
RED MOUNTAIN MINING LIMITED

ACN 119 568 106

ADDENDUM TO NOTICE OF GENERAL MEETING

Red Mountain Mining Limited (ACN 119 568 106) (**Company**) gives notice to Shareholders that, in relation to the Notice of General Meeting dated 21 May 2025 (**Notice**) in respect of the Company's general meeting of members to be held at 10.00am (AWST) on Friday, 20 June 2025 (**Meeting**), the Directors have resolved to include new Resolutions 5 and 6 within the Notice (**Additional Resolutions**), additional Section 5 within the Explanatory Statement and additional defined terms within the Glossary as set out in this Addendum.

Capitalised terms in this Addendum have the same meaning as given in the Notice except as otherwise defined.

This Addendum is supplemental to the Notice and should be read in conjunction with the Notice. Apart from the amendments set out below, all Resolutions and the Explanatory Statement in the original Notice remain unchanged.

Replacement Proxy Form

Annexed to this Addendum to the Notice is a replacement Proxy Form (**Replacement Proxy Form**). To ensure clarity of voting instructions by Shareholders on the Resolutions to be considered at the Meeting, Shareholders are advised that:

- (a) If you have already completed and returned the Proxy Form annexed with the Notice (**Original Proxy Form**) and you wish to change your original vote on Resolutions 1 to 4 and/or vote on the Additional Resolutions, **you must complete and return the Replacement Proxy Form.**
- (b) If you have already completed and returned the Original Proxy Form and **you do not wish to vote on the Additional Resolutions, you do not need to take any action** as the earlier submitted Original Proxy Form will be accepted by the Company for Resolutions 1 to 4 unless you submit a Replacement Proxy Form. For the sake of clarity, the Company notes that if you do not lodge a Replacement Proxy Form, **you will not have cast a vote on the Additional Resolutions.**
- (c) If you have not yet completed and returned a Proxy Form and you wish to vote on the Resolutions in the Notice as supplemented by the Addendum, **please complete and return the Replacement Proxy Form.**

Enquiries

Should you wish to discuss the matters in this Notice please do not hesitate to contact the Company Secretary on +61 8 6559 1792.

SUPPLEMENTARY BUSINESS OF THE MEETING

The agenda of the Notice is amended by including the following Resolutions:

5. RESOLUTION 5 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO A DIRECTOR – MR LINCOLN LIU

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

"That, for the purposes of Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue up to 50,000,000 Performance Rights to Mr Lincoln Liu (or his nominee/s) on the terms and conditions set out in the Explanatory Statement."

6. RESOLUTION 6 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO XCEL CAPITAL

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

"That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 50,000,000 Performance Rights to Xcel Capital Pty Ltd (or its nominee/s) on the terms and conditions set out in the Explanatory Statement."

Dated: 6 June 2025

Voting Prohibition Statement

Resolution 5 – Approval to issue Performance Rights to a Director – Mr Lincoln Liu	<p>A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:</p> <ul style="list-style-type: none">(a) the proxy is either:<ul style="list-style-type: none">(i) a member of the Key Management Personnel; or(ii) a Closely Related Party of such a member; and(b) the appointment does not specify the way the proxy is to vote on this Resolution. <p>However, the above prohibition does not apply if:</p> <ul style="list-style-type: none">(c) the proxy is the Chair; and(d) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
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Voting Exclusion Statements

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

Resolution 5 – Approval to issue Performance Rights to a Director – Mr Lincoln Liu	Lincoln Liu (or his nominee/s) and any other person who will obtain a material benefit as a result of the issue 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.
Resolution 6 – Approval to issue Performance Rights to Xcel Capital	Xcel Capital (or its nominee/s) or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).

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

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

SUPPLEMENTARY EXPLANATORY STATEMENT

The Explanatory Statement is supplemented by including the following Section:

5. RESOLUTION 5 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO LINCOLN LIU

5.1 General

This Resolution seeks Shareholder approval for purposes of Listing Rule 10.11 for the issue of an aggregate of 50,000,000 Performance Rights to Mr Lincoln Liu (or his nominee/s).

Further details in respect of the Performance Rights proposed to be issued are set out in the table below.

CLASS	QUANTUM	VESTING MILESTONE	EXPIRY DATE
A	10,000,000	The VWAP of the Company's Shares on the ASX calculated over 20 consecutive trading days being equal to or greater than \$0.012.	30 days after the date that is 1 year after the issue of the Performance Rights.
B	20,000,000	The VWAP of the Company's Shares on the ASX calculated over 20 consecutive trading days being equal to or greater than \$0.02	30 days after the date that is 2 years after the issue of the Performance Rights.
C	20,000,000	The VWAP of the Company's Shares on the ASX calculated over 20 consecutive trading days being equal to or greater than \$0.024.	30 days after the date that is 3 years after the issue of the Performance Rights.

5.2 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.

The issue constitutes giving a financial benefit and Mr Lincoln Liu is a related party of the Company by virtue of being a Director.

The Directors (other than Mr Lincoln Liu who has a material personal interest in the Resolution) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue because the agreement to issue the Performance Rights, reached as part of the remuneration package for Mr Lincoln Liu, is considered reasonable remuneration in the circumstances and was negotiated on an arm's length basis.

5.3 Listing Rule 10.11

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

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

unless it obtains the approval of its shareholders.

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

5.4 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue within one month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules). As approval pursuant to Listing Rule 7.1 is not required for the issue (because approval is being obtained under Listing Rule 10.11), the issue will not use up any of the Company's 15% annual placement capacity.

If this Resolution is not passed, the Company will not be able to proceed with the issue. The Company may decide on alternative forms of remuneration for Mr Liu, which could decrease the Company's cash reserves.

5.5 Technical Information required by Listing Rule 10.13

REQUIRED INFORMATION	DETAILS
Name of the person to whom Securities will be issued	The Performance Rights will be issued to Mr Lincoln Liu (or his nominee/s).
Categorisation under Listing Rule 10.11	Mr Lincoln Liu falls within the category set out in Listing Rule 10.11.1 as they are a related party of the Company by virtue of being a Director. Any nominee(s) of Mr Lincoln Liu who receive Securities may constitute 'associates' for the purposes of Listing Rule 10.11.4.
Number of Securities and class to be issued	Up to 50,000,000 Performance Rights will be issued.
Terms of Securities	The Performance Rights will be issued on the terms and conditions set out in Schedule 3.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Performance Rights within 5 Business Days of the Meeting. In any event, the Company will not issue any Performance Rights 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).

REQUIRED INFORMATION	DETAILS
Price or other consideration the Company will receive for the Securities	The Performance Rights will be issued at a nil issue price.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to provide a performance linked incentive component in the remuneration package Mr Lincoln Liu to motivate and reward their performance as a Director and to provide cost effective remuneration to Mr Lincoln Liu, enabling the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to Mr Lincoln Liu.
Remuneration package	The current total remuneration package for Mr Lincoln Liu is \$166,500 per annum, comprising of directors' fees of \$150,000, a superannuation payment of \$16,500 and share-based payments of \$3,000. If the Securities are issued, the total remuneration package of Mr Lincoln Liu will increase by \$82,057.93 to \$251,557.93, being the value of the Securities (based on the Black Scholes methodology).
Voting exclusion statement	A voting exclusion statement applies to this Resolution.
Voting prohibition statement	A voting prohibition statement applies to this Resolution.

6. RESOLUTION 6 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO XCEL CAPITAL

6.1 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of up to 50,000,000 Performance Rights in consideration for Lead Manager services provided by Xcel Capital.

In May 2025, the Company entered into a mandate with Xcel Capital Pty Ltd (**Xcel Capital**) pursuant to which the Company agreed to recognise and remunerate Xcel Capital for its role in introducing and facilitating key projects to the Company. Historically, Xcel Capital has supported the Company through the introduction of investors and projects that form the cornerstone of the Company's existing assets.

Pursuant to the mandate, Xcel Capital is mandated to support the Company in a strategic capacity through strategic exploration asset curation and alignment with the Company's existing exploration projects, including by assisting with technical analysis of potential project expansion, assisting the Company in understanding funding options and assisting with corporate development initiatives, investor presentations and communication with shareholders and the broader market of the Company's value.

The performance rights are being issued under the terms of the mandate, and the Company considers that the issue of the performance rights, in lieu of any cash fees, represent a cost-effective method for the Company to engage the skills that Xcel Capital can provide, while maintaining the Company's cash position in circumstances where funding is tight. The issue of the performance rights also frees up existing cash for expenditure on the Company's exploration portfolio and reduces administration costs while ensuring that the Company has access to these additional skills.

Additionally, the milestones set for the performance rights (outlined below) ensure that Xcel Capital does not receive any financial benefits unless Shareholders also benefit through the increase in the value of their holding in the Company.

Other than the services outlined above, the mandate is otherwise on standard terms noting:

- (a) no cash fees are payable under the mandate;

- (b) the mandate includes standard covenants around confidentiality and accuracy of information provided to Xcel Capital, as well as standard indemnities for this type of engagement; and
- (c) is governed by the laws of Western Australia

Further details in respect of the Performance Rights proposed to be issued are set out in the table below.

CLASS	QUANTUM	VESTING MILESTONE	EXPIRY DATE
A	10,000,000	The VWAP of the Company's Shares on the ASX calculated over 20 consecutive trading days being equal to or greater than \$0.012.	30 days after the date that is 1 year after the issue of the Performance Rights.
B	20,000,000	The VWAP of the Company's Shares on the ASX calculated over 20 consecutive trading days being equal to or greater than \$0.02	30 days after the date that is 2 years after the issue of the Performance Rights.
C	20,000,000	The VWAP of the Company's Shares on the ASX calculated over 20 consecutive trading days being equal to or greater than \$0.024.	30 days after the date that is 3 years after the issue of the Performance Rights.

A summary of Listing Rule 7.1 is set out in Section 2.2 of the Notice of Meeting.

The proposed issue does not fall within any of the exceptions set out in Listing Rule 7.2 and exceeds the 15% limit in Listing Rule 7.1. It therefore requires the approval of Shareholders under Listing Rule 7.1.

6.2 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue. In addition, the issue 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 this Resolution is not passed, the Company will not be able to proceed with the issue. In this instance, the Company may decide on alternative forms of payment, including using the Company's cash reserves.

6.3 Technical information required by Listing Rule 7.3

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	The Performance Rights will be issued to Xcel Capital (or its nominee/s). The Company confirms that no Material Persons will be issued more than 1% of the issued capital of the Company.
Number of Securities and class to be issued	Up to 50,000,000 Performance Rights will be issued.
Terms of Securities	The Performance Rights will be issued on the terms and conditions set out in Schedule 3.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Securities within 5 Business Days of the Meeting. In any event, the Company will not issue any Securities later than three months after

REQUIRED INFORMATION	DETAILS
	the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Securities will be issued at a nil issue price, in consideration for Lead Manager services provided by Xcel Capital.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to incentivise Xcel Capital in its role as the Company's mandated corporate advisor and to ensure Xcel Capital remains focused on achieving the best possible corporate outcomes for the Company.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

SUPPLEMENTARY DEFINED TERMS

The Glossary is amended by including the following defined terms:

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.

VWAP means Volume Weighted Average Price.

SCHEDULE 3 – TERMS AND CONDITIONS OF PERFORMANCE RIGHTS

1.	Entitlement	<p>Each Performance Right is a share in the capital of the Company and confers on the holder a right to:</p> <p>(a) subject to paragraph 12, subscribe for one Share upon exercise of the Performance Right;</p> <p>(b) receive notices of general meetings and financial reports and accounts of the Company that are circulated to the Company's shareholders; and</p> <p>(c) attend general meetings of the Company's shareholders.</p>								
2.	Consideration	<p>The Performance Rights will be issued for nil consideration and no consideration will be payable upon the conversion of the Performance Rights into Shares.</p>								
3.	Vesting Milestones	<p>The Performance Rights shall vest as follows:</p> <table><tr><th>Class</th><th>Vesting Milestone</th></tr><tr><td>A</td><td>If stock trades at a 20-day VWAP of \$0.012</td></tr><tr><td>B</td><td>If stock trades at a 20-day VWAP of \$0.020</td></tr><tr><td>C</td><td>If stock trades at a 20-day VWAP of \$0.024</td></tr></table> <p>each, a Vesting Milestone.</p>	Class	Vesting Milestone	A	If stock trades at a 20-day VWAP of \$0.012	B	If stock trades at a 20-day VWAP of \$0.020	C	If stock trades at a 20-day VWAP of \$0.024
Class	Vesting Milestone									
A	If stock trades at a 20-day VWAP of \$0.012									
B	If stock trades at a 20-day VWAP of \$0.020									
C	If stock trades at a 20-day VWAP of \$0.024									
4.	Expiry Date	<p>The Performance Rights, whether vested or unvested, will otherwise expire at 5:00 pm AWST as follows:</p> <table><tr><th>Class</th><th>Expiry Date</th></tr><tr><td>A</td><td>The day that is 1 month after the date that is 1 year from the issue of the Performance Rights.</td></tr><tr><td>B</td><td>The day that is 1 month after the date that is 2 years from the issue of the Performance Rights.</td></tr><tr><td>C</td><td>The day that is 1 month after the date that is 3 years from the issue of the Performance Rights.</td></tr></table> <p>(Expiry Date).</p> <p>If the relevant Vesting Milestone attached to the Performance Right has not been achieved by the Expiry Date, all Performance Rights in that class will automatically convert into one Share. [For the avoidance of doubt, a Performance Right will not lapse in the event the Vesting Milestone is met before the Expiry Date and the Shares the subject of a conversion are deferred in accordance with paragraph 16.</p>	Class	Expiry Date	A	The day that is 1 month after the date that is 1 year from the issue of the Performance Rights.	B	The day that is 1 month after the date that is 2 years from the issue of the Performance Rights.	C	The day that is 1 month after the date that is 3 years from the issue of the Performance Rights.
Class	Expiry Date									
A	The day that is 1 month after the date that is 1 year from the issue of the Performance Rights.									
B	The day that is 1 month after the date that is 2 years from the issue of the Performance Rights.									
C	The day that is 1 month after the date that is 3 years from the issue of the Performance Rights.									
5.	Notice of vesting	<p>The Company shall notify the holder in writing when the relevant Vesting Milestone has been satisfied.</p>								
6.	Quotation of Performance Rights	<p>The Performance Rights will not be quoted on ASX.</p>								
7.	Conversion	<p>Upon vesting, each Performance Right will, at the election of the holder, convert into one Share and the Company shall notify the holder on conversion.</p>								
8.	Timing of issue of Shares on conversion	<p>Within five Business Days of conversion of the Performance Rights, the Company will:</p> <p>(a) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights converted;</p>								

		<p>(b) 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</p> <p>(c) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the conversion of the Performance Rights.</p> <p>If a notice delivered under 8(b) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.</p> <p>The Company will issue the holder with a new holding statement for Shares as soon as practicable following the conversion of Performance Rights into Shares.</p>
9.	Shares issued on exercise	Shares issued on exercise of the Performance Rights rank equally with the then issued shares of the Company.
10.	Change of Control	<p>Subject to paragraph 16, upon:</p> <p>(a) a bona fide takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and:</p> <p>(i) having received acceptances for not less than 50.1% of the Company's Shares on issue; and</p> <p>(ii) having been declared unconditional by the bidder; or</p> <p>(b) a court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies,</p> <p>then, to the extent Performance Rights have not converted into Shares due to satisfaction of the relevant Vesting Milestone, Performance Rights will accelerate vesting conditions and will automatically convert into Shares on a one-for-one basis.</p>
11.	Participation in new issues	There are no participation rights or entitlements inherent in the Performance Rights and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Rights without converting the Performance Rights.
12.	Adjustment for bonus issues of Shares	If the Company makes a bonus issue of Shares or other securities to the Company's existing shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the number of Shares or other securities which must be issued on the conversion of a Performance Right will be increased by the number of Shares or other securities which the holder would have received if the holder had converted the Performance Right before the record date for the bonus issue.

13.	Reorganisation	If at any time the issued capital of the Company is reorganised (including consolidation, subdivision, reduction or return), all rights of a holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.
14.	Dividend and voting rights	The Performance Rights do not confer on the holder an entitlement to vote (except as otherwise required by law) or receive dividends.
15.	Transferability	The Performance Rights are not transferable.
16.	Deferral of conversion if resulting in a prohibited acquisition of Shares	<p>If the conversion of a Performance Right under paragraph 10 would result in any person being in contravention of section 606(1) of the Corporations Act (General Prohibition) then the conversion of that Performance Right shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Right would result in a contravention of the General Prohibition:</p> <p>(a) holders may give written notification to the Company if they consider that the conversion of a Performance Right may result in the contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition; and</p> <p>(b) the Company may (but is not obliged to) by written notice to a holder request a holder to provide the written notice referred to in paragraph (n)(i) within 7 days if the Company considers that the conversion of a Performance Right may result in a contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition.]</p>
17.	No rights to return of capital	A Performance Right does not entitle the holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
18.	Rights on winding up	A Performance Right does not entitle the holder to participate in the surplus profits or assets of the Company upon winding up.
19.	ASX Listing Rule compliance	The Board reserves the right to amend any term of the Performance Rights to ensure compliance with the ASX Listing Rules.
20.	No other rights	A Performance Right gives the holder no rights other than those expressly provided by these terms and conditions and those provided at law where such rights at law cannot be excluded by these terms.

Your proxy voting instruction must be received by **10.00am (AWST) on Wednesday, 18 June 2025**, 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 Key Management Personnel.

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://automicgroup.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.



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