

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial holder**

To Company Name/Scheme TRIGG MINERALS LIMITED

ACN/ARSN 168 269 752

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

Name ANDROMEDA METALS LIMITED

ACN/ARSN (if applicable) 061 503 375

The holder became a substantial holder on 6 November 2023

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully Paid Ordinary Shares	29,500,000	29,500,000	7.87%

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Andromeda Metals Limited	Relevant interest pursuant to section 608(1)(a) of the <i>Corporations Act 2001</i> (Cth).	29,500,000

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Andromeda Metals Limited	Andromeda Metals Limited	Andromeda Metals Limited	29,500,000

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Andromeda Metals Limited	6 November 2023	-	See 'Annexure A' for copy of Terms Sheet	25,000,000 ordinary shares

Andromeda Metals Limited	10 November 2023	-	See 'Annexure A' for copy of Terms Sheet	4,500,000 ordinary shares
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## 6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association

## 7. Addresses

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

Name	Address
Andromeda Metals Limited	Level 10, 431 King William Street, Adelaide SA 5000

## Signature

print name

Bob Katsioularis

capacity

Managing Director & CEO

sign here



date

14 / 11 / 23

## DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person ( eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

**Annexure "A"**

**This is the Annexure of 15 pages marked "A" referred  
to in the form 603 Notice of initial substantial holder**

The copy of the Binding Terms Sheet between Andromeda Metals Limited, Rush Resources Limited, Adelaide Exploration Pty Ltd and Trigg Minerals Limited that forms part of this Annexure A and is referred to in the form 603 Notice of initial substantial holder is a true copy of the Binding Terms Sheet.

Signed by me and dated 14 November 2023



**Name: Bob Katsioularis**  
**Managing Director and CEO**  
**Andromeda Metals Limited**

# Binding Term Sheet

## Sale and Purchase of the Drummond Project

1.	Parties	<p>Andromeda Metals Limited ACN 061 503 375 (<b>Vendor</b>)</p> <p>Rush Resources Limited and ABN 87 658 471 928 (<b>Purchaser or Rush</b>)</p> <p>Adelaide Exploration Pty Ltd ACN 097 387 918 (<b>Company</b>)</p> <p>Trigg Minerals Limited ACN 168 269 752 (<b>TMG or Trigg</b>)</p>
2.	Proposed Transaction	<p>The Vendor owns 100% of the issued shares in the Company.</p> <p>The parties agree that the Vendor will sell, and the Purchaser will acquire, all of the issued shares in the Company (<b>Sale Shares</b>) in exchange for the issue of the Consideration Shares by the Purchaser to the Vendor, subject to satisfaction or waiver of the Conditions Precedent.</p> <p>The Purchaser has entered into a non-binding terms sheet with Trigg to acquire 100% of its issued shares which will result in the Purchaser will becoming a wholly owned subsidiary of Trigg (<b>RTO</b>). The Vendor will receive TMG shares for the Consideration Shares.</p> <p>This Binding Terms Sheet replaces the Binding Terms Sheet between the Purchaser, the Company and the Vendor dated 13 September 2022 (<b>Previous Terms Sheet</b>).</p> <p>As consideration for the Vendor entering into this Terms Sheet, the Purchaser agrees to pay to the Vendor a non-refundable amount of \$27,000 to satisfy all expenditure incurred by and internal administration costs of the Vendor in relation to the Company or the Tenements between 1 July 2023 and Completion (defined in item 6 below).</p>
3.	Tenements	<p>The Tenements refers to:</p> <ul style="list-style-type: none"> <li>a) EPM 18090 (subject to renewal);</li> <li>b) EPM 25660 (subject to renewal);</li> <li>c) EPM 26155;</li> <li>d) EPM 26154 (subject to renewal); and</li> <li>e) EPM 27501,</li> </ul> <p>all of which are located in Queensland, including any application for and any extension, renewal, conversion or substitution of any of those titles.</p>
4.	Consideration Shares	<p>The Consideration Shares refers to \$250,000 worth of fully paid ordinary shares in Trigg, at a price being the 5-day VWAP of the TMG share price for the 5 days TMG shares actually traded up to the date of Completion.</p>
5.	Conditions Precedent	<p>The Proposed Transaction is conditional on:</p> <ul style="list-style-type: none"> <li>(a) The ASX confirming that: <ul style="list-style-type: none"> <li>i. ASX Listing Rule 11.1.2 and 11.1.3 do not apply to the RTO (or if it applies, ASX requires only Trigg Minerals shareholder approval under ASX Listing Rule 11.1.2); and</li> <li>ii. the Consideration Shares and Reimbursement Shares will not be subject to any restriction or escrow.</li> </ul> </li> </ul>

		<p>(b) The Purchaser entering a binding agreement for the RTO with Trigg which will include the following conditions precedent:</p> <ol style="list-style-type: none"> <li>Trigg and Rush completing due diligence in relation to the RTO on the other party and its assets;</li> <li>Trigg obtaining all necessary shareholder approvals for the RTO in accordance with the requirements of the ASX Listing Rules, the <i>Corporations Act 2001 (Cth)</i> (<b>Corporations Act</b>) and Trigg's constitution;</li> <li>Rush Resources obtaining all necessary shareholder approvals for the contemplated transaction, in accordance with the Corporations Act and Rush Resources' constitution; and</li> <li>Trigg raising a minimum of \$500,000 (before costs) by way of a placement prior to announcement of the RTO (<b>Trigg Placement</b>);</li> </ol> <p>(c) Trigg completing the Trigg Placement.</p> <p>If the conditions are not satisfied or waived by the Vendor by 30 September 2023 (<b>End Date</b>), then either party may terminate this Term Sheet by written notice to the other party.</p> <p>The Parties will use their best efforts to ensure that the Conditions Precedent are satisfied before the End Date.</p>
6.	Completion Date	Completion of the Proposed Transaction ( <b>Completion</b> ) will occur after Conditions Precedent are either satisfied or waived and at the same time as completion of the RTO.
7.	Continuity	Until Completion the Company must not do anything other than carry on the business of the Company in the ordinary course.
8.	Reimbursement	<p>a) The Purchaser must reimburse the Vendor for all expenditure of \$45,000 excluding GST (<b>Reimbursement Amount</b>), incurred by the Vendor in respect of the Tenements from 1 August 2022 until 30 June 2023 and such reimbursement will be satisfied at Completion by way of an additional issue of ordinary TMG shares for \$45,000 excluding GST (<b>Reimbursement Shares</b>) at a price per share, being the 5 day VWAP of TMG share price for the 5 days TMG shares actually traded up to Completion.</p> <p>The total Reimbursement Amount will be agreed and finalised as soon as practicable after 30 June 2023.</p> <p>The Vendor will not be entitled to Reimbursement Shares if the Conditions Precedent are not met or waived.</p>
9.	Application for Consideration Shares and Reimbursement Shares	<p>a) This item 9 of the Term Sheet shall operate as an application by the Vendor for the issue to the Vendor of the Consideration Shares and Reimbursement Shares (if any), without the necessity for any separate instrument of application by the Vendor.</p> <p>b) Upon issue to the Vendor of the Consideration Shares and Reimbursement Shares (if any), the Vendor:</p> <ol style="list-style-type: none"> <li>agrees to accept the Consideration Shares and Reimbursement Shares (if any);</li> <li>agrees to be bound by Trigg's constitution; and</li> <li>authorises its name to be placed on the register of shareholders of Trigg as the legal and beneficial owner of the Consideration Shares and Reimbursement Shares.</li> </ol>
10.	No Restricted Securities	Trigg warrants that Consideration Shares and Reimbursement Shares will not be escrowed.

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|---------------------------------------|--|
| 11. Amendment of Tenement Conditions  | <ul style="list-style-type: none"> <li>a) The parties acknowledge that the Company has, in consultation with the Purchaser, applied to the relevant Minister to reduce the expenditure commitments to the actual expenditure incurred by the Purchaser and the Company for EPM 25660;</li> <li>b) Prior to Completion, an application will also need to be made to the relevant Minister to reduce the expenditure commitment to the actual expenditure incurred by the Purchaser and the Company for EPM 26154.</li> <li>c) The Purchaser will be liable for all fees associated with the above applications. The parties acknowledge that there is no guarantee that any of the application will be successful.</li> </ul>   |
| 12. Maintenance of Tenements          | <ul style="list-style-type: none"> <li>a) The Vendor will pay Tenement fees and make any lodgements in relation to the Tenements required by the Purchaser to keep the Tenements in good standing from the date of this Terms Sheet until the earlier of Completion and termination (including the application referred to in item 11(b)), provided that the Purchaser provides all necessary information to the Vendor. For the avoidance of doubt, no exploration work will be undertaken by the Vendor on the Tenements in the period from execution of this Terms Sheet to Completion.</li> <li>b) Any expenditure other than the payment of rents, statutory fees and access and compensation payments requires the prior approval of the Purchaser such approval not to be unreasonably withheld or delayed.</li> <li>c) The Purchaser indemnifies the Vendor from and against any liabilities incurred by the Vendor as a result of the Purchaser failing to comply with its obligations above.</li> <li>d) The Vendor agrees to maintain the existing environmental bonds relating to the Tenements and held by the Company with the Queensland Authorities, as listed in the Schedule. Trigg will refund the Vendor for the bonds in cash on Completion (<b>Environmental Bond Refund</b>).</li> <li>e) In the event of Termination, the Purchaser will allow the Vendor to utilise its costs towards expenditure commitments for reporting purposes without expectation of refund or compensation.</li> <li>f) In the event the Conditions Precedent are not met or waived, the Purchaser and its officers will not be liable for expenditure commitments (other than the amount specified under item 2 which is not refundable).</li> </ul> |
| 13. Vendor Actions on Completion Date | <p>On the Completion Date, the Vendor must deliver to the Purchaser:</p> <ul style="list-style-type: none"> <li>a) duly executed releases of each encumbrance affecting the Sale Shares (if any) other than those arising after the date of execution of this Term Sheet as a result of the acts or omissions of the Purchaser;</li> <li>b) deliver to the Purchaser a duly executed and completed transfer in favour of the Purchaser of the Sale Shares, in registrable form together with the relevant share certificate;</li> <li>c) cause the board of directors of the Company to resolve that the transfer of the Sale Shares be approved and registered including the cancellation of the current share certificate in the name of the Vendor and the issue of a new share certificates for the Sale Shares in the name of the Purchaser;</li> <li>d) cause the individuals nominated by the Purchaser prior to Completion to be appointed as directors and secretary (as applicable) of the Company with effect from Completion and accepting the resignations of the current directors, secretaries and public officer of the Company;</li> <li>e) cause the change, with effect from Completion, of all authorities relating to bank accounts of the Company to include signatories of the Purchaser;</li> <li>f) deliver to the Purchaser all records of the Company, including all information and files with respect to the Tenements including, but not limited to:</li> </ul>  |

		<ul style="list-style-type: none"> <li>i) all technical information with respect to the Tenements;</li> <li>ii) all records and files maintained with respect to the Tenements; and</li> <li>iii) all documents and data required by the Purchaser in order to discharge all statutory reporting obligations under the Mineral Resources Act 1989 (QLD) with respect to the Tenements;</li> </ul> <p>g) deliver to the Purchaser the corporate register for the Company (including the certificate of incorporation or registration, the constitution, the ASIC corporate key, the minute books and other records of meetings or resolutions of members and directors, the register of members, register of options and register of charges) in proper order and condition and fully entered up to the Completion Date;</p> <p>h) deliver to the Purchaser resignations of the current directors, secretaries and public officers of the Company with no claims from Completion; and</p> <p>i) any other document reasonably required in order to vest full legal and beneficial ownership, title, possession and benefit of the Sale Shares in the Purchaser.</p>
14.	Purchaser Actions on Completion Date	<p>On the Completion Date, the Purchaser must:</p> <ul style="list-style-type: none"> <li>a) deliver to the Vendor counterparts of all documents that the Vendor is required to deliver at Completion to which the Purchaser is a party, or which otherwise contemplates execution by the Purchaser, duly executed by the Purchaser; and</li> </ul> <p>provide to the Company a written consent to act as director, secretary and public officer in respect of each of the individuals nominated by the Purchaser prior to Completion.</p>
15.	Trigg's Actions on and after the Completion Date	<p>On the Completion Date, Trigg must:</p> <ul style="list-style-type: none"> <li>a) issue the Consideration Shares, Environmental Bond Refund and Reimbursement Shares, and a share certificate or holding statement for the Consideration Shares and Reimbursement Shares (if any), to the Vendor;</li> <li>b) lodge a cleansing notice that complies with section 708A(5)(e), (6), (7) and (8) of the Corporations Act;</li> <li>c) make all ASX and ASIC lodgements required in relation to the issue of the Consideration Shares and Reimbursement Shares; and</li> <li>d) pay to the Vendor the Environmental Bond Refund in cash.</li> </ul> <p>Trigg will comply with subsection 708A(9) of the Corporations Act to correct any defective ASX Cleansing Statement should it become aware of a defect within 12 months of the date of issue of the Consideration Shares or Reimbursement Shares.</p>
16.	Interdependence	<p>The obligations of the parties in respect of Completion are interdependent and interdependent on completion of the RTO (<b>RTO Completion</b>) at the same time. All actions at Completion and RTO Completion are deemed to take place simultaneously and no delivery or payment will be deemed to have been made until all deliveries and payments have been made other than in accordance with this Term Sheet.</p>
17.	Title and Risk	<p>Title to, and risk in, the Sale Shares passes to the Purchaser on and from the Completion Date.</p>
18.	Tax Returns	<ul style="list-style-type: none"> <li>a) The Vendor shall be responsible for the preparation of the income tax return for the Company for the period from 1 July 2023 until Completion (<b>Stub Period</b>).</li> <li>b) The Purchaser shall be responsible for preparation of the income tax return for the Company for the period after the Stub Period.</li> </ul>

- c) The parties will cooperate and provide assistance and access to documents as the other party may reasonably require in order to facilitate the preparation of the relevant tax returns.

19. Mutual Warranties

Each party represents and warrants to each other party that:

- a) it is validly existing under the laws of its place of incorporation or registration;
- b) it has the power to enter into and perform its obligations under this Term Sheet and to carry out the transactions contemplated by this Term Sheet;
- c) it has taken all necessary action to authorise its entry into and performance of this Term Sheet and to carry out the transactions contemplated by this Term Sheet;
- d) its obligations under this Term Sheet are valid and binding and enforceable against it in accordance with their terms; and
- e) the execution, delivery and performance by it of this Term Sheet (and any other agreement required to be entered into by it in connection with this Term Sheet) will not, subject to satisfaction of the Conditions Precedent:
  - i) result in a breach of, or constitute a default under, any agreement or arrangement to which it is party or by which it is bound; or
  - ii) result in a breach of any law or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it is bound.

20. Trigg Warranties

Trigg warrants to the Vendor that as at the date of this Terms Sheet and the Completion Date:

- a) it is not involved in any litigation, arbitration or administrative proceeding relating to claims nor is any such litigation, arbitration or administrative proceeding pending or threatened; and
- b) it is not in material breach of any provision of any relevant laws or material contract to which it is a party;
- c) no statutory, governmental or other consent, authority or permission is necessary for the execution and performance by Trigg of this Terms Sheet;
- d) it has not gone, or proposed to go, into liquidation nor has it passed a winding-up resolution or commenced steps for winding-up or dissolution;
- e) it has not received a deregistration notice under section 601AB of the Corporations Act 2001 or applied for deregistration under section 601AA of the Corporations Act 2001;
- f) it has not been presented or threatened with a petition or other process for winding-up or dissolution and there are no circumstances justifying a petition or other process;
- g) no receiver, receiver and manager, judicial manager, liquidator, administrator, official manager has been appointed, or is threatened or expected to be appointed, over the whole or a substantial part of the undertaking or property of Trigg, and there are no circumstances justifying such an appointment;
- h) it has not entered into, or taken steps or proposed to enter into, any arrangement, compromise or composition with or assignment of the benefit of its creditors or class of them;
- i) the Vendor will acquire at Completion:
  - iii) the full legal and beneficial ownership of the Consideration Shares and Reimbursement Shares free and clear of all encumbrances, subject to registration of the Vendor in Trigg's register of members;
  - iv) the Consideration Shares and Reimbursement Shares that are free of competing rights, including pre-emptive rights or rights of first refusal; and



		<p>v) the Consideration Shares and Reimbursement Shares that are fully paid and have no money owing in respect of them;</p> <p>j) it is not issuing the Consideration Shares or Reimbursement Shares for the purpose of the Vendor selling or transferring them or granting issuing or transferring interests in, or options over them within 12 months after their issue;</p> <p>k) there is no ASIC determination pursuant to subsection 708A(2) of the Corporations Act in force in respect of Trigg;</p> <p>l) it satisfies each of the preconditions to the case 1 exemption set out in subsection 708A(5)(a) – (d) of the Corporations Act;</p> <p>m) as at the date of the lodgement of the ASX Cleansing Statement, Trigg has, and will have, complied with:</p> <p>(i) the provisions of Chapter 2M of the Corporations Act as they apply to Trigg; and</p> <p>(ii) section 674 of the Corporations Act; and</p> <p>there is no excluded information relating to Trigg of the kind referred to in clause 708A(6)(e), (7) and (8) of the Corporations Act other than the transaction contemplated by this Terms Sheet.</p>
21.	Purchaser and Trigg Indemnities	<p>The Purchaser indemnifies the Vendor and its officers against any claims or liabilities arising as a result of a breach by the Purchaser of a Mutual Warranty or a Purchaser Warranty.</p> <p>Trigg indemnifies the Purchaser and its officers against any claims, loss or liabilities arising as a result of a breach by Trigg of a Mutual Warranty or Trigg Warranty.</p> <p>The Purchaser indemnifies the Vendor and its officers against any claims or liabilities arising as a result of Termination.</p>
22.	Vendor Warranties	<p>The Vendor warrants that as at the Completion Date:</p> <p>a) it is the sole legal and beneficial owner of the Sale Shares;</p> <p>b) it is able to sell and transfer full legal and beneficial title to the Sale Shares;</p> <p>c) the Sale Shares are fully paid and no money is owing in respect of them;</p> <p>d) there is no restriction on the transfer of the Sale Shares to the Purchaser on the terms of this Term Sheet;</p> <p>e) the Vendor has not disposed of, agreed to dispose of, or granted any option to purchase, the Sale Shares or any interest in the Sale Shares other than under the terms of this Term Sheet and the Previous Terms Sheet;</p> <p>f) the Sale Shares comprise 100% of the issued share capital in the Company;</p> <p>g) all of the issued shares in the capital of the Company are validly allotted and issued and were not allotted or issued or transferred in breach of any:</p> <p>i) pre-emptive or similar rights of any person; or</p> <p>ii) contract which is binding on the Company;</p> <p>h) the Company is not under any obligation, and no person has claimed that the Company has any obligation, whether or not subject to any condition, to:</p> <p>i) convert, issue, allot, create, sell, transfer or otherwise dispose of any securities or to subscribe for or acquire any securities;</p> <p>ii) enter into any agreement in respect of the rights to vote which are conferred in respect of any securities; or</p> <p>iii) grant any warrant, option or right of first refusal or offer in respect of any securities;</p>

		<ul style="list-style-type: none"> <li>i) the Company will have no outstanding liabilities (including for tax) except as disclosed in the balance sheet as attached as Annexure A to this Term Sheet;</li> <li>j) the Vendor is not involved in any litigation, arbitration or administrative proceeding relating to claims or amounts relating to the Vendor nor is any such litigation, arbitration or administrative proceeding pending or threatened;</li> <li>k) the Vendor is not in material breach of any provision of any relevant laws or material contract to which the Vendor is a party;</li> <li>l) the Tenements will be in good standing, full force and effect and not liable to forfeiture, surrender or suspension under the Mineral Resources Act 1989 (QLD), subject to the applications under item 11 being granted and subject to item 12(a); and</li> <li>m) the Tenements will not be subject to any encumbrances other than those arising after the date of execution of this Term Sheet as a result of the acts or omissions of the Purchaser.</li> </ul>
23.	Vendor Indemnities	<p>The Vendor indemnifies the Purchaser and its officers against any claims or liabilities arising as a result of a breach by the Vendor of a Mutual Warranty or a Vendor Warranty.</p> <p>The Vendor's total aggregate liability under the indemnity will be limited to \$250,000, noting that the Purchaser's sole remedy for a breach of a Vendor Warranty will be the redemption, buy back or cancellation of Consideration Shares issued to the Vendor on the Completion Date (pro rata with respect to the amount of the claim, and based on the value of the shares at the time of the relevant claim).</p>
24.	Termination	<ul style="list-style-type: none"> <li>a) This Term Sheet may be terminated at any time by either party if the other party is in material breach of a term of this Term Sheet provided that: <ul style="list-style-type: none"> <li>i) such party has given notice to the other party setting out the relevant circumstances and stating an intention to terminate and the relevant circumstances have continued to exist for ten (10) business days from the time such notice is given; and</li> <li>ii) such party has given a further notice in writing to the other party stating that the Term Sheet is terminated.</li> </ul> </li> <li>b) Termination of this Term Sheet does not affect any accrued rights or remedies either party may have.</li> <li>c) Any other term by its nature intended to survive termination of this Term Sheet, including any indemnity or obligation of confidence under this Term Sheet, survives termination of this Term Sheet.</li> </ul>
25.	Public Announcements	<ul style="list-style-type: none"> <li>a) A party shall not be precluded from making any public announcement, or statement in any prospectus, registration statement or similar document which is reasonably necessary to comply with any statutory or regulatory obligation including, but not limited to, disclosure obligations under the laws applicable to such party or pursuant to any securities exchange listing requirements.</li> <li>b) Any party proposing to make such public announcement or statement shall use all reasonable endeavours to provide at least two (2) business days' notice of the intended announcement or statement to the other parties, give that other party an opportunity to comment and take into account such comments.</li> <li>c) If the Vendor provides comments or proposed changes to a public announcement or statement provided to it by the Purchaser, the Purchaser must incorporate the Vendor's reasonable comments on the public announcement or statement prior to its release.</li> </ul>

		d) If the Purchaser provides comments or proposed changes to a public announcement or statement provided to it by the Vendor, the Vendor must incorporate the Purchaser's reasonable comments on the public announcement or statement prior to its release.
26.	Confidentiality	<p>A party may only use confidential information of another party for the purposes of this Term Sheet, and must keep (and must procure that its related bodies corporate also keep) the existence and the terms of this Term Sheet, any other agreement required to be entered into by it in connection with this Term Sheet, the transactions contemplated by those agreements and any other confidential information of another party confidential except where:</p> <p>a) the information is public knowledge (but not because of a breach of this Term Sheet) or the party has independently created the information;</p> <p>b) disclosure is required by law or a regulatory body (including a relevant stock exchange) and (if practicable) the notifying party has taken reasonable action to minimise the extent of such disclosure and has given the other party a reasonable opportunity to comment on the contents of, and the requirement for, the disclosure and uses its reasonable endeavours to take those comments into account in any disclosure; or</p> <p>c) disclosure is made to a representative of that party who must know for the purposes of this Term Sheet on the basis that the representative keeps the information confidential.</p>
27.	Costs	<p>Each party will bear its own costs of negotiating, preparing and executing this Term Sheet.</p> <p>The Purchaser must pay any stamp duty payable, and all statutory costs arising, in respect of the Proposed Transaction.</p>
28.	Notices	<p>Each notice authorised or required to be given to a Party shall be in writing and may be delivered personally or sent by properly addressed prepaid mail in each case addressed to the Party at its address set out in below:</p> <p>In the case of the Vendor:  Address: Level 10, 431 King William St, Adelaide SA 5000  Email: <a href="mailto:sarah.clarke@andromet.com.au">sarah.clarke@andromet.com.au</a>  Attention: Ms Sarah Clarke</p> <p>In the case of the Company:  Address: Level 10, 431 King William St, Adelaide SA 5000  Email: <a href="mailto:sarah.clarke@andromet.com.au">sarah.clarke@andromet.com.au</a>  Attention: Ms Sarah Clarke</p> <p>In the case of the Purchaser:  Address: 283 Rokeby Road Subiaco WA 6008  Email: <a href="mailto:jay.stephenson@foresthouse.com.au">jay.stephenson@foresthouse.com.au</a>  Attention: Jay Stephenson</p> <p>In the case of Trigg:  Address: Suite 1, 295 Rokeby Road, Subiaco, Western Australia 6008  Email: <a href="mailto:cossec@trigg.com.au">cossec@trigg.com.au</a>  Attention: Dan Robinson</p>
29.	Dispute Resolution	In the event that a dispute between the parties arises in relation to this Term Sheet, the parties will initially seek to resolve the dispute by good faith

		<p>negotiations between nominated representatives of each party over a period of ten (10) business days commencing on the date that either party first advises the other party of the existence of the dispute.</p> <p>If those negotiations fail to resolve the dispute, the matter may be referred by either party to an independent expert for determination. The parties must use their best endeavours to agree on the identification and appointment of the independent expert.</p>
30.	Binding Term Sheet	The parties acknowledge and agree that this Term Sheet is binding on the parties subject to the satisfaction or waiver of the Conditions Precedent. The parties acknowledge and agree that their intention is to enter into binding contractual obligations in relation to the matters set out in this Term Sheet and the key commercial terms set out above and that this Term Sheet is binding on them with effect on and from the date of execution.
31.	Counterparts	This Term Sheet may be executed in two or more counterparts having the same content, which upon being exchanged shall be deemed to be a single instrument.
32.	Assignment	A party may only assign this Term Sheet or a right under this Term Sheet with the prior written consent of each other party.
33.	No Merger	The rights and obligations of the parties under this Term Sheet do not merge on completion of any transaction contemplated by this Term Sheet.
34.	Entire Agreement	This Term Sheet constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with the subject matter.
35.	Further Action	Each party must do, as its own expense, everything reasonably necessary (including executing documents) to give full effect to this Term Sheet, as well as the transactions and assignments contemplated by it.
36.	Severability	A term or part of a term of this Term Sheet that is illegal or unenforceable may be severed from this Term Sheet and the remaining terms or parts of the term of this Term Sheet continue in force.
37.	Relationship	Unless expressly stated, nothing in this Term Sheet creates a relationship of employment, trust, agency or partnership between the parties.
38.	Governing law	This Term Sheet is governed by the laws of South Australia, with each party irrevocably submitting to the non-exclusive jurisdiction of the courts of South Australia.

# Schedule to Binding Term Sheet

## Environmental Bonds

### Security against Tenements

Tenement Reference	Bond Amount
EPM 18090	\$500
EPM 25660	\$500
EPM 256154	\$500
EPM 26155	\$500
EPM 27501	\$500

### Security against Environmental Authority

Environmental Authority Reference	Bond Amount
EPSX00426313	\$5,000

**EXECUTED** as an agreement on 14 September 2023 14:59 ACST

**Executed by Andromeda Metals Limited**  
ACN 097 387 918 pursuant to section 127 of  
the *Corporations Act 2001*


  
Signature of director

Robert Katsioularis  
Name of director (print)


  
Signature of director/company secretary  
(Please delete as applicable)

SARAH CLARKE  
Name of director/company secretary (print)

**Executed by Adelaide Exploration Pty Ltd**  
ACN 097 387 918 pursuant to section 127 of  
the *Corporations Act 2001*

  
Signature of director

JOE RANFORD  
Name of director (print)

  
Signature of director/company secretary  
(Please delete as applicable)

SARAH CLARKE  
Name of director/company secretary (print)

**Executed by Rush Resources Limited ABN**  
87 658 471 928 pursuant to section 127 of the  
*Corporations Act 2001*

  
Signature of director

JAMES KERZ  
Name of director (print)

Signature of director/company secretary  
(Please delete as applicable)

Name of director/company secretary (print)

**EXECUTED** as an agreement on

14 September 2023 ~~2023~~:59 ACST

**Executed by Andromeda Metals Limited**  
ACN 097 387 918 pursuant to section 127 of  
the *Corporations Act 2001*

  
Signature of director

  
Name of director (print)

  
Signature of ~~director~~/company secretary  
(Please delete as applicable)

  
Name of ~~director~~/company secretary (print)

**Executed by Adelaide Exploration Pty Ltd**  
ACN 097 387 918 pursuant to section 127 of  
the *Corporations Act 2001*

  
Signature of director

  
Name of director (print)

  
Signature of ~~director~~/company secretary  
(Please delete as applicable)

  
Name of ~~director~~/company secretary (print)

**Executed by Rush Resources Limited ABN**  
87 658 471 928 pursuant to section 127 of the  
*Corporations Act 2001*

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)

\_\_\_\_\_  
Name of director/company secretary (print)

**EXECUTED** as an agreement on 14 September 2023 2023 59 ACST

**Executed by Andromeda Metals Limited**  
ACN 097 387 918 pursuant to section 127 of  
the *Corporations Act 2001*

Signature of director

Signature of director/company secretary  
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

**Executed by Adelaide Exploration Pty Ltd**  
ACN 097 387 918 pursuant to section 127 of  
the *Corporations Act 2001*

Signature of director

Signature of director/company secretary  
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

**Executed by Rush Resources Limited ABN**  
87 658 471 928pursuant to section 127 of the  
*Corporations Act 2001*

Signature of director

Signature of director/company secretary  
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)



**Executed by Trigg Minerals Limited ABN 26  
168 269 752 pursuant to section 127 of the  
Corporations Act 2001**

DocuSigned by:

*Mike Ralston*

E0C446AD620A4A3...

Signature of director

Mike Ralston

Name of director (print)

DocuSigned by:

*Dan Robinson*

B483A917FBBF456...

Signature of director/company secretary  
(Please delete as applicable)

Dan Robinson

Name of director/company secretary (print)