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**VIRIDIS MINING AND MINERALS LIMITED**  
**ACN 121 969 819**  
**NOTICE OF GENERAL MEETING**

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Notice is given that the Meeting will be held at:

**TIME:** 10.30am (WST)  
**DATE:** 16 April 2024  
**PLACE:** Parmelia Hilton Perth  
14 Mill Street  
Perth WA 6000

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

***This Notice 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.***

***The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 10.30am (WST) on 14 April 2024.***

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## BUSINESS OF THE MEETING

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### AGENDA

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#### 1. RESOLUTION 1 – RATIFICATION OF PRIOR ISSUE OF NOVEMBER PLACEMENT SHARES – LISTING RULE 7.1

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 the issue of 3,250,000 November Placement Shares on the terms and conditions set out in the Explanatory Statement."*

A voting exclusion statement applies to this Resolution. Please see below.

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#### 2. RESOLUTION 2 – RATIFICATION OF PRIOR ISSUE OF FEBRUARY PLACEMENT SHARES – LISTING RULE 7.1

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 the issue of 1,127,588 February Placement Shares on the terms and conditions set out in the Explanatory Statement."*

A voting exclusion statement applies to this Resolution. Please see below.

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#### 3. RESOLUTION 3 – RATIFICATION OF PRIOR ISSUE OF FEBRUARY PLACEMENT SHARES – LISTING RULE 7.1A

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 the issue of 1,865,890 February Placement Shares on the terms and conditions set out in the Explanatory Statement."*

A voting exclusion statement applies to this Resolution. Please see below.

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#### 4. RESOLUTION 4 - DIRECTOR PARTICIPATION IN FEBRUARY PLACEMENT – AGHA SHAHZAD PERVEZ

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

*"That, for the purposes of Listing Rule 10.11, and for all other purposes, approval is given for the Company to issue 869,565 Shares to Agha Shahzad Pervez (or his nominee) on the terms and conditions set out in the Explanatory Statement."*

A voting exclusion statement applies to this Resolution. Please see below.

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#### **5. RESOLUTION 5 - DIRECTOR PARTICIPATION IN FEBRUARY PLACEMENT – TIMOTHY HARRISON**

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

*"That, for the purposes of Listing Rule 10.11, and for all other purposes, approval is given for the Company to issue 50,000 Shares to Timothy Harrison (or his nominee) on the terms and conditions set out in the Explanatory Statement."*

A voting exclusion statement applies to this Resolution. Please see below.

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#### **6. RESOLUTION 6 – CREATION OF NEW CLASS OF SECURITIES – PERFORMANCE SHARES**

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

*"That, for the purposes of section 246B of the Corporations Act and for all other purposes, the Company is authorised to issue Performance Shares as a new class of shares on the terms and conditions set out in the Explanatory Statement."*

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#### **7. RESOLUTION 7 – APPROVAL TO ISSUE MINAS PERFORMANCE RIGHT IN CONSIDERATION FOR JANUARY ACQUISITION**

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

*"That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 1 Minas Performance Right to Minas (or its nominee) on the terms and conditions set out in the Explanatory Statement."*

A voting exclusion statement applies to this Resolution. Please see below.

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#### **8. RESOLUTION 8 – APPROVAL TO ISSUE FRIGORIFICO PERFORMANCE RIGHT IN CONSIDERATION FOR JANUARY ACQUISITION**

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

*"That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 1 Frigorifico Performance Right on the terms and conditions set out in the Explanatory Statement."*

A voting exclusion statement applies to this Resolution. Please see below.

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#### **9. RESOLUTION 9 – ISSUE OF INCENTIVE OPTIONS TO DIRECTOR – JOSE CARLOS GUEDES ROSADO (CARLOS GUEDES)**

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

*"That, for the purposes of Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue 200,000 Incentive Options to Mr Carlos Guedes (or his nominee) under the Employee Securities Incentive Plan on the terms and conditions set out in the Explanatory Statement."*

A voting exclusion statement and voting prohibition statement applies to this Resolution. Please see below.

**Dated: 15 March 2024**

**By order of the Board**

**Carly Terzanidis  
Company Secretary**

## Voting Prohibition Statements

<b>Resolution 9 – Issue of Incentive Options to Director</b>	<p>A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:</p> <ul style="list-style-type: none"> <li>(a) the proxy is either: <ul style="list-style-type: none"> <li>(i) a member of the Key Management Personnel; or</li> <li>(ii) a Closely Related Party of such a member; and</li> </ul> </li> <li>(b) the appointment does not specify the way the proxy is to vote on this Resolution.</li> </ul> <p>However, the above prohibition does not apply if:</p> <ul style="list-style-type: none"> <li>(a) the proxy is the Chair; and</li> <li>(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.</li> </ul>
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## Voting Exclusion Statements

In accordance with Listing Rule 14.11, the Company will disregard any votes cast in favour of the Resolution set out below by or on behalf of the following persons:

<b>Resolution 1 – Ratification of Prior Issue of November Placement Shares – Listing Rule 7.1</b>	A person who participated in the issue or is a counterparty to the agreement being approved or an associate of that person or those persons.
<b>Resolution 2 – Ratification of Prior Issue of February Placement Shares – Listing Rule 7.1</b>	A person who participated in the issue or is a counterparty to the agreement being approved or an associate of that person or those persons.
<b>Resolution 3 – Ratification of Prior Issue of February Placement Shares – Listing Rule 7.1A</b>	A person who participated in the issue or is a counterparty to the agreement being approved or an associate of that person or those persons.
<b>Resolution 4 – Director Participation in February Placement – Agha Shazad Pervez</b>	Agha Shahzad Pervez or his nominees and any other person who will obtain a material benefit as a result of the issue of the Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
<b>Resolution 5 – Director Participation in February Placement – Timothy Harrison</b>	Timothy Harrison or his nominees and any other person who will obtain a material benefit as a result of the issue of the Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
<b>Resolution 7 – Approval to issue Minas Performance Rights in Consideration for January Acquisition</b>	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) (namely the Vendors) or an associate of that person (or those persons).
<b>Resolution 8 – Approval to issue Frigorifico Performance Rights in Consideration for January Acquisition</b>	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) (namely the Vendors) or an associate of that person (or those persons).
<b>Resolution 9 – Issue of Incentive Options to Director - Carlos Guedes</b>	Any person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question (including Carlos Guedes under resolution 9) or an associate of that person or those persons.

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

- (a) a person as a 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 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 by proxy**

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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, Shareholders are advised that:

- each Shareholder has a right to appoint a proxy;
- the proxy need not be a Shareholder of the Company; and
- a Shareholder who is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the Shareholder appoints two 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:

- 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.

## **Voting in person**

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

***Should you wish to discuss the matters in this Notice please do not hesitate to contact the Company Secretary on +61 8 9468 5652.***

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## EXPLANATORY STATEMENT

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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.

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### 1. BACKGROUND TO RESOLUTIONS 1, 2 AND 3

#### 1.2 November Placement

On 26 October 2023, the Company announced that it had received firm commitments from professional and sophisticated investors to raise A\$3.09 million (before costs) (**November Placement**), via the issue of 3,250,000 Shares to sophisticated and professional investors at \$0.95 per Share (**November Placement Shares**).

The November Placement Shares were issued on 10 November 2023 under the Company's Listing Rule 7.1 placement capacity (**November Placement Shares**).

Funds raised under the November Placement were applied to:

- (a) expand and progress Phase I & II exploration programs at the Colossus Project, located in the Poços de Caldas Alkaline Complex; and
- (b) conduct optimised metallurgical studies, scout drilling, and progress the Company towards a maiden JORC compliant resource estimate, at the Colossus Project.

Sixty-Two Capital Pty Ltd (ABN 13 611 480 169) (**Sixty-Two**) acted as lead manager to the November Placement. The Company agreed to pay Sixty-Two a placement fee of 6% of the amount raised under the November Placement.

Resolution 1 seeks shareholder ratification pursuant to ASX Listing Rule 7.4 for the prior issue of the November Placement Shares.

#### 1.3 February Placement

On 5 February 2024, the Company announced that it had received firm commitments from professional and sophisticated investors to raise A\$3.44 million (before costs) (**February Placement**), via the issue of 2,993,477 Shares to sophisticated and professional investors at \$1.15 per Share (**February Placement Shares**).

The February Placement Shares were issued on 13 February 2024 as follows:

- (a) 1,127,588 February Placement Shares were issued using the Company's existing placement capacity under Listing Rule 7.1 (the subject of Resolution 2); and
- (b) 1,865,889 February Placement Shares were issued using the Company's additional 10% placement capacity under Listing Rule 7.1A (the subject of Resolution 3).

Resolutions 2 and 3 seeks Shareholder ratification pursuant to ASX Listing Rule 7.4 for the prior issue of the February Placement Shares.

Executive Chairman, Mr Agha Shahzad Pervez, and Non-Executive Director, Mr Tim Harrison will participate in the February Placement, subject to Shareholder approval being obtained pursuant to Resolutions 4 and 5 (respectively), for an



additional 919,565 February Placement Shares (at \$1.15 per Share) to raise approximately A\$1.05 million.

Sixty-Two acted as lead manager to the February Placement. The Company has agreed to pay Sixty-Two a placement fee of 6% of the amount raised under the February Placement.

Funds from the February Placement will be used to accelerate the Colossus work program, located in the Poços de Caldas Alkaline complex. The priority scope will include expanding the exploration program, continuing REE metallurgical testing, and the Company's maiden mineral resource estimate.

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## **2. RESOLUTION 1 - RATIFICATION OF PRIOR ISSUE OF NOVEMBER PLACEMENT SHARES**

### **2.1 General**

- (a) Resolution 1 seeks shareholder ratification pursuant to ASX Listing Rule 7.4 for the prior issue of the November Placement Shares.
- (b) Refer to Section 1.2 for further information with respect to the November Placement Shares.

### **2.2 ASX Listing Rule 7.1**

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.

### **2.3 Listing Rule 7.1A**

ASX Listing Rule 7.1A provides that, in addition to issues permitted without prior shareholder approval under ASX Listing Rule 7.1, an entity that is eligible and obtains shareholder approval under ASX Listing Rule 7.1A may issue or agree to issue during the period for which the approval is valid a number of quoted equity securities which represents 10% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period as adjusted in accordance with the formula in ASX Listing Rule 7.1.

The Company obtained Shareholder approval to have this additional 10% placement capacity under Listing Rule 7.1A at its 2023 Annual General Meeting held on 29 November 2023.

The issue of the November Placement Shares does not fit within any of the exceptions to Listing Rule 7.1 and, as it has not yet been approved by Shareholders, it effectively uses up part of the combined 25% limit in Listing Rule 7.1 and 7.1A, reducing the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1 and 7.1A for the 12 month period following the issue date.

### **2.4 ASX Listing Rule 7.4**

ASX Listing Rule 7.4 allows the shareholders of a listed company to ratify a 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 and so does not reduce the company's capacity to issue further equity securities without shareholder approval under that rule.

## **2.5 Technical information required by Listing Rule 14.1A**

If Shareholders approve Resolution 1 they will have ratified the issue of the November Placement Shares, and the issue of the November Placement Shares will no longer use up a portion of the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, 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 November Placement Shares.

If Shareholders do not approve Resolution 1, the issue of the November Placement Shares will continue to use up a portion of the Company's combined 25% limit in Listing Rules 7.1 and 7.1A until the date that is 12 months from their date of issue, and the Company will therefore have a reduced ability to issue equity securities without seeking Shareholder approval until that time.

## **2.6 Technical information required by ASX Listing Rule 7.5**

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to Resolution 1:

- (a) the November Placement Shares were issued to sophisticated and professional investors who are clients of Sixty Two. The recipients were identified through a bookbuild process, which involved Sixty Two seeking expressions of interest to participate in the capital raising from non-related parties of the Company;
- (b) in accordance with paragraph 7.4 of ASX Guidance Note 21, the Company confirms that, other than Sufian Ahmed (substantial holder), none of the recipients were:
  - (i) related parties of the Company, members of the Company's Key Management Personnel, substantial holders of the Company, advisers of the Company or an associate of any of these parties; and
  - (ii) issued more than 1% of the issued capital of the Company;
- (c) the number of November Placement Shares issued was 3,250,000 Shares;
- (d) the November Placement Shares were issued on 10 November 2023;
- (e) the issue price of the November Placement Shares was \$0.95 per Share. The Company has not and will not receive any other consideration for the issue of the November Placement Shares;
- (f) the November Placement Shares are all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (g) the funds raised from the November Placement will be applied as set out in Section 1.2; and
- (h) the November Placement Shares were not issued pursuant to any agreement.

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### **3. RESOLUTIONS 2 AND 3 - RATIFICATION OF PRIOR ISSUE OF FEBRUARY PLACEMENT SHARES**

#### **3.1 General**

- (a) Resolutions 2 and 3 seeks shareholder ratification pursuant to ASX Listing Rule 7.4 for the prior issue of the February Placement Shares.
- (b) Refer to Section 1.3 for further information with respect to the February Placement Shares.

#### **3.2 ASX Listing Rule 7.1**

A summary of ASX Listing Rule 7.1 is set out in Section 2.2.

#### **3.3 Listing Rule 7.1A**

A summary of ASX Listing Rule 7.1A is set out in Section 2.3

The issue of the February Placement Shares does not fit within any of the exceptions to Listing Rule 7.1 and, as it has not yet been approved by Shareholders, it effectively uses up part of the combined 25% limit in Listing Rule 7.1 and 7.1A, reducing the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1 and 7.1A for the 12 month period following the issue date.

#### **3.4 ASX Listing Rule 7.4**

A summary of ASX Listing Rule 7.4 is set out in Section 2.4.

#### **3.5 Technical information required by Listing Rule 14.1A**

If Shareholders approve Resolutions 2 and 3 they will have ratified the issue of the February Placement Shares, and the issue of the February Placement Shares will no longer use up a portion of the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, 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 February Placement Shares.

If Shareholders do not approve Resolutions 2 and 3, the issue of the February Placement Shares will continue to use up a portion of the Company's combined 25% limit in Listing Rules 7.1 and 7.1A until the date that is 12 months from their date of issue, and the Company will therefore have a reduced ability to issue equity securities without seeking Shareholder approval until that time.

#### **3.6 Technical information required by ASX Listing Rule 7.5**

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to Resolutions 2 and 3:

- (a) the February Placement Shares were issued to sophisticated and professional investors who are clients of Sixty-Two. The recipients were identified through a bookbuild process, which involved Sixty-Two seeking expressions of interest to participate in the capital raising from non-related parties of the Company;

- (b) in accordance with paragraph 7.4 of ASX Guidance Note 21, the Company confirms that, other than Sufian Ahmed (substantial holder), none of the recipients were:
  - (i) related parties of the Company, members of the Company's Key Management Personnel, substantial holders of the Company, advisers of the Company or an associate of any of these parties; and
  - (ii) issued more than 1% of the issued capital of the Company;
- (c) the number of February Placement Shares issued was 2,993,477 Shares, being:
  - (i) 1,127,588 Shares using the Company's existing placement capacity under Listing Rule 7.1; and
  - (ii) 1,865,890 Shares using the Company's additional 10% placement capacity under Listing Rule 7.1A;
- (d) the February Placement Shares were issued on 13 February 2024;
- (e) the issue price of the February Placement Shares was \$1.15 per Share. The Company has not and will not receive any other consideration for the issue of the February Placement Shares;
- (f) the February Placement Shares are all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (g) the funds raised from the February Placement will be applied as set out in Section 1.3; and
- (h) the February Placement Shares were not issued pursuant to any agreement.

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#### **4. RESOLUTIONS 4 AND 5 – DIRECTOR PARTICIPATION IN FEBRUARY PLACEMENT**

##### **4.1 General**

As set out in Section 1.3, Directors Agha Shahzad Pervez and Timothy Harrison agreed to subscribe for an aggregate of 919,565 February Placement Shares to raise \$1.05 million as follows:

- (a) \$999,999.75 by Mr Pervez, which will result in the issue of 869,565 Shares to Mr Pervez or his nominee; and
  - (b) \$57,500 by Mr Harrison, which will result in the issue of 50,000 Shares to Mr Harrison or his nominee,
- (together, the **Related Party Participation Shares**);
- (c) Resolutions 4 and 5 seek Shareholder approval for Mr Pervez and Mr Harrison to participate in the February Placement and the issue of the Related Party Participation Shares for the purposes of Listing Rule 10.11.

## 4.2 Chapter 2E of the Corporations Act

For a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

- (a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The participation of Mr Pervez and Mr Harrison in the February Placement and the issuance of the Related Party Participation Shares involves the granting of a financial benefit and each of Mr Pervez and Mr Harrison is a related party of the Company by virtue of being a Director.

Section 210 of the Corporations Act provides that shareholder approval under section 208 is not required if the financial benefit to be provided to the related party is on terms that would be reasonable in the circumstances if the company and the related party were dealing at arm's length or on terms that are less favourable to the related party than those terms.

The Directors (other than of Mr Pervez and Mr Harrison) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the Related Party Participation Shares to Mr Pervez and Mr Harrison because the Related Party Participation Shares will be issued to Mr Pervez and Mr Harrison at the same price and on the same terms and conditions as to all other un-related participants in the February Placement.

## 4.3 Listing Rule 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue equity securities to:

- 10.11.1 a related party;
- 10.11.2 a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the company;
- 10.11.3 a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so;
- 10.11.4 an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3; or
- 10.11.5 a person whose relationship with the company or a person referred to in Listing Rules 10.11.1 to 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it obtains the approval of its shareholders.

The issue of the Related Party Participation Shares falls within Listing Rule 10.11.1 and does not fall within any of the exceptions in Listing Rule 10.12. It therefore requires the approval of Shareholders under Listing Rule 10.11.

Resolution 4 and Resolution 5 seek the required Shareholder approval for the issue of the Related Party Participation Shares under and for the purposes of Listing Rule 10.11.

#### **4.4 Technical information required by Listing Rule 14.1A**

If Resolution 4 and Resolution 5 are passed, the Company will be able to proceed with the issue of the Related Party Participation Shares to Mr Pervez and Mr Harrison within one month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules) and Mr Pervez and Mr Harrison will be able to participate in the February Placement. As it is an exception from Listing Rule 7.1 pursuant to Listing Rule 7.2 Exception 14 if approval for an issue of equity securities is obtained under Listing Rule 10.11, the issue of the Shares will not use up any of the Company's placement capacity under Listing Rule 7.1.

If Resolution 4 and Resolution 5 are not passed, Mr Pervez and Mr Harrison will not be able to participate in the February Placement, the Related Party Participation Shares will not be issued, and the Company will not raise an additional \$1.05 million to be applied at the Colossus Project.

#### **4.5 Technical information required by Listing Rule 10.13**

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in relation to Resolution 4 and Resolution 5.

- (a) the Related Party Participation Shares will be issued to the following persons:
  - (i) Agha Shahzad Pervez (or his nominee) pursuant to Resolution 4; and
  - (ii) Timothy Harrison (or his nominee) pursuant to Resolution 5who fall within the category set out in Listing Rule 10.11.1 by virtue of being Directors;
- (b) the maximum number of Related Party Participation Shares to be issued to Mr Pervez and Mr Harrison is 919,565 comprising:
  - (i) 869,565 Shares to Agha Shahzad Pervez pursuant to Resolution 4; and
  - (ii) 50,000 Shares to Tim Harrison pursuant to Resolution 5.
- (c) the Related Party Participation Shares will be issued no later than 1 month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that issue of the Related Party Participation Shares will occur on the same date;
- (d) the Related Party Participation Shares are not being issued to incentivise or remunerate Mr Pervez or Mr Harrison;

- (e) the Related Party Participation Shares are fully paid ordinary shares and will be issued on the same terms and conditions as all other existing Shares on issue;
- (f) the Related Party Participation Shares will be issued at \$1.15 per Share, being the same issue price as the February Placement Shares. The Company will not receive any other consideration in respect of the issue of the Related Party Participation Shares; and
- (g) the purpose of the issue of the Related Party Participation Shares is to enable the Company to raise an additional \$1.1 million to be applied in the same manner as the remaining funds raised by the February Placement as described in Section 1.3 above.

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## 5. BACKGROUND TO RESOLUTIONS 6 TO 8

### 5.1 Overview of Acquisitions

On 10 November 2023 and 24 January 2024, the Company announced that it had entered into binding option agreements as follows:

- (a) a binding option agreement with Irmaos Martins Servicos E Comercio Eirel and Rafael Da Cruz Oliveira (**November Vendors**) to be granted an option to acquire a suite of licences covering 5,388 Hectares (53.88km<sup>2</sup>) within Poços de Caldas (**Centro Sul Prospect**) (**November Acquisition**); and
- (b) two binding option agreements with each of Minas Rio Mineradora Ltda and (**Minas**) Frigorifico Tamoyo Sociedade Ltda (**Frigorifico**) to be granted an option to acquire 100% of the mining rights in the rare earth minerals (**REE Minerals**) together with all geological information pertaining to the new licences (**Tamoyo Prospect Licences and Bandeira Prospect Licences**) (**January Acquisition**),

(together, the **Acquisitions**).

The Acquisitions represent an opportunity for the Company to increase the area of the Colossus Project to a total landholding of 144.57km<sup>2</sup>.

Refer to the Company's ASX announcements on 10 November 2023 and 24 January 2024 for further information with respect to the Acquisitions.

### 5.2 Consideration

#### November Acquisition

- (a) In consideration for the November Acquisition, the Company has agreed to pay/issue the November Vendors:
  - (i) **Exclusivity Payment:** Upon execution of the binding option agreement, the Company will pay the November Vendors a non-refundable cash payment of USD \$25,000;
  - (ii) **Cash payment:** Within 5 business days of the six-month anniversary of the granting of the research permit for licences in the Centro Sul Prospect (as applicable), the Company will pay the November Vendors:

- (A) USD \$1,200/Ha for each license in the Centro Sul Prospect (should the Company elect to exercise the option at the end of its 6-month exclusivity period, or at an earlier date); and
  - (B) USD \$1,000/Ha for each of the remaining licenses in the Centro Sul Prospect (should the Company elect to exercise the option at the end of its 6-month exclusivity period, or at an earlier date).
- (iii) **Performance Shares:** Upon settlement of the November Acquisition, the Company has agreed to issue the November Vendors 2,500,000 performance shares (**Performance Shares**) as follows:
- (A) 500,000 Class A Performance Shares, upon the delineation of an Inferred Mineral Resource Estimate (JORC 2012) of not less than 100Mt at or above a Total Rare Earths Oxide (TREO) grade of 1,500ppm in saprolite/clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the Centro Sul Prospect, expiring on the date that is 5 years from the date of issue.
  - (B) 500,000 Class B Performance Shares, upon the delineation of an Inferred Mineral Resource Estimate (JORC 2012) of not less than 200Mt at or above a TREO grade of 1,500ppm in saprolite / clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the Centro Sul Prospect, expiring on the date that is 5 years from the date of issue.
  - (C) 500,000 Class C Performance Shares, upon the delineation of an Inferred Mineral Resource Estimate (JORC 2012) of not less than 300Mt at or above a TREO grade of 1,500ppm in saprolite / clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the Centro Sul Prospect, expiring on the date that is 5 years from the date of issue.
  - (D) 500,000 Class D Performance Shares, upon the delineation of an Inferred Mineral Resource Estimate (JORC 2012) of not less than 400Mt at or above a TREO grade of 1,500ppm in saprolite / clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the Centro Sul Prospect, expiring on the date that is 5 years from the date of issue.
  - (E) 500,000 Class E Performance Shares, upon the delineation of an Inferred Mineral Resource Estimate (JORC 2012) of not less than 500Mt at or above a TREO grade of 1,500ppm in saprolite / clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the Centro Sul Prospect, expiring on the date that is 5 years from the date of issue.



- (b) The binding option agreement for the November Acquisition also contains terms and conditions, including representations and warranties, considered standard for an agreement of this nature.

### January Acquisition

- (a) In consideration for the January Acquisition, the Company has agreed to pay/issue:

(i) Minas:

(A) a total of up to US\$1,500,000 via the issue of a performance right (**Minas Performance Right**) (subject to the Company obtaining shareholder approval for the Minas Performance Right) as follows:

(I) if the Company delineates between 100 million and 200 million tonnes of inferred rare earth resources within the mining rights the subject of the Bandeira Prospect Licences, based on the JORC 2012 standard or its equivalent, with an average grade of no less than 1,500ppm total rare earth oxide (**REO**) and an average recovery rate of not less than 40% by the method of ammonium sulphate leaching, the Minas Performance Right shall convert into that number of Shares which is equal to US\$750,000 divided by the higher of \$1.50 and the 30-day volume weighted average price (**VWAP**) of Shares ending on and including the date the milestone is achieved (based on the USD:AUD exchange rate on the date the milestone is achieved); and

(II) if the Company delineates greater than 200 million tonnes of inferred rare earth resources within the mining rights the subject of the Bandeira Prospect Licences, based on the JORC 2012 standard or its equivalent, with an average grade of no less than 1,500ppm total REO and an average recovery rate of not less than 40% by the method of ammonium sulphate leaching, the Minas Performance Right shall convert into that number of Shares which is equal to US\$1,500,000 divided by the higher of \$1.50 and the 30-day VWAP of Shares ending on and including the date the milestone is achieved (based on the USD:AUD exchange rate on the date the milestone is achieved).

(III) the Minas Performance Right will expire five years from the date of issue of the Minas Performance Right and will be otherwise issued on terms standard for a performance right of this nature.

**Frigorifico:**

- (a) **Exclusivity Payment:** Upon execution of the binding exclusive option agreement, the Company will pay Frigorifico a non-refundable cash payment of USD\$100,000;
- (b) **Cash Payments:** the Company will pay Frigorifico USD\$1,000 per hectare for the Tamoyo Prospect Licences. The Company can elect which Licences it wishes to acquire.
- (c) a total of up to US\$1,500,000 via the issue of a performance right (**Frigorifico Performance Right**) (subject to the Company obtaining shareholder approval for the Frigorifico Performance Right). The Frigorifico Performance Right will convert into Shares as follows:
- (d) for every 1 million tonnes of inferred rare earth resources delineated within the areas of the mining rights, the subject of the Tamoyo Prospect Licences, based on the JORC 2012 standard or its equivalent, with an average grade of no less than 1,500ppm of total REO and an average recovery rate of not less than 40% using the ammonium sulphate leaching method, the Frigorifico Performance Right shall convert into that number of Shares equal to US\$10,000 divided by the higher of \$1.50 and the 30-day VWAP of Shares ending on and including the date the milestone is achieved (based on the USD:AUD exchange rate on the date the milestone is achieved). The value of the Shares issued upon conversion of the Frigorifico Performance Right will not exceed US\$1,500,000.
- (e) the Frigorifico Performance Right will expire five years from the date of issue of the Frigorifico Performance Right and will be otherwise issued on terms standard for a performance right of this nature.

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**6. RESOLUTION 6 - CREATION OF NEW CLASS OF SECURITIES – PERFORMANCE SHARES****6.1 Overview**

Resolution 6 seeks Shareholder approval for the Company to be authorised to create the necessary class of and issue the Performance Shares.

A company with a single class of shares on issue which proposes to issue new shares not having the same rights as its existing shares, is taken to vary the rights of existing shareholders unless the Constitution already provides for such an issue.

Under clause 2.2 of the Constitution and, subject to the Corporations Act and the Listing Rules, the Company may issue Shares on any terms and for any consideration as the Directors resolve.

As noted in Sections 5.1 and 5.2 above, the Company has entered into a binding option agreement with the November Vendors under which it has agreed to issue 2,500,000 Performance Shares to the November Vendors, as part consideration for the November Acquisition.

The Performance Shares will convert into Shares on the achievement of the Milestones as set out in Schedule 3.

## 6.2 Legal requirements

Section 246C(5) of the Corporations Act confirms that if a company with only one class of shares issues a new class of shares, the issue of the new class of shares is taken to vary the rights attached to shares in the existing class if:

- (a) the rights attaching to the new class of shares are not the same as the rights attached to the existing class of shares; and
- (b) the rights attaching to the new class of shares are not provided for in:
  - (i) the company's constitution (if any); or
  - (ii) a notice, document or resolution that is lodged with ASIC.

Section 246B of the Corporations Act and clause 2.4 of the Constitution provides that the rights attaching to a class of shares may be varied:

- (c) with the written consent of the holders of 75% of the issued shares of the affected class; or
- (d) by special resolution passed at a separate meeting of the holders of the issued shares of the affected class.

The Company must give written notice of the variation to the members of the affected class within 7 days after the variation is made.

## 6.3 Application to the Company

The Company currently has only one class of shares on issue being fully paid ordinary shares. The terms of the Performance Shares are not the same as the Shares. Accordingly, the Company seeks approval from Shareholders for the issue of the Performance Shares.

Resolution 6 is a special resolution which requires at least 75% of votes cast by Shareholders present and eligible to vote at the Meeting must be in favour of Resolution 6 for it to be passed. In the event Resolution 6 is passed by the requisite majority the Company will give written notice of the variation to the rights attaching to Shares to Shareholders within 7 days.

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## 7. RESOLUTION 7 – APPROVAL TO ISSUE MINAS PERFORMANCE RIGHT IN CONSIDERATION FOR JANUARY ACQUISITION

### 7.1 General

Resolution 7 seeks Shareholder approval for the issue the Minas Performance Right to Minas (or its nominee) as part consideration for the January Acquisition.

Refer to Section 5.1 for further information on the January Acquisition.

### 7.2 ASX Listing Rule 7.1

A summary of ASX Listing Rule 7.1 is set out in Section 2.2.

The proposed issue of the Minas Performance Right falls within Exception 17 set out in Listing Rule 7.2 and therefore requires the approval of Shareholders under Listing Rule 7.1.

### **7.3 Technical information required by Listing Rule 14.1A**

If Resolution 7 is passed, the Company will be able to proceed with the issue of the Minas Performance Right. In addition, the issue of the Minas Performance Right will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 7 is not passed, the Company will not be able to proceed with the issue of the Minas Performance Right and may be in breach of its obligations under the binding option agreements entered into with Minas.

### **7.4 Technical information required by Listing Rule 7.1**

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

- (a) the Minas Performance Right will be issued to Minas (or its nominee);
- (b) the maximum number of Minas Performance Right to be issued is one (1). The terms and conditions of the Minas Performance Right are set out in Schedule 2;
- (c) the Minas Performance Right will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that issue of the Minas Performance Right will occur on the same date;
- (d) the Minas Performance Right will be issued at a nil issue price, in part consideration for the January Acquisition;
- (e) the Minas Performance Right is being issued to Minas to satisfy the Company's obligations under the binding option agreement for the January Acquisition, a summary of which is set out in Schedule 1; and
- (f) the Minas Performance Right is not being issued under, or to fund, a reverse takeover.

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## **8. RESOLUTION 8 – APPROVAL TO ISSUE FRIGORIFICO PERFORMANCE RIGHT IN CONSIDERATION FOR JANUARY ACQUISITION**

### **8.1 General**

Resolution 8 seeks Shareholder approval for the issue the Frigorifico Performance Right to Frigorifico (or its nominee) as part consideration for the January Acquisition.

Refer to Section 5.1 for further information on the January Acquisition.

### **8.2 ASX Listing Rule 7.1**

A summary of ASX Listing Rule 7.1 is set out in Section 2.2.

The proposed issue of the Frigorifico Performance Right falls within Exception 17 set out in Listing Rule 7.2 and therefore requires the approval of Shareholders under Listing Rule 7.1.

### 8.3 Technical information required by Listing Rule 14.1A

If Resolution 8 is passed, the Company will be able to proceed with the issue of the Frigorifico Performance Right. In addition, the issue of the Frigorifico Performance Right will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 8 is not passed, the Company will not be able to proceed with the issue of the Frigorifico Performance Right and may be in breach of its obligations under the binding option agreements entered into with Frigorifico.

### 8.4 Technical information required by Listing Rule 7.1

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

- (a) the Frigorifico Performance Right will be issued to Frigorifico (or its nominee);
- (b) the maximum number of Frigorifico Performance Right to be issued is one (1). The terms and conditions of the Frigorifico Performance Right are set out in Schedule 2;
- (c) the Frigorifico Performance Right will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that issue of the Frigorifico Performance Right will occur on the same date;
- (d) the Frigorifico Performance Right will be issued at a nil issue price, in part consideration for the January Acquisition;
- (e) the Frigorifico Performance Right is being issued to Frigorifico to satisfy the Company's obligations under the binding option agreement for the January Acquisition, a summary of which is set out in Schedule 1; and
- (f) the Frigorifico Performance Right is not being issued under, or to fund, a reverse takeover.

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## 9. RESOLUTION 9 – ISSUE OF INCENTIVE OPTIONS TO DIRECTOR – JOSE CARLOS GUEDES ROSADO (CARLOS GUEDES)

### 9.1 General

The Company has agreed, subject to obtaining Shareholder approval, to issue 200,000 Options to Mr Guedes (or his nominee) pursuant to the Employee Securities Incentive Plan (**Plan**) and on the terms and conditions set out below (**Incentive Options**).

### 9.2 Chapter 2E of the Corporations Act

A summary of Chapter 2E of the Corporations Act is set out in Section 4.2.

The issue of the Incentive Options to Mr Guedes (or his nominee) constitutes giving a financial benefit and Mr Guedes is a related party of the Company by virtue of being a Director.

The Directors (other than Mr Guedes) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of Incentive Options, because the agreement to issue the Incentive Options, reached as part of the remuneration package for Mr Guedes, is considered reasonable remuneration in the circumstances and was negotiated on an arm's length basis.

### **9.3 Listing Rule 10.14**

Listing Rule 10.14 provides that an entity must not permit any of the following persons to acquire equity securities under an employee incentive scheme without the approval of the holders of its ordinary securities:

- 10.14.1 a director of the entity;
- 10.14.2 an associate of a director of the entity; or
- 10.14.3 a person whose relationship with the entity or a person referred to in Listing Rules 10.14.1 to 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by security holders.

The issue of Incentive Options to Mr Guedes falls within Listing Rule 10.14.1 and therefore requires the approval of Shareholders under Listing Rule 10.14.

Resolution 9 seeks the required Shareholder approval for the issue of the Incentive Options under and for the purposes of Listing Rule 10.14.

### **9.4 Technical information required by Listing Rule 14.1A**

If Resolution 9 is passed, the Company will be able to proceed with the issue of the Incentive Options to Mr Guedes under the Plan within three years after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules). As approval pursuant to Listing Rule 7.1 is not required for the issue of the Incentive Options (because approval is being obtained under Listing Rule 10.14), the issue of the Incentive Options will not use up any of the Company's 15% annual placement capacity.

If Resolution 9 is not passed, the Company will not be able to proceed with the issue of the Incentive Options to Mr Guedes under the Option Plan and the Company may need to renegotiate the terms of Mr Guedes' employment agreement.

### **9.5 Technical information required by Listing Rule 10.15**

Pursuant to and in accordance with the requirements of Listing Rule 10.15, the following information is provided in relation to Resolution 9:

- (a) the Incentive Options will be issued to Mr Guedes (or his nominee), who falls within the category set out in Listing Rule 10.14.1 by virtue of Mr Guedes being a Director;
- (b) the maximum number of Incentive Options to be issued is 200,000;
- (c) the current total remuneration package for Mr Guedes is \$54,000, comprising of directors' fees. If the Incentive Options are issued, the total remuneration package of Mr Guedes will increase by \$96,923 to \$150,923, being the value of the Incentive Options (based on the Black Scholes methodology) as set out in Schedule 6;

- (d) no Options have previously been issued to Mr Guedes for nil cash consideration under the Plan;
- (e) a summary of the material terms and conditions of the Incentive Options is set out in Schedule 4.
- (f) the Incentive Options are unquoted Options. The Company has chosen to issue Incentive Options to Mr Guedes for the following reasons:
  - (i) the Incentive Options are unquoted, therefore, the issue of the Incentive Options has no immediate dilutionary impact on Shareholders;
  - (ii) the issue of Incentive Options to Mr Guedes will align the interests of Mr Guedes with those of Shareholders;
  - (iii) the issue of the Incentive Options is a reasonable and appropriate method to provide cost effective remuneration as the non-cash form of this benefit will allow the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to Mr Guedes;
  - (iv) because of the deferred taxation benefit which is available to Mr Guedes in respect of an issue of Options, this is also beneficial to the Company as it means Mr Guedes is not required to immediately sell the Incentive Options to fund a tax liability (as would be the case in an issue of Shares where the tax liability arises upon issue of the Shares) and will instead, continue to hold an interest in the Company; and
  - (v) it is not considered that there are any significant opportunity costs to the Company or benefits foregone by the Company in issuing the Incentive Options on the terms proposed;
- (g) the Company values the Incentive Options at \$96,923 (being \$0.4846 per Incentive Option) based on the Black-Scholes methodology, as set out in schedule 6;
- (h) the Incentive Options will be issued to Mr Guedes (or his nominee) no later than 3 years after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules) and it is anticipated the Incentive Options will be issued on one date;
- (i) the issue price of the Incentive Options will be nil, as such no funds will be raised from the issue of the Incentive Options (other than in respect of funds received on exercise of the Incentive Options);
- (j) a summary of the material terms and conditions of the Plan is set out in Schedule 5.
- (k) no loan is being made to Mr Guedes in connection with the acquisition of the Incentive Options;
- (l) details of any Options issued under the Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14; and

- (m) any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Options under the Plan after Resolution 9 is approved and who were not named in this Notice will not participate until approval is obtained under Listing Rule 10.14.



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## GLOSSARY

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**\$** means Australian dollars.

**Acquisitions** has the meaning given in Section 5.1.

**ASIC** means the Australian Securities & Investments Commission.

**ASX** means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

**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.

**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) for the purposes of the definition of 'closely related party' in the Corporations Act.

**Company** means Viridis Mining and Minerals Limited (ACN 121 969 819).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Directors** means the current directors of the Company.

**Explanatory Statement** means the explanatory statement accompanying the Notice.

**Key Management Personnel** has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

**Lead Manager** means Sixty Two Capital Pty Ltd (ABN 13 611 480 169).

**Listing Rules** means the Listing Rules of ASX.

**Meeting** means the meeting convened by the Notice.

**Notice** means this notice of meeting including the Explanatory Statement and the Proxy Form.

**Performance Shares** has the meaning given in Section 1.2.

**Proxy Form** means the proxy form accompanying the Notice.

**REE Minerals** has the meaning given in Section 5.1.

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

**Section** means a section of the Explanatory Statement.

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

**Shareholder** means a registered holder of a Share.

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

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## SCHEDULE 1 – SUMMARY OF THE BINDING OPTION AGREEMENTS

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The key terms and conditions of the binding option agreements are as follows:

### November Acquisition

The terms of the agreement for the November Acquisition are as follows:

(a) **Acquisition**

The Company (or its wholly owned subsidiary) entered into a binding exclusive option agreement with Irmaos Martins Servicos E Comercio Eirel and Rafael Da Cruz Oliveira (together, the **November Vendors**) under which the November Vendors will grant the Company the option to acquire 100% of the mining rights in the REE minerals within the licences and all geological information pertaining to the licences. The Company may acquire any or all of these mining rights. The number of licences acquired will determine the value of the acquisition payments as detailed below.

(b) **Condition precedent**

Completion of the November Acquisition (**Completion**) is subject to the Company having completed technical due diligence on the licences.

(c) **Consideration**

a. Cash payments

As consideration for the November Acquisition, the Company has agreed to make the following cash payments to the November Vendors:

- (A) Exclusivity payment: upon execution of the binding exclusive option agreement, the company will pay the November Vendors a non-refundable cash payment of USD\$25,000, subject to confirmation from ASX that Chapter 11 of the ASX Listing Rules doesn't apply to the November Acquisition; and
- (B) Acquisition payments: within 5 business days of the six-month anniversary of the granting of the research permit for each licence within the Centro Sul Prospect and the remaining licenses, the Company will pay the November Vendors USD\$1,200 per hectare for each licence in the Centro Sul Prospect (should the Company elect to exercise the option at the end of its 6-month exclusivity period, or at an earlier date) and USD\$1,000 per hectare for each of the remaining licenses (should the Company elect to exercise the option at the end of its 6-month exclusivity period, or at an earlier date. The Company can elect which licences it wishes to acquire.

b. Performance Shares

On settlement of the November Acquisition, the Company has agreed to issue the November Vendors 2,500,000 performance shares that will vest and become convertible into Shares in the Company (on a one-for-one basis) (**Performance Shares**). The Company intends to issue the Performance Shares under its existing placement capacity pursuant to Listing Rule 7.1. The Performances Shares will vest upon the satisfaction of the following milestones:

- (A) 500,000 Class A Performance Shares, upon the delineation of an inferred mineral resource estimate (JORC 2012) of not less than 100Mt at or above a TREO grade of 1,500ppm in saprolite / clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the mining rights, expiring on the date that is 5 years from the date of issue.

- (B) 500,000 Class B Performance Shares, upon the delineation of an inferred mineral resource estimate (JORC 2012) of not less than 200Mt at or above a TREO grade of 1,500ppm in saprolite / clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the mining rights, expiring on the date that is 5 years from the date of issue.
- (C) 500,000 Class C Performance Shares, upon the delineation of an inferred mineral resource estimate (JORC 2012) of not less than 300Mt at or above a TREO grade of 1,500ppm in saprolite / clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the mining rights, expiring on the date that is 5 years from the date of issue.
- (D) 500,000 Class D Performance Shares, upon the delineation of an inferred mineral resource estimate (JORC 2012) of not less than 400Mt at or above a TREO grade of 1,500ppm in saprolite / clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the mining rights, expiring on the date that is 5 years from the date of issue.
- (E) 500,000 Class E Performance Shares, upon the delineation of an inferred mineral resource estimate (JORC 2012) of not less than 500Mt at or above a TREO grade of 1,500ppm in saprolite / clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the mining rights, expiring on the date that is 5 years from the date of issue.

The terms of the binding exclusive option agreement for the November Acquisition otherwise contains terms and conditions, including representations and warranties, considered standard for an agreement of this nature.

### January Acquisition

The terms of the agreement for the January Acquisition are as follows:

#### (a) Acquisition

The Company (or its wholly owned subsidiary) entered into two binding exclusive option agreements with the two separate vendors, being the Minas Rio Mineradoro Ltd and Frigorifico Tamoyo Sociedade Ltda (together, the **January Vendors**) under which the January Vendors will grant the Company the option to acquire 100% of the mining rights in the REE Minerals within the licences and all geological information pertaining to the licences. The Company may acquire any or all of these mining rights. The number of licences acquired will determine the value of the acquisition payments as detailed below.

#### (b) Condition precedent

Completion of the January Acquisition (**Completion**) is subject to the Company having completed technical due diligence on the licences.

#### (c) Consideration

##### (i) Vendor 1 – Minas

##### (A) Performance Right

On settlement of the January Acquisition, the Company will issue to Minas a total of up to USD\$1,500,000 via the issue of a Performance Right (**Minas Performance Right**) (subject to the Company obtaining shareholder

approval for the Minas Performance Right). The Minas Performance Right will convert into Shares as follows:

- (I) if the Company delineates between 100 million and 200 million tonnes of inferred rare earth resources within the mining rights the subject of the Bandeira Prospect Licences, based on the JORC 2012 standard or its equivalent, with an average grade of no less than 1,500ppm TREO and an average recovery rate of not less than 40% by the method of ammonium sulphate leaching, the Minas Performance Right shall convert into that number of Shares which is equal to USD\$750,000 divided by the higher of \$1.50 and the 30-day volume weighted average price (**VWAP**) of Shares ending on and including the date the milestone is achieved (based on the USD:AUD exchange rate on the date the milestone is achieved); and
- (II) if the Company delineates greater than 200 million tonnes of inferred rare earth resources within the mining rights the subject of the Bandeira Prospect Licences, based on the JORC 2012 standard or its equivalent, with an average grade of no less than 1,500ppm TREO and an average recovery rate of not less than 40% by the method of ammonium sulphate leaching, the Minas Performance Right shall convert into that number of Shares which is equal to USD\$1,500,000 divided by the higher of \$1.50 and the 30-day VWAP of Shares ending on and including the date the milestone is achieved (based on the USD:AUD exchange rate on the date the milestone is achieved).

The Minas Performance Right will have an expiry date that is five years from the date of issue of the Minas Performance Right and be otherwise issued on terms standard for a performance right of this nature.

(ii) Vendor 2 – Frigorifico

(A) Cash payments

As consideration for the January Acquisition, the Company has agreed to make the following cash payments to Frigorifico:

- (I) Exclusivity payment: upon execution of the binding exclusive option agreement, the company will pay Frigorifico a non-refundable cash payment of USD\$100,000; and
- (II) Acquisition payments: the Company will pay Frigorifico USD\$1,000 per hectare for the Tamoyo Prospect Licences. The Company can elect which licences it wishes to acquire.

(B) Performance Right

On settlement of the January Acquisition, the Company has agreed to pay Frigorifico a total of up to USD\$1,500,000 via the issue of a Performance Right (**Frigorifico Performance Right**) (subject to the Company obtaining shareholder approval for the Frigorifico Performance Right). The Frigorifico Performance Right will convert into Shares as follows:

- (I) for every 1 million tonnes of inferred rare earth resources delineated within the areas of the mining rights the subject of the Tamoyo Prospect Licences, based on the JORC 2012 standard or its equivalent, with an average grade of no less than 1,500ppm of TREO and an average recovery rate of not less than 40% using the ammonium sulphate leaching method, the Frigorifico Performance

Right shall convert into that number of Shares equal to USD\$10,000 divided by the higher of \$1.50 and the 30-day VWAP of Shares ending on and including the date the milestone is achieved (based on the USD:AU exchange rate on the date the milestone is achieved). The value of the Shares issued upon conversion of the Frigorifico Performance Right will not exceed USD\$1,500,000.

the Frigorifico Performance Right will have an expiry date that is five years from the date of issue of the Frigorifico Performance Right.

The terms of the binding exclusive option agreements for the January Acquisition would otherwise contain terms and conditions, including representations and warranties, considered standard for agreements of this nature.

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## SCHEDULE 2 – TERMS AND CONDITIONS OF PERFORMANCE RIGHTS (JANUARY ACQUISITION)

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The following is a summary of the key terms and conditions of the Performance Rights to be issued to the January Vendors under the January Acquisition:

(d) **Milestones – Consideration for Acquisition**

The Performance Rights in consideration for the January Acquisition will vest and be convertible into Shares (on a one for one basis) upon satisfaction of the following milestones (**Milestones**):

(ii) Minas Performance Right:

- (A) if the Company delineates between 100 million and 200 million tonnes of inferred rare earth resources within the mining rights the subject of the Bandeira Prospect Licences, based on the JORC 2012 standard or its equivalent, with an average grade of no less than 1,500ppm TREO and an average recovery rate of not less than 40% by the method of ammonium sulphate leaching, the Minas Performance Right shall convert into that number of Shares which is equal to US\$750,000 divided by the higher of \$1.50 and the 30-day VWAP of Shares ending on and including the date the milestone is achieved (based on the USD:AUD exchange rate on the date the milestone is achieved); and
- (B) if the Company delineates greater than 200 million tonnes of inferred rare earth resources within the mining rights the subject of the Bandeira Prospect Licences, based on the JORC 2012 standard or its equivalent, with an average grade of no less than 1,500ppm total REO and an average recovery rate of not less than 40% by the method of ammonium sulphate leaching, the Minas Performance Right shall convert into that number of Shares which is equal to US\$1,500,000 divided by the higher of \$1.50 and the 30-day VWAP of Shares ending on and including the date the milestone is achieved (based on the USD:AUD exchange rate on the date the milestone is achieved).

The Minas Performance Right will expire five years from the date of issue of the Minas Performance Right and will be otherwise issued on terms standard for a performance right of this nature.

(iii) Frigorifico Performance Right:

- (A) for every 1 million tonnes of inferred rare earth resources delineated within the areas of the mining rights, the subject of the Tamoyo Prospect Licences, based on the JORC 2012 standard or its equivalent, with an average grade of no less than 1,500ppm of total REO and an average recovery rate of not less than 40% using the ammonium sulphate leaching method, the Frigorifico Performance Right shall convert into that number of Shares equal to US\$10,000 divided by the higher of \$1.50 and the 30-day VWAP of Shares ending on and including

the date the milestone is achieved (based on the USD:AUD exchange rate on the date the milestone is achieved). The value of the Shares issued upon conversion of the Frigorifico Performance Right will not exceed US\$1,500,000.

The Frigorifico Performance Right will expire five years from the date of issue of the Frigorifico Performance Right and will be otherwise issued on terms standard for a performance right of this nature.

(e) **Notification to holder**

The Company shall notify the holder in writing when the relevant Milestone has been satisfied.

(f) **Conversion**

Subject to paragraph (m), upon vesting, each Performance Right will, at the election of the holder, convert into one Share.

(g) **Consideration**

The Performance Rights will be issued for nil consideration and no consideration will be payable upon the conversion of the Performance Rights into Shares.

(h) **Share ranking**

All Shares issued upon the vesting of Performance Rights will upon issue rank pari passu in all respects with other existing Shares.

(i) **Application to ASX**

The Performance Rights will not be quoted on ASX. The Company must apply for the official quotation of a Share issued on conversion of a Performance Right on ASX within the time period required by the ASX Listing Rules.

(j) **Timing of issue of Shares on conversion**

Within 5 business days after the date that the Performance Rights are converted, the Company will:

- (iv) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights converted;
- (v) if required, 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
- (vi) if admitted to the Official List of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the conversion of the Performance Rights.

If a notice delivered under paragraph (g)(ii) 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.

(k) **Transfer of Performance Rights**

The Performance Rights are not transferable.

(l) **Participation in new issues**

A Performance Right does not entitle a holder (in their capacity as a holder of a Performance Right) to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues without exercising the Performance Right.

(m) **Reorganisation of capital**

If at any time the issued capital of the Company is reorganised (including consolidation, subdivision, reduction or return), all rights of a holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.

(n) **Adjustment for bonus issues of Shares**

If the Company makes a bonus issue of Shares or other securities to the Company's existing shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the number of Shares or other securities which must be issued on the conversion of a Performance Right will be increased by the number of Shares or other securities which the holder would have received if the holder had converted the Performance Right before the record date for the bonus issue.

(o) **Dividend and voting rights**

The Performance Rights do not confer on the holder an entitlement to vote (except as otherwise required by law) or receive dividends.

(p) **Change in control**

Subject to paragraph (n) upon:

- (i) a bona fide takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and:
  - (A) having received acceptances for not less than 50.1% of the Company's Shares on issue; and
  - (B) having been declared unconditional by the bidder; or
- (ii) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies; or
- (iii) in any other case, a person obtains Voting Power (as defined in the Corporations Act) in the Company that the Board (which for the avoidance of doubt will comprise those Directors immediately prior to the person acquiring that Voting Power) determines, acting in good faith and in accordance with their fiduciary duties, is sufficient to control the composition of the Board,
- (iv) then, to the extent Performance Rights have not converted into Shares due to satisfaction of the relevant Vesting Conditions, Performance Rights

will accelerate vesting conditions and will automatically convert into Shares on a one-for-one basis.

(q) **Deferral of conversion if resulting in a prohibited acquisition of Shares**

If the conversion of a Performance Right under paragraphs (c) or (m) would result in any person being in contravention of section 606(1) of the Corporations Act 2001 (Cth) (**General Prohibition**) then the conversion of that Performance Right shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Right would result in a contravention of the General Prohibition:

- (i) holders may give written notification to the Company if they consider that the conversion of a Performance Right may result in the contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition; and
- (ii) the Company may (but is not obliged to) by written notice to a holder request a holder to provide the written notice referred to in paragraph (m)(i) within 7 days if the Company considers that the conversion of a Performance Right may result in a contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition.

(r) **No rights to return of capital**

A Performance Right does not entitle the holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

(s) **Rights on winding up**

A Performance Right does not entitle the holder to participate in the surplus profits or assets of the Company upon winding up.

(t) **ASX Listing Rule compliance**

The Board reserves the right to amend any term of the Performance Rights to ensure compliance with the ASX Listing Rules.

(u) **No other rights**

A Performance Right gives the holder no rights other than those expressly provided by these terms and conditions and those provided at law where such rights at law cannot be excluded by these terms.

## SCHEDULE 3 – TERMS OF PERFORMANCE SHARES (NOVEMBER ACQUISITION)

The terms of the Performance Shares to be issued to the November Vendors pursuant to the November Acquisition are set out as follows:

1.	<b>Performance Shares</b>	Each Performance Share is a share in the capital of Viridis Mining and Minerals ( <b>Viridis</b> ).
2.	<b>General Meetings</b>	Performance Shares shall confer on the holder ( <b>Holder</b> ) the right to receive notices of general meetings and financial reports and accounts of Viridis that are circulated to Viridis' shareholders. Holders have the right to attend general meetings of Viridis' shareholders.
3.	<b>No Voting Rights</b>	Performance Shares do not entitle the Holder to vote on any resolutions proposed at a general meeting of Viridis' shareholders, subject to any voting rights under the Corporations Act or the ASX Listing Rules where such rights cannot be excluded by these terms.
4.	<b>No Dividend Rights</b>	Performance Shares do not entitle the Holder to any dividends.
5.	<b>No Return of Capital Rights</b>	Performance Shares do not entitle the Holder to any right to a return of capital, whether on a winding up, upon a capital reduction or otherwise.
6.	<b>No Rights on Winding Up</b>	Upon winding up of Viridis, Performance Shares may not participate in the surplus profits or assets of Viridis.
7.	<b>Transfer of Performance Shares</b>	Performance Shares are not transferable.
8.	<b>Reorganisation of Capital</b>	In the event that the issued capital of Viridis is reconstructed, all rights of a Holder will be changed to the extent necessary to comply with the ASX Listing Rules at the time of reorganisation.
9.	<b>Application to ASX</b>	The Performance Shares will not be quoted on ASX. However, Viridis must apply for the Official Quotation of a Share issued on conversion of a Performance Share on ASX within the time period required by the ASX Listing Rules.
10.	<b>Participation in Entitlements and Bonus Issues</b>	Subject always to the rights under clause 8, Holders will not be entitled to participate in new issues of capital offered to holders of Viridis' Shares such as bonus issues and entitlement issues.
11.	<b>Amendments required by ASX</b>	The terms of the Performance Shares may be amended as necessary by the board of directors of Viridis in order to comply with the ASX Listing Rules, or any directions of ASX regarding the terms.
12.	<b>No Other Rights</b>	Performance Shares give the Holders no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
13.	<b>Milestones</b>	The respective milestones upon which Performance Shares will convert into Shares (on a one for one for basis subject to clause 8) are as follows:

		<p>(a) <b>Class A Performance Shares:</b> 500,000 Class A Performance Shares, upon the delineation of an Inferred Mineral Resource Estimate (JORC 2012) of not less than 100Mt at or above a Total Rare Earths Oxide ("TREO") grade of 1,500ppm in saprolite / clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the Centro Sul Prospect, expiring on the date that is 5 years from the date of issue;</p> <p>(b) <b>Class B Performance Shares:</b> 500,000 Class B Performance Shares, upon the delineation of an Inferred Mineral Resource Estimate (JORC 2012) of not less than 200Mt at or above a TREO grade of 1,500ppm in saprolite / clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the Centro Sul Prospect, expiring on the date that is 5 years from the date of issue;</p> <p>(c) <b>Class C Performance Shares:</b> 500,000 Class C Performance Shares, upon the delineation of an Inferred Mineral Resource Estimate (JORC 2012) of not less than 300Mt at or above a TREO grade of 1,500ppm in saprolite / clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the Centro Sul Prospect, expiring on the date that is 5 years from the date of issue;</p> <p>(d) <b>Class D performance Shares:</b> 500,000 Class D Performance Shares, upon the delineation of an Inferred Mineral Resource Estimate (JORC 2012) of not less than 400Mt at or above a TREO grade of 1,500ppm in saprolite / clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the Centro Sul Prospect, expiring on the date that is 5 years from the date of issue; and</p> <p>(e) <b>Class E Performance Shares:</b> 500,000 Class E Performance Shares, upon the delineation of an Inferred Mineral Resource Estimate (JORC 2012) of not less than 500Mt at or above a TREO grade of 1,500ppm in saprolite / clay and an average minimum recovery of 40% by using the ammonium sulfate leaching method within the New Areas, expiring on the date that is 5 years from the date of issue,</p> <p>(each, a <b>Milestone</b>).</p>
14.	<b>Conversion of Viridis Performance Shares</b>	Subject to clauses 8 and 17, each Performance Share, that has not lapsed in accordance with clause 15, will convert into one Share upon the relevant Milestone being achieved and on conversion Viridis will make an announcement to ASX. The Holder is not required to pay a fee in order to convert the Performance Share.
15.	<b>Lapse if Milestone not achieved</b>	If the applicable Milestone for a class of Performance Shares is not achieved within the deadlines outlined in clause 13 ( <b>Expiry Date</b> ) all Viridis Performance Shares in that class held by the Holder will automatically lapse. For the avoidance of

		doubt, a Performance Share will not lapse in the event the Milestone is met before the Expiry Date and the Viridis Shares the subject of a conversion are deferred in accordance with clause 17.
16.	<b>Change in Control</b>	<p>Upon:</p> <ul style="list-style-type: none"> <li>(a) a takeover bid under Chapter 6 of the Corporations Act having been made in respect of Viridis and: <ul style="list-style-type: none"> <li>(i) having received acceptances for not less than 50.1% of Viridis' shares on issue; and</li> <li>(ii) having been declared unconditional by the bidder (except any condition in relation to the cancellation or conversion of the Performance Shares); or</li> </ul> </li> <li>(b) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of Viridis or its amalgamation with any other company or companies; or</li> <li>(c) a third party (being an entity or person other than the Shareholders or any Associate (as defined in section 12 of the Corporations Act) of the Shareholders) who does not control Viridis at the time the Performance Shares are issued acquiring a Relevant Interest (as defined in the Corporations Act) in 50.1% or more of the issued share capital of Viridis,</li> </ul> <p>then, to the extent Performance Shares have not converted into Shares due to satisfaction of a Milestone, subject to clause 8 Performance Shares automatically convert to that number of Shares equal to one Share per Performance Share.</p>
17.	<b>Deferral of conversion if resulting in a prohibited acquisition of Viridis Shares</b>	<p>If the conversion of a Performance Share under clauses 14 or 16 would result in any person being in contravention of section 606(1) of the Corporations Act (<b>General Prohibition</b>) then the conversion of that Performance Share shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Share would result in a contravention of the General Prohibition:</p> <ul style="list-style-type: none"> <li>(a) Holders may give written notification to Viridis if they consider that the conversion of a Performance Share may result in the contravention of the General Prohibition. The absence of such written notification from the Holder will entitle Viridis to assume the conversion of a Performance Share will not result in any person being in contravention of the General Prohibition; and</li> <li>(b) Viridis may (but is not obliged to) by written notice to a Holder request a Holder to provide the written notice referred to in clause 17(a) within seven days if Viridis considers that the conversion of a Performance Share may result in a contravention of the General Prohibition. The absence of such</li> </ul>

		written notification from the Holder will entitle Viridis to assume the conversion of a Performance Share will not result in any person being in contravention of the General Prohibition.
<b>18.</b>	<b>After Conversion</b>	<p>Within five (5) Business Days after the conversion of the Performance Shares, or such other period required by the ASX Listing Rules, Viridis will issue to the Holder the number of Shares into which the relevant Performance Shares convert.</p> <p>Shares issued on conversion of Performance Shares will, upon and from their issue, rank equally with and confer rights identical with all other Shares then on issue and application will be made by Viridis to ASX for official quotation of Shares issued upon conversion (subject to complying with any restriction periods required by the ASX).</p>
<b>19.</b>	<b>Conversion Procedure</b>	Viridis will issue the Holder with a new holding statement for Shares as soon as practicable following the conversion of Performance Shares into Shares.

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## SCHEDULE 4 – TERMS AND CONDITIONS OF INCENTIVE OPTIONS

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(a) **Entitlement**

Each Option entitles the holder to subscribe for one Share upon exercise of the Option.

(b) **Exercise Price**

Subject to paragraph (i), the amount payable upon exercise of each Option will be \$2.00 (**Exercise Price**).

(c) **Expiry Date**

Each Option will expire at 5:00 pm (WST) on the date that is two (2) years from the date of issue (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) **Exercise Period**

The Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

(e) **Notice of Exercise**

The Options may be exercised during the Exercise Period 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 or other means of payment acceptable to the Company.

(f) **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**).

(g) **Timing of issue of Shares on exercise**

Within five Business Days after the Exercise Date, the Company will:

- (i) 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;
- (ii) if required, 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
- (iii) 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 (g)(ii) 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.

(h) **Shares issued on exercise**

Shares issued on exercise of the Options rank equally with the then issued shares of the Company.

(i) **Reconstruction of capital**

If at any time the issued capital of the Company is reconstructed, all rights of an optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

(j) **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.

(k) **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.

(l) **Transferability**

The Options are non-transferable.

(m) **Tax Deferral**

Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies to the Options.



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## **SCHEDULE 5 – SUMMARY OF THE EMPLOYEE INCENTIVE SECURITIES PLAN**

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The following is a summary of the material terms and conditions of the Employee Securities Incentive Plan (Plan):

1. (Eligible Participant): A person is eligible to participate in the Plan (Eligible Participant) if they have been determined by the Board to be eligible to participate in the Plan from time to time and are an "ESS Participant" (as that term is defined in Division 1A) in relation to the Company or an associated entity of the Company.

This relevantly includes, amongst others:

- (a) an employee or director of the Company or an individual who provides services to the Company;
- (b) an employee or director of an associated entity of the Company or an individual who provides services to such an associated entity;
- (c) a prospective person to whom paragraphs (a) or (b) apply
- (d) a person prescribed by the relevant regulations for such purposes; o
- (e) certain related persons on behalf of the participants described in paragraphs (a) to (d) (inclusive).

2. (Maximum Allocation):

- (a) The Company must not make an offer of Securities under the Plan in respect of which monetary consideration is payable (either upfront, or on exercise of convertible securities) where:
  - I. the total number of Plan Shares (as defined in paragraph 13 below) that may be issued or acquired upon exercise of the convertible securities offered; plus
  - II. the total number of Plan Shares issued or 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 or such other limit as may be specified by the relevant regulations or the Company's Constitution from time to time.

3. (Purpose): The purpose of the Plan is to:

- (a) assist in the reward, retention and motivation of Eligible Participants;
- (b) link the reward of Eligible Participants to shareholder value creation; and
- (c) (c) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Securities.

4. (Plan administration): The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion, subject to compliance with applicable laws and the Listing Rules. The Board may delegate its powers and discretion.

5. (Eligibility, invitation and application): The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for Securities on such terms and conditions as the Board

decides. An invitation issued under the Plan will comply with the disclosure obligations pursuant to division 1A.

On receipt of an invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.

A waiting period of at least 14 days will apply to acquisitions of Securities for monetary consideration as required by the provisions of division 1A.

6. (Grant of Securities): The Company will, to the extent that it has accepted a duly completed application, grant the successful applicant (Participant) the relevant number of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.
7. (Terms of Convertible Securities): Each 'Convertible Security' represents a right to acquire one or more Shares (for example, under an option or performance right), subject to the terms and conditions of the Plan.

Prior to a Convertible Security being exercised a Participant does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security by virtue of holding the Convertible Security. A Participant may not sell, assign, transfer, grant a security interest over or otherwise deal with a Convertible Security that has been granted to them. A Participant must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.

8. (Vesting of Convertible Securities): Any vesting conditions applicable to the grant of Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that Convertible Security will lapse.
9. (Exercise of Convertible Securities and cashless exercise): To exercise a Convertible Security, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Convertible Securities (see below), pay the exercise price (if any) to or as directed by the Company, at any time prior to the earlier of any date specified in the vesting notice and the expiry date as set out in the invitation.

At the time of exercise of the Convertible Securities, and subject to Board approval, the Participant may elect not to be required to provide payment of the exercise price for the number of Convertible Securities specified in a notice of exercise, but that on exercise of those Convertible Securities the Company will transfer or issue to the Participant that number of Shares equal in value to the positive difference between the Market Value of the Shares at the time of exercise and the exercise price that would otherwise be payable to exercise those Convertible Securities.

Market Value means, at any given date, the volume weighted average price per Share traded on the ASX over the 5 trading days immediately preceding that given date, unless otherwise specified in an invitation.

A Convertible Security may not be exercised unless and until that Convertible Security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.

10. (Delivery of Shares on exercise of Convertible Securities): As soon as practicable after the valid exercise of a Convertible Security by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.
11. (Forfeiture of Convertible Securities): where a Participant who holds Convertible Securities ceases to be an Eligible Participant or becomes insolvent, all unvested Convertible Securities will automatically be forfeited by the Participant, unless the Board otherwise determines in its discretion to permit some or all of the Convertible Securities to vest.

Where the Board determines that a Participant has acted fraudulently or dishonestly, or wilfully breached his or her duties to the Group, the Board may in its discretion deem all unvested Convertible Securities held by that Participant to have been forfeited.

Unless the Board otherwise determines, or as otherwise set out in the Plan rules: any Convertible Securities which have not yet vested will be forfeited immediately on the date that the Board determines (acting reasonably and in good faith) that any applicable vesting conditions have not been met or cannot be met by the relevant date; and any Convertible Securities which have not yet vested will be automatically forfeited on the expiry date specified in the invitation.

12. (Change of control): if a change of control event occurs in relation to the Company, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the Participant's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the Participant to participate in and/or benefit from any transaction arising from or in connection with the change of control event.
13. (Rights attaching to Plan Shares): all Shares issued under the Plan, or issued or transferred to a Participant upon the valid exercise of a Convertible Security, (Plan Shares) will rank *pari passu* in all respects with the Shares of the same class. A Participant will be entitled to any dividends declared and distributed by the Company on the Plan Shares and may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares. A Participant may exercise any voting rights attaching to Plan Shares.
14. (Disposal restrictions on Securities): if the invitation provides that any Plan Shares or Convertible Securities are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.
15. (Adjustment of Convertible Securities): if there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.

If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Convertible Securities is entitled, upon exercise of the Convertible Securities, to receive an allotment of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised.

Unless otherwise determined by the Board, a holder of Convertible Securities does not have the right to participate in a pro rata issue of Shares made by the Company or sell renounceable rights.

16. (Participation in new issues): there are no participation rights or entitlements inherent in the Convertible Securities and holders are not entitled to participate in any new issue of Shares of the Company during the currency of the Convertible Securities without exercising the Convertible Securities.
17. (Amendment of Plan): subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.

No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Participant as they existed before the date of the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Participants.
18. (Plan duration): the Plan continues in operation until the Board decides to end it. The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely, and may end any suspension. If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Participants.

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## SCHEDULE 6 – INCENTIVE OPTIONS VALUATION

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The Incentive Options to be issued to Carlos Guedes pursuant to Resolution 9 have been valued by internal management.

Using the Black & Scholes option model and based on the assumptions set out below, the Options were ascribed the following value:

Assumptions:	
Valuation date	8 March 2024
Market price of Shares	\$1.18
Exercise price	\$2.00
Expiry date (length of time from issue)	Three years
Risk free interest rate	3.61%
Volatility (discount)	100%
<b>Indicative value per Incentive Option</b>	\$0.4846
<b>Total Value of Incentive Options</b>	\$96,923

**Note:** The valuation ranges noted above are not necessarily the market prices that the Incentive Options could be traded at and they are not automatically the market prices for taxation purposes.

Your proxy voting instruction must be received by **10.30am (AWST) on Sunday, 14 April 2024**, 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/#/loginsah> 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](mailto: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)

