



**Future Battery
Minerals Ltd**

FUTURE BATTERY MINERALS LIMITED

ACN 148 966 545

NOTICE OF GENERAL MEETING

A general meeting of Future Battery Minerals Limited will be held at 2:00 pm (WST) on Monday, 20 May 2024 at Level 9, Mia Yellagonga Tower 2, 5 Spring St, Perth WA 6000.

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 accountant, solicitor or other professional adviser prior to voting.

Shareholders may vote by directed proxy in lieu of attending the Meeting in person. Proxy Forms for the Meeting should be lodged before 2:00 pm (WST) on Saturday, 18 May 2024.

Shareholders can also submit, and are encouraged to submit, any questions in advance of the Meeting by emailing the questions to info@futurebatteryminerals.com.au by no later than 5:00 pm (WST) on Saturday, 18 May 2024.

Should you wish to discuss any matter please do not hesitate to contact the Company by telephone on +61 8 6383 7817.

FUTURE BATTERY MINERALS LIMITED

ACN 148 966 545

NOTICE OF GENERAL MEETING

Notice is hereby given that a general meeting of shareholders of Future Battery Minerals Limited (**Company**) will be held at 2:00 pm (WST) on Monday, 20 May 2024 at Level 9, Mia Yellagonga Tower 2, 5 Spring St, Perth WA 6000 (**Meeting**).

The Explanatory Memorandum provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form form part of this Notice.

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 as Shareholders on Saturday, 18 May 2024 at 2:00 pm (WST).

The Company advises that a poll will be conducted for all Resolutions.

Terms and abbreviations used in this Notice and the Explanatory Memorandum will, unless the context requires otherwise, have the meaning given to them in Schedule 1.

AGENDA

1 RESOLUTION 1 – ISSUE OF CONSIDERATION SHARES TO CORAZON

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

'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 16,129,033 Consideration Shares to Corazon Mining Limited pursuant to the Corazon Acquisition on the terms and conditions in the Explanatory Memorandum.'

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Corazon Mining Limited or any other person who will obtain a material benefit as a result of the issue of securities (except a benefit solely by reason of being a holder of ordinary securities) or an associate of that person (or those persons).

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this 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 this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

2 RESOLUTION 2 – ISSUE OF CONSIDERATION PERFORMANCE RIGHTS TO CORAZON

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

'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 120,967,744 Consideration Performance Rights to Corazon Mining Limited pursuant to the Corazon Acquisition on the terms and conditions in the Explanatory Memorandum.'

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Corazon Mining Limited or any other person who will obtain a material benefit as a result of the issue of securities (except a benefit solely by reason of being a holder of ordinary securities) or an associate of that person (or those persons).

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this 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 this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

3 RESOLUTION 3 – RATIFY TRANCHE 1 PLACEMENT SHARES ISSUED UNDER LISTING RULE 7.1

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

'That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify and approve the prior issue by the Company of 80,063,397 Shares issued under Listing Rule 7.1 (at an issue price of \$0.055 per Share) pursuant to the Tranche 1 Placement, on the terms and conditions in the Explanatory Memorandum.'

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of persons who participated in the issue of Shares pursuant to the Tranche 1 Placement or an associate of that person (or those persons).

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or

- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this 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 this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

4 RESOLUTION 4 – RATIFY TRANCHE 1 PLACEMENT SHARES ISSUED UNDER LISTING RULE 7.1A

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

'That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify and approve the prior issue by the Company of 24,527,512 Shares issued under Listing Rule 7.1A (at an issue price of \$0.055 per Share) pursuant to the Tranche 1 Placement, on the terms and conditions in the Explanatory Memorandum.'

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of persons who participated in the issue of Shares pursuant to the Tranche 1 Placement or an associate of that person (or those persons).

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this 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 this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

5 RESOLUTION 5 – ISSUE OF SHARES TO MR NICHOLAS RATHJEN UNDER THE TRANCHE 2 PLACEMENT

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

'That, pursuant to and in accordance with Listing Rule 10.11, Chapter 2E of the Corporations Act (including section 208 of the Corporations Act) and for all other purposes, Shareholders authorise and approve the issue of up to 1,400,000 Shares (at an issue price of \$0.055 per Share) to Mr Nicholas Rathjen (and/or his nominee(s)) pursuant to the Tranche 2 Placement, on the terms and conditions in the Explanatory Memorandum.'

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Nicholas Rathjen (and/or his nominee(s)) and any other person who will obtain a material benefit as a result of the proposed issue of the Shares (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of Mr Nicholas Rathjen or of any of the other abovementioned persons.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this 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 this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition

In accordance with section 224 of the Corporations Act, a vote on this Resolution must not be cast (in any capacity) by or on behalf of Mr Nicholas Rathjen or his nominee(s) or any of his, or their, associates. However, subject to the voting exclusion above and the further voting prohibition below, this does not prevent the casting of a vote if:

- (a) it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on this Resolution; and
- (b) it is not cast on behalf of Mr Nicholas Rathjen or his nominee(s) or any of his, or their, associates.

6 RESOLUTION 6 – ISSUE OF SHARES TO MR ROBIN COX UNDER THE TRANCHE 2 PLACEMENT

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

'That, pursuant to and in accordance with Listing Rule 10.11, Chapter 2E of the Corporations Act (including section 208 of the Corporations Act) and for all other purposes, Shareholders authorise and approve the issue of up to 1,100,000 Shares (at an issue price of \$0.055 per Share) to Mr Robin Cox (and/or his nominee(s)) pursuant to the Tranche 2 Placement, on the terms and conditions in the Explanatory Memorandum.'

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Robin Cox (and/or his nominee(s)) and any other person who will obtain a material benefit as a result of the proposed issue of the Shares (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of Mr Robin Cox or of any of the other abovementioned persons.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this 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 this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition

In accordance with section 224 of the Corporations Act, a vote on this Resolution must not be cast (in any capacity) by or on behalf of Mr Robin Cox or his nominee(s) or any of his, or their, associates. However, subject to the voting exclusion above and the further voting prohibition below, this does not prevent the casting of a vote if:

- (d) it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on this Resolution; and
- (e) it is not cast on behalf of Mr Robin Cox or his nominee(s) or any of his, or their, associates.

7 RESOLUTION 7 – ISSUE OF SHARES TO THE NEVILLE POWER PARTIES UNDER THE TRANCHE 2 PLACEMENT

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

'That, pursuant to and in accordance with Listing Rule 10.11, Chapter 2E of the Corporations Act (including section 208 of the Corporations Act) and for all other purposes, Shareholders authorise and approve the issue of up to 2,000,000 Shares (at an issue price of \$0.055 per Share) to Mr Neville Power (and/or his nominee(s)) and his Related Party (and/or their nominees) pursuant to the Tranche 2 Placement, on the terms and conditions in the Explanatory Memorandum.'

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Neville Power (and/or his nominee(s)), his Related Party (and/or their nominee(s)) and any other person who will obtain a material benefit as a result of the proposed issue of the Shares (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of Mr Neville Power or of any of the other abovementioned persons.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this 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 this Resolution; and
- (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition

In accordance with section 224 of the Corporations Act, a vote on this Resolution must not be cast (in any capacity) by or on behalf of Mr Neville Power or his nominee(s) or his Related Party (and/or their nominee(s)) or any of his, or their, associates. However, subject to the voting exclusion above and the further voting prohibition below, this does not prevent the casting of a vote if:

- (d) it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on this Resolution; and
- (e) it is not cast on behalf of Mr Neville Power or his nominee(s) or any of his, or their, associates.

8 RESOLUTION 8 – ISSUE OF DIRECTOR PERFORMANCE RIGHTS TO MR NEVILLE POWER

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

'That, pursuant to and in accordance with Listing Rule 10.14, Chapter 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and for all other purposes, Shareholders approve the issue of up to 7,000,000 Director Performance Rights to Mr Neville Power (and/or his nominee(s)), under the Plan on the terms and conditions in the Explanatory Memorandum.'

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Neville Power (and/or his nominees(s)) and each person referred to in Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan or an associate of that person (or those persons).

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this 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 this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition

A vote on this Resolution must not be cast (in any capacity) by or on behalf of Mr Neville Power or his nominee(s) or any of his, or their, associates. However, subject to the voting exclusion above and the further voting prohibition below, this does not prevent the casting of a vote if:

- (d) it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on this Resolution; and
- (e) it is not cast on behalf of Mr Neville Power or his nominee(s) or any of his, or their, associates.

Further, in accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and:

- (f) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or
- (g) the person appointed as proxy is the Chair and the appointment does not specify how the Chair is to vote but expressly authorises the Chair to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

9 RESOLUTION 9 – ISSUE OF DIRECTOR OPTIONS TO MR NEVILLE POWER

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

'That, pursuant to and in accordance with Listing Rule 10.14, Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and Chapter 2E of the Corporations Act (including section 208 of the Corporations Act), and for all other purposes, Shareholders approve the issue of:

- (a) *5,000,000 unlisted options, exercisable at \$0.10 each, expiring five years from the date of issue;*
- (b) *5,000,000 unlisted options, exercisable at \$0.14 each, expiring five years from the date of issue; and*
- (c) *5,000,000 unlisted options, exercisable at \$0.18 each, expiring five years from the date of issue,*

to Mr Neville Power (and/or his nominee(s)) on the terms and conditions in the Explanatory Memorandum.'

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Neville Power (and/or his nominee(s)) and any other person who will obtain a material benefit as a result of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person or those persons.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this 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 that 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 this Resolution; and
- (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition

Further, in accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast (in any capacity) by a person appointed as a proxy, where that person is either a member of the Key Management Personnel of the Company or a Closely Related Party of such a member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting on this Resolution, and:

- (d) the person is appointed as a proxy by writing that specifies the way the proxy is to vote on the Resolution; or
- (e) the person appointed as proxy is the Chair and the written appointment of the Chair as proxy does not specify the way the proxy is to vote on this Resolution, but expressly authorises the Chair to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

10 RESOLUTION 10 – SECTION 195 APPROVAL

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

'That, pursuant to and in accordance with subsection 195(4) of the Corporations Act and for all other purposes, Shareholders approve the transactions contemplated in Resolutions 5, 6 and 7(inclusive).'

Dated: 19 April 2024

By order of the Board



Silfia Morton
Company Secretary

FUTURE BATTERY MINERALS LIMITED

ACN 148 966 545

EXPLANATORY MEMORANDUM

11 INTRODUCTION

This Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at Level 9, Mia Yellagonga Tower 2, 5 Spring St, Perth WA 6000 on Monday, 20 May 2024 at 2:00 pm (WST).

This Explanatory Memorandum forms part of the Notice which should be read in its entirety. This Explanatory Memorandum contains the terms and conditions on which the Resolution will be voted upon.

This Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolution:

Section 2	Action to be taken by Shareholders
Section 3	Background
Section 0	Resolutions 1 and 2 – Issue of Consideration Securities
Section 5	Resolutions 3 and 4 – Ratify Tranche 1 Placement Shares
Section 6	Resolutions 5-7 – Issue of Shares to Related Parties under Tranche 2 Placement
Section 7	Resolution 8 – Issue of Director Performance Rights to Mr Neville Power
Section 8	Resolution 9 – Issue of Director Options to Mr Neville Power
Section 9	Resolution 10 – Section 195 Approval
Schedule 1	Definitions
Schedule 2	Summary of Corazon Agreement
Schedule 3	Terms and Conditions of Consideration Performance Rights
Schedule 4	Terms and Conditions of Director Performance Rights
Schedule 5	Terms and Conditions of Director Options
Schedule 6	Summary of Employee Incentive Plan

A Proxy Form is attached to the Notice.

12 ACTION TO BE TAKEN BY SHAREHOLDERS

12.1 Proxies

A Proxy Form is attached to the Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are invited and encouraged to

participate in the Meeting (see details below) or, if they are unable to attend, sign and return the Proxy Form to the Company in accordance with the instructions detailed in the Proxy Form. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting (subject to the voting exclusions detailed in the Notice).

To vote by proxy, please complete and sign the enclosed Proxy Form and return it by:

- (a) **post to:**
Future Battery Minerals Limited
C/- Automic Registry Services
GPO Box 5193
Sydney NSW 2001;
- (b) **facsimile to:** Automic Registry Services:
(within Australia) +61 (2) 8583 3040
(outside Australia) – not applicable;
- (c) **online at:** <https://investor.automic.com.au/#/loginsahusing> using your secure access information or use your mobile device to scan your personalised QR code on the Proxy Form; or
- (d) **email to:** meetings@automicgroup.com.au,

so that it is received not later than 2:00 pm (WST) on Saturday, 18 May 2024, being at least 48 hours before the Meeting. Proxy Forms received later than this time will be invalid.

Please note that:

- (a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- (b) a proxy need not be a member of the Company; and
- (c) a member of the Company 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. Where the proportion or number is not specified, each proxy may exercise half of the votes.

If a Shareholder appoints a body corporate as its proxy and the body corporate wishes to appoint an individual as its representative, the body corporate should provide that person with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as that body corporate's representative. The authority may be sent to the Company or its share registry in advance of the Meeting or handed in at the Meeting when registering as a corporate representative.

12.2 Attendance at the Meeting

If you attend the Meeting, please bring your personalised Proxy Form with you to assist with registration and (if possible) arrive at the venue 15 to 30 minutes before the start of the Meeting. Representatives from the Company's share registry, Automic Registry Services, will verify your shareholding against the Company's share register and note your attendance. If you do not bring your Proxy Form with you, you will still be able to attend the Meeting but you will need to verify your identity.

13 BACKGROUND

13.1 Corazon Acquisition

On 25 March 2024, the Company announced that it entered into a share sale and purchase agreement (**Corazon Agreement**) with Corazon Mining Limited (**Corazon**), pursuant to which Eastern Coolgardie Goldfields Pty Ltd, a wholly owned subsidiary of the Company, agreed to purchase 85% of the issued capital of Coolgardie Nickel Pty Ltd from Corazon (**Corazon Acquisition**).

As part of the consideration for the Corazon Acquisition, the Company agreed to issue:

- (a) 16,129,033 Shares to Corazon (**Consideration Shares**); and
 - (b) 120,967,744 Performance Rights to Corazon (**Consideration Performance Rights**),
- (together, the **Consideration Securities**).

Completion of the Corazon Acquisition is conditional upon the satisfaction of various conditions precedent, including but not limited to, Shareholder approval for the issue of the Consideration Shares (Resolution 1) and the Consideration Performance Rights (Resolution 2).

Refer to Schedule 2 for a summary of the Corazon Agreement.

For further information on the Corazon Acquisition, refer to the Company's ASX announcement dated 25 March 2024.

13.2 Placement

On 27 March 2024, the Company announced that it had received firm commitments for a placement of 109,090,909 Shares each at an issue price of \$0.055 per Share to be issued by the Company to raise approximately \$6 million (before costs) (**Placement**). The Placement comprises:

- (a) 104,590,909 Shares issued to strategic, institutional and sophisticated investors using the Company's existing Listing Rule 7.1 and 7.1A placement capacity (**Tranche 1 Placement**); and
- (b) a further 4,500,000 Shares proposed to be issued to certain Related Parties of the Company (and/or their respective nominee(s)), subject to Shareholder approval (which approval is being sought pursuant to Resolutions 5 to 7 (inclusive)) (**Tranche 2 Placement**),

(together, the **Placement**).

The Shares under the Tranche 1 Placement were issued on 5 April 2024.

The investors who have participated in the Tranche 1 Placement comprise strategic, institutional and sophisticated investors identified by the joint lead managers for the Placement, Canaccord Genuity (Australia) Limited, Aiken Mount Capital Partners and United Capital Partners (**Joint Lead Managers**).

Resolutions 3 to 7 (inclusive) seek the Shareholders' ratification or approval (as applicable) of the issue or proposed issue of Shares pursuant to the Placement. Each of those Resolutions concerns a different component of the Placement.

Refer to the Company's ASX announcements on, and after, 27 March 2024 for further details of the Placement.

13.3 Indicative use of funds

The proceeds raised from the Placement are intended to be used for the following activities:

- (a) payment to Corazon pursuant to the Corazon Agreement;
- (b) exploration at the Kangaroo Hills Lithium Project;
- (c) exploration at the Miriam Project;
- (d) general working capital purposes and offer costs; and
- (e) business development costs.

The Board reserves the right to reallocate funds for alternative purposes, as may be deemed necessary by the Board.

13.4 Additional Approval

The Company is also seeking Shareholder approval in relation to the issue of 7,000,000 Performance Rights and 15,000,000 Options to Mr Neville Power (which approval is being sought

pursuant to Resolutions 8 and 9), which securities are proposed to be issued in respect to his appointment as a Non-Executive Director and, more recently, his appointment as the Non-Executive Chair of the Company.

14 RESOLUTIONS 1 AND 2 – ISSUE OF CONSIDERATION SECURITIES

14.1 General

As detailed in Section 3.1, the Company has agreed to issue the Consideration Securities (comprising 16,129,033 Consideration Shares and 120,967,744 Consideration Performance Rights) to Corazon as consideration for the Corazon Acquisition.

Resolution 1 seeks Shareholder approval pursuant to Listing Rule 7.1 for the issue of 16,129,033 Consideration Shares to Corazon pursuant to the Corazon Acquisition.

Resolution 2 seeks Shareholder approval pursuant to Listing Rule 7.1 for the issue of 120,967,744 Consideration Performance Rights to Corazon pursuant to the Corazon Acquisition.

Resolutions 1 and 2 are ordinary resolutions.

The Chair intends to exercise all available proxies in favour of Resolutions 1 and 2.

14.2 Listing Rule 7.1

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

The issue of the Consideration Securities does not fall within any of the exceptions and, as it has not been approved by Shareholders, will effectively use up part of the Company's 15% Placement Capacity in Listing Rule 7.1.

Accordingly, Resolutions 1 and 2 seek the required Shareholder approval to issue the Consideration Securities to Corazon for the purposes of Listing Rule 7.1 (and for all other purposes).

If Resolutions 1 and 2 are passed (and all other conditions precedent to the Corazon Acquisition are satisfied or waived (as applicable)), the Company will be able to proceed with the issue of Consideration Securities. In addition, the Consideration Securities will be issued to Corazon without using up any of the Company's 15% Placement Capacity on issuing Equity Securities without Shareholder approval under Listing Rule 7.1.

If Resolutions 1 and 2 are not passed, the Consideration Securities will not be issued to Corazon and accordingly the Corazon Acquisition will not proceed, as the Corazon Acquisition is conditional on Shareholder approval for the issue of the Consideration Securities.

14.3 Specific information required by Listing Rule 7.3

The following information in relation to Resolutions 1 and 2 is provided to Shareholders for the purposes of Listing Rule 7.3:

- (a) The Consideration Securities will be issued to Corazon. Corazon is not a related party, key management personnel, a substantial shareholder or an advisor of the Company or an associate of one of those persons.
- (b) The maximum number of Consideration Shares to be issued to Corazon pursuant to the Corazon Acquisition is 16,129,033 Shares.
- (c) The maximum number of Consideration Performance Rights to be issued to Corazon pursuant to the Corazon Acquisition is 120,967,744 Performance Rights.

- (d) The Consideration Shares (and the Shares to be issued on conversion of the Consideration Performance Rights) will be fully paid ordinary shares and rank equally in all respects with the Company's existing Shares on issue.
- (e) The Consideration Securities will be issued no later than three months following the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
- (f) The Consideration Shares will be issued at a deemed issue price of \$0.062 per Share.
- (g) The Consideration Securities will be issued as consideration for the Corazon Acquisition. Accordingly, no funds will be raised from the issue of Consideration Securities pursuant to Resolutions 1 and 2.
- (h) A summary of the material terms of the Corazon Agreement is detailed in Schedule 2.
- (i) A voting exclusion statement is included in this Notice for Resolutions 1 and 2.

14.4 **Board Recommendation**

The Board recommends that Shareholders vote in favour of Resolutions 1 and 2.

15 **RESOLUTIONS 3 AND 4 – RATIFICATION OF TRANCHE 1 PLACEMENT SHARES**

15.1 **General**

As detailed in Section 3, the Company issued 104,590,909 Shares at an issue price of \$0.055 per Share under the Tranche 1 Placement (**Tranche 1 Placement Shares**).

All 104,590,909 Tranche 1 Placement Shares were issued on 5 April 2024 without Shareholder approval pursuant to the Company's placement capacity under Listing Rules 7.1 and 7.1A.

Refer to Section 3 for further details of the Placement.

Resolution 3 seeks Shareholder ratification and approval pursuant to Listing Rule 7.4 (and for all other purposes) of the issue of the 80,063,397 Tranche 1 Placement Shares issued pursuant to the Company's placement capacity under Listing Rule 7.1.

Resolution 4 seeks Shareholder ratification and approval pursuant to Listing Rule 7.4 (and for all other purposes) of the issue of the 24,527,512 Tranche 1 Placement Shares issued pursuant to the Company's placement capacity under Listing Rule 7.1A.

Resolutions 3 and 4 are ordinary resolutions.

The Chair intends to exercise all available proxies in favour of Resolutions 3 and 4.

15.2 **Listing Rules 7.1 and 7.1A**

A summary of Listing Rule 7.1 is detailed in Section 4.2.

In addition to its 15% Placement Capacity, the Company has obtained Shareholder approval pursuant to Listing Rule 7.1A at its 2023 annual general meeting to issue Equity Securities up to 10% of its issued share capital through placements over a 12 month period after the Company's 2023 annual general meeting, without needing prior Shareholder approval (**10% Placement Capacity**).

Listing Rule 7.4 provides that if the Company in general meeting ratifies the previous issue of Equity Securities made pursuant to Listing Rule 7.1 or Listing Rule 7.1A (and provided that the previous issue did not breach Listing Rule 7.1 or Listing Rule 7.1A) those Equity Securities will be deemed to have been made with Shareholder approval for the purpose of Listing Rule 7.1 or Listing Rule 7.1A.

The Company wishes to retain as much flexibility as possible to issue additional Equity Securities into the future up to the 15% Placement Capacity set out in Listing Rule 7.1 and the 10% Placement

Capacity set out in Listing Rule 7.1A without having to obtain prior Shareholder approval under those rules.

If Resolutions 3 and 4 are passed, the Tranche 1 Placement Shares will be excluded in calculating the Company's 15% Placement Capacity in Listing Rule 7.1 and the 10% Placement Capacity in Listing Rule 7.1A, respectively, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the date of issue of the Tranche 1 Placement Shares.

If Resolutions 3 and 4 are not passed, the Tranche 1 Placement Shares will be included in calculating the Company's 15% Placement Capacity in Listing Rule 7.1 and the 10% Placement Capacity in Listing Rule 7.1A, respectively, effectively decreasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the date of issue of the Tranche 1 Placement Shares.

15.3 **Specific information required by Listing Rule 7.5**

The following information in relation to Resolutions 3 and 4 is provided to Shareholders for the purposes of Listing Rule 7.5:

- (a) 104,590,909 Tranche 1 Placement Shares were issued to strategic, institutional and sophisticated investors identified by the Joint Lead Managers for the Placement. No investor under the Tranche 1 Placement was a related party of the Company, a member of the Key Management Personnel, a substantial shareholder of the Company, besides Hancock Prospecting Pty Ltd, or an adviser of the Company or an associate of any of those persons.
- (b) The Tranche 1 Placement Shares were issued on the following basis:
 - (i) 80,063,397 Shares were issued pursuant to Listing Rule 7.1, ratification of which is sought pursuant to Resolution 3; and
 - (ii) 24,527,512 Shares were issued pursuant to Listing Rule 7.1A, ratification of which is sought pursuant to Resolution 4.
- (c) The Tranche 1 Placement Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue.
- (d) The Tranche 1 Placement Shares were issued on 5 April 2024.
- (e) The Tranche 1 Placement Shares were issued at an issue price of \$0.055 per Share, raising a total of approximately \$5,752,500 (before costs).
- (f) Funds raised from the issue of the Tranche 1 Placement Shares are intended to be used as detailed in Section 3.3.
- (g) The Tranche 1 Placement Shares were issued pursuant to placement letters pursuant to which strategic, institutional and sophisticated investors agreed to participate in the Tranche 1 Placement.
- (h) A voting exclusion statement is included in the Notice for Resolutions 3 and 4.

15.4 **Board Recommendation**

The Board recommends that Shareholders vote in favour of Resolutions 3 and 4.

16 RESOLUTIONS 5, 6 AND 7 – ISSUE OF SHARES TO RELATED PARTIES UNDER THE TRANCHE 2 PLACEMENT

16.1 **General**

Resolutions, 5, 6 and 7 seek Shareholder approval pursuant to and in accordance with Listing Rule 10.11, Chapter 2E of the Corporations Act (including section 208 of the Corporations Act) (and for all other purposes) to issue (in aggregate) 4,500,000 Shares to certain Related Parties of the Company,

being Mr Nicholas Rathjen, Mr Robin Cox, Mr Neville Power (and/or their respective nominee(s)/Related Parties) under the Tranche 2 Placement (together, the **Related Party Shares**). The Related Party Shares will be offered at the same issue price as the Shares under the Placement (being \$0.055 per Share), to raise up to \$247,500 (before costs).

Refer to Section 3 for further details of the Placement.

The Company is proposing to issue:

- (a) 1,400,000 Related Party Shares to Mr Nicholas Rathjen (and/or his nominee(s)) pursuant to Resolution 5;
- (b) 1,100,000 Related Party Shares to Mr Robin Cox (and/or his nominee(s)) pursuant to Resolution 6; and
- (c) 2,000,000 Related Party Shares to Mr Neville Power (and/or his nominee(s)) and his Related Party (and/or their nominee(s)) pursuant to Resolution 7.

In accordance with Listing Rule 10.11, Shareholder approval is required for the issue of Shares to a Related Party. Messrs Edwards, Rathjen, Cox and Power are each Directors and, therefore, are Related Parties of the Company. Mr Nicholas Power is a Related Party of Mr Power; therefore, Shareholder approval is required for the issue of the 181,818 Shares to Mr Power.

The issues of the Related Party Shares do not fall within any of the exceptions to Listing Rule 10.11 and are therefore conditional upon Shareholder approval (which is being sought pursuant to Resolutions, 5, 6 and 7).

Resolutions, 5, 6 and 7 are ordinary resolutions.

The Chair intends to exercise all available proxies in favour of Resolutions, 5, 6 and 7.

16.2 **Chapter 2E of the Corporations Act**

Chapter 2E of the Corporations Act requires that 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.

Messrs Edwards, Rathjen, Cox and Power are Directors and, therefore, are Related Parties of the Company for the purposes of section 208 of the Corporations Act. Mr Nicholas Power is a Related Party of Mr Power.

There is no quorum of the Board capable forming the view that the exception for dealing on arm's length terms in section 210 of the Corporations Act applies, due to Messrs Edwards, Rathjen, Cox and Power having an interest in the outcome of Resolutions 5, 6 and 7. Accordingly, the Board has determined to seek Shareholder approval pursuant to section 208 of the Corporations Act for Resolutions 5, 6 and 7.

16.3 **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:

- (a) a Related Party;
- (b) a person who is, or was at any time in the six months before the issue or agreement, a substantial (30%+) holder in the company;

- (c) a person who is, or was at any time in the six 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;
- (d) an associate of a person referred to in (a) to (c); or
- (e) a person whose relationship with the company or a person referred to in (a) to (d) is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it obtains shareholder approval.

The issue of the Related Party Shares to Mr Michael Edwards, Mr Nicholas Rathjen, Mr Robin Cox and Mr Neville Power (and/or their respective nominee(s)) falls within paragraph (a) above (being Listing Rule 10.11.1), as Messrs Edwards, Rathjen, Cox and Power are Related Parties to the Company, and does not fall within any of the exceptions in Listing Rule 10.12. The issue of the Related Party Shares to Mr Nicholas Power (and/or his nominee(s)) falls within paragraph (d) above and does not fall within any of the exceptions in Listing Rule 10.12. Therefore, it requires the approval of Shareholders under Listing Rule 10.11.

Resolution 5 seeks the required Shareholder approval to issue 1,400,000 Related Party Shares to Mr Nicholas Rathjen (and/or his nominee(s)) under and for the purposes of Listing Rule 10.11 (and for all other purposes).

Resolution 6 seeks the required Shareholder approval to issue 1,100,000 Related Party Shares to Mr Robin Cox (and/or his nominee(s)) under and for the purposes of Listing Rule 10.11 (and for all other purposes).

Resolution 7 seeks the required Shareholder approval to issue 2,000,000 Related Party Shares to Mr Neville Power (and/or his nominee(s)) and his Related Party (and/or their nominee(s)) under and for the purposes of Listing Rule 10.11 (and for all other purposes).

If Resolutions 5, 6 or 7 are passed, the Company will be able to proceed with the issue of the relevant Related Party Shares to the relevant Related Party (and/or his nominee(s)) and pursuant to Listing Rule 7.2 (exception 14), the issue of the relevant Related Party Shares 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 Resolutions 5, 6 or 7 are not passed, the Company will not be able to proceed with the issue of the relevant Related Party Shares to the relevant Related Party (and/or his nominee(s)), and the Company will not be able to raise funds from issuing Related Party Shares to that Director or Mr Power and may seek to raise them from alternate investors.

16.4 **Specific information required by Listing Rule 10.13 and section 219 of the Corporations Act**

The following information in relation to Resolutions, 5, 6 and 7 is provided to Shareholders for the purposes of Listing Rule 10.13 and section 219 of the Corporations Act:

- (a) The Related Party Shares under the Tranche 2 Placement will be issued to:
 - (i) Mr Nicholas Rathjen (and/or his nominee(s)) under Resolution 5;
 - (ii) Mr Robin Cox (and/or his nominee(s)) under Resolution 6; and
 - (iii) Mr Neville Power (and/or his nominee(s)) and his Related Party (and/or their nominee(s)) under Resolution 7.
- (b) Messrs Edwards, Rathjen, Cox and Power fall within Listing Rule 10.11.1 as they are Related Parties of the Company by virtue of Messrs Edwards, Rathjen, Cox and Power being Directors. Mr Nicholas Power is a Related Party of the Company and falls under Listing Rule 10.14.2
- (c) The maximum number of Related Party Shares to be issued to:

- (i) Mr Nicholas Rathjen (and/or his nominee(s)) is 1,400,000 Related Party Shares pursuant to Resolution 5;
 - (ii) Mr Robin Cox (and/or his nominee(s)) is 1,100,000 Related Party Shares pursuant to Resolution 6; and
 - (iii) Mr Neville Power (and/or his nominee(s)) and his Related Party (and/or their nominee(s)) is 2,000,000 Related Party Shares pursuant to Resolution 7.
- (d) The Related Party Shares will be fully paid ordinary shares in the capital of the Company and will rank equally in all respects with the Company's existing Shares on issue.
 - (e) The Related Party Shares will have an issue price of \$0.055 per Share, raising a total of \$247,500 (before costs).
 - (f) The Related Party Shares will be issued no later than one 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).
 - (g) Funds raised from the issue of the Related Party Shares to Messrs Edwards, Rathjen, Cox Power and Power (and/or their respective nominee(s)) are intended to be used as detailed in Section 3.3.
 - (h) The estimated value of the financial benefit provided to the Related Parties on the basis of the issue price per Share under the Tranche 2 Placement (being \$0.055 per Share) is as follows:

Related Party	Number of Related Party Shares	Value at \$0.055 per Share
Mr Nicholas Rathjen	1,400,000	77,000
Mr Robin Cox	1,100,000	60,500
Mr Nicholas Power	181,818	10,000
Mr Neville Power	1,818,182	100,000

- (i) The current remuneration package of the Directors, being Messrs Edwards, Cox, Rathjen and Power is as follows:

Director	Cash Salary & Fees ¹ (\$)	Share based payments (\$)		Total (\$)
		Performance Rights ²	Options ²	
Mr Micheal Edwards ³	168,000	(2,073)	13,216	179,143
Mr Nicholas Rathjen ⁴	300,000	-	-	300,000
Mr Robin Cox ³	132,600	162,410	5,137	300,147
Mr Neville Power	66,600	-	-	66,600

Note:

1. Inclusive of superannuation.
2. Refer to the Annual Report for further details.
3. Remuneration for the year ended 30 June 2023 as detailed in the Annual Report.
4. Mr Rathjen's base salary as announced on the ASX on 11 September 2023.

- (j) As at the date of the Notice, Messrs Power, Edwards, Cox and Rathjen hold the following interests in the Company's securities:

Name	Shares	Options	Performance Rights
Mr Michael Edwards ¹	2,130,000	500,000	7,450,000
Mr Nicholas Rathjen ¹	2,400,000	Nil	19,500,000
Mr Robin Cox ¹	4,356,839	250,000	5,225,000
Mr Neville Power ²	5,500,000	Nil	Nil

Note:

1. Refer to Appendix 3Ys released on 29 November 2023 for further details.
2. Refer to Appendix 3Y released on 21 November 2023.

- (k) The Related Party Shares to be issued to Messrs Edwards, Cox, Rathjen and Power (and/or their respective nominee(s)/Related Parties) will result in a dilution of all other Shareholders' holdings in the Company of 0.71% based on issued Shares as at the date of the Notice and 0.63% on a fully diluted basis.
- (l) The historical quoted price information for Shares for the last twelve months is as follows:

Shares	Price	Date
Highest	\$0.15	21 June 2023
Lowest	\$0.045	30 January 2024
Last	\$0.54	9 April 2024

- (m) The Related Party Shares are to be offered pursuant to placement letters pursuant to which Messrs Edwards, Rathjen, Cox and Power (and/or their respective nominee(s)/Related Parties) will subscribe for Shares at an issue price of \$0.055 per Share.
- (n) Mr Rathjen has an interest in Resolution 5 and, therefore, believes it inappropriate to make a recommendation.
- (o) Mr Cox has an interest in Resolution 6 and, therefore, believes it inappropriate to make a recommendation.
- (p) Mr Power has an interest in Resolution 7 and, therefore, believes it inappropriate to make a recommendation.
- (q) Other than the information above and otherwise detailed in the Notice, the Company believes that there is no other information that would reasonably be required by Shareholders to pass to Resolutions 5, 6 and 7.
- (r) A voting exclusion statement is included in the Notice for Resolutions 5, 6 and 7.

16.5 Board Recommendation

The Board (excluding Mr Nicholas Rathjen, due to his personal interest in Resolution 5) recommends that Shareholders vote in favour of Resolution 5.

The Board (excluding Mr Robin Cox, due to his personal interest in Resolution 6) recommends that Shareholders vote in favour Resolution 6.

The Board (excluding Mr Neville Power, due to his personal interest in Resolution 7) recommends that Shareholders vote in favour of Resolution 7.

17 RESOLUTION 8 – ISSUE OF DIRECTOR PERFORMANCE RIGHTS TO MR NEVILLE POWER

17.1 General

On 17 November 2023, the Company appointed Mr Neville Power as a non-executive Director. As part of his engagement as non-executive Director, the Company agreed, subject to Shareholder approval, to grant 7,000,000 Performance Rights to Mr Neville Power (and/or his nominee(s)) (**Director Performance Rights**).

Resolution 8 seeks Shareholder approval in accordance with Listing Rule 10.14, Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and for all other purposes to grant an aggregate of 7,000,000 Director Performance Rights to Mr Neville Power (and/or his nominee(s)), under the Plan.

The Board considers that the grant of Director Performance Rights to Mr Neville Power would be a cost effective and efficient reward for the Company to appropriately incentivise his performance and is consistent with the strategic goals and targets of the Company.

The Director Performance Rights shall vest and convert into Shares on a one for one basis subject to the satisfaction of the following vesting conditions:

Tranche	Number of Director Performance Rights	Vesting Conditions	Performance Period
1	2,500,000	The Company achieving a Share price of at least \$0.20 per Share based on a 30-day VWAP.	36 months from issue date
2	2,000,000	The Company achieving a Share price of at least \$0.35 per Share based on a 30-day VWAP.	36 months from issue date
3	2,500,000	Subject to the continuous service as a non-executive Director from the date of issue of the Performance Rights to the date that is 12 months from the issue date, the Performance Rights will vest on the date that is 12 months from the issue date.	12 months from issue date

Refer to Schedule 4 for the terms and conditions of the Director Performance Rights. Refer to Schedule 6 for a summary of the material terms of the Plan.

If the vesting condition of a Director Performance Right is satisfied prior to the relevant performance period date, the Director Performance Right will vest.

Unless otherwise determined by the Board, all unvested Director Performance Rights issued to Mr Power will lapse and be cancelled if:

- (a) the performance condition of a Director Performance Right is not achieved by the relevant performance period; or
- (b) Mr Power ceases to be employed by the Company for any reason other than where Mr Power is a Good Leaver.

Resolution 8 is an ordinary resolution.

The Chair intends to exercise all available proxies in favour of Resolution 8.

17.2 Section 200B of the Corporations Act

In accordance with section 200B of the Corporations Act, a company may only give a person a benefit in connection with their retirement from a managerial or executive office, or position of employment, in the Company or a related body corporate if:

- (a) it is approved by shareholders under section 200E of the Corporations Act; or
- (b) an exemption applies (for example, where the benefit together with other benefits does not exceed the payment limits set out in the Corporations Act, including where the aggregate benefits do not exceed one year's average base salary).

Section 200B of the Corporations Act applies where the benefit is given to, among other persons, a person whose details were included in the Director's Report for the previous financial year. Whilst Mr Power's details were not included in the FY2023 Directors Report, as he was appointed following the publication of the FY2023 Directors Report, he will be included in the FY2024 Directors Report.

A benefit includes (among other things) automatic, or accelerated, vesting of share-based payments for a person or the exercise of a discretion to allow a person to maintain a benefit they would not otherwise be entitled to retain, on, or as a result of, retirement from their position in the company.

The Director Performance Rights will be issued under the Plan which provides that the Director Performance Rights may, subject to the Board's discretion, vest upon Mr Neville Power ceasing to be a Director. The Board has formed the view that, should this occur, the affected Director Performance Rights may constitute a benefit in connection with Mr Power's retirement from office under section 200B of the Corporations Act.

The benefits for which approval is being sought under Resolution 8 include (together, the **Potential Retirement Benefits**) benefits that may result from the vesting of the Director Performance Rights or from the Board exercising discretions conferred under the terms of the Plan. In particular, the Board will have the discretion to determine that, when Mr Power is no longer an Eligible Participant, whether the Director Performance Rights will not lapse at that time, and such Director Performance Rights may vest or be retained.

One of the benefits for which approval is sought under Resolution 8 is the potential for Shares to be issued or transferred to Mr Power (and/or his nominees) upon the vesting of the Director Performance Rights as a result of the Board exercising a discretion to vest the Director Performance Rights as a termination benefit.

The Company is therefore seeking Shareholder approval under section 200B of the Corporations Act in connection with the potential vesting of the Director Performance Rights proposed to be granted to Mr Power pursuant to Resolution 8.

17.3 Specific information required by section 200E of the Corporations Act

The following additional information in relation to Resolution 8 is provided to Shareholders for the purposes of section 200E of the Corporations Act:

- (a) the amount or value of the benefit relating to the Director Performance Rights pursuant to Resolution 8 to be held by Mr Power (and/or his nominee(s)) which may arise in connection with his retirement from a managerial or executive office cannot presently be ascertained (please refer to Section 7.6(h) for an estimate of the current value of the Director Performance Rights (if they were on issue)). However, matters, events and circumstances that will, or are likely to affect the calculation of that amount or value include:
 - (i) the number of Director Performance Rights held prior to ceasing to be a Director;
 - (ii) the outstanding conditions (if any) of vesting of the Director Performance Rights and the number that the Board determines to vest, lapse or leave on foot;
 - (iii) the applicable performance measures and the achievement of such measures;
 - (iv) the portion of the relevant performance period for the Director Performance Rights that have expired at the time Mr Power ceases to be a Director;

- (v) the circumstances of, or reasons for, Mr Power ceasing to be a Director (for example, whether Mr Power is a Good Leaver or Bad Leaver);
 - (vi) the length of service with the Company and performance over that period of time;
 - (vii) any other factors that the Board determines to be relevant when exercising its discretion to provide the Potential Retirement Benefits to Mr Power;
 - (viii) the market price of the Shares on ASX at the relevant time when the amount or value of the Performance Rights is determined;
 - (ix) any changes in law; and
 - (x) the risk free rate of return in Australia and the estimated volatility of the Shares on ASX at the relevant time; and
- (b) the Company intends to calculate the value of the benefit relating to the Director Performance Rights at the relevant time based on the above factors. An appropriate valuation of the Performance Rights can be determined using the market price of the Shares at the date of the Notice.

17.4 Chapter 2E of the Corporations Act

A summary of Chapter 2E of the Corporations Act is provided in Section 6.2.

The grant of Director Performance Rights under the Plan (and their exercise or conversion into Shares) constitutes giving a financial benefit as Mr Power is a related party of the Company by virtue of being a Director. The Directors (other than Mr Power, given his material personal interest in Resolution 8) have considered the application of Chapter 2E of the Corporations Act and have resolved that the reasonable remuneration exception provided by section 211 of the Corporations Act is applicable. Accordingly, the Company will not seek approval for the issue of the Director Performance Rights pursuant to section 208 of the Corporations Act.

17.5 Listing Rule 10.14

Listing Rule 10.14 provides that a listed company must not permit any of the following persons to acquire equity securities under an employee incentive scheme:

- (a) a director of the company;
- (b) an associate of a director of the company; or
- (c) a person whose relationship with the company or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by its shareholders,

unless it obtains the approval of its shareholders.

The issue of Director Performance Rights to Mr Power falls within paragraph (a) above (being Listing Rule 10.14.1) and therefore requires the approval of Shareholders under Listing Rule 10.14.

If Resolution 8 is passed, the Company will be able to proceed with the issue of the Director Performance Rights to Mr Power (and/or his nominee(s)). Approval pursuant to Listing Rule 7.1 will not be required as approval is being obtained under Listing Rule 10.14 (exception 14 under Listing Rule 7.2). Accordingly, the issue of Director Performance Rights (and Shares issued on exercise of the relevant Performance Rights) will not be included in calculating the Company's 15% Placement Capacity under Listing Rule 7.1.

If Resolution 8 is not passed, the Company will not be able to proceed with the issue of the Director Performance Rights to Mr Power (and/or his nominee(s)) and the Company may need to consider alternative arrangements which may include a cash payment made in accordance with the Company's ordinary remuneration process.

17.6 Specific information required by Listing Rule 10.15

The following information in relation to Resolution 8 is provided to Shareholders for the purposes of Listing Rule 10.15:

- (a) The Director Performance Rights will be issued to Mr Neville Power pursuant to Resolution 8.
- (b) Mr Power falls within Listing Rule 10.14.1 as he is a Director and, therefore, a related party of the Company. Any party Mr Power nominates to receive Director Performance Rights would be expected to fall within the category 10.14.2 of the Listing Rules as an associate of Mr Power.
- (c) The maximum number of Director Performance Rights to be granted to Mr Power (and/or his nominee(s)) is 7,000,000 Director Performance Rights as follows:
 - (i) 2,500,000 Tranche 1 Director Performance Rights;
 - (ii) 2,000,000 Tranche 2 Director Performance Rights; and
 - (iii) 2,500,000 Tranche 3 Director Performance Rights.
- (d) The current remuneration package of Mr Power is as follows:

Director	Cash Salary & Fees ¹ (\$)	Superannuation (\$)	Share based payments (\$)	Total (\$)
Mr Neville Power	60,000	6,600	-	66,600

Note:

- 1. Exclusive of superannuation.

- (e) As at the date of the Notice, the Company has not granted any securities under the Plan to Mr Power.
- (f) The terms and conditions of the Director Performance Rights are detailed in Schedule 4.
- (g) The Director Performance Rights are proposed to be issued as a cost effective and efficient reward for the Company to appropriately incentivise the continued performance of Mr Power and is considered by the Board to be consistent with the strategic goals and targets of the Company.
- (h) The value attributed to the Director Performance Rights proposed to be issued under Resolution 8 (including the financial benefits inherent in that proposed issue of Performance Rights) are as follows:

	Tranche 1	Tranche 2	Tranche 3
Number of Director Performance Rights	2,500,000	2,000,000	2,500,000
Underlying Share price	\$0.057	\$0.057	\$0.057
Conversion price	Nil	Nil	Nil

Expiry date	Four years from date of issue	Four years from date of issue	Four years from date of issue
Valuation per tranche of Director Performance Rights	\$102,500	\$64,000	\$142,500
Director Performance Rights Quantum	\$309,000		

Note:

1. Based on an underlying Share price of \$0.057, being the closing price of Shares on ASX on 5 April 2024.
2. The valuation assumes that all the vesting conditions are satisfied. As a result, if all the vesting conditions are satisfied to the maximum extent, the total value attributed to the Performance Rights to be issued to Mr Power (and/or his nominee(s)) would be approximately \$309,000.

- (i) The Company intends to grant the Director Performance Rights to Mr Power (and/or his nominee(s)) within one month after the date of the Meeting, and by no later than three years after the date of the Meeting.
- (j) The Director Performance Rights will be granted for nil cash consideration (and no amount is payable upon the conversion of the Director Performance Rights).
- (k) No funds will be raised by the grant of the Director Performance Rights as they are being granted for nil cash consideration.
- (l) A summary of the material terms of the Plan are detailed in Schedule 6.
- (m) No loan will be provided to Mr Power in relation to the acquisition of the Director Performance Rights under the Plan.
- (n) The Company notes that:
 - (i) details of any securities 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
 - (ii) any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the Plan after the resolution is approved and who were not named in the notice of meeting will not participate until approval is obtained under that rule.
- (o) A voting exclusion statement is included in the Notice for Resolution 8.

17.7 Board Recommendation

The Board (excluding Mr Power) recommends that Shareholders vote in favour Resolution 8.

18 RESOLUTION 9 – ISSUE OF DIRECTOR OPTIONS TO MR NEVILLE POWER

18.1 General

On 25 March 2024, the Company appointed Mr Neville Power as Non-Executive Chair. As part of his engagement as Non-Executive Chair, the Company agreed, subject to Shareholder approval, to grant 15,000,000 Options to Mr Neville Power (and/or his nominee(s)) (**Director Options**).

Resolution 9 seeks Shareholder approval pursuant to and in accordance with Listing Rule 10.14, Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and Chapter 2E of the Corporations Act (including section 208 of the Corporations Act) (and for all other purposes) for the grant the Director Options under the Plan to Mr Neville Power (and/or his nominee(s)).

The Director Options contemplated by Resolution 9 are proposed to be issued to Mr Power (and/or his respective nominees) to align the long-term goals of Mr Power with that of Shareholders and to establish an incentive for Mr Power to provide ongoing dedicated services to the Company. The Director Options are intended to provide remuneration to the Directors (and/or their nominees) that is linked to the performance of the Company. The benefit would only be received from the Director Options upon the Share price exceeding the exercise price of the Director Options and thereby warranting their exercise.

Under the Company's current circumstances, the Directors consider that the incentive noted above, represented by the issue of Director Options, is a cost effective and efficient reward and incentive for Mr Power, as opposed to alternative forms of incentive such as the payment of cash compensation only. In addition, the Directors consider it prudent to remunerate the Directors by way of Director Options so as to preserve the cash reserves of the Company.

The Company proposes to issue the Director Options to Mr Power (and/or his nominee(s)) as follows:

Tranche	Number	Exercise Price (\$)	Expiry Date
1	5,000,000	\$0.10	4 years from issue date
2	5,000,000	\$0.14	4 years from issue date
3	5,000,000	\$0.18	4 years from issue date

The Board has determined the exercise price of the Director Options with regard to the market value of the Shares, and considers the price to be a suitable premium to the meet the objectives of the proposed grant of Director Options as outlined above.

If all of the 15,000,000 Director Options are exercised then based on the Company's current Shares on issue, the Director Options would represent only 2.35% of the issued capital of the Company.

The full terms and conditions of the Director Options proposed to be issued to Mr Power (and/or his respective nominees) are detailed in Schedule 5.

Refer to Schedule 6 for a summary of the terms and conditions of the Plan. The Company obtained Shareholder approval on 3 February 2023 for the adoption of the Plan and for the grant of up to a maximum of 42,632,013 securities under the Plan (excluding issues approved by Shareholders under Listing Rules 10.11 or 10.14).

18.2 Section 200B of the Corporations Act

A summary of Section 200B is provided in Section 7.2.

The Director Potential Retirement Benefits for which approval is being sought under Resolution 9 include benefits that may result from automatic vesting of the Director Options or the Board exercising discretions in relation to the Director Options. In particular, in relation to those discretions for the Director Options, the Board will have the discretion to determine that, where Mr Power ceases to be a Director before the expiry date of a Director Option, some or all of the Director Options will not lapse or be forfeited (if they would otherwise lapse or be forfeited) or will be converted into Shares which are issued or transferred to their respective nominee(s) for some or all of the Director Options.

The Director Options may vest after Mr Power ceases to hold his position as a Director, which is also another benefit for which approval is sought under Resolution 9 (inclusive).

Refer to the terms and conditions of the Director Options in Schedule 5 and summary of the key terms of the Plan in Schedule 6 for further information in relation to the potential retirement benefits for which approval is sought under Resolution 9.

18.3 **Specific information required by section 200E of the Corporations Act**

Section 200E of the Corporations Act provides that the following information be provided to the Shareholders for the purpose of obtaining Shareholder approval for the grant of Director Options to Mr Power:

- (a) the amount or value of the Director Options proposed to be issued to Mr Power pursuant to Resolution 9 is \$495,000 based on a Black Scholes Option Pricing Model as at the date of this Notice. The value of the Director Options will change and depend on:
 - (i) the number of Director Options held by Mr Power prior to ceasing the directorship with the Company;
 - (ii) the number of Director Options that may lapse;
 - (iii) the circumstances of, or reasons for, ceasing the directorship with the Company and the Board exercising its discretion to waive any vesting conditions (subject to compliance with the Listing Rules);
 - (iv) the market price of the Shares on ASX upon the conversion of Director Options into Shares;
 - (v) the risk-free rate of return in Australia and the estimated volatility of the Company's Shares on ASX at the relevant time, and
- (b) the Company intends to calculate the value of the benefit relating to the Director Options, at the relevant time, based on the above factors.

18.4 **Chapter 2E of the Corporations Act**

A summary of Chapter 2E of the Corporations Act is provided in Section 6.2.

The grant of Director Options under the Plan (and their exercise or conversion into Shares) constitutes giving a financial benefit as Mr Power is a related party of the Company by virtue of being a Director. The Directors (other than Mr Power, given his material personal interest in Resolution 9) have considered the application of Chapter 2E of the Corporations Act and have resolved that the reasonable remuneration exception provided by section 211 of the Corporations Act is applicable. Accordingly, the Company will not seek approval for the issue of the Director Performance Rights pursuant to section 208 of the Corporations Act.

18.5 **Listing Rule 10.14**

Listing Rule 10.14 provides that a listed company must not permit any of the following persons to acquire Equity Securities under an employee incentive plan without the approval of shareholders:

- (a) a director of the company;
- (b) an associate of a director of the company; or
- (c) a person whose relationship with the company or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by its shareholders.

The grant of Director Options to Mr Neville Power (and/or his nominee(s)) falls within paragraph (a) above (being Listing Rule 10.14.1), as Mr Power is a Director. The proposed grant of the Director Options to Mr Power (and/or his nominee(s)) therefore requires the approval of Shareholders under Listing Rule 10.14.

If Resolution 9 is passed, the Company will be able to proceed with the grant of the Director Options to Mr Power (and/or his nominee(s)). Approval pursuant to Listing Rule 7.1 will not be required as approval is being obtained under Listing Rule 10.14 (exception 14 under Listing Rule 7.2). Accordingly, if Resolution 9 is passed, the grant of the Director Options to Mr Power (and/or his nominee(s)) (and Shares issued on exercise of the Director Options) will not be included in calculating the Company's 15% Placement Capacity under Listing Rule 7.1.

If Resolution 9 is not passed, the Company will not be able to proceed with the grant of the Director Options to Mr Power (and/or his nominee(s)) and may consider alternative forms of remuneration with Mr Power.

18.6 Specific information required by Listing Rule 10.15

The following information in relation to Resolution 9 is provided to Shareholders for the purposes of Listing Rule 10.15:

- (a) the Director Options will be granted to Mr Neville Power (and/or his nominee(s));
- (b) Mr Power falls within category 10.14.1 of the Listing Rules as he is a Director of the Company;
- (c) the maximum number of Director Options to be granted to Mr Power (and/or his nominee(s)) is 15,000,000 Director Options;
- (d) the current total remuneration package for Mr Power for being Non-Executive Chair of the Company is detailed below:

Director	Cash Salary & Fees ¹ (\$)	Superannuation (\$)	Share based payments (\$)	Total (\$)
Mr Neville Power	60,000	6,600	-	66,600

Notes:

- 1. Inclusive of superannuation.

- (e) no securities have previously been issued to Mr Power (and/or his nominee(s)) under the current Plan;
- (f) the Director Options proposed to be granted to Mr Power (and/or his nominee(s)) have the key terms summarised in Section 8.1 above (refer to Schedule 5 for the terms of the Director Options) and are proposed to be issued under the terms of the Plan (refer to Schedule 6 for a summary of the key terms of the Plan). The Shares to be issued on exercise of the Director Options will be fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue.
- (g) Shareholders should be aware that:
 - (i) the Board may decide (on any conditions which it thinks fit) that some or all of the Director Options will not be forfeited as they would for the reasons provided for in the Plan (i.e., cessation of employment, insolvency or failure to satisfy vesting condition), but will be forfeited at the time and subject to the conditions the Board may specify by written notice to holder; and
 - (ii) any vesting condition in respect of a Director Option may, subject to Applicable Laws, be waived by the Board by written notice to the holder on such terms and conditions as determined by the Board and set out in that notice.

The exercise of the Board's discretion will occur in compliance with the Listing Rules and any applicable waivers required to be obtained at the relevant time;

- (h) the Director Options are intended to be granted within one month after the date of the Meeting, and by no later than three years following the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);
- (i) the Director Options will be granted for nil consideration as they are proposed to be granted as part of Mr Power's incentive-based remuneration package. Since the Director Options have a nil exercise price, the Company will not receive any funds from the payment of an exercise price that it may utilise towards its expenditure;

- (j) the Company values the Director Options as follows:

	Tranche 1	Tranche 2	Tranche 3
Valuation Date	4 April 2024	4 April 2024	4 April 2024
Market price of Shares	\$0.057	\$0.057	\$0.057
Exercise price	\$0.10	\$0.14	\$0.18
Interest rate	4.05%	4.05%	4.05%
Volatility	91%	91%	91%
Expiry date	5 years from issue date	5 years from issue date	5 years from issue date
No. of Options	5,000,000	5,000,000	5,000,000
Indicative value	\$0.0361	\$0.0328	\$0.0303

- (k) details of any securities issued under the Plan will be published in the Company's annual report 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;
- (l) any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the Plan after the resolution is approved and who were not named in the notice of meeting will not participate until approval;
- (m) a voting exclusion statement is included in the Notice for Resolution 9; and
- (n) the Board is not aware of any other information that would be reasonably required by Shareholders to allow them to make a decision whether it is in the best interests of the Company to pass Resolution 9.

18.7 Board recommendation

The Board (excluding Mr Neville Power) recommends that Shareholders vote in favour of Resolution 9.

19 RESOLUTION 10 – SECTION 195 APPROVAL

19.1 General

In accordance with section 195 of the Corporations Act, a director of a public company may not vote or be present during meetings of directors when matters in which that director holds a 'material personal interest' are being considered.

Messrs Neville Power, Robin Cox and Nicholas Rathjen have a material personal interest in the outcome of Resolutions 5, 6 and 7 (inclusive).

In the absence of this Resolution 10, the Directors may not be able to form a quorum at directors meetings necessary to carry out the terms of Resolutions 5, 6 and 7 (inclusive).

The Directors accordingly exercise their right under section 195(4) of the Corporations Act to put the issue to Shareholders to resolve.

Resolution 10 is an ordinary resolution.

The Chair intends to exercise all available undirected proxies in favour of Resolution 10.

19.2 **Board Recommendation**

The Board considers that, given the potential personal interests of the Directors the subject of Resolution 10, it would be inappropriate for the Directors to give any voting recommendation with respect to Resolution 10.

Schedule 1– Definitions

In the Notice and this Explanatory Memorandum, words importing the singular include the plural and vice versa.

\$ means Australian Dollars.

10% Placement Capacity has the meaning given in Section 5.2.

15% Placement Capacity has the meaning given in Section 4.2.

Annual Report means the Directors' Report, the Financial Report and the Auditor's Report in respect to the financial period ended 30 June 2023.

Applicable Law means any one or more or all, as the context requires of:

- (a) the Corporations Act;
- (b) the Listing Rules;
- (c) the Company's constitution;
- (d) the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth);
- (e) any relevant practice note, policy statement, regulatory guide, class order, declaration, guideline, policy, procedure, ruling, judicial interpretation or other guidance note made to clarify, expand or amend (a), (b), or (d) above;
- (f) any other legal requirement (including, without limitation, the rules of the general law, including common law and equity, and any judgment, order, decree, declaration or ruling of a court of competent jurisdiction or government agency binding on a person or the assets of that person) that applies to the Plan; and
- (g) in respect of acquisition or disposals of any Shares, any formal policy relating to dealings in Shares adopted by the Board from time to time, including the Company's Share Trading Policy.

ASX means ASX Limited (ACN 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX.

Auditor's Report means the auditor's report on the Financial Report.

Bad Leaver means a Participant who ceases to be an Eligible Participant and does not meet the Good Leaver criteria.

Board means the board of Directors of the Company.

Chair means the person appointed to chair the Meeting, or any part of the Meeting, convened by the Notice.

Closely Related Party has the meaning given in section 9 of the Corporations Act.

Company or **FBM** means Future Battery Minerals Limited ACN 148 966 545.

Consideration Performance Rights has the meaning given in Section 3.1.

Consideration Securities has the meaning given in Section 3.1.

Consideration Shares has the meaning given in Section 3.1.

Constitution means the constitution of the Company as amended from time to time.

Corazon means Corazon Mining Limited ACN 112 898 825.

Corazon Acquisition has the meaning given in Section 3.1.

Corazon Agreement has the meaning given in Section 3.1.

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

Director means a director of the Company.

Director Options has the meaning given in Section 8.1.

Director Performance Rights has the meaning given in Section 7.1.

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

Eligible Participant means:

- (h) Directors and employees who are determined by the Board in its sole and absolute discretion to be eligible to receive grants of employee incentives; or
- (i) any other person who is determined by the Board in its sole and absolute discretion to be eligible to receive grants of employee incentives.

Employee Incentives means means any:

- (j) Share, Option or Performance Right granted, issued or transferred; or
- (k) Share(s) issued pursuant to the exercise of an Option or conversion of a Performance Right, under the Plan.

Equity Securities has the meaning given in the Listing Rules.

Explanatory Memorandum means the explanatory memorandum which forms part of the Notice.

Financial Report means the annual financial report prepared under Chapter 2M of the Corporations Act of the Company and its controlled entities.

Good Leaver means a Participant who ceases to be an Eligible Participant in any of the following circumstances:

- (l) the Participant and Board have agreed in writing that the Participant has entered into bona fide retirement;
- (m) the Participant and the Board have agreed in writing that the Participant's role has been made redundant;
- (n) the Participant is resigning after at least 3 years of service to the Company;
- (o) the Participant's role has been terminated without cause;
- (p) the Board has determined (in its sole and absolute discretion) that:
 - (i) Special Circumstances apply to the Participant; or
 - (ii) the Participant is no longer able to perform their duties under their engagement or employment arrangements with the Company due to poor health, injury or disability;
- (q) the Participant's death; or
- (r) any other circumstance determined by the Board in writing.

Joint Lead Managers means Aiken Mount Capital Partners, United Capital Partners and Canaccord Genuity (Australia) Limited ACN 075 071 466.

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.

Listing Rules means the listing rules of ASX.

Meeting has the meaning in the introductory paragraph of the Notice.

Notice means the notice of meeting which comprises of the notice, agenda, Explanatory Memorandum and Proxy Form.

Option means an option which entitles the holder to subscribe for a Share.

Participant means:

- (s) an Eligible Participant who has been granted employee incentives under the Plan; or
- (t) where an Eligible Participant has made a nomination:
 - (i) the Eligible Participant; or
 - (ii) the nominee of the Eligible Participant who has been granted Employee Incentives under the Plan,

as the context requires.

Performance Rights means a performance right which converts into a Share on satisfaction of a specified milestone.

Placement has the meaning given in Section 3.

Plan means the Future Battery Minerals Limited (formerly known as Auroch Minerals Limited) Employee Incentive Plan approved by Shareholders on 3 February 2023.

Potential Retirement Benefits has the meaning given in Section 7.2.

Proxy Form means the proxy form attached to the Notice.

Related Party has the meaning given in section 228 of the Corporations Act or the Listing Rules (as applicable).

Related Party Shares has the meaning given in Section 6.1.

Resolution means a resolution detailed in the Notice.

Schedule means a schedule to this Explanatory Memorandum.

Section means a section of this Explanatory Memorandum.

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

Shareholder means a holder of one or more Shares in the Company.

Special Circumstances means the total and permanent disablement of the Participant such that the Participant is unlikely ever to engage in any occupation for which the Participant is reasonably qualified by education, training or experience

Tranche 1 Placement has the meaning given in Section 3.2(a).

Tranche 1 Placement Shares has the meaning given in Section 5.1.

Tranche 2 Placement has the meaning given in Section 3.2(b).

VWAP means the volume weighted average price.

WST means Australian Western Standard Time.

Schedule 2– Summary of Corazon Agreement

The material terms of the Corazon Agreement are detailed below.

Seller	Corazon Mining Limited (Corazon)
Buyer	Eastern Coolgardie Goldfields Pty Ltd, a wholly owned subsidiary of FBM (Eastern Coolgardie)
Conditions Precedent	<p>The Conditions Precedent to completion are (amongst other matters) as follows:</p> <ul style="list-style-type: none"> (a) FBM obtaining shareholder approval to issue the Share Consideration and Performance Rights Consideration; (b) FBM completing a capital raising to raise at least \$5 million; (c) Corazon providing evidence that all debts owing by Coolgardie Nickel Pty Ltd (Coolgardie Nickel) are forgiven; and <p>no material adverse change has occurred in respect to Coolgardie Nickel or its assets prior to completion.</p>
Completion	Completion will occur 5 business days after the satisfaction of the Conditions Precedent (Completion Date).
Consideration	<p>Total consideration is as follows:</p> <ul style="list-style-type: none"> (a) \$250,0000 deposit in cash upon execution of the Corazon Agreement – such amount to be refunded to the Buyer if Corazon fails to satisfy certain conditions precedent (under its control) or the Buyer terminates for breach by the Seller; (b) At Completion: <ul style="list-style-type: none"> (i) the Buyer must pay \$750,000 in cash; (ii) FBM must allot and issue to the Seller 16,129,033 Shares (Share Consideration); (iii) FBM must allot and issue to the Seller 120,967,744 performance rights (Performance Rights Consideration) subject to the following vesting conditions: <ul style="list-style-type: none"> A. (Class A) 1/15 of the Performance Rights will vest upon the achievement of a drill hole intercept of at least +15 meters @+1% Li2O at the Project (Class A Performance Milestone); B. (Class B) 4/15 of the Performance Rights will vest upon the definition a Mineral Resource estimate of greater than 10mt @ +1% Li2O at the Project (Class B Performance Milestone); C. (Class C) 2/3 of the Performance Rights will vest upon the definition of a Mineral Resource estimate of greater than 20mt @ +1% Li2O at the Miriam Li Project (Class C Performance Milestone). <p>Upon the satisfaction of the applicable vesting condition for the Performance Rights, FBM must within 10 business days either (at its sole discretion):</p> <ul style="list-style-type: none"> (a) allot and issue, or transfer, the number of FBM Shares in respect to the applicable vesting condition; or (b) pay to Corazon the amounts as follows:

	<ul style="list-style-type: none"> (i) in respect to the satisfaction of the Class A Performance Milestone, \$500,000; (ii) in respect to the satisfaction of the Class B Performance Milestone, \$2,000,000; and (iii) in respect to the satisfaction of the Class C Performance Milestone, \$5,000,000, <p>in lieu of issuing any Shares.</p>
<p>Incorporated Joint Venture Agreement and Mineral Rights Sharing Agreement</p>	<p>Corazon and Eastern Coolgardie will be parties to an incorporated joint venture agreement, under which it is proposed that:</p> <ul style="list-style-type: none"> (a) Corazon will be free carried, and FBM will sole fund all exploration activities, until completion of a definitive feasibility study; (b) FBM will control the board and all decision making of Coolgardie Nickel; (c) FBM may, at any time prior to the completion of a definitive feasibility study, provide notice to buy-out Corazon's interests in Coolgardie Nickel for fair market value; (d) FBM has a right of pre-emption in respect to the sale of Corazon's shares in Coolgardie Nickel; and (e) Corazon is subject to drag and tag-along provisions under the incorporated joint venture agreement. <p>Corazon, via a wholly owned subsidiary, and Coolgardie Nickel will be parties to the mineral rights sharing arrangement whereby (amongst other matters) Corazon will retain a 100% interest in Base and Precious Metal rights for the Miriam Project.</p>
<p>Other Terms</p>	<p>Customary terms for agreements of this nature, including in relation to representations and warranties.</p>

Schedule 3—Terms and Conditions of Consideration Performance Rights

1 Entitlement

Each Consideration Performance Right confers an entitlement to be provided with one fully paid ordinary share in the Company (**Share**), at no cost, upon the full satisfaction of the Performance Milestone specified by the Company's board of directors (**Board**) in relation to the Consideration Performance Rights.

2 Performance Milestone, Variation to Performance Milestone and Expiry Date

- (u) The Performance Milestone and Expiry Date for each Consideration Performance Right is detailed to in the table below:

Class	Number of Consideration Performance Rights	Performance Milestone	Expiry Date
A	8,064,517	Achievement of a drill hole intercept of at least +15 meters @+1% Li ₂ O at the Miriam Li Project	Five years from the date of issue
B	32,258,065	Definition of a Mineral Resource estimate of greater than 10mt @ +1% Li ₂ O at the Miriam Li Project	Five years from the date of issue
C	80,645,162	Definition of a Mineral Resource estimate of greater than 20mt @ +1% Li ₂ O at the Miriam Li Project	Five years from the date of issue

- (v) Consideration Performance Rights will only vest and entitle the holder (**Holder**) to be issued Shares if the applicable Performance Milestone has been satisfied prior to the end of the Expiry Date (**Performance Period**).

3 The Satisfaction of Performance Criteria

The Board will determine in its sole discretion whether the Holder has satisfied the Performance Milestone. As soon as practicable after making that determination the Board must allot and issue, or transfer, the number of Shares for which the Holder is entitled to acquire upon satisfaction of the Performance Criteria for the relevant number of Consideration Performance Rights held in accordance with clause 5.

4 Lapse of Consideration Performance Rights

Where the Consideration Performance Rights have not satisfied the Performance Milestone on or before the Expiry Date, the Consideration Performance Rights will automatically lapse and be cancelled.

5 Timing of the Issue of Shares and Quotation

The Company must within 10 business days after the later of the following:

- (w) the satisfaction of the Performance Milestone; and
- (x) when excluded information in respect of the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information. If there is no such information, the relevant date will be the date the relevant Performance Milestone are satisfied pursuant to clause 3,

the Company will:

- (y) allot and issue the Shares pursuant to the vesting of the Consideration Performance Rights;
- (z) as soon as reasonably practicable and 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
- (aa) apply for official quotation on ASX of Shares issued pursuant to the vesting of the Consideration Performance Rights; or
- (bb) pay to the Seller, in Immediately Available Funds, to the Seller Bank Account as follows:
 - (i) in respect to the satisfaction of the Class A Performance Milestone, \$500,000;
 - (ii) in respect to the satisfaction of the Class B Performance Milestone, \$2,000,000; and
 - (iii) in respect to the satisfaction of the Class C Performance Milestone, \$5,000,000,

in lieu of issuing any Shares.

6 **Shares Issued**

Shares issued on the satisfaction of the Performance Milestone attaching to the Consideration Performance Rights rank equally with all existing Shares.

7 **Quotation**

If admitted to the official list of ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the vesting of the Consideration Performance Rights.

8 **Reorganisation**

If there is any reorganisation of the issued share capital of the Company, the terms of Consideration Performance Rights and the rights of the Holder who holds such Consideration Performance Rights will be varied, including an adjustment to the number of Consideration Performance Rights, in accordance with the Listing Rules that apply to the reorganisation at the time of the reorganisation.

9 **Holder Rights**

A Holder of the Consideration Performance Rights is not entitled to:

- (cc) notice of, or to vote or attend at, a meeting of the shareholders of the Company;
- (dd) receive any dividends declared by the Company;
- (ee) participate in any new issues of securities offered to shareholders of the Company during the term of the Performance Rights;
- (ff) any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise; or
- (gg) any right to participate in the surplus assets or profits of the Company on winding up,

unless and until the Consideration Performance Rights are satisfied and the Holder holds Shares.

10 **Pro Rata Issue of Securities**

- (hh) If during the term of any Performance Right, the Company makes a pro rata issue of securities to the shareholders of the Company by way of a rights issue, a Holder shall not be entitled to participate in the rights issue in respect of any Consideration Performance Rights, only in respect of Shares issued in respect of vested Consideration Performance Rights.

- (ii) A Holder will not be entitled to any adjustment to the number of Shares they are entitled to or adjustment to any Performance Milestone which is based, in whole or in part, upon the Company's share price, as a result of the Company undertaking a rights issue.

11 **Adjustment for Bonus Issue**

If, during the term of any Consideration Performance Right, securities are issued pro rata to the shareholders of the Company generally by way of bonus issue, the number of Shares to which the Holder is then entitled, shall be increased by that number of securities which the Holder would have been issued if the Consideration Performance Rights then held by the Holder were vested immediately prior to the record date for the bonus issue.

12 **Change of Control**

Notwithstanding the relevant Performance Milestone not being satisfied, upon the occurrence of a 'Change of Control Event', being either:

- (jj) a bone fide takeover bid under Chapter 6 of the Corporations Act being made in respect to Shares:
 - (i) is announced by the Company;
 - (ii) has become unconditional; and
 - (iii) the person making the takeover bid has a relevant interest (as that term is defined in the Corporations Act) (**Relevant Interest**) in fifty (50%) or more of the Shares; or
- (kk) the Company announcing that its shareholders have at a Court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of a scheme of arrangement for the purposes of a corporate restructure (including a change of domicile, or any reconstruction, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the Court, by order, approves the scheme of arrangement; or
- (ll) any person acquiring a Relevant Interest in fifty and one-tenths percent (50.1%) or more of the issued Shares,

provided the person triggering the change in control did not control the Company at the time of the issue of the Consideration Performance Rights, then, to the extent Consideration Performance Rights have not converted into Shares due to satisfaction of the relevant Performance Milestone, all Consideration Performance Rights will automatically vest and convert into Shares on a one-for-one basis.

13 **Quotation**

The Company will not seek official quotation of any Consideration Performance Rights.

14 **Consideration Performance Rights Not Property**

A Holder's Consideration Performance Rights are personal contractual rights granted to the Holder only and do not constitute any form of property.

15 **No Transfer of Consideration Performance Rights**

Unless otherwise determined by the Board, Consideration Performance Rights cannot be transferred to or vest in any person other than the Holder.

Schedule 4 –Terms and Conditions of Director Performance Rights

1 Entitlement

Each Director Performance Right that vests entitles the holder (**Holder**) to redeem the Director Performance Right during the redemption period (without having to pay any cash consideration) for one Share.

2 Director Performance Rights

The Director Performance Rights are subject to different performance periods (each a **Performance Period**) which are as follows:

Tranche	Number of Director Performance Rights	Vesting Conditions	Performance Period
1	2,500,000	The Company achieving a Share price of at least \$0.20 per Share based on a 30-day VWAP.	36 months from issue date
2	2,000,000	The Company achieving a Share price of at least \$0.35 per Share based on a 30-day VWAP.	36 months from issue date
3	2,500,000	Subject to the continuous service as a non-executive Director from the date of issue of the Performance Rights to the date that is 12 months from the issue date, the Performance Rights will vest on the date that is 12 months from the issue date.	12 months from issue date

3 Redemption Period

Director Performance Rights that vest on the relevant vesting date may each be redeemed for a Share at any time during the subsequent redemption period, by the Holder in accordance with clause 5 below.

The Director Performance Rights have a two year redemption period following the relevant vesting date. A vested Director Performance Right not redeemed by its Holder by the end of the redemption period will be immediately automatically cancelled for nil consideration.

4 Notice of Redemption of vested Director Performance Rights

A Holder of a vested Director Performance Right who continues to be a Director (or who is the nominee of a continuing Director) has the right to redeem vested Director Performance Rights for a number of Shares as are equal to the number of such vested Director Performance Rights on written notice given to the Company prior to the end of the redemption period. Those Director Performance Rights will automatically be cancelled upon their redemption.

5 Timing of the Issue of Shares and Quotation

Within five business days after the later of the following:

- (mm) receipt by the Company of a notice of redemption of vested Director Performance Rights given in accordance with clause 5; and
- (nn) when excluded information in respect to the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information (if there is no such information the relevant date will be five business days after the date of receipt of a notice of redemption as set out in clause (a) immediately above),

the Company will:

- (oo) allot and issue the Shares pursuant to the vesting of the Director Performance Rights;
- (pp) as soon as reasonably practicable and 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
- (qq) apply for official quotation on ASX of Shares issued pursuant to the redemption of the Director Performance Rights.

6 **Shares Issued**

Shares issued on the satisfaction of the performance milestone attaching to the Director Performance Rights rank equally with all existing Shares.

7 **Quotation of the Shares Issued on Exercise**

If admitted to the official list of ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the vesting of the Director Performance Rights.

8 **Reorganisation**

If there is any reorganisation of the issued share capital of the Company, the terms of Director Performance Rights and the rights of the Holder who holds such Director Performance Rights will be varied, including an adjustment to the number of Director Performance Rights, in accordance with the Listing Rules that apply to the reorganisation at the time of the reorganisation.

9 **Holder Rights**

A Holder of the Director Performance Rights is not entitled to:

- (rr) notice of, or to vote or attend at, a meeting of the Shareholders;
- (ss) receive any dividends declared by the Company;
- (tt) any right to a return of capital, whether in winding up of the Company, upon a reduction of capital in the Company or otherwise;
- (uu) participate in any new issues of securities offered to Shareholders during the term of the Director Performance Rights; or
- (vv) cash for the Director Performance Rights or any right to participate in surplus assets of profits of the Company on winding up,

unless and until the Director Performance Rights are satisfied and the Holder holds Shares.

10 **Pro Rata Issue of Securities**

If during the term of any Performance Right, the Company makes a pro rata issue of securities to the Shareholders by way of a rights issue, a Holder shall not be entitled to participate in the rights issue in respect of any Director Performance Rights, only in respect of Shares issued in respect of vested Director Performance Rights.

A Holder will not be entitled to any adjustment to the number of Shares they are entitled to or adjustment to any performance milestone which is based, in whole or in part, upon the Company's share price, as a result of the Company undertaking a rights issue.

11 **Adjustment for Bonus Issue**

If, during the term of any Director Performance Right, securities are issued pro rata to Shareholders generally by way of bonus issue, the number of Shares to which the Holder is then entitled, shall be increased by that number of securities which the Holder would have been issued if the Director

Performance Rights then held by the Holder were vested immediately prior to the record date for the bonus issue.

12 **Change of Control**

(ww) For the purposes of these terms and conditions, a "Change of Control Event" occurs if:

- (i) the Company announces that its Shareholders have at a Court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, or any reconstruction, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the Court, by order, approves the scheme of arrangement;
- (ii) a Takeover Bid:
 - (A) is announced;
 - (B) has become unconditional; and
 - (C) the person making the Takeover Bid has a relevant interest (as that term is defined in the Corporations Act) (**Relevant Interest**) in fifty percent (50%) or more of the issued Shares;
- (iii) any person acquires a Relevant Interest in fifty and one-tenths percent (50.1%) or more of the issued Shares by any other means; or
- (iv) the announcement by the Company that a sale or transfer (in one transaction or a series of related transactions) of the whole or substantially the whole of the undertaking and business of the Company has been completed.

(xx) Where a Change of Control Event has (i) occurred or (ii) been announced by the Company, all granted Director Performance Rights which have not yet vested or lapsed shall automatically and immediately vest, regardless of whether any performance milestone has been satisfied.

13 **Quotation**

The Company will not seek official quotation of any Director Performance Rights.

14 **Director Performance Rights Not Property**

A Holder's Director Performance Rights are personal contractual rights granted to the Holder only and do not constitute any form of property.

15 **No Transfer of Director Performance Rights**

Unless otherwise determined by the Board, Director Performance Rights cannot be transferred to or vest in any person other than the Holder.

16 **Employee Incentive Plan**

The Director Performance Rights will be issued under the Employee Incentive Plan.

Schedule 5 – Terms and Conditions of Director Options

1 Entitlement

Each option entitles the holder (**Holder**) to subscribe for one fully paid ordinary share in the capital of Future Battery Minerals Limited (ACN 148 966 545) (**Share**) (**Company**) upon exercise (**Option**).

2 Exercise Price and Expiry Date

No. of Options	Exercise Price per Option	Expiry Date
5,000,000	\$0.10	Five years from date of issue
5,000,000	\$0.14	Five years from date of issue
5,000,000	\$0.18	Five years from date of issue

3 Exercise Period

Each Option is exercisable at any time prior to the Expiry Date. After this time, any unexercised Options will automatically lapse.

4 Notice of Exercise

The Options may be exercised by notice in writing to the Company and payment of the applicable Exercise Price for each Option being exercised. Any exercise form for an Option (**Option Exercise Form**) received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

5 Cashless Exercise of Options

(yy) Subject to item 5(b), the holder may elect to pay the Exercise Price for each Option by setting off the total Exercise Price against the number of Shares which they are entitled to receive upon exercise (**Cashless Exercise Facility**). By using the Cashless Exercise Facility, the holder will receive Shares to the value of the surplus after the Exercise Price has been set off.

(zz) If the holder elects to use the Cashless Exercise Facility, the holder will only be issued that number of Shares (rounded down to the nearest whole number) as is equal in value to the difference between the total Exercise Price otherwise payable for the Options on the Options being exercised and the then market value of the Shares at the time of exercise calculated in accordance with the following formula:

$$S = \frac{O \times (MSP - EP)}{MSP}$$

Where:

S = Number of Shares to be issued on exercise of the Options

O = Number the Options being exercised

MSP = Market value of the Shares calculated using the volume weighted average of the Shares on ASX for the five trading days immediately prior to (and excluding) the date of the Notice of Exercise

EP = Exercise Price

(aaa) If the difference between the total Exercise Price otherwise payable for the Options on the Options being exercised and the then market value of the Shares at the time of exercise (calculated in accordance with item 5(b)) is zero or negative, then the holder will not be entitled to use the Cashless Exercise Facility.

6 **Minimum Exercise**

Options must be exercised in multiples of one thousand (1,000) unless fewer than one thousand (1,000) Options are held by a Holder.

7 **Shares Issued on Exercise**

Shares issued on exercise of the Options rank equally with the then issued Shares and are free of all encumbrances, liens and third-party interests.

8 **Quotation of Shares**

If admitted to the official list of ASX at the time, the Company will apply to ASX for official quotation of the Shares issued upon the exercise of the Options.

9 **Timing of Issue of Shares and Quotation of Shares on Exercise**

(bbb) Within five business days after the later of the following:

- (i) receipt of an Option Exercise Form given in accordance with these terms and conditions and payment of the applicable Exercise Price for each Option being exercised; and
- (ii) when excluded information in respect to the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information. If there is no such information the relevant date will be the date of receipt of an Option Exercise Form as set out above,

The Company will:

- (iii) allot and issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Option Exercise Form and for which cleared funds have been received by the Company;
 - (iv) 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
 - (v) 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.
- (ccc) If, for any reason, a notice delivered under paragraph 8.1.4 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 the Australian Securities and Investments Commission (**ASIC**) a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

10 **Participation in New Issues**

A Holder who holds Options is not entitled to:

- (ddd) notice of, or to vote or attend at, a meeting of the shareholders;
- (eee) receive any dividends declared by the Company; or

(fff) participate in any new issues of securities offered to shareholders during the term of the Options,

unless and until the Options are exercised and the Holder holds Shares.

11 **Adjustment for Bonus Issues of Shares**

If the Company makes a bonus issue of Shares or other securities to existing shareholders (other than an issue in lieu or in satisfaction, of dividends or by way of dividend reinvestment):

(ggg) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Holder would have received if the Holder of an Option had exercised the Option before the record date for the bonus issue; and

(hhh) no change will be made to the Exercise Price.

12 **Adjustment for Rights Issue**

If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu of or in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Incentive Option will be reduced according to the following formula:

New exercise price = $O - \frac{E[P-(S+D)]}{N+1}$

O = the old Exercise Price of the Incentive Option.

E = the number of underlying Shares into which one Incentive Option is exercisable.

P = average market price per Share weighted by reference to volume of the underlying Shares during the five trading days ending on the day before the ex rights date or ex entitlements date.

S = the subscription price of a Share under the pro rata issue.

D = the dividend due but not yet paid on the existing underlying Shares (except those to be issued under the pro rata issue).

N = the number of Shares with rights or entitlements that must be held to receive a right to one new Share.

13 **Adjustment for Reorganisation**

If there is any reconstruction of the issued share capital of the Company, the rights of the Holder will be varied to comply with the Listing Rules that apply to the reconstruction at the time of the reconstruction.

14 **Quotation of Options**

The Company will not seek official quotation of any Options.

15 **Options Transferable**

The Options are non-transferrable.

16 **Lodgement Requirements**

Cheques shall be in Australian currency made payable to the Company and crossed 'Not Negotiable' for the application for Shares on the exercise of the Options.

17 **Employee Incentive Plan**

The Director Options will be issued under the Employee Incentive Plan.

Schedule 6 – Summary of Employee Incentive Plan

The terms of the Employee Incentive Plan (**Plan**) are summarised below. A copy of the Plan can be obtained by contacting the Company.

Definitions

1 For the purposes of the Plan:

1.1 **Eligible Participant** means:

1.1.1 Directors and Employees who are determined by the Board in its sole and absolute discretion to be eligible to receive grants of Employee Incentives; or

1.1.2 any other person who is determined by the Board in its sole and absolute discretion to be eligible to receive grants of Employee Incentives.

1.2 **Employee** means an employee or service provider of the Company or any of its subsidiaries.

1.3 **Employee Incentive** means any:

1.3.1 Share, Option or Performance Right granted, issued or transferred; or

1.3.2 Share(s) issued pursuant to the exercise of an Option or conversion of a Performance Right,

under the Plan.

1.4 **Participant** means:

1.4.1 an Eligible Participant who has been granted Employee Incentives under the Plan; or

1.4.2 where an Eligible Participant has made a nomination:

(a) the Eligible Participant; or

(b) the nominee of the Eligible Participant who has been granted Employee Incentives under the Plan,

as the context requires.

1.5 **Good Leaver** means a Participant who ceases to be an Eligible Participant in any of the following circumstances:

1.5.1 the Participant and Board have agreed in writing that the Participant has entered into bona fide retirement;

1.5.2 the Participant and the Board have agreed in writing that the Participant's role has been made redundant;

1.5.3 the Participant is resigning after at least 3 years of service to the Company;

1.5.4 the Participant's role has been terminated without cause;

1.5.5 the Board has determined (in its sole and absolute discretion) that:

(a) Special Circumstances apply to the Participant; or

(b) the Participant is no longer able to perform their duties under their engagement or employment arrangements with the Company due to poor health, injury or disability;

- 1.5.6 the Participant's death; or
- 1.5.7 any other circumstance determined by the Board in writing.
- 1.6 **Bad Leaver** means a Participant who ceases to be an Eligible Participant and does not meet the Good Leaver criteria.
- 1.7 **Special Circumstance** means the total and permanent disablement of the Participant such that the Participant is unlikely ever to engage in any occupation for which the Participant is reasonably qualified by education, training or experience.
- 1.8 **Vesting Conditions** means any condition(s) (as specified in the Offer and determined by the Board in its sole and absolute discretion) which must be satisfied or waived prior to the Employee Incentives vesting in a Participant.

Participation

- 2 The Board may from time to time in its sole and absolute discretion determine that an Eligible Participant may participate in the Plan.
- 3 Following determination that an Eligible Participant may participate in the Plan, the Board may at any time, and from time to time, make an Offer to the Eligible Participant.

Offer

- 4 The manner, form, content, timing and frequency of Offers will be as determined by the Board in its sole and absolute discretion.
- 5 An Offer must be set out in an Offer Letter delivered to the Eligible Participant. The Offer Letter may specify (as determined by the Board):
 - 5.1 the number of Shares, Options or Performance Rights;
 - 5.2 the Grant Date;
 - 5.3 the fee payable by the Eligible Participant on the grant of Shares, Options or Performance Rights (if any);
 - 5.4 the Vesting Conditions (if any);
 - 5.5 the Exercise Price (if any);
 - 5.6 the Exercise Period (if applicable);
 - 5.7 the Performance Period (if applicable); and
 - 5.8 the Expiry Date and Term (if applicable).
- 6 An Offer must be accompanied by an Application, the terms and conditions of the relevant Employee Incentives and a copy of this Plan.

Nominee

- 7 Unless expressly permitted in the Offer or by the Board, an Eligible Participant may only submit an Application in the Eligible Participant's name and not on behalf of any other person.
- 8 If an Eligible Participant is permitted in the Offer or by the Board, the Eligible Participant may nominate a Related Party (**Nominee**) to be issued the Employee Incentives the subject of the Offer.
- 9 The Board may in its discretion resolve not to allow a Nominee to be issued or transferred the Employee Incentives the subject of the Offer without giving any reason for that decision.

Employee Share Trust

- 10 The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Shares for Participants under the Plan and delivering Shares to Participants for an issue of Shares upon exercise of the Options or the vesting of a Performance Right or otherwise.

Employee Loan

- 11 The Board may, in its absolute discretion, offer to a Participant a limited recourse, interest free loan to be made by the Company to the Participant for an amount equal to the issue price for the Shares offered to the Participant pursuant to the relevant Offer.

Vesting Conditions

- 12 The Board may at its sole discretion determine the Vesting Conditions which will apply to any Employee Incentives. The Vesting Conditions will specify the criteria that the Eligible Participant is required to meet in the specified Performance Period (if any) in order to exercise Options or for Performance Rights to vest to become entitled to receive Shares under this Plan.
- 13 The Board may vary the Vesting Conditions and/or the Performance Period after the grant of those Employee Incentives, subject to:
- 13.1 the Company complying with any applicable laws;
 - 13.2 the Vesting Conditions and/or the Performance Period as varied being no less favourable to the Participant than the terms upon which the Employee Incentives were originally granted; and
 - 13.3 the Board promptly notifying a Participant of any such variation.
- 14 The Board will determine in its sole discretion whether (and, where applicable, to what extent) the Participant has satisfied the Vesting Conditions applicable to the relevant Performance Period. As soon as practicable after making that determination the Board must inform the Participant of that determination by issuing the Participant a Vesting Notification.
- 15 Where Employee Incentives have not satisfied the Vesting Conditions within the Performance Period, those Employee Incentives will automatically lapse.

Cashless Exercise

- 16 The terms of any Options may provide that a Participant may elect to pay the exercise price for each Option by setting off the total exercise price against the number of Shares which they are entitled to receive upon exercise (**Cashless Exercise Facility**). By using the Cashless Exercise Facility, the holder will receive Shares to the value of the surplus after the exercise price has been set off.

Lapsing of Employee Incentives

- 17 Subject to the Board's absolute discretion, any vested and unexercised and/or unconverted Employee Incentives and unvested Employee Incentives shall automatically lapse and be cancelled for no consideration on the earliest to occur of the following:
- 17.1 where the Participant is a Bad Leaver;
 - 17.2 where a Participant has engaged in fraudulent or dishonest actions;
 - 17.3 if the applicable Vesting Conditions are not achieved by the end of the relevant Performance Period;
 - 17.4 if the Board determines in its reasonable opinion that the applicable Vesting Conditions have not been met or cannot be met prior to the Expiry Date or the end of the relevant Performance Period (as applicable);
 - 17.5 the Expiry Date;

- 17.6 the receipt by the Company of notice from the Participant that the Participant has elected to surrender the Employee Incentives; or
- 17.7 any other circumstances specified in any Offer Letter pursuant to which the Employee Incentives were issued.

Good Leaver

- 18 Subject to clause 19, where a Participant who holds Employee Incentives becomes a Good Leaver, the Board may at any time, in its sole and absolute discretion, do one or more of the following:
 - 18.1 permit unvested Employee Incentives held by the Good Leaver to vest;
 - 18.2 permit such unvested Employee Incentives held by the Good Leaver or his or her nominee(s) to continue to be held by the applicable holder, with the Board having the discretion to amend the Vesting Conditions or reduce the Exercise Period of such unvested Employee Incentives; or
 - 18.3 determine that the unvested Employee Incentives will lapse.
- 19 Where a person is a Good Leaver due to a Special Circumstance, the Nominated Beneficiary shall be entitled to benefit from any exercise of the above discretionary powers by the Board.

Bad Leaver

- 20 Where a Participant who holds Employee Incentives becomes a Bad Leaver unless the Board determines otherwise, in its sole and absolute discretion:
 - 20.1 all vested and unexercised and/or unconverted Employee Incentives; and
 - 20.2 all unvested Employee Incentives,will lapse.

Fraudulent or Dishonest Actions

- 21 Where, in the reasonable opinion of the Board, a Participant or Former Participant (which for the avoidance of doubt may include a Good Leaver):
 - 21.1 acted fraudulently or dishonestly;
 - 21.2 willfully breached his or her duties to the Company or any member of the Group; or
 - 21.3 had, by any act or omission, in the opinion of the Board (determined in its absolute discretion):
 - 21.3.1 brought the Company, the Group, its business or reputation into disrepute; or
 - 21.3.2 is contrary to the interest of the Company or the Group;
 - 21.4 committed any material breach of the provisions of any employment contract entered into by the Participant with any member of the Group;
 - 21.5 committed any material breach of any of the policies of the Group or procedures or any applicable laws applicable to the Company or Group;
 - 21.6 is subject to allegations, had been accused of, charged with or convicted of fraudulent or dishonest conduct in the performance of the Participant's (or Former Participant's) duties, which in the reasonable opinion of the relevant directors of the Group effects the Participant's suitability for employment with that member of the Group, or brings the Participant or the relevant member of the Group into disrepute or is contrary to the interests of the Company or the Group;

- 21.7 is subject to allegations, had been accused of, charged with or convicted of any criminal offence which involves fraud or dishonesty or any other criminal offence which Board determines (in its absolute discretion) is of a serious nature;
- 21.8 had committed any wrongful or negligent act or omission which has caused any member of the Group substantial liability;
- 21.9 had become disqualified from managing corporations in accordance with Part 2D.6 of the Corporations Act or has committed any act that, pursuant to the Corporations Act, may result in the Participant being banned from managing a corporation;
- 21.10 had committed serious or gross misconduct, willful disobedience or any other conduct justifying termination of employment without notice.
- 21.11 had willfully or negligently failed to perform their duties under any employment contract entered into by the Participant with any member of the Group;
- 21.12 had engaged in a transaction which involves a conflict of interest to their employment with the Company resulting in the Participant or Former Participant obtaining a personal benefit;
- 21.13 accepted a position to work with a competitor of the Company or Group;
- 21.14 acted in such a manner that could be seen as being inconsistent with the culture and values of the Company or the Group; or
- 21.15 any other act that the Board determines in its absolute discretion to constitute fraudulent or dishonest by the Participant or Former Participant,

then the Board may (in its absolute discretion) deem that all, or part of, any:

- 21.16 vested and unexercised and/or unconverted Employee Incentives; and/or
- 21.17 unvested Employee Incentives,

held by the Participant or Former Participant will automatically be forfeited.

Discretion of the Board

22 The Board may decide to allow a Participant to:

22.1 retain and exercise any or all of their Options, whether or not the Vesting Conditions have been satisfied during the Performance Period, and whether or not the Options would otherwise have lapsed, provided that no Options will be capable of exercise later than the relevant Expiry Date for those Options; and

22.2 retain any Performance Rights regardless of:

22.2.1 the expiry of the Performance Period to which those Performance Rights relate; or

22.2.2 any failure by the Participant to satisfy in part or in full the Vesting Conditions specified by the Board in respect of those Performance Rights;

in which case, the Board may:

22.2.3 determine that any or all of those retained Performance Rights shall vest and the corresponding Shares shall be provided to the Participant; or

22.2.4 determine a new Performance Period or Vesting Conditions (as applicable) for those retained Performance Rights and notify the Participant of the determination as soon as practicable.

Change of Control

- 23 The terms of any Performance Rights or Options may provide that where a Change of Control Event has (i) occurred or (ii) been announced by the Company and, in the opinion of the Board, will or is likely to occur:
- 23.1 all granted Performance Rights which have not yet vested or lapsed shall automatically and immediately vest, regardless of whether any Vesting Conditions have been satisfied;
 - 23.2 all Options will vest and a Participant may exercise any or all of their Options, regardless of whether the Vesting Conditions have been satisfied, provided that no Option will be capable of exercise later than the Expiry Date; and
 - 23.3 if the Board has procured an offer for all holders of Options on like terms (having regard to the nature and value of the Options) to the terms proposed under the Change in Control Event and the Board has specified (in its absolute discretion) a period during which the holders of Options may elect to accept the offer and, if the Participant has not so elected at the end of that offer period, the Options, if not exercised within 10 days of the end of that offer period, shall expire.
- 24 For the purposes of these terms and conditions, a **Change of Control Event** occurs if:
- 24.1 the Company announces that its Shareholders have at a Court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, or any reconstruction, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the Court, by order, approves the scheme of arrangement;
 - 24.2 a Takeover Bid:
 - 24.2.1 is announced;
 - 24.2.2 has become unconditional; and
 - 24.2.3 the person making the Takeover Bid has a Relevant Interest in fifty percent (50%) or more of the issued Shares;
 - 24.3 any person acquires a Relevant Interest in fifty and one-tenth percent (50.1%) or more of the issued Shares by any other means; or
 - 24.4 the announcement by the Company that a sale or transfer (in one transaction or a series of related transactions) of the whole or substantially the whole of the undertaking and business of the Company has been completed.

Holding Lock

- 25 The Board may at any time request that the Company's share registry to impose a holding lock on any Employee Incentives issued pursuant to the Plan where the Board determines or reasonably believes (in its absolute discretion) that a Participant (or a Former Participant) has or may breach these Rules.

Contravention of Rules

- 26 The Board may at any time, in its sole and absolute discretion, take any action it deems reasonably necessary in relation to any Employee Incentives if it determines or reasonably believes a Participant has breached the Plan or the terms of issue of any Employee Incentives, including but not limited to, signing transfer forms in relation to Employee Incentives, signing all documents and doing all acts necessary to effect a buy-back placing, a holding lock on Employee Incentives,

accounting for the proceeds of the sale of forfeited Employee Incentives, refusing to transfer any Employee Incentives and/or refusing to issue any Shares.

Amendments

- 27 The Board may at any time amend the Rules or the terms and conditions upon which any Employee Incentives have been issued.
- 28 No amendment to the Rules or to Employee Incentives may be made if the amendment, in the opinion of the Board, materially reduces the rights of any Participant in respect of Employee Incentives granted to them prior to the date of the amendment, other than:
 - 28.1 an amendment introduced primarily:
 - 28.1.1 for the purposes of complying with or conforming to present or future applicable laws governing or regulating the Plan or like plans;
 - 28.1.2 to correct any manifest error or mistake;
 - 28.1.3 to allow the implementation of a trust arrangement in relation to the holding of Shares granted under the Plan;
 - 28.1.4 for the purpose of complying with the applicable laws; and/or
 - 28.1.5 to take into consideration possible adverse taxation implications in respect of the Plan including changes to applicable taxation legislation or the interpretation of that legislation by a court of competent jurisdiction or any rulings from taxation authorities administering such legislation; or
 - 28.2 an amendment agreed to in writing by the Participant(s).



Your proxy voting instruction must be received by **02.00pm (AWST) on Saturday, 18 May 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

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)

