 Consideration Shares |
| 19 | Choy Yoon Ching | [redacted] | | | 0.19080%, being 240,000 Consideration Shares |
| 20 | Lim Wai Yee | [redacted] | | | 0.17490%, being 220,000 Consideration Shares |
| 21 | Sivagurunathan A/L Subramaniam | [redacted] | | | 0.18682%, being 235,000 Consideration Shares |

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

**Executed** as a deed

**Executed** as a deed by **Pinnacle Mineral Holdings Limited** in accordance with the laws of its incorporation and its constitution:

[redacted]

Sole Director

[redacted]

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Ascendant Copper Investment Limited** in accordance with the laws of its incorporation and its constitution:

[redacted]

Sole Director

[redacted]

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Oriental Metals Capital Group Limited** in accordance with the laws of its incorporation and its constitution:

[redacted]

Sole Director

[redacted]

Name of Director
BLOCK LETTERS

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

**Executed** as a deed by **Meta Bright Australia Pty Ltd** ACN 667 937 251 in accordance with section 127 of the Corporations Act 2001 (Cth):

[redacted]

Director

[redacted]

*Director/Company Secretary

[redacted]

Name of Director
BLOCK LETTERS

[redacted]

*Name of Director/Company Secretary
BLOCK LETTERS
*please strike out as appropriate

**Executed** as a deed by **JQ Marine Co., Limited** in accordance with the laws of its incorporation and its constitution:

[redacted]

Sole Director

[redacted]

Name of Director
BLOCK LETTERS

**Executed** as a deed by **AIC Mines Limited**
ACN 060 156 452 in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signed by:
7EE09536F51B436...

Director

Signed by:
BE0E4AAF79F14AE...

*~~Director~~/*Company Secretary

[redacted]

Name of Director
BLOCK LETTERS

[redacted]

Name of *~~Director~~/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

**Executed** as a deed by **Dragon Field International Limited** in accordance with the laws of its incorporation and its constitution:

[redacted]

Director

[redacted]

Name of Director
BLOCK LETTERS

[redacted]

Director

[redacted]

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Global Minerals (Holdings) Limited** in accordance with the laws of its incorporation and its constitution:

[redacted]

Director

[redacted]

Name of Director
BLOCK LETTERS

[redacted]

Director

[redacted]

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Mega Active Investment Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director

Name of Director
BLOCK LETTERS

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

**Executed** as a deed by **Dragon Field International Limited** in accordance with the laws of its incorporation and its constitution:

Director

Director

Name of Director
BLOCK LETTERS

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Global Minerals (Holdings) Limited** in accordance with the laws of its incorporation and its constitution:

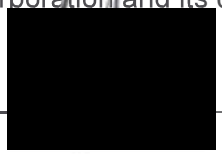
Director

Director

Name of Director
BLOCK LETTERS

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Mega Active Investment Limited** in accordance with the laws of its incorporation and its constitution:



Sole Director

[redacted]

Name of Director
BLOCK LETTERS

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

**Executed** as a deed by **YGL Bay International Sdn Bhd** in accordance with the laws of its incorporation and its constitution:

[redacted]

Director

[redacted]

Director

[redacted]

Name of Director
BLOCK LETTERS

[redacted]

Name of Director
BLOCK LETTERS

**Signed and sealed** by **Ms. Lim Swee Choo** in the presence of:

[redacted]

Ms. Lim Swee Choo

[redacted]

Witness signature

[redacted]

Name of witness
BLOCK LETTERS

**Executed** as a deed by **HongKong Fuxing Mining Group Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director

Name of Director
BLOCK LETTERS

**Signed and sealed** by **Mr. Seaw Keng Seng** in the presence of:

[redacted]

Mr. Seaw Keng Seng

[redacted]

Witness signature

[redacted]

Name of witness
BLOCK LETTERS

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

**Executed** as a deed by **YGL IBay International Sdn Bhd** in accordance with the laws of its incorporation and its constitution:

Director

Director

Name of Director
BLOCK LETTERS

Name of Director
BLOCK LETTERS

**Signed and sealed** by
**Ms. Lim Swee Choo**
in the presence of:

Ms. Lim Swee Choo

Witness signature

Name of witness
BLOCK LETTERS

**Executed** as a deed by **HongKong Fuxing Mining Group Limited** in accordance with the laws of its incorporation and its constitution:

Sole Direc[redacted]

[redacted]

Name of Director
BLOCK LETTERS

**Signed and sealed** by
**Mr. Seaw Keng Seng**
in the presence of:

Mr. Seaw Keng Seng

Witness signature

Name of witness
BLOCK LETTERS

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

**Executed** as a deed by **Wisteria Holdings Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director

Name of Director
BLOCK LETTERS

**Executed** as a deed by **United Success Holdings Pte Ltd** in accordance with the laws of its incorporation and its constitution:

Direct[redacted]

[redacted]

Name of Director
BLOCK LETTERS

Director

Name of Director
BLOCK LETTERS

[redacted]

Mr. Sia Hok Kiang

**Signed and sealed** by **Mr. Sia Hok Kiang** in the presence of:

[redacted]

Witness signature

[redacted]

Name of witness
BLOCK LETTERS

**Executed** as a deed by **Right Winner Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director[redacted]

[redacted]

Name of Director
BLOCK LETTERS

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

**Executed** as a deed by **Wisteria Holdings Limited** in accordance with the laws of its incorporation and its constitution:

[redacted]

Sole Director

[redacted]

Name of Director
BLOCK LETTERS

**Executed** as a deed by **United Success Holdings Pte Ltd** in accordance with the laws of its incorporation and its constitution:

Director

Director

Name of Director
BLOCK LETTERS

Name of Director
BLOCK LETTERS

**Signed and sealed** by
**Mr. Sia Hok Kiang**
in the presence of:

Mr. Sia Hok Kiang

Witness signature

Name of witness
BLOCK LETTERS

**Executed** as a deed by **Right Winner Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director

Name of Director
BLOCK LETTERS

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

**Executed** as a deed by **Union Bravo Limited** in accordance with the laws of its incorporation and its constitution:

_____
Sole Director

_____
Name of Director
BLOCK LETTERS

**Executed as a deed** by
**Hai Yat International Commerce Limited**
in accordance with the laws of its incorporation and its constitution:

_____
Director

_____
Name of Director
BLOCK LETTERS

**Signed and sealed** by
**Mr. Eng Ging Kiat**
in the presence of:

_____
Witness signature

_____
Name of witness
BLOCK LETTERS

**Signed and sealed** by
**Mr. Choy Yoon Ching**
in the presence of:

_____
Witness signature

_____
Name of witness
BLOCK LETTERS

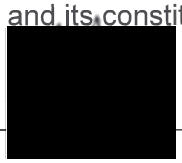
_____
Mr. Feng ZhiXin

[redacted]
_____
Mr. Eng Ging Kiat

[redacted]
_____
Mr. Choy Yoon Ching

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

**Executed** as a deed by **Union Bravo Limited** in accordance with the laws of its incorporation and its constitution:



Sole Director



Name of Director
BLOCK LETTERS

**Executed as a deed** by
**Hai Yat International Commerce Limited**
in accordance with the laws of its incorporation and its constitution:

Director

Name of Director
BLOCK LETTERS

Mr. Feng ZhiXin

**Signed and sealed** by
**Mr. Eng Ging Kiat**
in the presence of:

Witness signature

Name of witness
BLOCK LETTERS

Mr. Eng Ging Kiat

**Signed and sealed** by
**Mr. Choy Yoon Ching**
in the presence of:

Witness signature

Name of witness
BLOCK LETTERS

Mr. Choy Yoon Ching

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

**Executed** as a deed by **Union Bravo Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director

Name of Director
BLOCK LETTERS

**Executed as a deed** by
**Hai Yat International Commerce Limited**
in accordance with the laws of its
incorporation and its constitution:

Director

Name of Director
BLOCK LETTERS

Mr. Feng ZhiXin

**Signed and sealed** by
**Mr. Eng Ging Kiat**
in the presence of:

Witness signature

Name of witness
BLOCK LETTERS

Mr. Eng Ging Kiat

**Signed and sealed** by
**Mr. Choy Yoon Ching**
in the presence of:

Witness signature

Name of witness
BLOCK LETTERS

Mr. Choy Yoon Ching

Docusign Envelope ID: C79C74A6-D3DA-896F-83AB-1AB7CA483DCD

[redacted]

**Signed and sealed** by
**Ms. Lim Wai Yee**
in the presence of:

[redacted]

Ms. Lim Wai Yee

Witness signature

[redacted]

Name of witness
BLOCK LETTERS

[redacted]

**Signed and sealed** by
**Mr. Sivagurunathan A/L Subramaniam**
in the presence of:

[redacted]

Mr. Sivagurunathan A/L Subramaniam

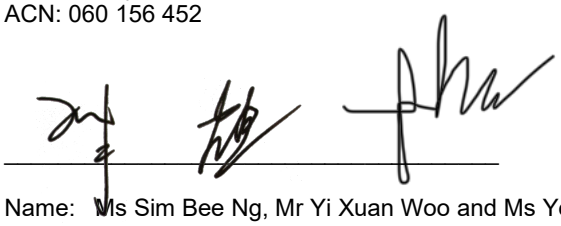
Witness signature

[redacted]

Name of witness
BLOCK LETTERS

This is Annexure C of 30 pages referred to in Form 603 (Notice of initial substantial holder).

To company name: AIC Mines Limited
ACN: 060 156 452



Name: Ms Sim Bee Ng, Mr Yi Xuan Woo and Ms Yen Jen Woo

Date: 11 November 2026

Thomsons

# Pre-Emptive Rights Deed

between

**Dragon Field International Limited**
(HK Company No. 2352613)
(**DFIL**)

and

**The Subscribers listed in Schedule 1**
(**Subscribers**)

## Table of Contents


**1 Definitions and interpretation ..... 1**

1.1 Definitions ..... 1
1.2 Interpretation ..... 2

**2 Liability ..... 4**

**3 Pre-emptive right ..... 4**

3.1 Pre-emptive right ..... 4
3.2 Acceptance of Disposal Offer ..... 4
3.3 Non-Acceptance of Offer ..... 5

**4 Restrictions ..... 5**

4.1 No restrictions on distributions and dealings required by law ..... 5

**5 Exceptions to the Pre-emptive Right ..... 6**

5.1 Takeovers ..... 6
5.2 Scheme of arrangement ..... 6
5.3 Equal access share buyback, capital return or capital reduction ..... 6
5.4 Requirement of applicable law ..... 7

**6 Public announcements ..... 7**

**7 Duty, costs and expenses ..... 7**

**8 Notices ..... 7**

8.1 Service of notices ..... 7
8.2 Effect of receipt ..... 7
8.3 Addresses ..... 8

**9 General ..... 8**

9.1 Governing law and jurisdiction ..... 8
9.2 Severability ..... 8
9.3 Further steps ..... 9
9.4 Consents ..... 9
9.5 Rights cumulative ..... 9
9.6 Waiver and exercise of rights ..... 9
9.7 Amendment ..... 9
9.8 Assignment ..... 9
9.9 Execution and counterparts ..... 9
9.10 Entire agreement ..... 9

**Schedule 1 ..... 1**

Deed Details ..... 1

**This deed** is made on 11 November 2026

between **Dragon Field International Limited (HK Company No. 2352613)** of Suite 2401, 24F, China Insurance Group Building, 141 Des Voeux Road, Central, Hong Kong (**DFIL**)

and **The Subscribers listed in Part 2 of Schedule 1** (each a **Subscriber** and together, the **Subscribers**)

## Recitals

A The Sellers and the Company are parties to the Share Sale Agreement.

B Pursuant to the Share Sale Agreement, the Sellers have agreed to sell, and the Company has agreed to purchase, the Sale Shares in consideration for, among other valuable consideration, the Company issuing the Consideration Shares to the Subscribers on the terms set out in the Subscription and Investment Deed and the Share Sale Agreement.

C The Other Subscribers have agreed to grant the Major Subscribers pre-emptive rights over the Consideration Shares they will receive.

**Now it is agreed** as follows:

## 1 Definitions and interpretation

1.1 **Definitions**

The meanings of the terms used in this deed are set out below.

**ASIC** means the Australian Securities and Investment Commission.

**ASX** means ASX Limited (ABN 98 008 624 691) and, where the context requires, the financial market that it operates.

**Business Day** means:

(a) for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and

(b) for any other purposes, a day on which the banks are open for business in Perth, Western Australia other than a Saturday, Sunday or public holiday in Perth, Western Australia.

**Capital Raise** has the meaning given to that term in the Share Sale Agreement.

**Company** means AIC Mines Limited ACN 060 156 693.

**Completion** means completion of the issue of the Consideration Shares pursuant to the Subscription and Investment Deed.

**Completion Date** means the date on which Completion occurs.

**Consideration Shares** means the Shares to be issued by the Company under this deed as part of the consideration payable under the Share Sale Agreement, the number of which is to be determined by dividing A$100 million by the same issue price per Share under the Capital Raise.

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

**DFIL Shareholders** means the Subscribers listed in items 6 to 17 of Schedule 1.

**Dispose** means to sell, transfer, encumber, assign, convey or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

(a) granting or exercising an option;

(b) using an asset as collateral;

(c) transferring an economic interest; and

(d) granting or transferring a legal or beneficial interest in or conferring rights in respect of.

**Duty** means any stamp, transaction landholder or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalties, charge or other amount imposed in respect of any of them, but excludes any other Taxes.

**Government Agency** means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

**Major Subscriber** means each of Global Minerals (Holdings) Limited and Mega Active Investment Limited.

**Materra** means Materra Metals Limited ACN 140 474 693.

**Other Subscriber** means the DFIL Shareholders other than the Major Subscribers.

**Pre-Emptive Period** means the period commencing on the Completion Date and ending on the date which is 6 months from the Completion Date.

**Relevant Interest** has the meaning given to that term in section 9 of the Corporations Act.

**Sellers** has the meaning given to that term in the Share Sale Agreement.

**Sale Shares** has the meaning given in the Share Sale Agreement.

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

**Share Sale Agreement** means the share sale and purchase agreement between the Company, the Sellers and Materra dated on or around this deed in relation to the sale and purchase of the Sale Shares.

**Subscription and Investment Deed** means the Subscription and Investment Deed between the Company, DFIL and the Subscribers dated on or about the date of this deed.

**Voting Power** has the meaning given in section 9 of the Corporations Act.

1.2 **Interpretation**

In this deed, unless the context otherwise requires:

(a) a reference to:

(i) one gender includes the others;

(ii) the singular includes the plural and the plural includes the singular;

(iii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this deed and references to this deed include any recital, schedule or annexure;

(iv) any contract (including this deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated;

(v) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(vi) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;

(vii) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;

(viii) a group of persons is a reference to any two or more of them taken together and to each of them individually;

(ix) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;

(x) time is a reference to legal time in Perth, Western Australia;

(xi) a reference to a day or a month means a calendar day or calendar month; and

(xii) money (including 'A$', '$', 'AUD' or 'dollars') is to Australian currency;

(b) unless expressly stated, no party enters into this deed as agent for any other person (or otherwise on their behalf or for their benefit);

(c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;

(d) the words 'costs' and 'expenses' include reasonable charges, expenses and legal costs on a full indemnity basis;

(e) headings and the table of contents are for convenience only and do not form part of this deed or affect its interpretation;

(f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

(g) the time between two days, acts or events includes the day of occurrence or performance of the second but not the first day of an act or event;

(h) if the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day;

(i) where there are two or more persons in a party each are bound jointly and severally; and

(j) a provision of this deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this deed or the inclusion of the provision in this deed.

## 2 Liability

In this deed:

(a) each obligation or liability of a Subscriber is several and not joint nor joint and several; and

(b) each right of a Subscriber is held by each of them severally and not jointly nor jointly and severally.

## 3 Pre-emptive right

### 3.1 Pre-emptive right

Unless clause 5 applies, if an Other Subscriber (**Disposing Shareholder**) wishes to Dispose of any of its Consideration Shares (**Disposal Shares**) to a third party at any time during the Pre-emptive Period, then the Disposing Shareholder must first make an offer in writing to sell the Disposal Shares to the Major Subscribers pursuant to the remainder of this clause (**Disposal Offer**) and specify in the Disposal Offer the consideration to be paid for the Disposal Shares.

### 3.2 Acceptance of Disposal Offer

(a) Each Major Subscriber may accept the Disposal Offer by giving a notice in writing specifying the number of Consideration Shares it wishes to acquire under the Disposal Offer (**Acceptance Notice**) to the Disposing Shareholder and DFIL within 10 Business Days of receipt of the Disposal Offer.

(b) The Disposal Shares will be allocated between the Major Subscribers in accordance with their respective acceptances, subject to the following:

(i) each Major Subscriber will first be allocated the lesser of:

(A) the number of Disposal Shares specified in its Acceptance Notice; and

(B) its pro rata entitlement based on the proportion that each Major Subscribers' entitlement to Consideration Shares set out in this deed bears to the total number of Consideration Shares to be issued to the Major Shareholders under and pursuant to this deed; and

(ii) any Disposal Shares remaining unallocated as a result of a Major Subscriber accepting fewer than its proportionate entitlement will be allocated to the other Major Subscriber, to the extent that other Major Subscriber has accepted those Disposal Shares.

(c) DFIL will advise each Major Subscriber and the Disposing Shareholder in writing of their allocation of Disposal Shares (**Allocation Notice**) within 2 Business Days of the earlier of:

(i) the date the last Acceptance Notice is received; and

(ii) the end of the period specified in clause 3.2(a).

(d) Completion of the Disposal of the Disposal Shares must take place on the date that is 5 Business Days after the Disposing Shareholder's receipt of the Allocation Notice, on which date:

(i) the Major Shareholder must pay the consideration for the Disposal Shares and deliver to the Disposing Shareholder its executed counterpart of the off-market share transfer form in respect of the Disposal Shares; and

(ii) the Disposing Shareholder must deliver to the Major Shareholder its executed counterpart of the off-market share transfer form in respect of the Disposal Shares and the holding statement for the Disposal Shares.

3.3 **Non-Acceptance of Offer**

(a) If the Major Subscribers do not give an Acceptance Notice within the period set out in clause 3.2(a), then the Disposing Shareholder will have a period of 20 Business Days immediately following the expiration of that period to complete the sale of the same Disposal Shares for consideration that is not less than that set out in the Disposal Offer.

(b) If there are Disposal Shares remaining after the allocation of Disposal Shares under clause 3.2(b), then the Disposing Shareholder will have a period of 20 Business Days immediately following the Disposing Shareholder's receipt of the Allocation Notice to complete the sale of the remaining Disposal Shares for consideration that is not less than that set out in the Disposal Offer.

(c) If the Disposing Shareholder does not complete the Disposal of the Disposal Shares within the 20 Business Days in accordance with clause 3.3(a) or if there is any change in the consideration for the sale of the Disposal Shares, the sale of the Disposal Shares to a third party must not be made without the Disposing Shareholder making a new Disposal Offer in accordance with clause 3.1.

## 4 Restrictions

4.1 **No restrictions on distributions and dealings required by law**

Nothing in clause 3 prohibits, restricts or otherwise limits (in any way whatsoever) the entitlement of a Subscriber as a shareholder of the Company to:

(a) exercise, or control the exercise of, a right to vote attached to the Consideration Shares and no voting rights are conferred on the Company or any of its Associates (as that term is defined in the Corporations Act) pursuant to this deed;

(b) receive or participate in dividends or other distributions (including, but not limited to, any rights issue or bonus issue) in respect of the Consideration Shares;

(c) receive or participate in any rights or bonus issue in connection with the Consideration Shares; or

(d) deal with or Dispose of (or agree to deal with or Dispose of) any or all of the Consideration Shares if required by law to do so (including by order of a court of competent jurisdiction).

## 5 Exceptions to the Pre-emptive Right

5.1 **Takeovers**

(a) If a takeover bid (including a proportional takeover bid) is made in accordance with the Corporations Act for securities in the Company in the same class as the Consideration Shares (**Bid Class Securities**), then, subject to compliance with applicable laws, an Other Subscriber may accept that offer for all or part of the Consideration Shares or execute an undertaking to do so, provided that:

(i) either:

(A) the bid has been recommended by a majority of the directors of the Company; or

(B) persons with a Relevant Interest in 50% or more of the Bid Class Securities (excluding the Consideration Shares) have accepted the bid; announced an intention to accept the bid (which intention may be expressed to be subject to there being no superior proposal), or committed their Bid Class Securities into an acceptance facility for the bid; and

(ii) if the takeover bid does not become unconditional, the pre-emptive rights in this deed will continue to apply to the Consideration Shares in accordance with the terms of this deed.

(b) Each party acknowledges and agrees that it has not entered into this deed to construct a defence against a takeover bid.

5.2 **Scheme of arrangement**

The Consideration Shares held by an Other Subscriber may be Disposed of or cancelled:

(a) pursuant to a merger by way of compromise or arrangement under Part 5.1 of the Corporations Act upon such compromise or arrangement becoming effective; or

(b) under the terms of an undertaking to:

(i) vote in favour of the compromise or arrangement; or

(ii) transfer (including on the exercise of an option) the Consideration Shares to the proponent under the compromise or arrangement,

provided always that if the compromise or arrangement does not become effective, the pre-emptive rights in this deed will continue to apply to the Consideration Shares in accordance with the terms of this deed.

5.3 **Equal access share buyback, capital return or capital reduction**

Any or all of the Consideration Shares held by an Other Subscriber may be Disposed of or cancelled as part of an:

(a) equal access share buyback;

(b) equal capital return;

(c) capital reduction; or

(d) other similar pro rata reorganisation,

in each case made in accordance with the Corporations Act.

5.4 **Requirement of applicable law**

An Other Subscriber may deal with any or all of the Consideration Shares as required by applicable law (including an order of a court of competent jurisdiction).

## 6 Public announcements

The parties acknowledge and agree that:

(a) a party will not make any public announcements or statements to the media in relation to this deed or the transaction contemplated by this deed, except as permitted under the Share Sale Agreement;

(b) the Company is permitted to lodge an Appendix 3B to the ASX in relation to the issue of the Consideration Shares; and

(c) the Subscribers are permitted to attach a copy of this deed to any substantial holding notices provided by a Subscriber pursuant to Part 6C.1 of the Corporations Act.

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## 7 Duty, costs and expenses

(a) The Subscribers must pay all Duty payable by any such Subscriber in connection with this deed and any document, agreement or transaction contemplated by or incidental to this deed.

(b) Each party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration of this deed and any other agreement or document entered into or signed under this deed.

(c) Any action to be taken by the Subscribers in performing their obligations under this deed must be taken at their own cost and expense unless otherwise provided in this deed.

## 8 Notices

8.1 **Service of notices**

A notice, consent, approval or other communication under this deed (**Notice**) must be:

(a) in writing and signed by the sender or its duly authorised representative, addressed to the recipient and sent to the recipient's address as specified in clause 8.3 if provided to DFIL, and Schedule 1 if provided to the Subscribers; and

(b) delivered by personal service, sent by pre-paid mail or transmitted by email, or any other lawful means.

8.2 **Effect of receipt**

(a) A Notice given in accordance with this clause 8 is treated as having been given and received:

(i) if personally delivered, on delivery;

(ii) if sent by pre-paid mail, on the fifth clear Business Day after the date of posting (or the seventh Business Day after the date of posting if sent to or from an address outside Australia); and

(iii) if sent by email, at the time of transmission by the sender, unless the sender receives an automated notice generated by the sender's or the recipient's email server that the email was not delivered,

except that, if the delivery, receipt or transmission is after 5.00pm in the place of receipt or on a day which is not a Business Day, it is taken to have been received at 9.00am on the next Business Day.

8.3 **Addresses**

(a) The particulars for delivery of Notices are initially:

**DFIL**

| | |
|---|---|
| Attention: | [redacted] |
| Address: | Suite 2401, 24F, China Insurance Group Building, 141 Des Voeux Road, Central, Hong Kong |
| Email: | [redacted] |

(b) A party may change its address for the delivery of Notices by notifying that change to the other party. The notification is effective on the later of the date specified in the Notice or five Business Days after the Notice is given.

## 9 General

9.1 **Governing law and jurisdiction**

(a) This Deed is governed by and is to be construed in accordance with the laws applicable in Western Australia, Australia.

(b) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

9.2 **Severability**

(a) Subject to clause 9.2(b), if a provision of this deed is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this deed.

(b) Clause 9.2(a) does not apply if severing the provision:

(i) materially alters the:

(A) scope and nature of this deed; or

(B) the relative commercial or financial positions of the parties; or

(ii) would be contrary to public policy.

9.3 **Further steps**

Each party must promptly do whatever any other party reasonably requires of it to give effect to this deed and to perform its obligations under it.

9.4 **Consents**

Except as expressly stated otherwise in this deed, a party may conditionally or unconditionally give or withhold consent to be given under this deed and is not obliged to give reasons for doing so.

9.5 **Rights cumulative**

Except as expressly stated otherwise in this deed, the rights of a party under this deed are cumulative and are in addition to any other rights of that party.

9.6 **Waiver and exercise of rights**

(a) A single or partial exercise or waiver by a party of a right relating to this deed does not prevent any other exercise of that right or the exercise of any other right.

(b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

9.7 **Amendment**

This Deed may only be varied or replaced by an agreement executed by the parties.

9.8 **Assignment**

(a) A party must not assign its interest in this deed without the prior written consent of the other party.

(b) Any purported dealing in breach of this clause is of no effect.

9.9 **Execution and counterparts**

This Deed may be executed electronically and may consist of a number of counterparts and, if so, the counterparts taken together constitute one deed.

9.10 **Entire agreement**

This Deed, contain the entire agreement between the parties in relation to the transaction contemplated in this deed and contains all of the representations, warranties, undertakings and agreements of, and between the parties, except as otherwise agreed between the parties. The parties accept that they rely on only those matters expressly set out in this deed, as this deed supersede all prior negotiations, contracts, arrangements or understandings with respect to all subject matter dealt with in this deed.

## Schedule 1

## Deed Details

| Item | Subscriber | Address | Email | Attention | Consideration Shares |
|---|---|---|---|---|---|
| 1 | Pinnacle Mineral Holdings Limited | 7, Pelindung 33, 25050 Kuantan Pahang, Malaysia | [redacted] | [redacted] | 7,796,999 |
| 2 | Ascendant Copper Investment Limited | 8, Jalan Inang 9/9, Bandar Mahkota Cheras, 43200 Cheras, Selangor, Malaysia | | | 6,721,551 |
| 3 | Oriental Metals Capital Group Limited | 9, Taman Sejahtera, 27000 Jerantut, Pahang, Malaysia | | | 6,721,551 |
| 4 | Meta Bright Australia Pty Ltd ACN 667 937 251 | Level 24, 1 O'Connell Street, Sydney NSW 2000 | | | 2,240,517 |
| 5 | JQ Marine Co., Limited (HK Company No: 2417775) | Rm, 1801, Easey Comm. Bldg., 253-261<br>Hennessy Road, Wanchai, Hong Kong | | | 1,857,969 |
| 6 | Global Minerals (Holdings) Limited | Unit S6, 21/F., W Luxe, No. 5 On Yiu | | | 48,147,318 |

| | | | | | |
|---|---|---|---|---|---|
| | | Street, Shek Mun, Shatin, N.T., Hong Kong | | | |
| 7 | Mega Active Investment Limited | Suite 9-9, Level 9, Wisma UOA II, Jalan Pinang, 50450 Kuala Lumpur, Malaysia | [redacted] | [redacted] | 11,985,414 |
| 8 | YGL IBay International Sdn. Bhd. | VO2-03-10, Block VO2, V Office, 2, Lingkaran SV, Sunway Velocity, 55100 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia | | | 1,704,734 |
| 9 | Ms. Lim Swee Choo | [redacted] | | | 427,774 |
| 10 | HongKong Fuxing Mining Group Limited | Room 2105, QD5045, Trend Centre, 29-31 Cheung Lee Street, Chai Wan, Hong Kong | | | 5,559,514 |
| 11 | Mr. Seaw Keng Seng | [redacted] | | | 668,928 |

| | | | | | |
|---|---|---|---|---|---|
| 12 | United Success Holdings Pte Ltd | 8 Temasek Boulevard, #08-05 Suntec Tower Three. Singapore (038988) | [redacted] | [redacted] | 4,216,072 |
| 13 | Mr. Sia Hok Kiang | [redacted] | | | 3,841,630 |
| 14 | Right Winner Limited | Unit 1205, 12/F., Mirror Tower, 61 Mody Road, Tsim Sha Tsui East, Kowloon Hong Kong | | | 1,802,186 |
| 15 | Union Bravo Limited | Suite 9-9, Level 9, Wisma UOA II, Jalan Pinang, 50450 Kuala Lumpur, Malaysia | | | 11,445,746 |
| 16 | Wisteria Holdings Limited | Suite 9-9, Level 9, Wisma UOA II, Jalan Pinang, 50450 Kuala Lumpur, Malaysia | | | 9,335,487 |
| 17 | Hai Yat International Commerce Limited | RM 05 25/F, Wealth Commercial Centre, 42-56 Kwong Wa Street, Mong Kok, Hong Kong | | | 427,774 |
| 18 | Eng Ging Kiat | [redacted] | | | 190,000 |

| | | | | | |
|---|---|---|---|---|---|
| 19 | Choy Yoon Ching | [redacted] | [redacted] | [redacted] | 240,000 |
| 20 | Lim Wai Yee | | | | 220,000 |
| 21 | Sivagurunathan A/L Subramaniam | | | | 235,000 |

**Executed** as a deed

**Executed** as a deed by **Pinnacle Mineral Holdings Limited** in accordance with the laws of its incorporation and its constitution:

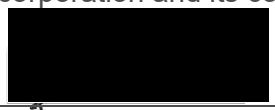


Sole Director

[redacted]

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Ascendant Copper Investment Limited** in accordance with the laws of its incorporation and its constitution:

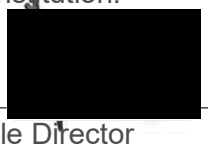


Sole Director

[redacted]

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Oriental Metals Capital Group Limited** in accordance with the laws of its incorporation and its constitution:



Sole Director

[redacted]

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Meta Bright Australia Pty Ltd** ACN 667 937 251 in accordance with section 127 of the Corporations Act 2001 (Cth):

[redacted]

Director

[redacted]

*Director/Company Secretary

[redacted]

Name of Director
BLOCK LETTERS

[redacted]

*Name of Director/Company Secretary
BLOCK LETTERS
*please strike out as appropriate

**Executed** as a deed by **JQ Marine Co., Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Meta Bright Australia Pty Ltd** ACN 667 937 251 in accordance with section 127 of the Corporations Act 2001 (Cth):

| | |
|---|---|
| Director | *Director/Company Secretary |
| Name of Director<br>BLOCK LETTERS | *Name of Director/Company Secretary<br>BLOCK LETTERS<br>*please strike out as appropriate |

**Executed** as a deed by **JQ Marine Co., Limited** in accordance with the laws of its incorporation and its constitution:

[redacted]

Sole Director

[redacted]

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Dragon Field International Limited** in accordance with the laws of its incorporation and its constitution:

[redacted]

Director

[redacted]

Name of Director
BLOCK LETTERS

[redacted]

Director

[redacted]

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Global Minerals (Holdings) Limited** in accordance with the laws of its incorporation and its constitution:

[redacted]

Director

[redacted]

Name of Director
BLOCK LETTERS

[redacted]

Director

[redacted]

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Mega Active Investment Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Dragon Field International Limited** in accordance with the laws of its incorporation and its constitution:

| | |
|---|---|
| Director | Director |
| Name of Director<br>BLOCK LETTERS | Name of Director<br>BLOCK LETTERS |

**Executed** as a deed by **Global Minerals (Holdings) Limited** in accordance with the laws of its incorporation and its constitution:

| | |
|---|---|
| Director | Director |
| Name of Director<br>BLOCK LETTERS | Name of Director<br>BLOCK LETTERS |

**Executed** as a deed by **Mega Active Investment Limited** in accordance with the laws of its incorporation and its constitution:



Sole Director



Name of Director
BLOCK LETTERS

**Executed** as a deed by **YGL IBay International Sdn Bhd** in accordance with the laws of its incorporation and its constitution:

[redacted]

Director

[redacted]

Name of Director
BLOCK LETTERS

[redacted]

Name of Director
BLOCK LETTERS

**Signed and sealed** by **Ms. Lim Swee Choo** in the presence of:

[redacted]

Witness signature

[redacted]

Name of witness
BLOCK LETTERS

[redacted]

Ms. Lim Swee Choo

**Executed** as a deed by **HongKong Fuxing Mining Group Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director

Name of Director
BLOCK LETTERS

**Signed and sealed** by **Mr. Seaw Keng Seng** in the presence of:

[redacted]

Witness signature

[redacted]

Name of witness
BLOCK LETTERS

[redacted]

Mr. Seaw Keng Seng

**Executed** as a deed by **YGL IBay International Sdn Bhd** in accordance with the laws of its incorporation and its constitution:

Director

Director

Name of Director
BLOCK LETTERS

Name of Director
BLOCK LETTERS

**Signed and sealed** by
**Ms. Lim Swee Choo**
in the presence of:

Ms. Lim Swee Choo

Witness signature

Name of witness
BLOCK LETTERS

**Executed** as a deed by **HongKong Fuxing Mining Group Limited** in accordance with the laws of its incorporation and its constitution:

[redacted]

Sole Director

[redacted]

Name of Director
BLOCK LETTERS

**Signed and sealed** by
**Mr. Seaw Keng Seng**
in the presence of:

Mr. Seaw Keng Seng

Witness signature

Name of witness
BLOCK LETTERS

**Executed** as a deed by **Wisteria Holdings Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director

Name of Director
BLOCK LETTERS

**Executed** as a deed by **United Success Holdings Pte Ltd** in accordance with the laws of its incorporation and its constitution:

Director

Name of Director
BLOCK LETTERS

Director

Name of Director
BLOCK LETTERS

[redacted]

Mr. Sia Hok Kiang

**Signed and sealed** by **Mr. Sia Hok Kiang** in the presence of:

[redacted]

Witness signature

[redacted]

Name of witness
BLOCK LETTERS

**Executed** as a deed by **Right Winner Limited** in accordance with the laws of its incorporation and its constitution:

[redacted]

Sole Director

[redacted]

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Wisteria Holdings Limited** in accordance with the laws of its incorporation and its constitution:

[redacted]

Sole Director

[redacted]

Name of Director
BLOCK LETTERS

**Executed** as a deed by **United Success Holdings Pte Ltd** in accordance with the laws of its incorporation and its constitution:

Director

Director

Name of Director
BLOCK LETTERS

Name of Director
BLOCK LETTERS

**Signed and sealed** by
**Mr. Sia Hok Kiang**
in the presence of:

Mr. Sia Hok Kiang

Witness signature

Name of witness
BLOCK LETTERS

**Executed** as a deed by **Right Winner Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Wisteria Holdings Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director

Name of Director
BLOCK LETTERS

**Executed** as a deed by **United Success Holdings Pte Ltd** in accordance with the laws of its incorporation and its constitution:

Director [redacted]

Director

[redacted]

Name of Director
BLOCK LETTERS

Name of Director
BLOCK LETTERS

**Signed and sealed** by
**Mr. Sia Hok Kiang**
in the presence of:

Mr. Sia Hok Kiang

Witness signature

Name of witness
BLOCK LETTERS

**Executed** as a deed by **Right Winner Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director

Name of Director
BLOCK LETTERS

**Executed** as a deed by **Union Bravo Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director

Name of Director
BLOCK LETTERS

**Executed as a deed** by
**Hai Yat International Commerce Limited**
in accordance with the laws of its incorporation and its constitution:

Mr. Feng ZhiXin

Director

Name of Director
BLOCK LETTERS

**Signed and sealed** by
**Mr. Eng Ging Kiat**
in the presence of:

[redacted]

Mr. Eng Ging Kiat

[redacted]

Witness signature

[redacted]

Name of witness
BLOCK LETTERS

**Signed and sealed** by
**Mr. Choy Yoon Ching**
in the presence of:

[redacted]

Mr. Choy Yoon Ching

[redacted]

Witness signature

[redacted]

Name of witness
BLOCK LETTERS

**Executed** as a deed by **Union Bravo Limited** in accordance with the laws of its incorporation and its constitution:

Sole Director

Name of Director
BLOCK LETTERS

**Executed as a deed** by
**Hai Yat International Commerce Limited**
in accordance with the laws of its incorporation and its constitution:

Director

Name of Director
BLOCK LETTERS

**Signed and sealed** by
**Mr. Eng Ging Kiat**
in the presence of:

Mr. Eng Ging Kiat

Witness signature

Name of witness
BLOCK LETTERS

**Signed and sealed** by
**Mr. Choy Yoon Ching**
in the presence of:

Mr. Choy Yoon Ching

Witness signature

Name of witness
BLOCK LETTERS

**Executed** as a deed by **Union Bravo Limited** in accordance with the laws of its incorporation and its constitution:



Sole Dire



Name of Director
BLOCK LETTERS

**Executed as a deed** by
**Hai Yat International Commerce Limited**
in accordance with the laws of its incorporation and its constitution:

Director

Name of Director
BLOCK LETTERS

**Signed and sealed** by
**Mr. Eng Ging Kiat**
in the presence of:

Mr. Eng Ging Kiat

Witness signature

Name of witness
BLOCK LETTERS

**Signed and sealed** by
**Mr. Choy Yoon Ching**
in the presence of:

Mr. Choy Yoon Ching

Witness signature

Name of witness
BLOCK LETTERS

**Signed and sealed** by
**Ms. Lim Wai Yee**
in the presence of:

[redacted]

[redacted]

Ms. Lim Wai Yee

Witness signature

[redacted]

Name of witness
BLOCK LETTERS

**Signed and sealed** by
**Mr. Sivagurunathan A/L Subramaniam**
in the presence of:

[redacted]

[redacted]

Mr. Sivagurunathan A/L Subramaniam

[redacted]

Witness signature

[redacted]

Name of witness
BLOCK LETTERS