

### YANCOAL AUSTRALIA LTD

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# **ASX** Release:

## CEO APPOINTMENT

## **APPOINTMENT OF CHIEF EXECUTIVE OFFICER**

The board (the Board) of directors of Yancoal Australia Ltd (Yancoal or the Company), together with its subsidiaries (the Group), is pleased to announce the appointment of Mr Sharif Burra as Yancoal's new Chief Executive Officer (CEO) effective 8 September 2025. Mr Ning Yue's role as Acting CEO will cease effective 8 September 2025.

Mr Burra (age 51) is an experienced mining executive with 28 years of experience spanning open-cut and underground mining; business improvement and technical studies; and due diligence and asset valuation.

Mr Burra has held several roles with Yancoal over the past 12 years including: General Manager – Operation Services, General Manager – Procurement and Major Contracts, General Manager – Operations Improvement / Business Improvement, and Executive General Manager – Health, Safety and Sustainability. He is a member of the Yancoal Executive Committee.

The Board considers his broad experience, as well as existing knowledge of Yancoal's operations, will provide continuity to the CEO role and enable Mr Burra to effectively implement the Company's operational and strategic priorities.

Chairman Gang Ru said, "Mr Yue readily accepted the Acting CEO role in addition to his responsibilities as Chair of the Executive Committee (CEC) at the start of the year. Faced with a coal market downturn, he demonstrated outstanding leadership, collaboration and dedication. He led the Company to its best first-half operational performance of the past five years; and has the Company poised to potentially reach the upper end of its production guidance this year. On behalf of the Board, I would like to express my sincere gratitude to Mr Yue.

"The recruitment process to appoint Yancoal's next CEO was thorough, with many highly capable internal and external candidates considered. The decision to fill the role internally speaks to the calibre of the Yancoal management team. The Board anticipates Mr Burra can build on the operational performance, cost control, fiscal discipline and productivity improvement for which Yancoal is already recognised, and along with the CEC and management team lead the Company on to further growth and long-term value return for shareholders."

Mr Burra graduated with first class honours from Auckland University with a degree in Mining Engineering. He also holds a Master of Business Administration (MBA) degree from Oxford University. Mr Burra serves as the Chairman of Low Emission Technology Australia the (LETA) Industry Project Assessment Committee. He is an Alternate Director for Australia Coal Research Limited (ACRL), Co-chair of the Australian Coal Association Research Programme (ACARP) Underground Committee and Member of the ACARP Research and Minesite Greenhouse Gas Mitigation Committees. He is also a Port Waratah Coal Service Health, Safety, Environment & Community Committee Member and Queensland Resource Council Health and Safety Committee Member.

Save as disclosed in this announcement, Mr Burra does not (i) hold any other position with the Company or its subsidiaries; (ii) hold any other directorships in any other public companies, the securities of which are listed on any securities market in Hong Kong or overseas in the last three years; and (iii) have any relationship with any other directors, senior management or substantial or controlling shareholders of the Company.

As at the date of this announcement, Mr Burra holds 226,155 shares in the Company. Save as disclosed, Mr. Burra does not have any other interest in the shares or underlying shares of the Company within the meaning of Part XV of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).

There is no information which is disclosable, nor is/was Mr Burra involved in any of the matters required to be disclosed, pursuant to any of the requirements under Rule 13.51(2)(h) to 13.51(2)(v) of the HKSE Listing Rules.

The key terms of Mr Burra's employment agreement are set out in the **Appendix**.

There is no other matter concerning Mr Burra that needs to be brought to the attention of the shareholders of the Company.

**END** 

## APPENDIX - Terms of appointment of Mr Sharif Burra as Chief Executive Officer

The material terms of the employment agreement entered into with Mr Sharif Burra, are as follows:

#### **Appointment** 1.

The appointment is to the position of Chief Executive Officer effective from 8 September 2025, following Board approval (the **Commencement Date**).

## 2. Term

Mr Sharif Burra's appointment will be on a permanent basis from the Commencement Date.

## 3. Duties

The duties of Mr Sharif Burra are those expected of the CEO, reporting to the Chair Executive Committee.

#### 4. Remuneration

There are three key components to Mr Sharif Burra's remuneration package:

## Fixed remuneration

Mr Sharif Burra will receive an annual fixed remuneration of \$ 1,200,000 per annum (inclusive of cash salary, superannuation and any other grossed up fringe benefits which may be agreed and any grossed-up fringe benefits tax, but not any payroll tax or workers' compensation insurance paid by the Company in respect of Mr Sharif Burra's employment) which will be reviewed annually.

In addition to receiving fixed remuneration, Mr Sharif Burra will receive additional benefits including directors' and officers' liability insurance that may be applicable to any directorships he will be required to hold as part of his duties. The Company will also reimburse Mr Sharif Burra for any expenses that he reasonably incurs during the performance of his duties (including business-related travel).

## Short Term Incentive Plan

Mr Sharif Burra will be eligible to participate in a Short-Term Incentive Plan (STIP) in respect of a performance year and may receive an annual award in accordance with the STIP and Equity Inventive Plan Rules (EIP Rules) in effect for the performance year.

The payment of any award will be subject to the terms of the EIP Rules and STIP. STIP awards are delivered 50% cash and 50% in the form of performance share rights. The terms on which the performance rights vest are set out in the EIP Rules. The Company may vary the STIP but only on an annual basis.

## Long Term Incentive Plan

Mr Sharif Burra will be eligible to participate in a Long-Term Incentive Plan (LTIP) in respect of a performance year and may receive an annual award of performance share rights in accordance with the LTIP and EIP Rules in effect for the performance year.

Any award will be subject to Board approval and the terms of the EIP Rules and LTIP. The size and nature of any award will be in accordance with the LTIP and EIP Rules. The Company may vary the LTIP but only on an annual basis.

Mr. Burra's remuneration was determined by reference to his duties and responsibilities and the prevailing market conditions and will be reviewed by the Nomination and Remuneration Committee of the Board from time to time.

## 5. Termination Provisions

Mr Sharif Burra may terminate his employment at any time by providing 6 months' written notice.

The Company may terminate Mr Sharif Burra's employment at any time by providing 6 months' written notice. The Company may also terminate Mr Sharif Burra's employment at any time without notice for certain prescribed events including serious misconduct, serious negligence in the performance of his duties, serious or persistent breach of the employment agreement, bringing the Company into disrepute or being charged with an imprisonable offence.

## 6. Probationary Period

The first 6 months following the commencement date will be subject to a probationary period and ongoing employment is subject to successfully completing the probation period. During this period either party may terminate employment by giving the other one months' notice in writing. If either party gives notice, the Company may, in its sole discretion, elect to make a payment of fixed remuneration in lieu of notice.

## 7. Restrictive Covenant

Mr Sharif Burra is restrained during employment and for a period of 3 months after termination from competing with the Company and each Group Company (the **Group**). Mr Sharif Burra is restrained from soliciting customers or clients, directors or employees of the Group for a period of 6 months after termination.

## 8. Other provisions

The employment agreement also contains general provisions regarding confidential information, intellectual property and moral rights.