



Catalyst Metals Limited

ABN 54 118 912 495

NOTICE OF GENERAL MEETING AND EXPLANATORY MEMORANDUM TO SHAREHOLDERS

Date of Meeting

28 February 2023

Time of Meeting

10.00 a.m. (AWST)

Place of Meeting

Celtic Club
48 Ord Street
West Perth, Western Australia 6005

A Proxy Form is enclosed or has otherwise been provided to you

Please read this Notice and Explanatory Memorandum carefully.

If you are unable to attend the General Meeting please complete and return the Proxy Form in accordance with the specified directions.

Catalyst Metals Limited

ABN 54 118 912 495

NOTICE OF GENERAL MEETING

Notice is given that the General Meeting of Shareholders of Catalyst Metals Limited will be held at the Celtic Club, 48 Ord Street, West Perth, Western Australia on Tuesday, 28 February 2023 at 10.00 a.m. (AWST) for the purpose of transacting the following business referred to in this Notice of General Meeting.

AGENDA

Resolution 1 – Ratification of agreement to issue Convertible Note to Collins Street

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, for the purpose of Listing Rule 7.4 and for all other purposes, Shareholders ratify the agreement to issue the Convertible Note by the Company to Collins Street, on the terms and conditions set out in the Explanatory Memorandum.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or*
- (b) an Associate of that person / those persons.*

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

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

OTHER BUSINESS

To deal with any other business which may be brought forward in accordance with the Constitution and the Corporations Act.

Details of the definitions and abbreviations used in this Notice are set out in the Glossary to the Explanatory Memorandum.

By order of the Board

Frank Campagna
Company Secretary

Dated: 24 January 2023

How to vote

Shareholders can vote by either:

- attending the Meeting and voting in person or by attorney or, in the case of corporate Shareholders, by appointing a corporate representative to attend and vote; or
- appointing a proxy to attend and vote on their behalf using the Proxy Form accompanying this Notice of Meeting and by submitting their proxy appointment and voting instructions in person, by post, electronically via the internet or by facsimile.

Voting in person (or by attorney)

Shareholders, or their attorneys, who plan to attend the Meeting are asked to arrive at the venue 15 minutes prior to the time designated for the Meeting, if possible, so that their holding may be checked against the Company's share register and their attendance recorded. To be effective a certified copy of the Power of Attorney, or the original Power of Attorney, must be received by the Company in the same manner, and by the same time as outlined for proxy forms below.

Voting by a Corporation

A Shareholder that is a corporation may appoint an individual to act as its representative and vote in person at the Meeting. The appointment must comply with the requirements of section 250D of the Corporations Act. The representative should bring to the Meeting evidence of his or her appointment, including any authority under which it is signed.

Voting by proxy

- A Shareholder entitled to attend and vote is entitled to appoint not more than two proxies. Each proxy will have the right to vote on a poll and also to speak at the Meeting.
- The appointment of the proxy may specify the proportion or the number of votes that the proxy may exercise. Where more than one proxy is appointed and the appointment does not specify the proportion or number of the Shareholder's votes each proxy may exercise, the votes will be divided equally among the proxies (i.e. where there are two proxies, each proxy may exercise half of the votes).
- A proxy need not be a Shareholder.
- The proxy can be either an individual or a body corporate.
- If a proxy is not directed how to vote on an item of business, the proxy may generally vote, or abstain from voting, as they think fit.
- Should any resolution, other than those specified in this Notice, be proposed at the Meeting, a proxy may vote on that resolution as they think fit.
- If a proxy is instructed to abstain from voting on an item of business, they are directed not to vote on the Shareholder's behalf on the poll and the Shares that

are the subject of the proxy appointment will not be counted in calculating the required majority.

- Shareholders who return their Proxy Forms with a direction how to vote, but who do not nominate the identity of their proxy, will be taken to have appointed the Chair of the Meeting as their proxy to vote on their behalf. If a Proxy Form is returned but the nominated proxy does not attend the Meeting, the Chair of the Meeting will act in place of the nominated proxy and vote in accordance with any instructions. Proxy appointments in favour of the Chair of the Meeting, the secretary or any Director that do not contain a direction how to vote will be used, where possible, to support the Resolution proposed in this Notice, provided they are entitled to cast votes as a proxy under the voting exclusion rules which apply to the proposed Resolution. These rules are explained in this Notice.
- To be effective, proxies must be received by 10.00 a.m. (AWST) on 26 February 2023. Proxies received after this time will be invalid.
- Proxies may be lodged using any of the following methods:
 - by returning a completed Proxy Form in person or by post to:
Automatic
GPO Box 5193
Sydney NSW 2001
 - by faxing a completed Proxy Form to +61 2 8583 3040; or
 - by recording the proxy appointment and voting instructions via the internet at <https://investor.automic.com.au/#/loginsah>. Only registered Shareholders may access this facility and will need their Holder Identification Number (**HIN**) or Securityholder Reference Number (**SRN**).
- The Proxy Form must be signed by the Shareholder or the Shareholder's attorney. Proxies given by corporations must be executed in accordance with the Corporations Act. Where the appointment of a proxy is signed by the appointer's attorney, a certified copy of the Power of Attorney, or the power itself, must be received by the Company at the above address, or by facsimile, and by 10.00 a.m. (AWST) on 26 February 2023. If facsimile transmission is used, the Power of Attorney must be certified.

Shareholders who are entitled to vote

In accordance with paragraphs 7.11.37 and 7.11.38 of the Corporations Regulations, the Board has determined that a person's entitlement to vote at the General Meeting will be the entitlement of that person set out in the Register of Shareholders as at 4.00 p.m. (AWST) on 26 February 2023.

EXPLANATORY MEMORANDUM

This Explanatory Memorandum is intended to provide Shareholders with sufficient information to assess the merits of the Resolution contained in the accompanying Notice of General Meeting of the Company.

Certain abbreviations and other defined terms are used throughout this Explanatory Memorandum. Defined terms are generally identifiable by the use of an upper case first letter. Details of the definitions and abbreviations are set out in the Glossary to the Explanatory Memorandum.

As announced on 10 January 2023, the Company is proposing to make a takeover bid for all the issued ordinary shares of Vango.

Vango and Collins Street are parties to a Convertible Note Agreement dated 31 March 2022 (**Vango CN Agreement**) pursuant to which Vango has issued a convertible note (the “Notes” as that term is defined in the Vango CN Agreement) to Collins Street (**Vango Notes**). See the ASX announcement by Vango titled “Vango Secures \$10M Via New Strategic Investor” released on 1 April 2022.

As announced on 10 January 2023, the Company and Collins Street entered into a term sheet on 10 January 2023 (**Term Sheet**), pursuant to which the Company proposed to agree to issue a convertible note to Collins Street on the terms set out below (the **Convertible Note**) in consideration for Collins Street agreeing to redeem the Vango Note for nil cash consideration.

A summary of the key terms of the Term Sheet and the Convertible Note proposed to be issued is set out below.

The issue of the Convertible Note is the subject of Resolution 1.

Feature	Summary
Face value	The face value of the Convertible Note upon its issuance will be the outstanding face value of the Vango Note (currently \$9.075 million) immediately prior to their redemption by Collins Street for nil consideration.
Term	The maturity date of the Convertible Note is 31 March 2024 (unless all of the Convertible Note is redeemed or converted earlier).
Status	Prior to conversion, the Convertible Note will rank equally with all other unsecured and unsubordinated debt obligations of the Company except that the Company will grant security over Catalyst’s shares in Vango and Vango will continue to provide security over its existing assets. However, they do not confer on Collins Street rights as a member of the Company or any right to attend or vote at general meetings of the Company. Any Shares issued on conversion of the Convertible Note (or part of the Convertible Note) will rank equally with all other fully paid ordinary shares of the Company (see “Conversion” below).
Conditions to issue	<p>The issue of the Convertible Note is conditional on:</p> <ul style="list-style-type: none">(a) the Company making a takeover bid for all of the issued ordinary shares of Vango; and(b) the Company acquiring 100% of all of the issued ordinary shares of Vango. <p>The condition to acquire 100% of all of the issued ordinary shares of Vango must be satisfied by 10 July 2023 unless the compulsory acquisition process</p>

Feature	Summary
	under Chapter 6A of the Corporations Act is occurring, or there are reasonable prospects that Catalyst will obtain further acceptances such that Catalyst will likely acquire 100% of all of the issued Vango Shares. Notwithstanding this, if Catalyst has not acquired 100% of all of the issued Vango Shares by 10 September 2023, the agreement will terminate.
Conversion	Collins Street may elect to convert the Convertible Note (or part of the Convertible Note) at any time prior to the maturity date.
Conversion price and adjustments	<p>Upon conversion by Collins Street, the number of Shares to be issued to Collins Street will be calculated on the following basis: outstanding face value of the Convertible Note / Conversion Price.</p> <p>The "Conversion Price" is A\$1.47 per ordinary share of the Company (Conversion Price), being a 20% premium to the 30 day volume weighted average price of the Company's shares on the ASX prior to the date of announcement of the Company's intention to make a takeover bid for all of the issued ordinary shares of Vango, being 10 January 2023.</p> <p>Based on the "Conversion Price", upon Collins Street electing to convert all of the Convertible Note, Catalyst would be obliged to issue 6,163,407 ordinary shares to Collins Street.</p>
20% cap	Collins Street may not convert the Convertible Note into Shares if the conversion would cause it to hold a relevant interest in more than 20% of the Shares on issue. In such circumstances, the Company must immediately pay to Collins Street in cash the value of the Shares that were required to be issued to Collins Street.
Redemption	<p>The Company may redeem the Convertible Note at any time prior to the maturity date by paying the full outstanding face value of the Convertible Note, and by issuing options to acquire Shares (Options) at no cost to Collins Street. The number of Options to be issued to Collins Street will be calculated on the following basis: outstanding face value of the Convertible Note / Conversion Price.</p> <p>If there is a change of control of the Company and Collins Street does not elect to convert the Convertible Note, the Company may redeem the Convertible Note by paying to Collins Street an additional amount equivalent to 3.0% of the outstanding face value of the Convertible Note that are redeemed, but will not be required to issue Options to Collins Street.</p>
Options	<p>The Options will:</p> <ul style="list-style-type: none"> (a) expire at 5:00pm (Melbourne time) on 31 March 2024; (b) entitle the holder of the Option to subscribe for, and be allotted, one Share; (c) have an exercise price equivalent to the Conversion Price; and (d) otherwise be on the usual terms of unquoted options issued by companies listed on the ASX. <p>The Company's obligation to issue Options upon its redemption of the Convertible Note in the absence of a change of control of the Company is not conditional on the receipt of prior approval by Shareholders. Accordingly, the Company may only exercise its right to redeem the Convertible Note in the</p>

Feature	Summary
	absence of a change of control of the Company if it has sufficient placement capacity under Listing Rule 7.1 to issue the relevant Options.
Anti-dilution	<p>(a) If the Company issues or agrees to issue (including on a contingent basis) any Shares at a price less than the Conversion Price prior to the maturity date, then the Conversion Price will be reduced to the lowest price at which the Company issued or agreed to issue (including on a contingent basis) the Shares.</p> <p>(b) If the Company issues or agrees to issue (including on a contingent basis) any Shares, then the Conversion Price will be adjusted by applying a discount equivalent to the amount raised as part of a fundraise as a proportion of the Company's market capitalisation (determined as at the close of trade on the trading day immediately preceding the announcement of the fundraise). For example, if the Company undertakes a capital raise to raise \$10 million when its market capitalisation is \$100 million, then the Conversion Price must be reduced by 10%.</p> <p>(c) In respect of an issue of Shares upon conversion of Convertible Note (or part of the Convertible Note):</p> <p>(i) where clauses 1 and 2 above apply to the same issue of Shares, the clause that is to be used to determine the number of Shares to be issued to the relevant subscriber of Shares is the clause that causes the greatest number of Shares to be issued to that subscriber; and</p> <p>(ii) if the Company has undertaken more than one issue of Shares, then the order in which these anti-dilution provisions are to apply is the order that causes the greatest number of Shares to be issued to the relevant subscriber of Shares.</p> <p>(d) If, as a result of any litigation, claim, settlement or order from a court, the Company is deprived of, or ceases to receive some or all of the benefit of a portion of the indicated JORC resources of the Company, then the Conversion Price must be reduced in the same proportion that the reduction in the portion of the indicated JORC resources of the Company bears to the total indicated JORC resources held by the Company prior to that reduction. For example, if, pursuant to a court order, the Company ceases to have the benefit of 100 K tonnes of its indicated JORC resources when its total indicated JORC resources prior to that reduction was 1,000 K tonnes, then the Conversion Price must be reduced by 10%.</p>
Event of default	<p>Upon an "Event of Default" (as that term is defined in the Vango CN Agreement), Collins Street may:</p> <p>(a) convert the Convertible Note (or part of the Convertible Note) into Shares;</p> <p>(b) declare all money owing to it under any of the "Transaction Documents" (as that term is defined in the Vango CN Agreement) to be immediately due and payable; and/or</p> <p>(c) cancel its obligations (if any) under any of the "Transaction Documents".</p>

Feature	Summary
Default interest	The Company must pay interest on any amount that is due and payable to Collins Street, but is unpaid, at the rate of 15% per annum.
Security	The existing first ranking security over Vango and its assets provided by Vango under the Vango CN Agreement will remain in force, but will secure the obligations of the Company in relation to the Convertible Note. Catalyst has also agreed to grant security over its shareholding in Vango.
Negative pledge	<p>The Company may not create or permit to subsist any security interest over any of its assets other than:</p> <ul style="list-style-type: none"> (a) any lien or charge arising by operation of law and in the ordinary course of business; (b) any security interest arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in connection with the acquisition of goods in the ordinary course of business; (c) a deemed “security interest” under section 12(3) of the <i>Personal Property Securities Act 2009</i> (Cth) which does not secure payment or performance of an obligation; or (d) any other security interest created or granted with the consent of Collins Street.
Shareholder approval	The Company will not be required to seek shareholder approval for the issue of the Convertible Note.
Additional convertible note	The Company will be able to deliver an application form to Collins Street requiring Collins Street to subscribe for an additional tranche of convertible note with a face value of \$3,025,000 and which mature two years after the date they are issued by paying to the Company the sum of \$2,500,000. This right is subject to the terms set out in the Vango CN Agreement, including the requirement that the Company receives approval from Shareholders for the issue of the additional convertible note in accordance with the Corporations Act.
Undertakings	The Company must comply with various customary undertakings prior to the maturity date, including in relation to the conduct of its business, insuring its assets, not incurring financial indebtedness, and maintaining cash reserves of at least \$1,000,000. The Company must also permit any designated representative of Collins Street to visit and inspect the property, projects and operations of the Company, and to inspect and take copies of the Company's associated books and records, including financial records.
Representations and warranties	The Company gives customary representations and warranties including (among others) in relation to registration, power and authority, authorisations, compliance with laws, continuous disclosure, reliance, and security (as applicable).
Assignment	Neither the Company nor Collins Street may assign or otherwise purport to transfer its rights or obligations to any other person without the prior written consent of the other party (which must not be unreasonably withheld).

Resolution 1 – Ratification of agreement to issue of Convertible Note to Collins Street

The Company has entered into the Term Sheet with Collins Street pursuant to which Collins Street will be issued the Convertible Note.

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

The Term Sheet does not fit within any of these exceptions and, as it has not yet been approved by the Company's Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the date the Company entered into the Term Sheet.

Listing Rule 7.4 allows the shareholders of a company to approve an issue of Equity Securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the company's capacity to issue further Equity Securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional Equity Securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1 and therefore seeks Shareholder approval to ratify the agreement to issue the Convertible Note pursuant to the Term Sheet under and for the purposes of Listing Rule 7.4.

If this Resolution is passed, the Convertible Note issued pursuant to the Term Sheet will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities the Company can issue without Shareholder approval over the 12 month period following the date the Company entered into the Term Sheet. In addition, the Convertible Note issued pursuant to the Term Sheet will not be included in calculating the Company's 10% capacity in Listing Rule 7.1A, effectively increasing the number of Equity Securities the Company can issue without Shareholder approval under that rule.

If this Resolution is not passed, the Convertible Note issued pursuant to the Term Sheet will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue without Shareholder approval over the 12 month period following the date the Company entered into the Term Sheet. In addition, the Convertible Note issued pursuant to the Term Sheet will be included in calculating the Company's additional 10% capacity in Listing Rule 7.1A, effectively decreasing the number of Equity Securities the Company can issue without Shareholder approval under that rule.

The following information in relation to the Convertible Note and the Shares issued upon their conversion pursuant to the Term Sheet is provided to Shareholders for the purposes of Listing Rule 7.5:

1. the Company has agreed to issue the Convertible Note, and any Shares (up to 6,163,407 Shares) upon their conversion, to Collins Street, who is an unrelated party of the Company;
2. the Company has agreed to issue the Convertible Note (which on full conversion will result in the issue of 6,163,407 Shares), subject to adjustments made to the conversion price (refer to the table above);
3. a summary of the material terms of the Terms Sheet and the Convertible Note is set out in the table above. The Shares agreed to be issued upon conversion of the Convertible Note (or part of the Convertible Note) are fully paid ordinary Shares in the capital of the Company and will rank equally in all respects with the existing fully paid ordinary Shares on issue;
4. the Convertible Note will be issued no later than 3 months after the date of the Meeting;
5. the Company has agreed to issue the Convertible Note in consideration for Collins Street agreeing to redeem all of the Vango Notes for nil cash consideration but the Company will assume the outstanding liability of the Vango Notes of \$9.075 million in the form of the Convertible Note;

6. the purpose of the issue is to facilitate the exchange of the Vango Notes to the Convertible Note as part of the takeover bid by the Company for all the issued ordinary shares of Vango;
7. there are no other material terms of the agreement, other than as set out in the table above; and
8. a voting exclusion applies in respect of this Resolution as set out in the Notice of Meeting.

Board Recommendation

The Board recommend that Shareholders vote in favour of Resolution 1.

The Chair intends to vote all available undirected proxies in favour of Resolution 1.

GLOSSARY

\$ means Australian dollars.

Accounting Standards has the meaning given to that term in the Corporations Act.

Associate has the meaning given to that term in the Listing Rules.

ASX means ASX Limited ABN 98 008 624 691 and, where the context permits, the Australian Securities Exchange operated by ASX Limited.

AWST means western standard time as recognised in Perth, Western Australia.

Board means the Directors.

Chair or Chairman means the individual elected to chair any meeting of the Company from time to time.

Collins Street means Collins St Asset Management Pty Ltd ABN 16 601 897 974 as trustee for the Collins Street Value Fund.

Company means Catalyst Metals Limited ABN 54 118 912 495.

Constitution means the Company's constitution, as amended from time to time.

Convertible Note has the meaning given to that term on page 4.

Conversion Price has the meaning given to that term on page 5.

Corporations Act means Corporations Act 2001 (Cth).

Directors means the directors of the Company.

Equity Securities has the meaning given to that term in the Listing Rules.

Explanatory Memorandum means the explanatory memorandum accompanying this Notice.

Listing Rules means the ASX Listing Rules.

Meeting means the General Meeting convened by the Notice.

Notice means this Notice of General Meeting.

Notice of Meeting means this Notice of General Meeting.

Options has the meaning given to that term on page 5.

Proxy Form means the proxy form accompanying the Notice by way of email where the Shareholder has elected to receive notices by email, or the personalised proxy form circulated by way of post where the Shareholder has not elected to receive notices by email.

Resolution means the resolution contained in the Notice.

Restricted Securities has the meaning given to that term in the Listing Rules.

Shareholder means a member of the Company from time to time.

Shares means fully paid ordinary shares in the capital of the Company.

Term Sheet has the meaning given to that term on page 4.

Vango means Vango Mining Ltd ABN 68 108 737 711.

Vango CN Agreement has the meaning given to that term on page 4.

Vango Notes has the meaning given to that term on page 4.



Catalyst Metals Limited | ABN 54 118 912 495

Proxy Voting Form

If you are attending the meeting in person, please bring this with you for Securityholder registration.

Holder Number:

Your proxy voting instruction must be received by **10.00am (AWST) on Sunday, 26 February 2023**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

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

YOUR NAME AND ADDRESS

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

STEP 1 – APPOINT A PROXY

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

DEFAULT TO THE CHAIR OF THE MEETING

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

STEP 2 - VOTES ON ITEMS OF BUSINESS

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

APPOINTMENT OF SECOND PROXY

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

SIGNING INSTRUCTIONS

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

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

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

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

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

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

CORPORATE REPRESENTATIVES

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

Lodging your Proxy Voting Form:

Online:

Use your computer or smartphone to appoint a proxy at

<https://investor.automic.com.au/#/login>

or scan the QR code below using your smartphone

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



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