

LOYALTY OPTIONS OFFER UNDERWRITING

Raiden Resources Limited (ASX: RDN DAX: YM4) ("Raiden" or "the Company") provides the following additional information regarding the Loyalty Options Offer announced to ASX on 18 October 2022.

The Company is pleased to confirm that the Loyalty Offer will be fully underwritten by CPS Capital Group Pty Ltd (**CPS Capital**) in accordance with the underwriting agreement between the Company and CPS Capital (**Underwriting Agreement**).

Pursuant to the Underwriting Agreement, the Company has agreed to pay CPS Capital (or its nominees) an underwriting fee of 4% (exclusive of GST) of the total amount raised under the Loyalty Options Offer. CPS Capital is also entitled to be reimbursed for reasonable costs and expenses incidental to the Loyalty Options Offer.

The obligations of CPS Capital to fully underwrite the Loyalty Offer are subject to satisfaction of certain conditions precedent that are customary for an agreement of this nature. If those conditions are not satisfied or if certain events occur, CPS Capital may terminate the Underwriting Agreement.

A summary of the material terms and conditions of the Underwriting Agreement is set out in Annexure A.

This ASX announcement has been authorised for release by the Chairman of Raiden Resources Limited.

QUICK STATS

ASX Code: RDN

DAX Code: YM4

BOARD & MANAGEMENT

Non- Executive Chairman

Mr Michael Davy

Managing Director

Mr Dusko Ljubojevic

Non-Executive Director

Mr Martin Pawlitschek

Non-Executive Director

Mr Dale Ginn

Chief Operating Officer

Mr Warrick Client

Company Secretary

Ms Kyla Garic

ASSET PORTFOLIO

SERBIA

Cu, Co & Au (~269km²)

BULGARIA

Cu, Au & Ag (~409km²)

AUSTRALIA

Au, Cu, Ni & PGE
(~840km²)

FOR FURTHER INFORMATION PLEASE CONTACT

DUSKO LJUBOJEVIC

Managing Director

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About Raiden Resources

Raiden Resources Limited (ASX:RDN / DAX:YM4) is a dual listed base metal—gold exploration Company focused on the emerging and prolific Western Tethyan metallogenic belt in Eastern Europe, where it has established a significant exploration footprint in Serbia and Bulgaria. In 2021 Raiden completed a transaction that resulted in the acquisition of highly prospective portfolio of gold, copper, nickel and PGE projects in the Pilbara region of Western Australia.

The Directors believe that the Company is well positioned to unlock value from this exploration portfolio and deliver a significant mineral discovery.

Annexure A –Underwriting Agreement

The obligations of CPS Capital under the Underwriting Agreement are subject to and conditional upon:

- (a) **(Underwriter's consent to be named)**: CPS Capital being satisfied (in its sole and absolute discretion, acting reasonably) with the form of the offer document and having given its consent to be named in the offer document prior to the offer document being lodged with ASX and ASIC as evidence thereof; and
- (b) **(Offer Document)**: the offer document being lodged with ASX and ASIC prior to 5:00pm (Perth time) on the lodgement date.

If any of the conditions precedent set out above are not satisfied or breached (as the case may be) by 5:00pm on the lodgement date, CPS Capital may terminate the Underwriting Agreement by notice in writing to the Company.

The obligations of CPS Capital are subject to certain events of termination. CPS Capital may, in its sole discretion, terminate its obligations under the Underwriting Agreement if:

- (a) **(Offer Withdrawn)**: the Offer is withdrawn by the Company;
- (b) **(No Listing Approval)**: the Company fails to lodge an Appendix 2A in relation to the Underwritten Options with ASX by the time required by the Listing Rules, the Corporations Act or any other regulations;

- (c) **(Corrective Disclosure):**
 - (i) CPS Capital, having elected not to exercise its right to terminate its obligations under the Underwriting Agreement as a result of an occurrence as described in clause 10 below forms the view on reasonable grounds that a corrective document should be lodged with ASX and ASIC to comply with the Corporations Act and the Company fails to lodge a corrective document in such form and content and within such time as CPS Capital may reasonably require; or
 - (ii) The Company lodges a corrective document without the prior written agreement of CPS Capital (which agreement CPS Capital may not unreasonably withhold);
- (d) **(Misleading Documents):** subject to having a material adverse effect, it transpires that there is a statement in the Offer Document that is misleading or deceptive or likely to mislead or deceive, or that there is an omission from the Offer Document of if any statement in the Offer Document becomes misleading or deceptive or likely to mislead or deceive or if the issue of the Offer Document is or becomes misleading or deceptive or likely to mislead or deceive;
- (e) **(Restriction on issue):** the Company is prevented from issuing the Underwritten Options within the time required by the Underwriting Agreement, the Corporations Act, the Listing Rule, any statute, regulation or order of a court of competent jurisdiction by ASIC, ASX or any court of competent jurisdiction or any governmental or semi-governmental agency of authority;
- (f) **(ASIC application):** an application is made by ASIC for an order under section 1324B or any other provision of the Corporations Act in relation to the Offer, provided that the shortfall notice deadline date has arrived, and that application has not been dismissed or withdrawn;
- (g) **(Takeovers Panel):** the takeovers panel makes a declaration that circumstances in relation to the affairs of the Company are unacceptable circumstances under Part 6.10 of the Corporations Act, or an application for such a declaration is made to the takeovers panel and is not withdrawn or disposed of by the Shortfall Notice Deadline Date, either of which in the Underwriter's reasonable options has a material adverse effect;
- (h) **(Indictable offence):** subject to having a material adverse effect, a director or senior manager of the Company is charged with an indictable offence;
- (i) **(Market Movement):** the S&P/ASX Small Ordinaries index falls by 10% or more below the level of the S&P/ASX Small Ordinaries index on the execution date at the close of trading:
 - (i) For at least two(2) consecutive business days in the period the execution date and the business day prior to the settlement date; or
 - (ii) On the business day immediately prior to the settlement date; or
- (j) **(Termination Events):** subject to having a material adverse effect, any of the following events occurs:
 - (i) **(Default):** default or breach by the Company under the Underwriting Agreement of any terms, condition, covenant or undertaking and the default or breach is either

incapable of remedy or is not remedied within ten (10) business days after CPS Capital notifies the Company of the default or breach or by the shortfall notice deadline date, whichever is earlier;

- (ii) **(Incorrect or untrue representation)**: any representation, warranty or undertaking given by the Company in the Underwriting Agreement is or becomes untrue or incorrect to a material respect;
- (iii) **(Contravention of Constitution or Act)**: a material contravention by the Company of any provision of its constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;
- (iv) **(Adverse change)**: an event occurs which gives right to a material adverse effect or any adverse change or any development including a prospective adverse change after the execution date in the assets, liabilities, financial position, trading results, profits, losses, prospects, business or operations of the Company;
- (v) **(Misleading information)**: any information supplied at any time by the Company or any person on its behalf to the Offer or the issue or the affairs of the Company is or becomes misleading or deceptive or likely to mislead or deceive to a material respect;
- (vi) **(Change in Act or policy)**: there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective Act or budget or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy;
- (vii) **(Prescribed Occurrence)**: a prescribed occurrence occurs;
- (viii) **(Suspension of debt payments)**: the Company suspends payment of its debts generally;
- (ix) **(Events of Insolvency)**: an Event of Insolvency occurs in respect of the Company;
- (x) **(Judgement against the Company)**: a judgement in an amount exceeding \$100,000 is obtained against the Company and is not set aside or satisfied within seven days;
- (xi) **(Litigation)**: litigation, arbitration, administrative or industrial proceedings are brought after the execution date commenced against the Company;
- (xii) **(Board and senior management composition)**: there is a change in the composition of the Board or a change in the senior management of the Company before the issue without the prior written consent of CPS Capital (such consent not to be unreasonably delayed or withheld);
- (xiii) **(Change in shareholdings)**: a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to the Company;
- (xiv) **(Timetable)**: there is a delay in any specified date in the Timetable which is greater than 3 business days, without the prior written consent to CPS Capital (such consent not to be unreasonably delayed or withheld);

- (xv) (**Force Majeure**): a force majeure affecting the Company's business or any obligation under the Underwriting Agreement lasting in excess of seven days occurs;
- (xvi) (**Certain resolutions passed**) the Company passes or take any steps to pass a resolution under section 254N, section 257A or section 260B of the Corporations Act or a resolution to amend its constitution without the prior written consent of CPS Capital;
- (xvii) (**Capital Structure**): the Company alters its capital structure in any manner not contemplated by the offer document or permitted by the Underwriting Agreement without the prior written consent of CPS Capital (such consent not to be unreasonably delayed or withheld);
- (xviii) (**Hostilities**): hostilities not presently existing commence (whether war has been declared or not) or a major escalation in existing hostilities occurs (whether war has been declared or not) involving any one or more of Australia, new Zealand, the United State of America, the United Kingdom, any member state of the European Union, Indonesia, Japan, Russia or the Peoples Republic of China or Indonesia, or a terrorist act is perpetrated on any of those countries or any diplomatic or political establishment of any of those countries elsewhere in the world, or a national emergency is declared by any of those countries; or
- (xix) (**Adverse Change in Financial Market**): there occurs any material adverse change or material adverse disruption to the political or economic conditions of financial markets in Australia, the United Kingdom, the United States of America or the international financial markets or any change or development involving a prospective change in national or international political, financial or economic conditions.

Capitalised words that are not defined above have the meaning set out in the Underwriting Agreement. The Underwriting Agreement also contains a number of indemnities, representations and warranties from the Company to CPS Capital that are considered standard for an agreement of this type.