
TIETTO MINERALS LIMITED

ACN 143 493 118

NOTICE OF ANNUAL GENERAL MEETING

TIME: 10:00am (WST)

DATE: Wednesday, 31 May 2023

PLACE: BDO
Level 9, Mia Yellagonga Tower 2
5 Spring Street
Perth WA 6000

This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on (+61 8) 9420 8270

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IMPORTANT INFORMATION

TIME AND PLACE OF MEETING

Notice is given that the Annual General Meeting of the Shareholders to which this Notice of Meeting relates will be held at 10:00am (WST) on Wednesday, 31 May 2023 at:

BDO, Level 9, Mia Yellagonga Tower 2
5 Spring Street
Perth WA 6000

YOUR VOTE IS IMPORTANT

The business of the Annual General Meeting affects your shareholding and your vote is important.

VOTING ELIGIBILITY

The Directors have determined pursuant to Regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Annual General Meeting are those who are registered Shareholders at 10:00am (WST) on Monday, 29 May 2023.

VOTING IN PERSON

To vote in person, attend the Annual General Meeting at the time, date and place set out above.

VOTING BY PROXY

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form.

In accordance with section 249L of the Corporations Act, members are advised that:

- each member has a right to appoint a proxy;
 - the proxy need not be a member of the Company; and
 - a member who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If
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the member appoints 2 proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Shareholders and their proxies should be aware that changes to the Corporations Act made in 2011 mean that:

- if proxy holders vote, they must cast all directed proxies as directed; and
- any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

Further details on these changes is set out below.

Proxy vote if appointment specifies way to vote

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular resolution and, **if it does:**

- the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (i.e. as directed); and
- if the proxy has 2 or more appointments that specify different ways to vote on the resolution – the proxy must not vote on a show of hands; and
- if the proxy is the chair of the meeting at which the resolution is voted on – the proxy must vote on a poll, and must vote that way (i.e. as directed); and
- if the proxy is not the chair – the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (i.e. as directed).

Transfer of non-chair proxy to chair in certain circumstances

Section 250BC of the Corporations Act provides that, if:

- an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members; and
- the appointed proxy is not the chair of the meeting; and
- at the meeting, a poll is duly demanded on the resolution; and
- either of the following applies:
 - the proxy is not recorded as attending the meeting;
 - the proxy does not vote on the resolution,

the chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting.

Voting Prohibition

In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote on the basis of that appointment on Resolution 1 if the person is either:

- a member of the Key Management Personnel of the Company; or
 - a Closely Related Party of such a member, and
- the appointment does not specify the way the proxy is to vote on Resolution 1.

However, the prohibition does not apply if the proxy is the Chair and the appointment expressly authorises the Chair to exercise the proxy even if Resolution 1 is connected directly or indirectly with remuneration of a member of the Key Management Personnel of the Company.

BUSINESS OF THE MEETING

AGENDA

ORDINARY BUSINESS

Financial Statements and Reports

To receive and consider the financial report of the Company for the financial period ended 31 December 2022 together with the declaration of the directors, the Directors' Report, the Remuneration Report and the auditor's report.

1. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

To consider and, if thought fit, to pass, with or without amendment, the following resolution as a **non-binding resolution**:

"That, for the purpose of Section 250R(2) of the Corporations Act and for all other purposes, approval is given for the adoption of the Remuneration Report as contained in the Company's financial report for the financial year ended 31 December 2022."

Note: the vote on this Resolution is advisory only and does not bind the Directors or the Company.

Voting Prohibition Statement:

A vote on this Resolution must not be cast (in any capacity) by or on behalf of any of the following persons:

- (a) a member of the Key Management Personnel, details of whose remuneration are included in the Remuneration Report; or
- (b) a Closely Related Party of such a member.

However, a person (the **voter**) described above may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a person described above and either:

- (a) the voter is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or
- (b) the voter is the Chair and the appointment of the Chair as proxy:
 - (i) does not specify the way the proxy is to vote on this Resolution; and
 - (ii) expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

2. RESOLUTION 2 – RE-ELECTION OF DIRECTOR – MR SHADDRACK SOWAH ADJETEY

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, in accordance with clause 12.7(b) of the Constitution, ASX Listing Rule 14.4 and for all other purposes, Mr Shaddrack Sowah Adjetey, a Director appointed pursuant to clause 12.7(a) of the Constitution must retire at the next AGM and is eligible for re-election."

3. RESOLUTION 3 – RE-ELECTION OF DIRECTOR – MR MATTHEW WILCOX

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, in accordance with clause 12.7(b) of the Constitution, ASX Listing Rule 14.4 and for all other purposes, Mr Matthew Wilcox, a Director appointed pursuant to clause 12.7(a) of the Constitution must retire at the next AGM and is eligible for re-election."

4. RESOLUTION 4 – RENEWAL OF LONG TERM INCENTIVE PLAN

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purpose of Listing Rule 7.2 Exception 13(b), and for all other purposes, Shareholders approve the adoption of the employee incentive scheme known as the “Tietto Minerals Ltd Long Term Incentive Plan”, a summary of which is set out in the Explanatory Memorandum accompanying this Notice of Extraordinary General Meeting, and the issue of the Equity Securities thereunder, on the terms and conditions set out in the Explanatory Memorandum, as an exception to Listing Rule 7.1.”

Voting Exclusion: The Company will disregard any votes cast on this Resolution by a person who is eligible to participate in the employee incentive scheme, and any associates of those persons. The Company need not disregard a vote if it is 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.

Voting Prohibition Statement:

In accordance with section 250BB of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and
- (b) the appointment does not specify the way the proxy is to vote on this Resolution.

However, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

5. RESOLUTION 5 – RATIFICATION OF PRIOR ISSUE - LOAN OPTIONS

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify and approve the prior issue under Listing Rule 7.1 by the Company of a total of 4,000,000 Options Exercisable at \$0.80 expiring 31 December 2024 issued on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who participated in the issue or any Associates of those persons

(or is a counterparty to the agreement being approved) or any Associates of that entity. The Company need not disregard a vote if it is 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.

6. RESOLUTION 6 – RATIFICATION OF PRIOR ISSUE – VARIATION LOAN OPTIONS

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify and approve the prior issue under Listing Rule 7.1 by the Company of a total of 4,000,000 Options Exercisable at \$0.70 expiring 31 December 2026 on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion: The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who participated in the issue or any Associates of those persons (or is a counterparty to the agreement being approved) or any Associates of that entity. The Company need not disregard a vote if it is 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.

7. RESOLUTION 7 – APPROVAL OF LOAN CONVERSION - DR FU

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the grant of the Conversion Rights and the issue of Converted Shares pursuant to the Conversion Rights to Dr Minlu Fu, pursuant to the conversion of a loan on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion: The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who is expected to participate in, or who will obtain a material

benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or any Associates of those persons or any Associates of that entity. The Company need not disregard a vote if it is 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.

8. RESOLUTION 8 – APPROVAL OF LOAN CONVERSION - KONGWELL MANAGEMENT LIMITED

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the grant of the Conversion Rights and the issue of Converted Shares pursuant to the Conversion Rights to Kongwell Management Limited, pursuant to conversion of a loan, on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or any Associates of those persons or any Associates of that entity. The Company need not disregard a vote if it is 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.

DATED: 1 MAY 2023

BY ORDER OF THE BOARD



MR MATTHEW FOY
COMPANY SECRETARY

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions which are the subject of the business of the Meeting.

1. FINANCIAL STATEMENTS AND REPORTS

In accordance with the Constitution, the business of the Meeting will include receipt and consideration of the financial report of the Company for the financial period ended 31 December 2022 together with the declaration of the directors, the Directors' Report, the Remuneration Report and the auditor's report.

The Company will not provide a hard copy of the Company's financial report to Shareholders unless specifically requested to do so. The Company's financial report is available on its website at <http://www.tietto.com/> or by contacting the Company on (08) 9420 8270.

2. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

2.1 General

The Corporations Act requires that at a listed company's annual general meeting, a resolution that the remuneration report be adopted must be put to the shareholders. However, such a resolution is advisory only and does not bind the company or the directors of the company.

The Remuneration Report sets out the Company's remuneration arrangements for the directors and senior management of the Company. The Remuneration Report is part of the Directors' Report contained in the financial report of the Company for the financial period ended 31 December 2022.

The Chair of the meeting will allow a reasonable opportunity for Shareholders to ask questions about or make comments on the Remuneration Report at the Meeting.

2.2 Voting consequences

Under changes to the Corporations Act which came into effect on 1 July 2011, a company is required to put to its shareholders a resolution proposing the calling of another meeting of shareholders to consider the appointment of directors of the company (other than the managing director) who were in office at the date of approval of the applicable directors' report (**Spill Resolution**) if, at consecutive annual general meetings, at least 25% of the votes cast on a remuneration report resolution are voted against adoption of the remuneration report and at the first of those annual general meetings a Spill Resolution was not put to vote. If required, the Spill Resolution must be put to vote at the second of those annual general meetings.

If more than 50% of votes cast are in favour of the Spill Resolution, the company must convene a shareholder meeting (**Spill Meeting**) within 90 days of the second annual general meeting.

All of the directors of the company who were in office when the directors' report (as included in the company's annual financial report for the most recent financial year) was approved, other than the managing director of the company, will cease to hold office immediately before the end of the Spill Meeting but may stand for re-election at the Spill Meeting.

Following the Spill Meeting those persons whose election or re-election as directors of the company is approved will be the directors of the company.

2.3 Previous voting results

At the Company's previous annual general meeting the votes cast against the Remuneration Report considered at that annual general meeting were less than 25%. Accordingly, the Spill Resolution is not relevant for this Annual General Meeting.

2.4 Chair voting undirected proxies

The Chair intends to exercise all undirected proxies in favour of Resolution 1. If the Chair of the Meeting is appointed as your proxy and you have not specified the way the Chair is to vote on Resolution 1, by signing and returning the Proxy Form, you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention.

3. RESOLUTION 2 – RE-ELECTION OF DIRECTOR – MR SHADDRACK SOWAH ADJETEY

Clause 12.3 of the Constitution requires that there must be an election of Directors at the Company's annual general meeting. This may be satisfied by a Director appointed under article 12.7 of the Constitution standing for re-election.

Clause 12.7 of the Company's Constitution provides that the Directors may at any time appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors but only where the total number of Directors does not at any time exceed the maximum number specified in the Constitution.

Pursuant to the Constitution and ASX Listing Rule 14.4, any Director so appointed holds office only until the next annual general meeting of the Company and is then eligible for re-election by Shareholders.

Mr Shadrack Sowah AdjeteY was appointed by the Directors on 24 October 2022 as an additional Director in accordance with clause 12.7 of the Constitution. Mr AdjeteY will retire in accordance with the Constitution and ASX Listing Rule 14.4 and being eligible, seeks election from Shareholders.

Details of Mr AdjeteY's qualifications and experience are set out in the Company's December 2022 Financial Report.

The Board (other than Mr AdjeteY) unanimously supports the re-election of Mr AdjeteY.

4. RESOLUTION 3 – RE-ELECTION OF DIRECTOR – MR MATTHEW WILCOX

Clause 12.3 of the Constitution requires that there must be an election of Directors at the Company's annual general meeting. This may be satisfied by a Director appointed under article 12.7 of the Constitution standing for re-election.

Clause 12.7 of the Company's Constitution provides that the Directors may at any time appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors but only where the total number of Directors does not at any time exceed the maximum number specified in the Constitution.

Pursuant to the Constitution and ASX Listing Rule 14.4, any Director so appointed holds office only until the next annual general meeting of the Company and is then eligible for re-election by Shareholders.

Mr Matthew Peter Wilcox was appointed by the Directors on 20 March 2023 as an additional Director in accordance with clause 12.7 of the Constitution. Mr Wilcox

will retire in accordance with the Constitution and ASX Listing Rule 14.4 and being eligible, seeks election from Shareholders.

Details of Mr Wilcox's qualifications and experience are set out in the Company's December 2022 Financial Report.

The Board (other than Mr Wilcox) unanimously supports the re-election of Mr Wilcox.

5. RESOLUTION 4 – RENEWAL OF LONG TERM INCENTIVE PLAN

5.1 Background

Resolution 4 seeks Shareholder approval for the purposes of Listing Rule 7.2 Exception 13(b), to adopt a new employee incentive plan titled the "Tietto Minerals Ltd Long Term Incentive Plan" (**Plan**), pursuant to which eligible participants may be offered the opportunity to be granted performance rights, options and Shares in the Company (**Incentive Securities**). The Company adopted a previous employee incentive plan on 22 November 2022, however the Directors consider it desirable to adopt a new plan to reflect the recent changes to employee share schemes under the Corporations Act. Such changes include removing the ability to make offers of securities under an employee incentive scheme in reliance on relief in ASIC Class Orders 14/1000 and 14/1001 after 1 March 2023 (**Class Orders**). The relief available under the Class Orders have been replaced by a new regime set out in Division 1A of Part 7.12 of the Corporations Act.

The purpose of the Plan is to:

- (a) reward employees of the Company;
- (b) assist in the retention and motivation of employees of the Company;
- (c) provide an incentive to employees of the Company to grow shareholder value by providing them with an opportunity to receive an ownership interest in the Company; and
- (d) comply with the recent changes to employee share schemes as set out in Division 1A of Part 7.12 of the Corporations Act.

5.2 Listing Rule Requirements

Listing Rule 7.1 provides that, unless an exception applies, a company must not, without prior approval of shareholders, issue or agree to issue Equity Securities if the Equity Securities will in themselves, or when aggregated with the Equity Securities issued by the company during the previous 12 months, exceed 15% of the number of ordinary securities on issue at the commencement of that 12-month period.

Listing Rule 7.2 Exception 13(b) sets out an exception to Listing Rule 7.1. It provides that issues of securities under an employee incentive scheme are not included in a company's 15% limit under Listing Rule 7.1, if within three years before the date of issue, shareholders have approved the issue of securities thereunder as an exception to Listing Rule 7.1.

Accordingly, Resolution 4 seeks approval from Shareholders for adoption of the Plan and the issue of Incentive Securities thereunder for a period of three years from the date of the Meeting, as an exception to Listing Rule 7.1.

If Resolution 4 is passed, the Company will be able to issue Incentive Securities under the Plan to eligible participants over a period of three years from the date

of the Meeting without impacting on the Company's ability to issue to up to 15% of its total ordinary securities without Shareholder approval in any 12-month period.

If Resolution 4 is not passed, the Company will be able to proceed with the issue of Incentive Securities under the Plan, but the issue 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 of issue of the Incentive Securities.

For the avoidance of doubt, the Company must seek Shareholder approval under Listing Rule 10.14 in respect of any future issues of Incentive Securities under the Plan to a related party or a person whose relationship with the Company or the related party, is in ASX's opinion, such that Shareholder approval should be obtained.

The following information is provided to Shareholders for the purpose of Listing Rule 7.2 Exception 13(b):

(a) A summary of the material terms of the Plan

A summary of the material terms of the Plan is set out in Schedule 1.

(b) Previous issues of securities

This is the first approval sought under Listing Rule 7.2 Exception 13(b) with respect to the Plan. No Incentive Securities have previously been issued under the Plan as it is a new incentive plan.

(c) Maximum number of securities to be issued

The maximum number of Incentive Securities proposed to be issued under the Plan following Shareholder approval is 20,000,000.

(d) Voting exclusion

A voting exclusion statement for Resolution 2 is included in this Notice.

5.3 Directors' Recommendation

The Directors believe that this Resolution is in the best interests of the Company and unanimously recommend that Shareholders vote in favour of Resolution 4.

6. RESOLUTION 5 – RATIFICATION OF PRIOR ISSUE OF LOAN OPTIONS

6.1 General

On 20 February 2023 the Company issued a total of 4,000,000 options exercisable at \$0.80 expiring 31 December 2024 Loan Options (**Loan Options**) in connection with two unsecured loans that the Company entered into with two unrelated parties, Dr Minlu Fu (**Dr Fu**) and Kongwell Management Limited (**Kongwell**, collectively **Lenders**) (**Original Loan Agreements**).

Under the terms of the Original Loan Agreements the Company was provided a total unsecured loan of US\$8 million (**Loan Amount**) at an interest rate of 8% per annum with a six-month term (**Interest**). The Loan Amount provided by each of the Lenders was US\$6 million from Kongwell and \$US2 million from Dr Fu. In addition, the Company agreed to issue the Lenders 1 Loan Option for every US\$2 provided under the Original Loan Agreements.

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more equity securities during any 12-month

period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12-month period.

ASX Listing Rule 7.4 sets out an exception to ASX Listing Rule 7.1. It provides that where a company in general meeting ratifies the previous issue of securities made pursuant to ASX Listing Rule 7.1 (and provided that the previous issue did not breach ASX Listing Rule 7.1) those securities will be deemed to have been made with Shareholder approval for the purpose of ASX Listing Rule 7.1.

6.2 Technical information required by Listing Rule 14.1A

Resolution 5 is proposed for the purposes of ASX Listing Rule 7.4 which provides that shareholders may ratify the issue of securities made without their prior approval provided the issue did not breach the 15% threshold set by Listing Rule 7.1. The effect of such a ratification is to refresh the company's maximum discretionary power to issue further shares up to 15% of its' issued capital in circumstances contemplated by that Listing Rule.

The Company confirms that the issue of the Loan Options the subject of Resolution 5 did not breach ASX Listing Rule 7.1.

If Resolution 5 is passed the Loan Options will not be included in calculating the Company's 15% limit under ASX 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 of issue of the Loan Options.

If Resolution 5 is not passed, the Loan Options will be included in the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities it can issue without Shareholder approval over the 12-month period following the date of issue of the Loan Options.

6.3 Technical information required by Listing Rule 7.5

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to Resolution 5:

- (a) the Loan Options were issued to Hongkong Ausino Investment Ltd (**HAIL**) (as the nominee of Dr Fu) and Kongwell. Each of HAIL and Kongwell are not related parties of the Company or Material Investors in the Company;
- (b) the Company issued a total of 4,000,000 Loan Options pursuant to its existing capacity available under Listing Rule 7.1. 1,000,000 Loan Options were issued to HAIL and 3,000,000 Loan Options were issued to Kongwell;
- (c) the Loan Options were issued on 20 February 2023 and are exercisable at \$0.80 expiring on 31 December 2024;
- (d) a summary of the terms and conditions of the Loan Options is set out in Schedule 2;
- (e) the Loan Options were issued pursuant to the Original Loan Agreement. A summary of the terms of the Original Loan Agreement as amended by the Amended Loan Agreement is set out in Schedule 4; and
- (f) a voting exclusion statement is included in Resolution 5 of the Notice.

6.4 Directors' Recommendation.

The Board of Directors recommends that Shareholders vote in favour of Resolution 5. The Chairman of the meeting intends to vote undirected proxies in favour of this Resolution.

7. RESOLUTION 6 – RATIFICATION OF PRIOR ISSUE OF VARIATION LOAN OPTIONS

On 26 April 2023 the Company advised it had entered into further loan agreements with the Lenders to replace the terms of the Original Loan Agreements. The Original Loan Agreements were varied to extend the maturity date for each loan to 30 September 2023 (**Amended Loan Agreements**). In consideration for the extension, the Company agreed to issue the Lenders an additional 4,000,000 options (in aggregate) exercisable at \$0.70 expiring 31 December 2026 (**Variation Loan Options**). 3,000,000 Variation Loan Options were issued to Kongwell and 1,000,000 Variation Loan Options were issued to Dr Fu.

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more equity securities during any 12-month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12-month period.

ASX Listing Rule 7.4 sets out an exception to ASX Listing Rule 7.1. It provides that where a company in general meeting ratifies the previous issue of securities made pursuant to ASX Listing Rule 7.1 (and provided that the previous issue did not breach ASX Listing Rule 7.1) those securities will be deemed to have been made with Shareholder approval for the purpose of ASX Listing Rule 7.1.

7.1 Technical information required by Listing Rule 14.1A

Resolution 6 is proposed for the purposes of ASX Listing Rule 7.4 which provides that shareholders may ratify the issue of securities made without their prior approval provided the issue did not breach the 15% threshold set by ASX Listing Rule 7.1. The effect of such a ratification is to refresh the company's maximum discretionary power to issue further shares up to 15% of its issued capital in circumstances contemplated by that Listing Rule.

The Company confirms that the issue of the Variation Loan Options the subject of Resolution 6 did not breach ASX Listing Rule 7.1.

If Resolution 6 is passed the Variation Loan Options will not be included in calculating the Company's 15% limit under ASX 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 of issue of the Variation Loan Options.

If Resolution 6 is not passed, the Variation Loan Options will be included in the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities it can issue without Shareholder approval over the 12-month period following the date of issue of the Variation Loan Options.

7.2 Technical information required by Listing Rule 7.5

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to Resolution 6:

- (a) The Variation Loan Options were issued to HAIL and Kongwell. HAIL and Kongwell are not related parties of the Company or Material Investors in the Company;
- (b) the Company issued a total of 4,000,000 Variation Loan Options pursuant to existing capacity available under Listing Rule 7.1. 3,000,000 Variation Loan Options were issued to Kongwell and 1,000,000 Variation Loan Options were issued to Dr Fu;
- (c) the Variation Loan Options were issued on 26 April 2023 and are exercisable at \$0.70 expiring on 31 December 2026;

- (d) a summary of the terms and conditions of the Variation Loan Options is set out in Schedule 3;
- (e) The Variation Loan Options were issued pursuant to each of the Amended Loan Agreements. A summary of the terms of the Amended Loan Agreements is set out in Schedule 4; and
- (f) a voting exclusion statement is included in Resolution 6 of the Notice.

7.3 Directors' Recommendation.

The Board of Directors recommends that Shareholders vote in favour of Resolution 6. The Chairman of the meeting intends to vote undirected proxies in favour of this Resolution.

8. BACKGROUND RESOLUTIONS 7 AND 8 – APPROVAL OF LOAN CONVERSION

As set out above, on 26 April 2023 the Company entered into the Amended Loan Agreements with each of the Lenders to amend the Original Loan Agreements.

Pursuant to the Amended Loan Agreements, the Company granted to each Lender the right to convert the amount owing under the Amended Loan Agreements to Shares (**Conversion Right**). In accordance with the Conversion Right, subject to Shareholder approval, the Lenders have a right to convert any or all of the Loan Amount and the Interest under the loan into Shares (**Converted Shares**) by providing notice to the Company prior to the maturity date for each Loan, being 30 September 2023 (**Maturity Date**) (**Conversion Notice**).

Upon receipt of a Conversion Notice, the Converted Shares to be issued to the Lenders (as applicable) will be issued at a price equal to the lower of:

- (a) the lowest VWAP of Shares for each calendar month between 1 January 2023 and 30 September 2023 (inclusive); and
- (b) the price of any Shares issued by the Company as part of any capital raise between 1 January 2023 and 30 September 2023 (inclusive).

The Converted Shares to be issued following receipt of a Conversion Notice will be issued within 5 Business Days of the Maturity Date and will constitute full and final payment of the relevant portion of the Loan Amount.

Resolutions 7 and 8 seek Shareholder approval to grant the Conversion Rights and issue the Converted Shares to Dr Fu and Kongwell respectively pursuant to the Conversion Rights, for the purposes of ASX Listing Rule 7.1.

9. RESOLUTIONS 7 AND 8 – APPROVAL OF LOAN CONVERSION

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more Equity Securities during any 12-month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12-month period.

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 ASX Listing Rule 7.1.

Accordingly, under Resolutions 7 and 8, the Company seeks from Shareholders approval for the grant of the Conversion Rights and the issue of Converted Shares pursuant to the Conversion Rights under ASX Listing Rule 7.1.

If Resolutions 7 and 8 are passed, the issue of any Converted Shares to Dr Fu and Kongwell under their respective Conversion Rights will be excluded in calculating the Company's 15% limit in ASX 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 of issue of the Converted Shares.

If Resolutions 7 and 8 are not passed, the issue of any Converted Shares to Dr Fu and Kongwell under their respective Conversion Rights will be included in calculating the Company's 15% limit in ASX Listing Rule 7.1, effectively decreasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the date of issue of the Converted Shares.

9.1 **Resolution 7 - Technical information required by Listing Rule 7.3**

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to Resolution 7:

- (a) the Conversion Right will be granted to Dr Fu. Dr Fu is not a related party of the Company or a Material Investor in the Company;
- (b) subject to Shareholder approval, the Company will grant the Conversion Right to Dr Fu. Pursuant to the Conversion Right, Dr Fu will have a right to be issued the Converted Shares.

The maximum of number of Converted Shares that may be issued to Dr Fu following a Conversion Notice is calculated using the following formula:

$$\text{Maximum number of Converted Shares} = \frac{(A + B)}{C}$$

Where:

A = Loan Amount owing

B = Interest owing;

C = the lowest of the following:

- (i) the lowest VWAP of Shares for each calendar month between 1 January 2023 and 30 September 2023 (inclusive); and
- (ii) the price of any Shares issued by the Company as part of any capital raise between 1 January 2023 and 30 September 2023 (inclusive).

For illustrative purposes, using the formula above, if:

A = US\$2 million (A\$2,955,956.25);

B = A\$177,357.38; and

C = \$0.56, being the lowest price of Shares between 1 January 2023 and the date of this Notice,

the maximum number of Converted Shares will be 5,595,202.

This is on the basis that:

- (i) the Converted Shares are issued at an issue price of \$0.56, being the lowest trading price of Shares between 1 January 2023 and the date of this Notice; and

- (ii) Dr Fu converts the entire Loan Amount of US\$2 million (A\$2,955,956.25) and Interest of A\$177,357.38 into Shares.
- (c) any Shares to be issued following receipt of a Conversion Notice by the Company will rank equally with the Company's existing Shares;
- (d) the Conversion Right will be granted to Dr Fu on the date of Shareholder approval and in any event, within 3 months from date of obtaining shareholder approval. Any Converted Shares to be issued following receipt of a Conversion Notice by the Company will be issued within 5 Business Days of the Maturity Date;
- (e) the Company will grant the Conversion Right as comfort for a loan of US\$2 million (A\$2,955,956.25) from Dr Fu pursuant to the Amended Loan Agreement. No consideration will otherwise be payable for the Conversion Right or the Converted Shares;
- (f) a summary of the terms and conditions of the Amended Loan Agreement is set out in Schedule 4; and
- (g) a voting exclusion statement is included in Resolution 7 of the Notice.

9.2 Resolution 8 - Technical information required by Listing Rule 7.3

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to Resolution 8:

- (a) the Conversion Right will be granted to Kongwell. Kongwell is not a related party or a Material Investor of the Company;
- (b) subject to Shareholder approval, the Company will grant the Conversion Right to Kongwell. Pursuant to the Conversion Right, Kongwell will have a right to be issued the Converted Shares.

The maximum of number of Converted Shares that may be issued to Kongwell following a Conversion Notice is calculated using the following formula.

$$\text{Maximum number of Converted Shares} = \frac{(A + B)}{C}$$

Where:

A = Loan Amount owing

B = Interest owing;

C = the lowest of the following:

- (i) the lowest VWAP of Shares for each calendar month between 1 January 2023 and 30 September 2023 (inclusive); and
- (ii) the price of any Shares issued by the Company as part of any capital raise between 1 January 2023 and 30 September 2023 (inclusive).

For illustrative purposes, using the formula above, if:

A = US\$6 million (A\$8,995,800);

B = US\$360,000 (A\$539,748); and

C = \$0.56, being the lowest price of Shares between 1 January 2023 and the date of this Notice,

the maximum number of Converted Shares will be 17,027,764.

This is on the basis that:

- (i) the Converted Shares are issued at an issue price of \$0.56, being the lowest trading price of Shares between 1 January 2023 and the date of this Notice;
 - (ii) Kongwell converts the entire Loan Amount of US\$6 million and Interest of US\$360,000 into Shares; and
 - (iii) the exchange rate of 1.4993 is used to convert the Loan Amount and the Interest in US dollars to Australian dollars. The exchange rate is the exchange rate (mid-rate) as published on the Bloomberg Screen "USD:AUD" at 3.20pm WST on the date of this Notice, being the exchange rate stipulated in the Amended Loan Agreement.
- (c) Any Converted Shares to be issued following receipt of a Conversion Notice by the Company will rank equally with the Company's existing Shares;
 - (d) the Conversion Right will be granted to Kongwell on the date of Shareholder approval and in any event, within 3 months from date of obtaining shareholder approval. Any Converted Shares to be issued following receipt of a Conversion Notice by the Company will be issued within 5 Business Days of the Maturity Date;
 - (e) the Company will grant the Conversion Right as comfort for a loan of US\$6 million from Kongwell pursuant to the Amended Loan Agreement. No consideration will otherwise be payable for the Conversion Right or the Converted Shares;
 - (f) a summary of the terms and conditions of the Amended Loan Agreement is set out in Schedule 4; and
 - (g) a voting exclusion statement is included in Resolution 8 of the Notice.

9.3 Directors' Recommendation

The Directors believe that Resolutions 7 and 8 are in the best interests of the Company and unanimously recommend that Shareholders vote in favour of each of Resolutions 7 and 8.

10. ENQUIRIES

Shareholders are required to contact the Company Secretary, Mr Matthew Foy, on (+61 8) 9420 8270 if they have any queries in respect of the matters set out in these documents.

GLOSSARY

\$ means Australian dollars.

Amended Loan Agreement has the meaning in section 7.

Annual General Meeting or **Meeting** means the meeting convened by the Notice.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited.

ASX Listing Rules means the Listing Rules of ASX.

Board means the current board of directors of the Company.

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

Chair means the Chair of the Meeting.

Class Orders refers to ASIC Class Orders 14/1000 and 14/1001 after 1 March 2023.

Closely Related Party of a member of the Key Management Personnel means:

- (a) a spouse or child of the member;
- (b) a child of the member's spouse;
- (c) a dependent of the member or the member's spouse;
- (d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;
- (e) a company the member controls; or
- (f) a person prescribed by the Corporations Regulations 2001 (Cth).

Company means Tietto Minerals Limited (ACN 143 493 118).

Constitution means the Company's constitution.

Conversion Notice has the meaning given in section 8.

Conversion Right has the meaning given in section 8.

Converted Shares has the meaning given in section 8.

Corporations Act means the Corporations Act 2001 (Cth).

Directors means the current directors of the Company.

Directors' Report means the annual directors' report prepared under Chapter 2M of the Corporations Act for the Company and its controlled entities.

Dr Fu means Dr Minlu Fu.

Explanatory Statement means the explanatory statement accompanying the Notice.

HAIL means Hongkong Ausino Investment Ltd.

Incentive Securities has the meaning given in section 5.1.

Key Management Personnel has the same meaning as in the accounting standards and broadly includes those persons having authority and responsibility for planning, directing

and controlling the activities of the Company, directly or indirectly, including any director (whether executive or otherwise) of the Company.

Kongwell means Kongwell Management Limited.

Lenders means each of Dr Fu and Kongwell.

Loan Options has the meaning given in section 6.1.

Material Investor means:

- (a) a related party of the entity;
- (b) a member of the Company's Key Management Personnel;
- (c) a substantial holder in the Company;
- (d) an adviser to the entity; or
- (e) an associate of any of the above,

where such person or entity is being issued more than 1% of the Company's current issued capital.

Maturity Date means 30 September 2023.

Notice or **Notice of Meeting** or **Notice of Annual General Meeting** means this notice of annual general meeting including the Explanatory Statement and the Proxy Form.

Option means an option to acquire a Share.

Ordinary Securities has the meaning set out in the ASX Listing Rules.

Original Loan Agreement has the meaning given in section 6.1.

Plan means the Tietto Minerals Ltd Long Term Incentive Plan.

Proxy Form means the proxy form accompanying the Notice.

Remuneration Report means the Remuneration Report set out in the Directors' Report section of the Company's financial report for the period ended 31 December 2022.

Resolutions means the resolutions set out in this Notice, or any one of them, as the context requires.

Restricted Voter means a member of Key Management Personnel or a Closely Related Party of such a member.

Spill Meeting has the meaning given in section 2.2.

Spill Resolution has the meaning given in section 2.2.

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

Shareholder means a holder of a Share.

Variation Loan Options has the meaning given in section 7.1.

VWAP means volume weighted average price.

WST means Australia Western Standard Time as observed in Perth, Western Australia.

SCHEDULE 1 – SUMMARY OF THE LONG TERM INCENTIVE PLAN

The Directors have adopted the Plan, to enable eligible persons to be granted options, performance rights and Shares (**Awards**), the principal terms of which are summarised below:

- (a) (**Eligibility**) The Board may, in its absolute discretion, invite an “Eligible Person” to participate in the Plan. An “Eligible Person” means a person that is a “primary participant” (as that term is defined in Division 1A of Part 7.12 of the Corporations Act) in relation to the Company or an associated body corporate and has been determined by the Board to be eligible to participate in the Plan from time to time.
- (b) (**Offer**) Following determination that an Eligible Person may participate in the Plan, the Board may make an offer to that person by an offer letter setting out the terms of the offer and any Conditions which may apply to the offer or the Awards (**Offer Letter**).
- (c) (**Issue Cap**) Unless the Company is unlisted or the Company constitution provides otherwise, the Company must not make an offer of Awards for monetary consideration under the Plan, where the total number of Shares to be issued under the Plan (**Plan Shares**) (or that will be issued upon conversion of convertible securities to be issued), when aggregated with the number of Plan Shares that may be issued as a result of offers made under the Plan, at any time during the previous 3 year period, would exceed 5% of the total number of Shares on issue at the date of the offer.

The Plan does not contain an issue cap on the number of Awards that may be issued for no monetary consideration, however the Board have decided to impose a cap of 20,000,000 Awards where no consideration is payable. This does not include the issue of Awards that are otherwise approved by Shareholders.

- (d) (**Disclosure**) All offers of Awards under the Plan for no monetary consideration are made pursuant to Division 1A of Part 7.12 of the Corporations Act and accordingly the Company will not issue a disclosure document for such an offer.

If the Company makes an offer to issue Awards under the Plan for monetary consideration, the Company will comply with the disclosure requirements in Division 1A of Part 7.12 of the Corporations Act.

- (e) (**Nature of Awards**) Each option or performance right entitles the holder, to subscribe for, or be transferred, one Share. Any Shares acquired as an Award or pursuant to the exercise of an Award will rank equally with all existing Shares from the date of acquisition.
- (f) (**Vesting**) Awards may be subject to exercise conditions, performance hurdles or vesting conditions (**Conditions**). These Conditions must be specified in the Offer Letter to Eligible Persons. In the event that a takeover bid for the Company is declared unconditional, there is a change of control in the Company, or if a merger by way of a scheme of arrangement has been approved by a court, then the Board may determine that:

- (i) all or a percentage of unvested options will vest and become exercisable;
 - (ii) all or a percentage of performance rights will be automatically exercised;
 - and
 - (iii) any Shares issued or transferred to a holder under the Plan that have restrictions (on their disposal, the granting of any security interests in or over, or otherwise on dealing with), will be free from any restrictions on disposal.
- (g) **(Exercise Period)** The period during which a vested Award may be exercised will commence when all Conditions have been satisfied, waived by the Board, or are deemed to have been satisfied under the rules of the Plan and the Company has issued a vesting notification to the holder, and ends on the Expiry Date (as defined at (j)(iv) below).
- (h) **(Disposal restrictions)** Awards granted under the Plan may not be assigned, transferred, novated, encumbered with a security interest (such as a mortgage, charge, pledge, lien, encumbrance or other third party interest of any nature) over them, or otherwise disposed of by a holder, other than to a nominated party (such as an immediate family member, trustee of a trust or company) in accordance with the Plan, unless:
- (i) the prior consent of the Board is obtained; or
 - (ii) such assignment or transfer occurs by force of law upon the death of a holder to the holder's legal personal representative.
- (i) **(Cashless exercise)** Optionholders may, at their election, elect to pay the exercise price for an option by setting off the exercise price against the number of Shares which they are entitled to receive upon exercise of the option (**Cashless Exercise Facility**). By using the Cashless Exercise Facility, the optionholder will receive Shares to the value of the surplus after the exercise price has been set off.

If an optionholder elects to use the Cashless Exercise Facility, the optionholder will only be issued that number of Shares (rounded down to the nearest whole number) as are equal to the value of the difference between the exercise price otherwise payable for the options and the then market value of the Shares at the time of exercise (determined as the volume weighted average price on the ASX over the five trading days prior to providing a notice of exercise).

- (j) **(Lapse)** Unvested Awards will generally lapse on the earlier of:
- (i) the cessation of employment, engagement or office of the holder;
 - (ii) the day the Board makes a determination that all unvested Awards and vested options of the holder will lapse because, in the opinion of the Board the holder has acted fraudulently or dishonestly, or is in material breach of his or her duties or obligations to the Company;
 - (iii) if any applicable Conditions are not achieved by the relevant time;
 - (iv) if the Board determines that any applicable Conditions have not been met and cannot be met prior to the date that is 5 years from the grant date of an Award or any other date determined by the Board and as specified in the Offer (**Expiry Date**); or
 - (v) the Expiry Date.

Where a holder of Awards ceases to be employed or engaged by the Company and is not a "Bad Leaver" (as that term is defined in the Plan), and the Awards have vested, they will remain exercisable until the Awards lapse in accordance with the Plan rules or if they have not vested, the Board will determine as soon as reasonably practicable after the date the holder ceases to be employed or

engaged, how many (if any) of those holder's Awards will be deemed to have vested and exercisable.

Where a holder becomes a "Bad Leaver" (as that term is defined in the Plan), all Awards, unvested or vested, will lapse on the date of the cessation of employment, engagement or office of that holder.

SCHEDULE 2 – TERMS AND CONDITIONS OF LOAN OPTIONS

1. **(Entitlement)**: Subject to the terms and conditions set out below, each Option entitles the holder to subscribe for one Share of the Company upon exercise of the Option.
2. **(Exercise Price)**: The amount payable upon exercise of each Option will be \$0.80 **(Exercise Price)**.
3. **(Expiry Date)**: Each Option will on 31 December 2024 **(Expiry Date)**. An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
4. **(Exercise Period)**: The Options are exercisable at any time and from time to time on or prior to the Expiry Date **(Exercise Period)**.
5. **(Quotation of the Options)**: The Company will not apply for quotation of the Options on ASX.
6. **(Transferability of the Options)**: The Options may not be assigned, transferred, novated, or encumbered with a security interest, other than with prior approval from the Company in its sole and absolute discretion, subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.
7. **(Notice of Exercise)**: The Options may be exercised by notice in writing to the Company in the manner specified on the Option certificate **(Notice of Exercise)** and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer, cheque or other means of payment acceptable to the Company. Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

Cheques shall be in Australian currency made payable to the Company and crossed "Not Negotiable". The application for Shares on exercise of the Options with the appropriate remittance should be lodged at the Company's registry.
8. **(Exercise Date)**: A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds **(Exercise Date)**.
9. **(Timing of issue of Shares)**: Within 10 Business Days after receipt of a Notice of Exercise given in accordance with these terms and conditions and payment of the Exercise Price for each Option being exercised, the Company will:
 - (a) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
 - (b) give ASX a notice that complies with section 708A(5)(e) of the Corporations Act or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
 - (c) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

If a notice delivered under paragraph 9(a) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such

notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

10. **(Shares issued on exercise):** Shares issued on exercise of the Options rank equally with the then Shares of the Company.
11. **(Quotation of Shares on exercise):** If admitted to the official list of ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options.
12. **(Reconstruction of capital):** If at any time the issued capital of the Company is reconstructed, all rights of an Option holder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.
13. **(Participation in new issues):** There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.
14. **(Change in exercise price):** An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.

SCHEDULE 3 – TERMS AND CONDITIONS OF VARIATION LOAN OPTIONS

1. **(Entitlement)**: Subject to the terms and conditions set out below, each Option entitles the holder to subscribe for one Share of the Company upon exercise of the Option.
2. **(Exercise Price)**: The amount payable upon exercise of each Option will be \$0.70 **(Exercise Price)**.
3. **(Expiry Date)**: Each Option will on 31 December 2026 **(Expiry Date)**. An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
4. **(Exercise Period)**: The Options are exercisable at any time and from time to time on or prior to the Expiry Date **(Exercise Period)**.
5. **(Quotation of the Options)**: The Company will not apply for quotation of the Options on ASX.
6. **(Transferability of the Options)**: The Options may not be assigned, transferred, novated, or encumbered with a security interest, other than with prior approval from the Company in its sole and absolute discretion, subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.
7. **(Notice of Exercise)**: The Options may be exercised by notice in writing to the Company in the manner specified on the Option certificate **(Notice of Exercise)** and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer, cheque or other means of payment acceptable to the Company. Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

Cheques shall be in Australian currency made payable to the Company and crossed "Not Negotiable". The application for Shares on exercise of the Options with the appropriate remittance should be lodged at the Company's registry.
8. **(Exercise Date)**: A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds **(Exercise Date)**.
9. **(Timing of issue of Shares)**: Within 10 Business Days after receipt of a Notice of Exercise given in accordance with these terms and conditions and payment of the Exercise Price for each Option being exercised, the Company will:
 - (a) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
 - (b) give ASX a notice that complies with section 708A(5)(e) of the Corporations Act or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
 - (c) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

If a notice delivered under paragraph 9(a) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after

becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

10. **(Shares issued on exercise)**: Shares issued on exercise of the Options rank equally with the then Shares of the Company.
11. **(Quotation of Shares on exercise)**: If admitted to the official list of ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options.
12. **(Reconstruction of capital)**: If at any time the issued capital of the Company is reconstructed, all rights of an Option holder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.
13. **(Participation in new issues)**: There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.
14. **(Change in exercise price)**: An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.

SCHEDULE 4 – SUMMARY OF AMENDED LOAN AGREEMENTS

On 14 December 2022, the Company entered into the Original Loan Agreements with each of Kongwell and Dr Fu. The parties varied each of these agreements by execution of the Amended Loan Agreements on 28 March 2023. The terms of each Amended Loan Agreement are as follows:

- (a) **(Loan):** Subject to payment of any interest to accrue under the loan:
- (i) Kongwell agrees to grant the Company an unsecured loan of \$US6 million; and
 - (ii) Dr Fu agrees to grant the Company an unsecured loan of US\$2 million.
- (b) **(Maturity Date)** The maturity date for each Amended Loan Agreement is 30 September 2023. The Company must repay each Loan (and interest) in full on the Maturity Date. The Company may voluntarily repay all or part of the Loan prior to the Maturity Date with the prior written consent of Kongwell or Dr Fu's (as applicable).
- (c) **(Purpose):** The Company agrees to use the Loan for general working capital and such other purposes as approved by Kongwell or Dr Fu (as applicable) in writing.
- (d) **(Issue of Options)** Subject to compliance with their respective obligations under the Amended Loan Agreements, the Company will issue each of Kongwell and Dr Fu (or their respective nominees) the following options (**Options**) in two tranches:
- (i) **Kongwell:**
 - (A) **Tranche 1:** 3 million Options exercisable at \$0.80 and expiring 31 December 2024; and
 - (B) **Tranche 2:** 3 million Options exercisable at \$0.70 and expiring 31 December 2026; and
 - (ii) **Dr Fu:**
 - (A) **Tranche 1:** 1 million Options exercisable at \$0.80 and expiring 31 December 2024; and
 - (B) **Tranche 2:** 1 million Options exercisable at \$0.70 and expiring 31 December 2026.
- (e) **(Conversion Right)** Subject to shareholder and any other regulatory approval, each of Kongwell and Dr Fu have the right to convert any or all of the Loan (including any interest accrued under the Loan) into Shares, by issuing a conversion notice (**Conversion Notice**) to the Company prior to the Maturity Date.
- (f) **(Converted Shares)** The Shares to be issued to Kongwell or Dr Fu (as applicable) following receipt of a Conversion Notice will be issued at a price equal to the lower of:
- (i) the lowest VWAP of Shares for each calendar month between 1 January 2023 and 30 September 2023 (inclusive); and
 - (ii) the price of any Shares issued by the Company as part of a capital raise between 1 January 2023 and 30 September 2023 (inclusive).

The issue of the Shares in accordance with a Conversion Notice will constitute full and final repayment of that portion of the Loan (and any interest specified in the Conversion Notice). Any Shares issued following a Conversion Notice will rank equally with the Company's existing Shares and the Company will apply for quotation of those Shares.

- (g) **(Interest)** Interest on each Loan will be calculated at a rate of 8% per annum. Interest will be payable on the Maturity Date, unless converted to Shares.

The maximum interest payable to each of Kongwell and Dr Fu is:

- (i) US\$360,000 to Kongwell;
- (ii) A\$177,357.38 to Dr Fu.

- (h) **(Security)** Each Loan is unsecured.

- (i) **(Other terms)** Each Amended Loan Agreement otherwise contains terms that are standard for agreements of that nature.

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 (WST) on Monday, 29 May 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.



BY MAIL:

Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:

Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:

meetings@automicgroup.com.au

BY FACSIMILE:

+61 2 8583 3040

All enquiries to Automic:

WEBSITE: <https://automicgroup.com.au/>

PHONE: 1300 288 664 (Within Australia)
+61 2 9698 5414 (Overseas)

