



EXTRAORDINARY GENERAL MEETING – NOTICE AND PROXY FORM

Dear Shareholder,

Loyal Metals Ltd (ASX: LLM) (**Loyal Metals** or the **Company**) advises that it is convening an Extraordinary General Meeting (**EGM or Meeting**) of shareholders to be held at 12.00 pm (AWST) on Thursday, 25 September 2025, via a virtual meeting.

Loyal Metals respects the rights of shareholders to participate in the EGM and understands the importance of the meeting to shareholders. Shareholders who attend the Virtual Meeting will be able to watch, listen, ask questions and participate in all poll votes put to the Meeting. The Notice of Meeting can be downloaded from the link below or will be available on the ASX Market Announcement page (ASX: **LLM**): www.asx.com.au

In accordance with the *Corporations Act 2001* (Cth) the Company will not be sending hard copies of the Notice of Meeting to shareholders unless a shareholder has requested a hard copy.

All resolutions will be decided on a poll. The poll will be conducted based on votes submitted by proxy and at the Meeting by shareholders who can vote in accordance with the instructions set out below.

If you wish to virtually attend the EGM, please pre-register in advance for the virtual meeting here: https://us02web.zoom.us/webinar/register/WN_LNbRWJm5Rc-QsanYwgHWZQ

After registering, you will receive a confirmation containing information on how to attend the virtual meeting on the day of the EGM.

A copy of the Notice of Meeting can be viewed and downloaded online at the following link: <https://www.loyalmetals.com/asx-announcements>

Your proxy voting instruction must be received by 12:00 pm (AWST) on 23 September 2025. Your completed proxy form may be lodged online using the following link: <https://investor.automic.com.au/#/loginsah>.

The Company **strongly encourages shareholders to lodge a directed proxy form prior to the Meeting.**

Shareholders may also submit questions in advance of the Meeting by emailing the Company Secretary at ipamensky@loyalmetals.com. Responses will be provided at the Meeting in respect of all valid questions prior to 10:00 am (AWST) on 23 September 2025.

(Login and click on **'Meetings'**. Use the Holder Number shown at the top of your Proxy Form.)

If you have any difficulties obtaining a copy of the Notice of Meeting or your proxy form online, please contact the Company's share registry, Automic Group Pty Ltd, on 1300 288 664 (within Australia) or +61 2 9698 5414 (Overseas).

This announcement is authorised for market release by the Company.

Yours sincerely

Ian Pamensky – Company Secretary
21 August 2025



P +61 6245 2490
E info@loyalmetals.com
W www.loyalmetals.com

ASX LLM
ACN 644 564 241



For more information:

Adam Ritchie

Managing Director

aritchie@loyalmetals.com

+61 (0) 403 462 383

About Loyal Metals

Loyal Metals Limited (ASX: LLM) is a well-structured listed resource exploration company with projects in Tier 1 North American and Australian mining jurisdictions. Through the systematic exploration of its projects, the Company aims to delineate JORC compliant resources, creating value for its shareholders.



P +61 6245 2490
E info@loyalmetals.com
W www.loyalmetals.com

ASX LLM

ACN 644 564 241

LOYAL METALS LTD

ACN 664 564 241

NOTICE OF GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 12:00 pm (WST)

DATE: 25 September 2025

PLACE: Virtual Meeting via

https://us02web.zoom.us/webinar/register/WN_LNbRWJm5Rc-QsanYwgHWZQ

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

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

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 12:00pm on 23 September 2025.

BUSINESS OF THE MEETING

AGENDA

1. RESOLUTION 1 – APPROVAL TO ISSUE SHARES IN CONSIDERATION FOR THE ACQUISITION OF HIGHWAY COPPER GOLD PTY LTD

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 9,000,000 Consideration Shares to the HCG Shareholders (and/or their nominee/s) on the terms and conditions set out in the Explanatory Statement."

2. RESOLUTION 2 – APPROVAL TO ISSUE PERFORMANCE SHARES IN CONSIDERATION FOR THE ACQUISITION OF HIGHWAY COPPER GOLD PTY LTD

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 5,000,000 Performance Shares to the HCG Shareholders (and/or their nominee/s) on the terms and conditions set out in the Explanatory Statement."

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

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

"That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 11,111,111 Shares to be issued to the Tranche 1 Placement Participants on the terms and conditions set out in the Explanatory Statement."

4. RESOLUTION 4 – APPROVAL FOR PARTICIPATION IN PLACEMENT – MR ADAM RITCHIE

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 111,112 Shares to Mr Adam Ritchie (and/or his nominee/s) on the terms and conditions set out in the Explanatory Statement."

5. RESOLUTION 5 – APPROVAL FOR PARTICIPATION IN PLACEMENT – MR PERETZ SCHAPIRO

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 111,111 Shares to Mr Peretz Schapiro (and/or his nominee/s) on the terms and conditions set out in the Explanatory Statement."

6. RESOLUTION 6 – APPROVAL TO ISSUE OPTIONS TO LEAD MANAGER - CANACCORD

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

"That, for the purpose of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 2,000,000 Options to Canaccord on the terms and conditions set out in the Explanatory Statement."

7. RESOLUTION 7 – APPROVAL TO ISSUE OPTIONS TO DIRECTOR – MR BLAIR WAY

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

"That, for the purposes of Section 208 of the Corporations Act, Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue 1,000,000 Options to Mr Blair Way (and/or his nominee/s) on the terms and conditions set out in the Explanatory Statement."

8. RESOLUTION 8 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO DIRECTOR – MR BLAIR WAY

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

"That, for the purposes of Section 208 of the Corporations Act, Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue 1,000,000 Performance Rights to Mr Blair Way (and/or his nominee/s) on the terms and conditions set out in the Explanatory Statement."

9. RESOLUTION 9 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO DIRECTOR – MR ADAM RITCHIE

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

"That, for the purposes of Section 208 of the Corporations Act, Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue 9,000,000 Performance Rights to Mr Adam Ritchie (and/or his nominee/s) on the terms and conditions set out in the Explanatory Statement."

10. RESOLUTION 10 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO DIRECTOR – MR PERETZ SCHAPIRO

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

"That, for the purposes of Section 208 of the Corporations Act, Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue 2,500,000 Performance Rights to Mr Peretz Schapiro (and/or his nominee/s) on the terms and conditions set out in the Explanatory Statement."

Voting Prohibition Statements

Resolution 7 – Approval to Issue Options to Director – Mr Blair Way	<p>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 a related party of the Company to whom the Resolution would permit a financial benefit to be given, or an associate of such a related party (Resolution 7 Excluded Party). However, the above prohibition does not apply if the vote is cast by a person as proxy appointed by writing that specifies how the proxy is to vote on the Resolution and it is not cast on behalf of a Resolution 7 Excluded Party.</p> <p>In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on 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>Provided the Chair is not a Resolution 7 Excluded Party, the above prohibition does not apply if:</p> <ul style="list-style-type: none"> (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
Resolution 8 – Approval to Issue Performance Rights to Director – Mr Blair Way	<p>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 a related party of the Company to whom the Resolution would permit a financial benefit to be given, or an associate of such a related party (Resolution 8 Excluded Party). However, the above prohibition does not apply if the vote is cast by a person as proxy appointed by writing that specifies how the proxy is to vote on the Resolution and it is not cast on behalf of a Resolution 8 Excluded Party.</p> <p>In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:</p> <ul style="list-style-type: none"> (a) the proxy is either: <ul style="list-style-type: none"> (iii) a member of the Key Management Personnel; or (iv) 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>Provided the Chair is not a Resolution 8 Excluded Party, the above prohibition does not apply if:</p> <ul style="list-style-type: none"> (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
Resolution 9 – Approval to Issue Performance Rights to Director – Mr Adam Ritchie	<p>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 a related party of the Company to whom the Resolution would permit a financial benefit to be given, or an associate of such a related party (Resolution 9 Excluded Party). However, the above prohibition does not apply if the vote is cast by a person as proxy appointed by writing that specifies how the proxy is to vote on the Resolution and it is not cast on behalf of a Resolution 9 Excluded Party.</p> <p>In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on 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>Provided the Chair is not a Resolution 9 Excluded Party, the above prohibition does not apply if:</p> <ul style="list-style-type: none"> (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
Resolution 10 – Approval to Issue Performance Rights to Director – Mr Peretz Schapiro	<p>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 a related party of the Company to whom the Resolution would permit a financial benefit to be given, or an associate of such a related party (Resolution 10 Excluded Party). However, the above prohibition does not apply if the vote is cast by a person as proxy appointed by writing that specifies how the proxy is to vote on the Resolution and it is not cast on behalf of a Resolution 10 Excluded Party.</p> <p>In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on 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>Provided the Chair is not a Resolution 10 Excluded Party, the above prohibition does not apply if:</p> <ul style="list-style-type: none"> (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

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 1 – Approval to Issue Shares in Consideration for the Acquisition of Highway Copper Gold Pty Ltd	The HCG Shareholders (and/or their 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).
Resolution 2 – Approval to Issue Performance Shares in Consideration for the Acquisition of Highway Copper Gold Pty Ltd	The HCG Shareholders (and/or their 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).
Resolution 3 – Ratification of Prior Issue of Placement Shares – Listing Rule 7.1	The Tranche 1 Placement Participants (and/or their nominee/s) or any other person who participated in the issue or an associate of that person or those persons.
Resolution 4 – Approval for Participation in Placement – Mr Adam Ritchie	Mr Adam Ritchie (and/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 5 – Approval for Participation in Placement – Mr Peretz Schapiro	Mr Peretz Schapiro (and/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 Options to Canaccord	Canaccord (and/or their 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).
Resolution 7 – Approval to Issue Options to Director – Mr Blair Way	Mr Blair Way (and/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 8 – Approval to Issue Performance Rights to Director – Mr Blair Way	Mr Blair Way (and/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 9 – Approval to Issue Performance Rights to Director – Mr Adam Ritchie	Mr Adam Ritchie (and/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 10 – Approval to Issue Performance Rights to Director – Mr Peretz Schapiro	Mr Peretz Schapiro (and/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.

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

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

Voting by proxy

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

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

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

Shareholders and their proxies should be aware that:

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

Voting in person

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

Should you wish to discuss the matters in this Notice please do not hesitate to contact the Company Secretary on +61 8 6245 2490.

EXPLANATORY STATEMENT

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

1. RESOLUTIONS 1 AND 2 – APPROVAL TO ISSUE SHARES AND PERFORMANCE SHARES IN CONSIDERATION FOR THE ACQUISITION OF HIGHWAY COPPER GOLD PTY LTD

1.1 Background

On 2 July 2025, the Company announced that it had entered into a binding share sale agreement (**Share Sale Agreement**) with Highway Copper Gold Pty Ltd (ACN 685 155 506) (**HCG**) and the Shareholders of HCG (**HCG Shareholders**), pursuant to which the HCG Shareholders agreed to sell and the Company agreed to acquire 100% of the fully paid ordinary shares in the capital of HCG (**Acquisition**). The Acquisition ensures that the Company has exclusivity to undertake exploration on the tenements comprising the Highway Reward Project and Big Magpie Project in Queensland, Australia (**Tenements**).

The material terms of the Share Sale Agreement are as follows:

(a) Consideration

The consideration payable by the Company to the HCG Shareholders (and/or their nominee/s) on a pro-rata basis based on their shareholding in HCG, will be as follows:

- (i) **Consideration Shares:** the issue of 9,000,000 Shares, which will be subject to a voluntary escrow period of 6 months from Settlement;
- (ii) **Performance Shares:** the issue of a total of 5,000,000 Performance Shares, which will convert into Shares upon the satisfaction of the following milestones:
 - (A) 1,000,000 Performance Shares will convert into Shares upon the Company delineating a JORC compliant Inferred Mineral Resource of at least 1.0Mt at a minimum grade of at least 2% copper equivalent at the Highway Reward Project;
 - (B) 1,000,000 Performance Shares will convert into Shares upon the Company delineating a JORC compliant Indicated Resource or Measured Resource with at least 100,000t of contained copper metal equivalent at the Highway Reward Project;
 - (C) 1,000,000 Performance Shares will convert into Shares upon the Company announcing to the ASX a positive Pre-Feasibility Study for the recommencement (or commencement) of the Highway Reward Project operations;
 - (D) 1,000,000 Performance Shares will convert into Shares upon the Company announcing to the ASX the entry into a financing and offtake agreement (or any similar or alternate arrangements); and
 - (E) 1,000,000 Performance Shares will convert into Shares upon the Company announcing to the ASX that commercial mining recommences (or commenced) at the Highway Reward Project,

within 60 months from the date of Completion under the Option Agreement (defined below).

(together, the **Consideration Securities**).

(b) **Royalty**

From Settlement of the Acquisition, HCG has agreed to grant to the HCG Shareholders (or their nominees) a 2.0% net smelter royalty on all minerals recovered from the Tenements (**Royalty**). The terms of the Royalty are set out in a royalty deed entered into by HCG and the HCG Shareholders and contain usual terms and conditions considered standard for a net smelter royalty (**Royalty Deed**).

(c) **Conditions precedent**

Settlement of the Acquisition is subject to the satisfaction (or waiver) of the following conditions:

- (i) the Company obtaining shareholder approval pursuant to ASX Listing Rule 7.1 for the issue of the Consideration Securities (the subject of Resolutions 1 and 2);
- (ii) execution of the Royalty Deed; and
- (iii) the Company obtaining all necessary regulatory, shareholder and third-party approvals required to allow the Company to lawfully complete the Acquisition as required by the ASX Listing Rules and the Corporations Act,

(together, the **Conditions**).

(d) **Option Agreement**

On 27 June 2025, HCG entered into a binding option agreement (**Option Agreement**) with Thalanga Copper Mines Pty Ltd (ACN 004 797 335) (**TCM**) and BML Holdings Pty Ltd (ACN 009 021 827) (**BML**) (together, the **Vendors**), pursuant to which the Vendors granted HCG an option to acquire 100% of the rights, title and interest in the Tenements (**Tenements**) comprising the Highway Reward and Big Magpie Projects (together, the **Projects**) located in Queensland as set out in Schedule 1.

The material terms of the Option Agreement are set out in Schedule 2.

1.2 **General**

As set out in Section 1.1 above, the Company has entered into the Share Sale Agreement with HCG and the HCG Shareholders to acquire 100% of the fully paid ordinary shares in the capital of HCG and has agreed to issue the HCG Shareholders (and/or their nominee/s), the Consideration Securities.

1.3 **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 shares it had on issue at the start of that period.

The proposed issue of Consideration Securities falls within exception 17 of Listing Rule 7.2. It therefore requires the approval of Shareholders under Listing Rule 7.1.

Resolutions 1 and 2 seek Shareholder approval for the purposes of Listing Rule 7.1 for the issue of the Consideration Securities.

1.4 **Technical information required by Listing Rule 14.1A**

If Resolutions 1 and 2 are passed, the Company will be able to proceed with the issue of the Consideration Securities. In addition, the issue of the Consideration Securities 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 1 and 2 are not passed, the Company will not be able to proceed with the issue of the Consideration Securities and may be in breach of its obligations under the Share Sale Agreement.

Resolutions 1 and 2 are interconditional. Therefore, if either Resolution 1 or 2 is not passed, the Board will not be able to proceed with the Acquisition.

1.5 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 securities will be issued to the HCG Shareholders and/or their nominee(s). The Company notes that one of the recipients, Ikigai Strategic Investments Pty Ltd (ACN 654 460 018), which is associated with a minority shareholder of HCG, is also a substantial holder of the Company. Ikigai is expected to receive an allocation exceeding 1% of the Company's issued capital. No other recipients are anticipated to receive more than 1% of the issued capital, nor are any considered material for the purposes of this disclosure.
Number of Securities and class to be issued	The HCG Shareholders (and/or their nominee(s)) will be issued 9,000,000 Consideration Shares (which will be subject to an escrow period of 6 months from the date of Settlement) and 5,000,000 Performance Shares.
Terms of Securities	The Consideration Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares. The Performance Shares 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 Consideration Securities within 5 Business Days of the Meeting. In any event, the Company will not issue any Consideration Securities later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Consideration Securities will be issued as consideration for the acquisition of 100% of the fully paid ordinary shares in the capital of HCG, so the Company will not receive any cash consideration for the Consideration Securities. However, the Company notes that a deemed issue price of \$0.05 per Share was applied to determine the number of Consideration Shares issued.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to satisfy the Company's obligations under the Share Sale Agreement.
Summary of material terms of agreement to issue	The Consideration Securities are being issued under the Share Sale Agreement, a summary of the material terms of which is set out in Section 1.1.
Voting exclusion statement	A voting exclusion statement applies to Resolutions 1 and 2.

2. BACKGROUND TO RESOLUTIONS 3 TO 6

2.1 Background to Placement

As announced on 4 August 2025, the Company secured firm commitments from professional and sophisticated investors to raise approximately \$2,040,000 (before costs) through a placement of 11,333,334 Shares at an issue price of \$0.18 per Share (**Placement**).

The Placement will be completed in two tranches as set out below:

- (a) **Tranche 1:** on 8 August 2025, the Company completed the issue of 11,111,111 Shares to unrelated Placement participants (**Tranche 1 Placement Participants**) utilising the Company's placement capacity under ASX Listing Rule 7.1 (being the subject of Resolution 3); and
- (b) **Tranche 2:** subject to Shareholder approval, the Company will issue 222,223 Shares to Directors, Mr Adam Ritchie and Mr Peretz Schapiro (being the subject of Resolution 4 and 5) (**Tranche 2 Placement Participants**).

2.2 Use of Funds

Funds raised from the Placement will be used to accelerate exploration activities at the Highway Copper Gold Project and for general working capital.

2.3 Lead Manager

The Company engaged the services of Canaccord Genuity (Australia) Limited (ACN 075 071 466) (**Canaccord**) to act as lead manager to the Placement pursuant to an agreement dated 30 July 2025 (**Lead Manager Mandate**).

Pursuant to the Lead Manager Mandate, the Company has agreed to pay Canaccord the following fees in consideration for lead manager services:

- (a) a selling and management fee of 5% of the proceeds raised under the Placement; and
- (b) the issue of 2,000,000 Options, exercisable at \$0.30 each on or before the date that is three (3) years from the date of issue.

The issue of Options to Canaccord is subject to Shareholder approval at this Meeting under Resolution 6.

The Options proposed to be issued to Canaccord will be subject to a period of 12 months escrow.

3. RESOLUTION 3 – RATIFICATION OF PRIOR ISSUE OF SHARES – LISTING RULE 7.1

3.1 General

As set out in Section 2.1, on 8 August 2025, the Company completed the issue of 11,111,111 Shares to the Tranche 1 Placement Participants utilising its placement capacity under ASX Listing Rule 7.1.

Resolution 3 seeks Shareholder ratification for the purpose of Listing Rule 7.4 for the issue of 11,111,111 Placement Shares.

3.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 1.3 above.

The issue does not fit within any of the exceptions set out in Listing Rule 7.2 and, as it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the date of the issue.

3.3 Listing Rule 7.4

Listing Rule 7.4 allows the shareholders of a listed company to approve an issue of equity securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the company's capacity to issue further equity securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the issue.

3.4 Technical information required by Listing Rule 14.1A

If Resolution 3 is passed, the issue will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

If Resolution 3 is not passed, the issue will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities that the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

3.5 Technical information required by Listing Rules 7.4 and 7.5

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities were issued or the basis on which those persons were identified/selected	The Tranche 1 Placement Participants were identified through a bookbuild process, which involved Canaccord seeking expressions of interest to participate in the capital raising from non-related parties of the Company. The Company confirms that no Material Persons were issued more than 1% of the issued capital of the Company.
Number and class of Securities issued	11,111,111 Shares were issued.
Terms of Securities	The Shares were fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
Date(s) on or by which the Securities were issued	8 August 2025.
Price or other consideration the Company received for the Securities	\$0.18 per Share.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue was to raise capital, which the Company intends to apply towards the purpose as set out in Section 3.2.
Summary of material terms of agreement to issue	The Shares were issued pursuant to customary placement letter agreements between the Company and each of the Tranche 1 Placement Participants.
Voting Exclusion Statement	A voting exclusion statement applies to Resolution 3.
Compliance	The issue did not breach Listing Rule 7.1.

4. RESOLUTIONS 4 AND 5 – APPROVAL FOR RELATED PARTY PARTICIPATION IN PLACEMENT

4.1 General

As set out in Section 2.1, Mr Adam Ritchie and Mr Peretz Schapiro (**Tranche 2 Placement Participants**), have each agreed to participate in the Placement for an aggregate of \$40,000 on the same terms as the Tranche 1 Placement Participants (**Participation**).

The proposed allocations to each of the Tranche 2 Placement Participants under the Placement is as follows:

- (a) **Resolution 4:** Mr Adam Ritchie (and/or his nominee/s) for \$20,000, being 111,112 Shares; and

- (b) **Resolution 5:** Mr Peretz Schapiro (and/or his nominee/s) for \$20,000, being 111,111 Shares.

Resolutions 4 and 5 seek Shareholder approval for the purposes of Listing Rule 10.11 for the issue of Shares to the Tranche 2 Placement Participants (and/or their nominee/s) under the Placement as outlined above, as a result of the Participation.

4.2 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 of Shares to the Tranche 2 Placement Participants constitutes giving a financial benefit and each of the Tranche 2 Placement Participants are related parties of the Company by virtue of being Directors.

The Directors consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the Participation because the Shares will be issued to the Related Parties (or their respective nominee/s) on the same terms as Shares issued to the Tranche 1 Placement Participants. The Placement terms were agreed following a negotiation and discussion with proposed investors about the price and terms upon which those investors were prepared to invest in the Company, and as such the Board believes that it is reasonable to determine that the price and terms upon which they receiving a financial benefit has been determined on arm's length terms.

4.3 Listing Rule 10.11

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

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

unless it obtains the approval of its shareholders.

The issue 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.

4.4 Technical information required by Listing Rule 14.1A

If Resolutions 4 and 5 are passed, the Company will be able to proceed with the issue of the Shares within one month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules) and will raise additional funds which will be used in the manner set out in Section 2.2. 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 Resolutions 4 and 5 are not passed, the Company will not be able to proceed with the issue and the additional \$40,000 (before costs) will not be raised under the Placement.

4.5 Technical Information required by Listing Rule 10.13

REQUIRED INFORMATION	DETAILS
Name of the person to whom Securities will be issued	The Tranche 2 Placement Participants (and/or their nominee/s).
Categorisation under Listing Rule 10.11	<p>The Tranche 2 Placement Participants fall within the category set out in Listing Rule 10.11.1 given that each of Mr Adam Ritchie and Mr Peretz Schapiro are related parties by virtue of being Directors.</p> <p>Any nominee(s) of the Tranche 2 Placement Participants who receive Shares may constitute 'associates' for the purposes of Listing Rule 10.11.4.</p>
Number of Securities and class to be issued	222,223 Shares will be issued.
Terms of Securities	The Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Shares within 5 Business Days of the Meeting. In any event, the Company will not issue any Shares 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).
Price or other consideration the Company will receive for the Securities	\$0.18 per Share.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to raise capital (specifically, \$40,000 (before costs) to be raised under the Placement), which the Company intends to apply as set out in Section 2.2.
Summary of material terms of agreement to issue	The Shares will be issued pursuant to a customary placement letter agreement between the Company and the Tranche 2 Placement Participants.
Voting exclusion statement	A voting exclusion statement applies to Resolutions 4 and 5.

5. RESOLUTION 6 – APPROVAL TO ISSUE OPTIONS TO LEAD MANAGER - CANACCORD

5.1 General

Resolution 6 seeks Shareholder approval for the issue of 2,000,000 Options, exercisable at \$0.30 each on or before the date that is three (3) years from the date of issue, to Canaccord (and/or their nominee/s) in consideration for services as lead manager to the Placement.

The material terms and conditions of the Options to be issued to Canaccord are set out in Schedule 4.

5.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 1.3 above.

The proposed issue falls within exception 17 of Listing Rule 7.2. Under Listing Rule 7.2 (Exception 17), if the issue of securities is subject to prior shareholder approval, it does not

count toward the 15% placement limit set by Listing Rule 7.1. The proposed issue therefore requires the approval of Shareholders under Listing Rule 7.1.

5.3 Technical information required by Listing Rule 14.1A

If Resolution 6 is passed, the Company will be able to proceed with the issue of Options to Canaccord. In addition, the issue of the Options will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 6 is not passed, the Company will not be able to proceed with the issue of the Options to Canaccord, in which case the Company would be required to settle the amounts owing under the Lead Manager Mandate in cash.

5.4 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	Canaccord (and/or their 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	2,000,000 Options will be issued.
Terms of Securities	The Options will be issued on the terms and conditions set out in Schedule 4.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Options within 5 Business Days of the Meeting. In any event, the Company will not issue any Options later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Options will be issued at a nil issue price. The Company will not receive any other consideration for the issue of the Options (other than in respect of funds received on exercise of these Options).
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue of the Options is to satisfy the Company's obligations under the Lead Manager Mandate.
Summary of material terms of agreement to issue	The Options are being issued under the Lead Manager Mandate, a summary of the material terms of which is set out in Section 2.3.
Voting exclusion statement	A voting exclusion statement applies to Resolution 6.

6. RESOLUTIONS 7 TO 10 – APPROVAL TO ISSUE OPTIONS AND PERFORMANCE RIGHTS TO DIRECTORS

6.1 Background

To better align the interests of the Directors with the performance of the Company's recently acquired Projects, the Company intends to cancel an aggregate of 5,250,000 Performance Rights issued to Directors that relate to the Company's North American lithium assets. The cancellation of these Performance Rights is not connected with the issue of Performance Rights to the Directors the subject of Resolutions 7 to 10. The cancellation of the Performance Rights is being undertaken independently and not on the basis that the Directors will receive new securities as consideration or replacement.

The proposed issue of the Options and Performance Rights to Directors the subject of Resolutions 7 to 10 is tied to the Company's progression into a new strategic phase, including the acquisition of the Projects. The issue of Options and Performance Rights under Resolutions 7 to 10 are intended to align the Directors' incentives with the Company's objectives and are structured accordingly.

6.2 General

Resolutions 7 to 10 seek Shareholder approval for the purposes of Chapter 2E of the Corporations Act and Listing Rule 10.11 for the issue of 1,000,000 Options to Mr Blair Way (Resolution 7) and an aggregate 12,500,000 Performance Rights to Directors, Mr Blair Way, Mr Adam Ritchie, Mr Peretz Schapiro and (and/or their nominee/s) (**Related Parties**) (Resolutions 8 to 10) on the terms and conditions set out below.

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

Options

QUANTUM	RECIPIENT	EXERCISE PRICE	EXPIRY DATE
1,000,000	Blair Way	\$0.30	Three (3) years from the date of issue.

Performance Rights

RECIPIENT	CLASS	QUANTUM	VESTING CONDITION	EXPIRY DATE
Adam Ritchie	A	1,000,000	The Class A Performance Rights shall vest upon the Company delineating a JORC compliant Inferred Mineral Resource of at least 1.0mt at a minimum grade of at least 2% Copper equivalent at the Highway Reward Project.	The date which is 60 months from the date of Completion.
	B	1,000,000	The Class B Performance Rights shall vest upon the Company delineating a JORC compliant Indicated Resource or Measured Resource with at least 100,000t of contained Copper metal equivalent at the Highway Reward Project.	The date which is 60 months from the date of Completion.
	C	1,000,000	The Class C Performance Rights shall vest upon the Company announcing to the ASX a positive Pre-Feasibility Study for the recommencement (or commencement) of the Highway Reward Project operations.	The date which is 60 months from the date of Completion.
	D	1,000,000	The Class D Performance Rights shall vest upon the Company announcing to the ASX the entry into a financing and offtake agreement (or any similar	The date which is 60 months from the date of Completion.

RECIPIENT	CLASS	QUANTUM	VESTING CONDITION	EXPIRY DATE
			or alternate arrangements).	
	E	1,000,000	The Class E Performance Rights shall vest upon the Company announcing to the ASX that commercial mining recommences (or commenced) at the Highway Reward Project.	The date which is 60 months from the date of Completion.
	F	1,000,000	The date on which a new employment contract (Contract) between Adam Ritchie and the Company is executed.	The date which is 60 months from the date of Contract.
	G	1,000,000	On the date that is 6 months from the date of execution of the Contract.	The date which is 60 months from the date of Contract.
	H	1,000,000	On the date that is 12 months from the date of execution of the Contract.	The date which is 60 months from the date of Contract.
	I	1,000,000	On the date that is 18 months from the date of execution of the Contract.	The date which is 60 months from the date of Contract.
Peret Schapiro	A	500,000	The Class A Performance Rights shall vest upon the Company delineating a JORC compliant Inferred Mineral Resource of at least 1.0mt at a minimum grade of at least 2% Copper equivalent at the Highway Reward Project.	The date which is 60 months from the date of Completion.
	B	500,000	The Class B Performance Rights shall vest upon the Company delineating a JORC compliant Indicated Resource or Measured Resource with at least 100,000t of contained Copper metal equivalent at the Highway Reward Project.	The date which is 60 months from the date of Completion.
	C	500,000	The Class C Performance Rights shall vest upon the Company announcing to the ASX a positive Pre-Feasibility Study for the recommencement (or commencement) of the Highway Reward Project operations.	The date which is 60 months from the date of Completion.
	D	500,000	The Class D Performance Rights shall vest upon the Company announcing to the ASX the entry into a financing and offtake	The date which is 60 months from the date of Completion.

RECIPIENT	CLASS	QUANTUM	VESTING CONDITION	EXPIRY DATE
			agreement (or any similar or alternate arrangements).	
	E	500,000	The Class E Performance Rights shall vest upon the Company announcing to the ASX that commercial mining recommences (or commenced) at the Highway Reward Project.	The date which is 60 months from the date of Completion.
David (Blair) Way	A	200,000	The Class A Performance Rights shall vest upon the Company delineating a JORC compliant Inferred Mineral Resource of at least 1.0mt at a minimum grade of at least 2% Copper equivalent at the Highway Reward Project.	The date which is 60 months from the date of Completion.
	B	200,000	The Class B Performance Rights shall vest upon the Company delineating a JORC compliant Indicated Resource or Measured Resource with at least 100,000t of contained Copper metal equivalent at the Highway Reward Project.	The date which is 60 months from the date of Completion.
	C	200,000	The Class C Performance Rights shall vest upon the Company announcing to the ASX a positive Pre-Feasibility Study for the recommencement (or commencement) of the Highway Reward Project operations.	The date which is 60 months from the date of Completion.
	D	200,000	The Class D Performance Rights shall vest upon the Company announcing to the ASX the entry into a financing and offtake agreement (or any similar or alternate arrangements).	The date which is 60 months from the date of Completion.
	E	200,000	The Class E Performance Rights shall vest upon the Company announcing to the ASX that commercial mining recommences (or commenced) at the Highway Reward Project.	The date which is 60 months from the date of Completion.

6.3 Director Recommendation

Each Director has a material personal interest in the outcome of Resolutions 7 to 10 on the basis that all of the Directors (and/or their nominee/s) are to be issued Securities should Resolutions 7 to 10 be passed. For this reason, the Directors do not believe that it is appropriate to make a recommendation on Resolutions 7 to 10.

6.4 Chapter 2E of the Corporations Act

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

The issue constitutes giving a financial benefit and each of the proposed recipients are related parties of the Company by virtue of being Directors.

As Securities are proposed to be issued to all of the Directors, the Directors are unable to form a quorum to consider whether one of the exceptions set out in sections 210 to 216 of the Corporations Act applies to the issue. Accordingly, Shareholder approval for the issue is sought in accordance with Chapter 2E of the Corporations Act.

6.5 Listing Rule 10.11

A summary of Listing Rule 10.11 is set out in Section 4.3.

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.

6.6 Technical information required by Listing Rule 14.1A

If Resolutions 7 to 10 are 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 Resolutions 7 to 10 are not passed, the Company will not be able to proceed with the issue and the Company may seek to remunerate the Related Parties through other means (i.e. cash bonuses).

6.7 Technical information required by Listing Rule 10.13 and section 219 of the Corporations Act

REQUIRED INFORMATION	DETAILS
Name of the persons to whom Securities will be issued	The proposed recipients of the Securities are set out in Section 6.2 above.
Categorisation under Listing Rule 10.14	<p>The Related Parties fall within the category set out in Listing Rule 10.11.1 as they are related parties of the Company by virtue of being Directors.</p> <p>Any nominee(s) of the proposed recipients who receive Securities may constitute 'associates' for the purposes of Listing Rule 10.11.4.</p>
Number of Securities and class to be issued	<p>1,000,000 Options and 12,500,000 Performance Rights comprising:</p> <p>(a) 1,000,000 Options and 1,000,000 Performance Rights to Mr Blair Way (and/or his nominee/s) pursuant to Resolutions 7 and 8.</p> <p>(b) 9,000,000 Performance Rights to Mr Adam Ritchie (and/or his nominee/s) pursuant to Resolution 9; and</p> <p>(c) 2,500,000 Performance Rights to Mr Peretz Schapiro (and/or his nominee/s) pursuant to Resolutions 10;</p>

REQUIRED INFORMATION	DETAILS
Terms of Securities	<p>The Options will be issued on the terms and conditions set out in Schedule 4.</p> <p>The Performance Rights will be issued on the terms and conditions set out in Schedule 5.</p>
Date(s) on or by which the Securities will be issued	<p>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 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.</p>
Price or other consideration the Company will receive for the Securities	<p>The Securities will be issued at a nil issue price.</p>
Purpose of the issue, including the intended use of any funds raised by the issue	<p>The purpose of the issue is to provide a performance linked incentive component in the remuneration package for Mr Ritchie, Mr Schapiro and Mr Way to motivate and reward their performance as Directors and to provide cost effective remuneration to the Directors, 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 the Directors.</p>
Consideration of type of Security to be issued	<p>The Company has agreed to issue the Options to Mr Way for the following reasons:</p> <ul style="list-style-type: none"> (a) the issue of Options has no immediate dilutionary impact on Shareholders; (b) the issue to Mr Way will align his interests with those of Shareholders; (c) the issue is a reasonable and appropriate method to provide cost effective remuneration as the non-cash form of this benefit will allow the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to Mr Way; (d) the deferred taxation benefit which is available to Mr Way in respect of an issue of Options is also beneficial to the Company as it means the recipient is not required to immediately sell the Options to fund a tax liability (as would be the case in an issue of Shares where the tax liability arises upon issue of the Shares) and will instead, continue to hold an interest in the Company; and (e) it is not considered that there are any significant opportunity costs to the Company or benefits foregone by the Company in issuing the Options on the terms proposed. <p>The Company has agreed to issue the Performance Rights to Mr Ritchie and Mr Schapiro for the following reasons:</p> <ul style="list-style-type: none"> (a) the issue of Performance Rights has no immediate dilutionary impact on Shareholders; (b) the milestones attaching to the Performance Rights to the Related Parties will align the interests of the recipient with those of Shareholders;

REQUIRED INFORMATION	DETAILS												
	<p>(c) the issue is a reasonable and appropriate method to provide cost effective remuneration as the non-cash form of this benefit will allow the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to the Related Parties; and</p> <p>(d) it is not considered that there are any significant opportunity costs to the Company or benefits foregone by the Company in issuing the Incentive Performance Rights on the terms proposed.</p>												
Consideration of quantum of Securities to be issued	<p>The number of Securities to be issued has been determined based upon a consideration of:</p> <p>(a) current market standards and/or practices of other ASX listed companies of a similar size and stage of development to the Company;</p> <p>(b) the remuneration of the Related Parties; and</p> <p>(c) incentives to attract and ensure continuity of service of the proposed recipients who have appropriate knowledge and expertise, while maintaining the Company's cash reserves.</p> <p>The Company does not consider that there are any significant opportunity costs to the Company or benefits foregone by the Company in issuing the Securities upon the terms proposed.</p>												
Remuneration package	<p>The total remuneration package for each of the recipients for the previous financial year and the proposed total remuneration package for the current financial year are set out below:</p> <table><tr><th>RELATED PARTY</th><th>CURRENT FINANCIAL YEAR ENDING 31 DECEMBER 2025¹</th><th>PREVIOUS FINANCIAL YEAR ENDED 31 DECEMBER 2024</th></tr><tr><td>Adam Ritchie</td><td>\$350,000²</td><td>768,659³</td></tr><tr><td>Peretz Schapiro</td><td>\$60,000⁴</td><td>291,526⁵</td></tr><tr><td>David (Blair) Way</td><td>\$42,000</td><td>Nil³</td></tr></table> <p>Notes:</p> <p>1. These figures exclude share-based payments.</p> <p>2. Comprising Directors' fee/salary and superannuation.</p> <p>3. Comprising Directors' fees/salary of \$316,742, a superannuation payment of \$35,633 and share based payments of \$416,284.</p> <p>4. Comprising Directors' fee/salary and superannuation.</p> <p>5. Comprising Directors' fees/salary of \$155,000 and share based payments of \$136,026.</p> <p>6. Comprising Directors' fee/salary and superannuation.</p> <p>7. Appointed 6 January 2025.</p>	RELATED PARTY	CURRENT FINANCIAL YEAR ENDING 31 DECEMBER 2025 ¹	PREVIOUS FINANCIAL YEAR ENDED 31 DECEMBER 2024	Adam Ritchie	\$350,000 ²	768,659 ³	Peretz Schapiro	\$60,000 ⁴	291,526 ⁵	David (Blair) Way	\$42,000	Nil ³
RELATED PARTY	CURRENT FINANCIAL YEAR ENDING 31 DECEMBER 2025 ¹	PREVIOUS FINANCIAL YEAR ENDED 31 DECEMBER 2024											
Adam Ritchie	\$350,000 ²	768,659 ³											
Peretz Schapiro	\$60,000 ⁴	291,526 ⁵											
David (Blair) Way	\$42,000	Nil ³											
Valuation	<p>The valuation of the Options and Performance Rights is calculated using the Black-Scholes methodology, and is summarised as follows:</p> <p>(a) Options at \$0.0773 each; and</p> <p>(b) Class A – I Performance Rights at \$0.185.</p> <p>Further information in respect of the valuation of the Options and Performance Rights and the pricing methodology is set out in Schedule 6 and Schedule 7.</p>												

REQUIRED INFORMATION	DETAILS																																																
Interest in Securities	<p>The relevant interests of the recipients in Securities as at the date of this Notice and following completion of the issue are set out below:</p> <p>As at the date of this Notice</p> <table><tr><th>Related Party</th><th>Shares¹</th><th>Options</th><th>Performance Shares</th><th>Performance Rights</th><th>Undiluted</th><th>Fully Diluted</th></tr><tr><td>Adam Ritchie</td><td>2,374,585</td><td>Nil</td><td>Nil</td><td>4,250,000</td><td>1.68%</td><td>4.68%</td></tr><tr><td>Peretz Schapiro</td><td>502,111</td><td>Nil</td><td>Nil</td><td>1,250,000</td><td>0.35%</td><td>0.53%</td></tr><tr><td>David (Blair) Way</td><td>Nil</td><td>Nil</td><td>Nil</td><td>Nil</td><td>Nil</td><td>Nil</td></tr></table> <p>Post issue</p> <table><tr><th>Related Party</th><th>Shares¹</th><th>Options</th><th>Performance Shares</th><th>Performance Rights⁴</th></tr><tr><td>Adam Ritchie</td><td>2,374,585³</td><td>Nil</td><td>Nil</td><td>9,000,000</td></tr><tr><td>Peretz Schapiro</td><td>502,111³</td><td>Nil</td><td>Nil</td><td>4,000,000</td></tr><tr><td>David (Blair) Way</td><td>Nil</td><td>1,000,000²</td><td>Nil</td><td>1,000,000</td></tr></table> <p>Notes:</p> <ol style="list-style-type: none">Fully paid ordinary shares in the capital of the Company (ASX: LLM).Unquoted Options exercisable at \$0.30 on or before three years from the date of issue.Includes the Shares issued to the Directors under the Placement pursuant to Resolutions 4 and 5.Includes the cancellation of the Performance Rights on issue as at the date of this Notice.	Related Party	Shares ¹	Options	Performance Shares	Performance Rights	Undiluted	Fully Diluted	Adam Ritchie	2,374,585	Nil	Nil	4,250,000	1.68%	4.68%	Peretz Schapiro	502,111	Nil	Nil	1,250,000	0.35%	0.53%	David (Blair) Way	Nil	Nil	Nil	Nil	Nil	Nil	Related Party	Shares ¹	Options	Performance Shares	Performance Rights ⁴	Adam Ritchie	2,374,585 ³	Nil	Nil	9,000,000	Peretz Schapiro	502,111 ³	Nil	Nil	4,000,000	David (Blair) Way	Nil	1,000,000 ²	Nil	1,000,000
Related Party	Shares ¹	Options	Performance Shares	Performance Rights	Undiluted	Fully Diluted																																											
Adam Ritchie	2,374,585	Nil	Nil	4,250,000	1.68%	4.68%																																											
Peretz Schapiro	502,111	Nil	Nil	1,250,000	0.35%	0.53%																																											
David (Blair) Way	Nil	Nil	Nil	Nil	Nil	Nil																																											
Related Party	Shares ¹	Options	Performance Shares	Performance Rights ⁴																																													
Adam Ritchie	2,374,585 ³	Nil	Nil	9,000,000																																													
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David (Blair) Way	Nil	1,000,000 ²	Nil	1,000,000																																													
Dilution	<p>If the Options issued under Resolution 7 are exercised and the milestones attaching to the Performance Rights issued under Resolutions 8 to 10 are met and the Performance Rights are converted, a total of 13,500,000 Shares would be issued. This will increase the number of Shares on issue from 130,744,174 (being the total number of Shares on issue as at the date of this Notice) to 144,244,174 (assuming that no Shares are issued and no other convertible securities vest or are exercised) with the effect that the shareholding of existing Shareholders would be diluted by an aggregate of 11.2%, comprising 7.81% by Adam Ritchie, 2% by Peretz Schapiro and 1.39% by Blair Way.</p>																																																
Market price	<p>The market price for Shares during the term of the Options would normally determine whether or not the Options are exercised. If, at any time any of the Options are exercised and the Shares are trading on ASX at a price that is higher than the exercise price of the Options, there may be a perceived cost to the Company.</p>																																																

REQUIRED INFORMATION	DETAILS												
Trading history	<p>The trading history of the Shares on ASX in the 12 months before the date of this Notice is set out below:</p> <table><tr><th></th><th>PRICE</th><th>DATE</th></tr><tr><td>Highest</td><td>\$0.26</td><td>15 August 2025</td></tr><tr><td>Lowest</td><td>\$0.081</td><td>16 May 2025</td></tr><tr><td>Last</td><td>\$0.24</td><td>14 August 2025</td></tr></table>		PRICE	DATE	Highest	\$0.26	15 August 2025	Lowest	\$0.081	16 May 2025	Last	\$0.24	14 August 2025
	PRICE	DATE											
Highest	\$0.26	15 August 2025											
Lowest	\$0.081	16 May 2025											
Last	\$0.24	14 August 2025											
Other information	<p>The Board is not aware of any other information that is reasonably required by Shareholders to allow them to decide whether it is in the best interests of the Company to pass Resolutions 7 to 10.</p>												
Voting exclusion statements	<p>Voting exclusion statements apply to Resolutions 7 to 10.</p>												
Voting prohibition statements	<p>Voting prohibition statements apply to Resolutions 7 to 10.</p>												

GLOSSARY

\$ means Australian dollars.

Acquisition has the meaning given in Section 1.1.

Acquisition Performance Rights means the Class A to E Performance Rights.

Agreement has the meaning given in Section 1.1.

ASIC means the Australian Securities & Investments Commission.

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

BML has the meaning given in Section 1.1.

Board means the current board of directors of the Company.

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

Canaccord has the meaning given in Section 3.3.

Chair means the chair of the Meeting.

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

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

Company means Loyal Metals Ltd (ACN 664 564 241).

Completion means completion of the sale of the Tenements under the Option Agreement.

Conditions has the meaning given in Section 1.1.

Consideration Securities has the meaning given in Section 1.1.

Consideration Shares has the meaning given in Section 1.1.

Constitution means the Company's constitution.

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

Directors means the current directors of the Company.

Explanatory Statement means the explanatory statement accompanying the Notice.

Executive Contract Performance Rights means the Class F to I Performance Rights. **HCG** has the meaning given in Section 1.1

HCG Shareholders has the meaning given in Section 1.1.

Ikigai has the meaning given in Section 1.5.

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

executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

Lead Manager Mandate has the meaning given in Section 2.3.

Listing Rules means the Listing Rules of ASX.

Material Person means a related party of the Company, member of the Key Management Personnel, substantial holder of the Company, adviser of the Company or associate of any of these parties.

Meeting means the meeting convened by the Notice.

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

Option means an option to acquire a Share.

Option Agreement has the meaning given in Section 1.1.

Participation has the meaning given in Section 4.1.

Performance Right means a right to acquire a Share subject to satisfaction of performance milestones.

Performance Share means a performance share in the capital of the Company which converts into a Share following satisfaction of a performance milestone.

Placement has the meaning given in Section 2.1.

Projects has the meaning given in Section 1.1.

Proxy Form means the proxy form accompanying the Notice.

Related Parties has the meaning given in Section 6.1.

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

Royalty Deed has the meaning given in Section 1.1.

Section means a section of the Explanatory Statement.

Security means a Share, Option, Performance Right or Performance Share (as applicable).

Settlement means the date which is 5 business days after satisfaction (or waiver by mutual agreement) of the conditions precedent, under the Share Sale Agreement.

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

Shareholder means a registered holder of a Share.

Tranche 1 has the meaning given in Section 2.1.

Tranche 2 has the meaning given in Section 2.1.

Tranche 1 Placement Participants has the meaning given in Section 2.1.

Tranche 2 Placement Participants has the meaning given in Section 2.1.

TCM has the meaning given in Section 1.1.

Tenements has the meaning given in Section 1.1.

Vendors has the meaning given in Section 1.1.

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

SCHEDULE 1 – SCHEDULE OF TENEMENTS TO BE ACQUIRED UNDER THE OPTION AGREEMENT

TENEMENT	NAME	STATE	REGISTERED HOLDER
ML 10028	The Highway	Queensland	TCM: 70% BML: 30%
ML 1571	Highway Extended	Queensland	TCM: 70% BML: 30%
ML 1734	Reward	Queensland	TCM: 70% BML: 30%
ML 1739	Reward Extended	Queensland	TCM: 70% BML: 30%
ML 1758	The Big Magpie	Queensland	TCM: 70% BML: 30%

SCHEDULE 2 – MATERIAL TERMS AND CONDITIONS OF THE OPTION AGREEMENT

Contract Name/Description	Option Agreement (Option Agreement).					
Parties' names	(a) Highway Copper Gold Pty Ltd (ACN 685 155 506) (HCG); (b) Thalanga Copper Mines Pty Ltd (ACN 004 797 335) (Thalanga); and (c) BML Holdings Pty Ltd (ACN 009 021 827) (BML), (each a Party and together, the Parties).					
Date of contract	27 June 2025					
Summary	BML and Thalanga (together, the Vendors) agree to grant HCG the option to acquire a 100% interest in the Tenements, which comprise the Highway Reward and Big Magpie Project (Projects) and all associated mining information (together, the Sale Assets).					
Option Period	12 months					
Consideration	In consideration for the Vendors granting HCG the Option, HCG will pay the Vendors AUD\$250,000 in the following tranches: (a) \$50,000 upon execution of this Option Agreement; (b) \$100,000 within one month of executing this Option Agreement; and (c) \$100,000 within three months of executing this Option Agreement.					
Royalty Payments	<div>HCG agrees to pay the Vendors the following cash payments upon satisfaction of the following milestones:</div> <table><tr><th>MILESTONE</th></tr><tr><td>US\$2,500,000 upon greater than 100,000 tonnes of contained copper metal equivalent extracted from the area of the Tenements is defined as an Indicated Mineral Resource or better classification under the JORC Code.</td></tr><tr><td>An additional US\$2,500,000 for every 100,000 tonnes of contained copper metal equivalent extracted from the area of the Tenements is defined as an Indicated Mineral Resource or better classification under the JORC code.</td></tr></table>			MILESTONE	US\$2,500,000 upon greater than 100,000 tonnes of contained copper metal equivalent extracted from the area of the Tenements is defined as an Indicated Mineral Resource or better classification under the JORC Code.	An additional US\$2,500,000 for every 100,000 tonnes of contained copper metal equivalent extracted from the area of the Tenements is defined as an Indicated Mineral Resource or better classification under the JORC code.
MILESTONE						
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An additional US\$2,500,000 for every 100,000 tonnes of contained copper metal equivalent extracted from the area of the Tenements is defined as an Indicated Mineral Resource or better classification under the JORC code.						
Conditions Precedent	Exercise of the Option by HCG is subject to the satisfaction (or waiver) of the following conditions precedent: (a) Minimum Expenditure: HCG providing evidence to the Vendors that the minimum spend of \$300,000 on exploration activities has been satisfied; (b) Maintenance Costs: HCG paying the Vendors \$50,000 per month for care and maintenance undertaken on the Tenements during the Option Period; and (c) Option Exercise Notice: HCG delivering an option exercise notice to the Vendors.					
Conditions Subsequent	Within 15 business days after execution of the Option Agreement, the parties must enter into: (a) a sale and purchase agreement, which will set out the terms on which the Vendors will sell and HCG will purchase the Tenements (subject to exercise of the Option); and (b) a tenement mortgage, which will set out the terms on which HCG will, effective from completion under the Option					

	Agreement, grant the Vendors a mortgage over the Tenements as security for the Royalty Payments.
Financial Provisioning	Upon exercise of the Option and completion of the sale of the Tenements, HCG will assume responsibility for any security, financial assurance, or surety associated with the Tenements, comply with relevant regulatory frameworks and meet all relevant obligations in accordance with environmental and mining laws, which for the avoidance of doubt, may include replacing the financial provisioning (currently provided by the Vendors) of \$8,208,216, as required by the Mineral and Energy Resource (Financial Provisioning) Act 2018 (Qld). Loyal intends to explore and evaluate multiple direct and indirect funding solutions to ensure this requirement can be met within the option period.
Governing Law	Laws of Queensland.

SCHEDULE 3 – TERMS AND CONDITIONS OF PERFORMANCE SHARES

1.	Entitlement	<p>Each Performance Share is a share in the capital of the Company and confers on the holder a right to:</p> <p>(a) subscribe for one Share upon exercise of the Performance Share;</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 Shares will be issued for nil consideration and no consideration will be payable upon the conversion of the Performance Shares into Shares.</p>												
3.	Milestones	<p>The Performance Shares shall vest and be convertible into Shares upon satisfaction of the following milestones:</p> <table><tr><th>CLASS</th><th>MILESTONE</th></tr><tr><td>A</td><td>1,000,000 Performance Shares will convert into Shares upon the Company delineating a JORC compliant Inferred Mineral Resource of at least 1.0mt at a minimum grade of at least >2% copper equivalent at the Highway Reward Project.</td></tr><tr><td>B</td><td>1,000,000 Performance Shares will convert into Shares upon the Company delineating a JORC compliant Indicated Resource or Measured Resource with at least 100,000t of contained copper metal equivalent at the Highway Reward Project.</td></tr><tr><td>C</td><td>1,000,000 Performance Shares will convert into Shares upon the Company announcing to the ASX a positive Pre-Feasibility Study for the recommencement (or commencement) of the Highway Reward Project operations.</td></tr><tr><td>D</td><td>1,000,000 Performance Shares will convert into Shares upon the Company announcing to the ASX the entry into a financing and offtake agreement (or similar or alternate arrangements).</td></tr><tr><td>E</td><td>1,000,000 Performance Shares will convert into Shares upon the Company announcing to the ASX that commercial mining recommences (or commenced) at the Highway Reward Project.</td></tr></table>	CLASS	MILESTONE	A	1,000,000 Performance Shares will convert into Shares upon the Company delineating a JORC compliant Inferred Mineral Resource of at least 1.0mt at a minimum grade of at least >2% copper equivalent at the Highway Reward Project.	B	1,000,000 Performance Shares will convert into Shares upon the Company delineating a JORC compliant Indicated Resource or Measured Resource with at least 100,000t of contained copper metal equivalent at the Highway Reward Project.	C	1,000,000 Performance Shares will convert into Shares upon the Company announcing to the ASX a positive Pre-Feasibility Study for the recommencement (or commencement) of the Highway Reward Project operations.	D	1,000,000 Performance Shares will convert into Shares upon the Company announcing to the ASX the entry into a financing and offtake agreement (or similar or alternate arrangements).	E	1,000,000 Performance Shares will convert into Shares upon the Company announcing to the ASX that commercial mining recommences (or commenced) at the Highway Reward Project.
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E	1,000,000 Performance Shares will convert into Shares upon the Company announcing to the ASX that commercial mining recommences (or commenced) at the Highway Reward Project.													
4.	Expiry Date	<p>The Performance Shares, 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 date which is 60 months from the date of completion (Completion) under the Option Agreement.</td></tr><tr><td>B</td><td>The date which is 60 months from the date of Completion.</td></tr><tr><td>C</td><td>The date which is 60 months from the date of Completion.</td></tr><tr><td>D</td><td>The date which is 60 months from the date of Completion.</td></tr><tr><td>E</td><td>The date which is 60 months from the date of Completion.</td></tr></table> <p>(Expiry Date).</p>	CLASS	EXPIRY DATE	A	The date which is 60 months from the date of completion (Completion) under the Option Agreement.	B	The date which is 60 months from the date of Completion.	C	The date which is 60 months from the date of Completion.	D	The date which is 60 months from the date of Completion.	E	The date which is 60 months from the date of Completion.
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C	The date which is 60 months from the date of Completion.													
D	The date which is 60 months from the date of Completion.													
E	The date which is 60 months from the date of Completion.													

		If the relevant Milestone attached to the Performance Share has not been achieved by the Expiry Date, all Performance Shares in that class will be cancelled after the Expiry Date.
5.	Notice of vesting	The Company shall notify the holder in writing when the relevant Milestone has been satisfied.
6.	Quotation of Performance Shares	The Performance Shares will not be quoted on ASX.
7.	Conversion	Upon vesting, each Performance Share will, at the election of the holder, convert into one Share and the Company shall notify the holder on conversion.
8.	Timing of issue of Shares on conversion	<p>Within five Business Days of conversion of the Performance Shares, the Company will:</p> <ul style="list-style-type: none"> (a) issue the number of Shares required under these terms and conditions in respect of the number of Performance Shares converted; (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 (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 Shares. <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 Shares into Shares.</p>
9.	Shares issued on exercise	Shares issued on exercise of the Performance Shares rank equally with the then issued shares of the Company.
10.	Change of Control	<p>Subject to paragraph 16, upon:</p> <ul style="list-style-type: none"> (a) a bona fide takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and; (b) having received acceptances for not less than 50.1% of the Company's Shares on issue; and (c) having been declared unconditional by the bidder; or (d) 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>then, to the extent Performance Shares have not converted into Shares due to satisfaction of the relevant Vesting Conditions, Performance Shares 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 Shares and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Shares without converting the Performance Shares.
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 Share will be increased by the number of Shares or other securities which the holder would have received if the holder had converted the Performance Share 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 Shares do not confer on the holder an entitlement to vote (except as otherwise required by law) or receive dividends.
15.	Transferability	The Performance Shares are not transferable.
16.	Deferral of conversion if resulting in a prohibited acquisition of Shares	<p>If the conversion of a Performance Share under paragraphs 7 or 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 Share shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Share would result in a contravention of the General Prohibition:</p> <p>(a) holders may give written notification to the Company if they consider that the conversion of a Performance Share may result in the contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Share 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 Share 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 Share will not result in any person being in contravention of the General Prohibition.</p>
17.	No rights to return of capital	A Performance Share 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 Share 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 Shares to ensure compliance with the ASX Listing Rules.
20.	No other rights	A Performance Share gives the holder no rights other than those expressly provided by these terms and conditions and those provided at law where such rights at law cannot be excluded by these terms.

SCHEDULE 4 – TERMS AND CONDITIONS OF OPTIONS

1.	Entitlement	Each Option entitles the holder to subscribe for one Share upon exercise of the Option.
2.	Exercise Price	Subject to paragraphs 10 and 12, the amount payable upon exercise of each Option will be \$0.30 (Exercise Price).
3.	Expiry Date	Each Option will expire at 5:00 pm (AWST) on the date which is three (3) years from the date of issue (Expiry Date). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date
4.	Exercise Period	The Options are exercisable at any time on or prior to the Expiry Date (Exercise Period).
5.	Exercise Notice	The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (Exercise Notice) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.
6.	Exercise Date	An Exercise Notice is only effective on and from the later of the date of receipt of the Exercise Notice and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (Exercise Date).
7.	Timing of issue of Shares on exercise	<p>Within five Business Days after the Exercise Date, the Company will:</p> <ul style="list-style-type: none"> (a) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Exercise Notice and for which cleared funds have been received by the Company; (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 (c) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options. <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>
8.	Shares issued on exercise	Shares issued on exercise of the Options rank equally with the then issued shares of the Company.
9.	Change of Control	<p>Upon:</p> <ul style="list-style-type: none"> (a) a bona fide takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and; (b) having received acceptances for not less than 50.1% of the Company's Shares on issue; and (c) having been declared unconditional by the bidder; or

		<p>(d) 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 Options have not converted into Shares due to satisfaction of the relevant Vesting Conditions, Options will accelerate vesting conditions and will automatically convert into Shares on a one-for-one basis.</p>
10.	Reorganisation	If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of the holder will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.
11.	Participation in new issues	There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.
12.	Change in exercise price/ Adjustment for rights issue	An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.
13.	Adjustment for bonus issues of Shares	<p>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):</p> <p>(a) the number of Shares or other securities which must be issued on the exercise of an Option will be increased by the number of Shares or other securities which the holder would have received if the holder had exercised the Option before the record date for the bonus issue; and</p> <p>(b) no change will be made to the Exercise Price.</p>
14.	Transferability	The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

SCHEDULE 5 – TERMS AND CONDITIONS OF PERFORMANCE RIGHTS

1.	Entitlement	Each Performance Right entitles the holder to subscribe for one Share upon conversion of the Performance Right.																				
2.	Consideration	The Performance Rights will be issued for nil consideration and no consideration will be payable upon the conversion of the Performance Rights into Shares.																				
3.	Milestones	<div>The Performance Rights shall vest as follows:</div> <table><tr><th>CLASS</th><th>MILESTONE</th></tr><tr><td>A</td><td>Class A Incentive Performance Rights: shall vest upon the Company delineating a JORC compliant Inferred Mineral Resource of at least 1.0mt at a minimum grade of at least 2% Copper equivalent at the Highway Reward Project.</td></tr><tr><td>B</td><td>Class B Incentive Performance Rights: shall vest upon the Company delineating a JORC compliant Indicated Resource or Measured Resource with at least 100,000t of contained Copper metal equivalent at the Highway Reward Project.</td></tr><tr><td>C</td><td>Class C Incentive Performance Rights: shall vest upon the Company announcing to the ASX a positive Pre-Feasibility Study for the recommencement (or commencement) of the Highway Reward Project operations.</td></tr><tr><td>D</td><td>Class D Incentive Performance Rights: shall vest upon the Company announcing to the ASX the entry into a financing and offtake agreement (or any similar or alternate arrangements).</td></tr><tr><td>E</td><td>Class E Incentive Performance Rights: The Class E Performance Rights shall vest upon the Company announcing to the ASX that commercial mining recommenced (or commenced) at the Highway Reward Project.</td></tr><tr><td>F</td><td>Class F Incentive Performance Rights: The date on which a new employment contract (Contract) between Adam Ritchie and the Company is executed.</td></tr><tr><td>G</td><td>Class G Incentive Performance Rights: The date which is 6 months from execution of the Contract.</td></tr><tr><td>H</td><td>Class H Incentive Performance Rights: The date which is 12 months from execution of the Contract.</td></tr><tr><td>I</td><td>Class I Incentive Performance Rights: The date which is 18 months from execution of the Contract.</td></tr></table> <div>each, a Milestone.</div>	CLASS	MILESTONE	A	Class A Incentive Performance Rights: shall vest upon the Company delineating a JORC compliant Inferred Mineral Resource of at least 1.0mt at a minimum grade of at least 2% Copper equivalent at the Highway Reward Project.	B	Class B Incentive Performance Rights: shall vest upon the Company delineating a JORC compliant Indicated Resource or Measured Resource with at least 100,000t of contained Copper metal equivalent at the Highway Reward Project.	C	Class C Incentive Performance Rights: shall vest upon the Company announcing to the ASX a positive Pre-Feasibility Study for the recommencement (or commencement) of the Highway Reward Project operations.	D	Class D Incentive Performance Rights: shall vest upon the Company announcing to the ASX the entry into a financing and offtake agreement (or any similar or alternate arrangements).	E	Class E Incentive Performance Rights: The Class E Performance Rights shall vest upon the Company announcing to the ASX that commercial mining recommenced (or commenced) at the Highway Reward Project.	F	Class F Incentive Performance Rights: The date on which a new employment contract (Contract) between Adam Ritchie and the Company is executed.	G	Class G Incentive Performance Rights: The date which is 6 months from execution of the Contract.	H	Class H Incentive Performance Rights: The date which is 12 months from execution of the Contract.	I	Class I Incentive Performance Rights: The date which is 18 months from execution of the Contract.
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I	Class I Incentive Performance Rights: The date which is 18 months from execution of the Contract.																					
4.	Expiry Date	<div>The Performance Rights, whether vested or unvested, will otherwise expire at 5:00 pm (AWST) as follows:</div> <table><tr><th>CLASS</th><th>EXPIRY DATE</th></tr><tr><td>A</td><td>The date which is 60 months from the date of completion (Completion) under the option agreement between Highway Copper Gold (ACN 685 155 506) and Thalanga Copper Mines (ACN 004 797 335) and BML Holdings Pty Ltd (ACN 009 021 827).</td></tr><tr><td>B</td><td>The date which is 60 months from the date of Completion.</td></tr></table>	CLASS	EXPIRY DATE	A	The date which is 60 months from the date of completion (Completion) under the option agreement between Highway Copper Gold (ACN 685 155 506) and Thalanga Copper Mines (ACN 004 797 335) and BML Holdings Pty Ltd (ACN 009 021 827).	B	The date which is 60 months from the date of Completion.														
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		C	The date which is 60 months from the date of Completion.
		D	The date which is 60 months from the date of Completion.
		E	The date which is 60 months from the date of Completion.
		F	The date which is 60 months from the date of the Contract.
		G	The date which is 60 months from the date of the Contract.
		H	The date which is 60 months from the date of the Contract.
		I	The date which is 60 months from the date of the Contract.
		(Expiry Date).	
If the relevant Milestone attached to the Performance Right has not been achieved by the Expiry Date, all unconverted Performance Rights of the relevant tranche will automatically lapse at that time.			
5.	Notice of vesting	The Company shall notify the holder in writing when the relevant Milestone has been satisfied.	
6.	Quotation of Performance Rights	The Performance Rights will not be quoted on ASX.	
7.	Conversion	Upon vesting, each Performance Right will, at the election of the holder, convert into one Share.	
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 exercise 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>	
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> <ul style="list-style-type: none"> (a) a bona fide takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and; (b) having received acceptances for not less than 50.1% of the Company's Shares on issue; and (c) having been declared unconditional by the bidder; or (d) 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>then, to the extent Performance Rights have not converted into Shares due to satisfaction of the relevant Vesting Conditions, Performance Rights will accelerate vesting conditions and will automatically convert into Shares on a one-for-one basis.</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 paragraphs 7 or 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> <ul style="list-style-type: none"> (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 (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.
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.

SCHEDULE 6 – VALUATION OF OPTIONS

The Options to be issued pursuant to Resolution 6 and 7 have been valued by internal management.

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

ASSUMPTIONS:	
Valuation date	6 August 2025
Market price of Shares	18.5 cents
Exercise price	30 cents
Commencement of exercise period	On issue of the Options
Expiry date (length of time from issue)	Three (3) years from the date of issue
Risk free interest rate	3.358%
Volatility (discount)	80%
Indicative value per Option	7.73 cents
Total Value of Options	\$231,985
Canaccord (Resolution 6)	\$154,657
David (Blair) Way (Resolution 7)	\$77,328

Note: The valuation noted above is not necessarily the market price that the Options could be traded at and is not automatically the market price for taxation purposes.

SCHEDULE 7 – VALUATION OF PERFORMANCE RIGHTS

The Performance Rights to be issued pursuant to Resolutions 8 to 10 have been independently valued.

Using the amended Black, Scholes, Merton methodology with a 250-step binominal valuation and based on the assumptions set out below, the Performance Rights were ascribed the following value range:

ASSUMPTIONS:						
Class A – E Acquisition Performance Rights						
Valuation date	6 August 2025					
Market price of Shares	\$0.185 cents					
Commencement of performance/vesting period	On issue of the Performance Rights					
Performance measurement/vesting date	Refer to Schedule 5					
Expiry date (length of time from issue)	The date which is 60 months from the date of completion under the option agreement between Highway Copper Gold (ACN 685 155 506) and Thalanga Copper Mines (ACN 004 797 335) and BML Holdings Pty Ltd (ACN 009 021 827).					
Risk free interest rate	3.670%					
Volatility	132.7336%					
Indicative value per Class A – E Acquisition Performance Rights	Class A	Class B	Class C	Class D	Class E	
Blair Way (Resolution 8)	\$0.185	\$0.185	\$0.185	\$0.185	\$0.185	
Adam Ritchie (Resolution 9)	\$0.185	\$0.185	\$0.185	\$0.185	\$0.185	
Peretz Schapiro (Resolution 10)	\$0.185	\$0.185	\$0.185	\$0.185	\$0.185	
Class F – I Contract Performance Rights						
Valuation date	6 August 2025					
Market price of Shares	\$0.185 cents					
Commencement of performance/vesting period	On issue of the Performance Rights.					
Performance measurement/vesting date	The date on which a new employment contract (Contract) between Adam Ritchie and the Company is executed.	The date which is 6 months from execution of the Contract.	The date which is 12 months from execution of the Contract.	The date which is 18 months from execution of the Contract.		
Expiry date (length of time from issue)	The date which is 60 months from the date on which a new employment contract (Contract) between Adam Ritchie and the Company is executed.					
Risk free interest rate	3.670%					
Volatility	132.7336%					

ASSUMPTIONS:									
Indicative value per Class F – 1 Contract Performance Rights			Class F		Class G		Class H		Class I
Adam Ritchie (Resolution 9)			\$0.185		\$0.185		\$0.185		\$0.185
Total Value of Performance Rights	Class A	Class B	Class C	Class D	Class E	Class F	Class G	Class H	Class I
Blair Way (Resolution 8)	\$37,000	\$37,000	\$37,000	\$37,000	\$37,000	Nil	Nil	Nil	Nil
Adam Ritchie (Resolution 9)	\$185,000	\$185,000	\$185,000	\$185,000	\$185,000	\$185,000	\$185,000	\$185,000	\$185,000
Peretz Schapiro (Resolution 10)	\$92,500	\$92,500	\$92,500	\$92,500	\$92,500	Nil	Nil	Nil	Nil

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

Your proxy voting instruction must be received by **12.00pm (AWST) on Tuesday, 23 September 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.



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)

