

3 April 2025

Dear Shareholder

### **General Meeting – Notice of Meeting and Proxies**

Notice is given that a General Meeting (**Meeting**) of Shareholders of Green Technology Metals Limited (ACN 648 657 649) (**Company**) will be held as follows:

**Time and date:** 9:00am (Perth time) on Wednesday, 7 May 2025

**Location:** Level 1, 338 Barker Road, Subiaco Western Australia 6008

### **Notice of Meeting**

In accordance with the *Corporations Act 2001* (Cth) the Company will not be dispatching physical copies of the Notice of Meeting unless individual shareholders have made a valid election to receive documents in hard copy. Instead, the Notice of Meeting and accompanying explanatory statement (**Meeting Materials**) are being made available to shareholders electronically and can be viewed and downloaded from:

- the Company's website at <https://www.greentm.com.au/asx-announcements/>; and
- the ASX market announcements page under the Company's code "GT1".

If you have nominated an email address and have elected to receive electronic communications from the Company, you will also receive an email to your nominated email address with a link to an electronic copy of the Notice of Meeting.

### **Voting at the Meeting or by proxy**

**Shareholders are encouraged to vote by lodging a proxy form.**

Proxy forms can be lodged:

- **Online:** <https://investor.automic.com.au/#/loginsah>
- **By mobile:** Scan the QR Code on your Proxy Form and follow the prompts
- **By mail:** Automic, GPO Box 5193, Sydney NSW 2001
- **In person:** Automic, Level 5, 126 Phillip Street, Sydney NSW 2000
- **By email:** [meetings@automicgroup.com.au](mailto:meetings@automicgroup.com.au)
- **By fax:** +61 2 8583 3040

Your proxy voting instruction must be received by 9:00am (Perth time) on Monday, 5 May 2025 being not less than 48 hours before the commencement of the Meeting. Any proxy voting instructions received after that time will not be valid for the Meeting.

The Meeting Materials should be read in their entirety. If shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

Authorised for release by:

**Joel Ives**  
**Company Secretary**  
**Green Technology Metals Limited**



**Green Technology Metals Limited  
ACN 648 657 649**

## **Notice of General Meeting**

**A general meeting of the Company will be held as follows:**

**Time and date:** 9:00 am (AWST) on Wednesday, 7 May 2025.

**Location:** 1/338 Barker Road, Subiaco, WA 6008.

The Notice of General Meeting should be read in its entirety. If Shareholders are in doubt as to how to vote, they should seek advice from their suitably qualified advisor prior to voting.

**Should you wish to discuss any matter, please do not hesitate to contact the Company Secretary by telephone on (08) 6557 6825.**

**Shareholders are urged to vote by lodging the Proxy Form**

**Green Technology Metals Limited**  
**ACN 648 657 649**  
**(Company)**

**Notice of General Meeting**

Notice is hereby given that a general meeting of Shareholders of Green Technology Metals Limited will be held at 1/338 Barker Road, Subiaco, WA 6008 on Wednesday, 7 May 2025 at 9:00 am (AWST) **(Meeting)**.

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

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on Monday, 5 May at 5:00pm (AWST).

Terms and abbreviations used in the Notice are defined in Schedule 1.

**Agenda**

**Resolution 1 – Approval to issue Underwriter Options**

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

*'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of up to 4,077,966 Underwriter Options to the Underwriters (or their respective nominees) on the terms and conditions in the Explanatory Memorandum.'*

**Resolution 2 – Approval to issue Sub-Underwriting Options to Unrelated Sub-Underwriters**

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

*'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of up to 15,937,500 Sub-Underwriting Options to the Unrelated Sub-Underwriters (or their respective nominees) on the terms and conditions in the Explanatory Memorandum.'*

**Resolution 3 – Approval to issue Sub-Underwriting Options to Related Party Sub-Underwriters**

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

*'That, pursuant to and in accordance with Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of up to 2,812,500 Sub-Underwriting Options to the Related Party Sub-Underwriters as follows:*

- (a) *up to 937,500 Sub-Underwriting Options to John Young;*
- (b) *up to 937,500 Sub-Underwriting Options to Cameron Henry; and*
- (c) *up to 937,500 Sub-Underwriting Options to Patrick Murphy,*

*or their respective nominees, on the terms and conditions set out in the Explanatory Memorandum.'*

## Voting exclusions

Pursuant to the Listing Rules, the Company will disregard any votes cast in favour of:

- (a) **Resolution 1:** by or on behalf of the Underwriters (or their respective nominees), and any other person who will obtain a material benefit as a result of the proposed issued issue of these Underwriter Options (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
- (b) **Resolution 2:** by or on behalf of the Unrelated Sub-Underwriters (or their respective nominees), and any other person who will obtain a material benefit as a result of the proposed issued issue of these Sub-Underwriting Options (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
- (c) **Resolution 3(a):** by or on behalf of John Young (or his nominee), and any other person who will obtain a material benefit as a result of the proposed issue of these Sub-Underwriting Options (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
- (d) **Resolution 3(b):** by or on behalf of Cameron Henry (or his nominee), and any other person who will obtain a material benefit as a result of the proposed issue of these Sub-Underwriting Options (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
- (e) **Resolution 3(c):** by or on behalf of Patrick Murphy (or his nominee), and any other person who will obtain a material benefit as a result of the proposed issue of these Sub-Underwriting Options (except a benefit solely by reason of being a Shareholder), or any of their respective associates.

The above voting exclusions do not apply to a vote cast in favour of the relevant Resolution by:

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

**BY ORDER OF THE BOARD**

**Joel Ives**  
**Company Secretary**  
**Green Technology Metals Limited**  
Dated: 2 April 2025

**Green Technology Metals Limited**  
**ACN 648 657 649**  
**(Company)**

**Explanatory Memorandum**

**1. Introduction**

The Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at 1/338 Barker Road, Subiaco, WA 6008 on Wednesday, 7 May 2025 at 9:00 am (AWST).

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

The Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolutions:

Section 2	Action to be taken by Shareholders
Section 3	Resolution 1 – Approval to issue Underwriter Options
Section 4	Resolutions 2 and 3(a) to (c) (inclusive) – Approval to issue Sub-Underwriting Options
Schedule 1	Definitions
Schedule 2	Terms and Conditions of Underwriter Options
Schedule 3	Terms and Conditions of Sub-Underwriting Options

A Proxy Form is located at the end of the Explanatory Memorandum.

**2. Action to be taken by Shareholders**

Shareholders should read the Notice including the Explanatory Memorandum carefully before deciding how to vote on the Resolution.

**2.1 Voting in person**

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

**2.2 Voting by proxy**

A Proxy Form is attached to the Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are invited and encouraged to attend the Meeting or, if they are unable to attend in person, sign and return the Proxy Form to the Company in accordance with the instructions thereon. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting in

person.

Please note that:

- (a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- (b) a proxy need not be a member of the Company; and
- (c) a member of the Company entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half of the votes.

The enclosed Proxy Form provides further details on appointing proxies and lodging Proxy Forms.

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular resolution and, if it does:

- (a) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (i.e. as directed);
- (b) if the proxy has 2 or more appointments that specify different ways to vote on the resolution – the proxy must not vote on a show of hands;
- (c) if the proxy is the Chair of the meeting at which the resolution is voted on – the proxy must vote on a poll, and must vote that way (i.e. as directed); and
- (d) if the proxy is not the Chair – the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (i.e. as directed).

Section 250BC of the Corporations Act provides that, if:

- (a) an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members;
- (b) the appointed proxy is not the chair of the meeting;
- (c) at the meeting, a poll is duly demanded, or is otherwise required under section 250JA on the resolution; and
- (d) either the proxy is not recorded as attending the meeting or the proxy does not vote on the resolution,

the Chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting. Your proxy voting instruction must be received by 9:00 am (AWST) on Monday, 5 May 2025, being not later than 48 hours before the commencement of the Meeting.

## **2.3 Chair's voting intentions**

The Chair intends to exercise all available proxies in favour of all Resolutions, unless the

Shareholder has expressly indicated a different voting intention.

## 2.4 Submitting questions

Shareholders may submit questions in advance of the Meeting to the Company. Questions must be submitted by emailing the Company Secretary at [info@greentm.com.au](mailto:info@greentm.com.au) by no later than 5 business days before the Meeting.

Shareholders will also have the opportunity to submit questions during the Meeting in respect to the formal items of business. In order to ask a question during the Meeting, please follow the instructions from the Chair.

The Chair will attempt to respond to the questions during the Meeting. The Chair will request prior to a Shareholder asking a question that they identify themselves (including the entity name of their shareholding and the number of Shares they hold).

## 3. Resolution 1 – Approval to issue Underwriter Options

### 3.1 General

On 14 March 2025, the Company announced that it is undertaking a partially underwritten non-renounceable pro rata entitlement offer on the basis of 1 New Share for every 3.85 existing Shares held as at 4:00pm (AWST) on 21 March 2025 at an issue price of \$0.04 per New Share (**Offer Price**), together with 1 New Option for every 4 New Shares subscribed for and issued, to raise up to approximately \$4 million (before costs) (**Entitlement Offer**).

Eligible Shareholders who have applied for their Entitlement in full may apply for additional New Shares and New Options under the Top-Up Offer, subject at all times to the Directors' discretion to scale back applications under the Top-Up Offer and otherwise in accordance with the allocation policy set out in the Company's Prospectus. The Entitlement Offer and Top-Up Offer together referred to as the **Offers**.

The Offers are partially underwritten by Canaccord Genuity (Australia) Limited (**Canaccord**) and Bell Potter Securities Limited (**Bell Potter**), (together, the **Underwriters**) for up to \$3,000,000 (**Underwritten Amount**), being 75,000,000 New Shares (and 18,750,000 New Options), in accordance with the terms of an underwriting agreement between the Company and the Underwriters (**Joint Underwriting Agreement**). A summary of the Joint Underwriting Agreement is detailed in Section 3.2.

As partial consideration under the Joint Underwriting Agreement, the Company has agreed to issue the Underwriters (or their respective nominees) up to 4,077,966 unquoted Options (**Underwriter Options**) in their Respective Proportion subject to the receipt of Shareholder approval (the subject of this Resolution 1). The total number of Underwriter Options to be issued will be equal in number to:

- (a) 4% of the number of New Shares equalling the gross proceeds of the Offers (**Gross Proceeds**) where the Gross Proceeds total up to \$4 million; and
- (b) 8% of the number of New Shares equalling the Gross Proceeds for any Gross Proceeds in excess of \$4 million.

The Underwriter Options will be issued in three equal tranches with an expiry date of 3 years from the date of issue and the following exercise prices:



- (a) Tranche 1 Underwriter Options: \$0.06 (being equal to a 50% premium to the Offer Price);
- (b) Tranche 2 Underwriter Options: \$0.08 (being equal to a 100% premium to the Offer Price); and
- (c) Tranche 3 Underwriter Options: \$0.10 (being equal to a 150% premium to the Offer Price).

Resolution 1 seeks Shareholder approval pursuant to Listing Rule 7.1 to approve the issue of up to 4,077,966 Underwriter Options to the Underwriters (or their respective nominees) in their Respective Proportion.

### 3.2 **Summary of Joint Underwriting Agreement**

In accordance with the Joint Underwriting Agreement and the lead manager engagement letter pursuant to which the Underwriters agreed to act as joint lead managers and bookrunners to the Entitlement Offer, the Company is required to pay or satisfy the following fees to the Underwriters (or their respective nominees) in their Respective Proportion:

- (a) a management fee equal to 2% of the gross amount raised under the Offers;
- (b) a selling/underwriting fee equal to 4% of the gross amount raised under the Offers; and
- (c) the issue of the Underwriter Options,

(collectively, the **Joint Underwriting Fee**).

The Joint Underwriting Agreement contains certain customary:

- (a) conditions precedent that must be satisfied or waived before the Underwriters are obliged under the Joint Underwriting Agreement to, among other things, underwrite the Offers;
- (b) representations and warranties relating to the Entitlement Offer and the Company's operations, in favour of the Underwriters; and
- (c) undertakings in favour of the Underwriters including in relation to the conduct of the Entitlement Offer and business of the Company.

The Joint Underwriting Agreement is subject to generally customary termination events which are summarised in section 5.3(d) of the Company's Prospectus which was lodged on the ASX platform on 18 March 2025.

### 3.3 **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.

Listing Rule 7.2 exception 17 applies as the issue of the Underwriter Options is subject to the approval of Shareholders under Listing Rule 7.1.

If Resolution 1 is passed, the Company will be able to proceed with the issue of up to 4,077,966 Underwriter Options to the Underwriters (or their respective nominees) in their Respective Proportion.

If Resolution 1 is not passed, the Company will not be able to proceed with the issue of the Underwriter Options to the Underwriters and, pursuant to the terms of the Joint Underwriting Agreement, the Company will be required to pay a cash amount of \$58,000 to the Underwriters, in their Respective Proportion.

### 3.4 **Specific information required by Listing Rule 7.3**

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the proposed issue of the Underwriter Options:

- (a) The Underwriter Options will be issued to the Underwriters (or their respective nominees) in their Respective Proportion, none of whom is a related party of the Company. The Underwriters both acted in the capacity as advisors to the Company under the terms of the lead manager mandate set out in Section 3.2.
- (b) A maximum of 4,077,966 Underwriter Options will be issued.
- (c) The Underwriter Options will be subject to the terms and conditions in Schedule 2.
- (d) The Underwriter Options will be issued no later than 3 months after the date of the Meeting.
- (e) The Underwriter Options will be issued for nil cash consideration as partial consideration for underwriting services provided to the Company in connection with the Offers.
- (f) A summary of the material terms of the Joint Underwriting Agreement is set out in Section 3.2 above.
- (g) A voting exclusion statement is included in the Notice.

### 3.5 **Additional information**

Resolution 1 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 1.

## 4. **Resolutions 2 and 3(a) to (c) (inclusive) – Approval to issue Sub-Underwriting Options**

### 4.1 **General**

The background to the Offers and Joint Underwriting Agreement is set out in Section 3.1 above.

In addition to the Joint Underwriting Fee, the Company has agreed to issue up to 18,750,000 unquoted Options subject to the same terms as the New Options under the Offers (**Sub-Underwriting Options**) to the sub-underwriters appointed by the Underwriters (**Sub-Underwriters**), on the basis of 1 Sub-Underwriting Option for every 4 New Shares sub-underwritten. The issue of the Sub-Underwriting Options is subject to and conditional on the

receipt of Shareholder approval (the subject of Resolution 2 and Resolution 3(a) to (c) (inclusive)).

All third party broker fees and sub-underwriting and co-manager fees, excluding the issue of the Sub-Underwriting Options, are to be paid by the Underwriters in their Respective Proportion.

The Underwriters have entered into sub-underwriting agreements with each Sub-Underwriter (**Sub-Underwriting Agreements**), including Directors John Young, Cameron Henry and Patrick Murphy, or their associated entities (together, the **Related Party Sub-Underwriters**) on the basis described below to the extent there is any Shortfall under the Offers.

Sub-Underwriter	Extent of sub-underwriting			Sub-Underwriting Options
	Commitment	New Shares	New Options	
Unrelated Sub-Underwriters	\$2,550,000	63,750,000	15,937,500	15,937,500
Related Party Sub-Underwriters <sup>(1)</sup>	\$450,000	11,250,000	2,812,500	2,812,500
<b>TOTAL</b>	<b>\$3,000,000</b>	<b>75,000,000</b>	<b>18,750,000</b>	<b>18,750,000</b>

**Notes:**

1. The Related Party Sub-Underwriters have each committed to sub-underwrite up to \$150,000 of the Shortfall. The sub-underwriting commitments were provided by:
  - (a) John Young & Cheryl Young as trustees for The Forever Young Super A/C, an entity associated with Director John Young;
  - (b) Director Cameron Henry in his personal capacity; and
  - (c) Archer Q Pty Ltd as trustee for the Village A/C, an entity associated with Director Patrick Murphy who is a director and shareholder of this entity.

The Sub-Underwriters will receive fees, commissions or other consideration comprised of:

- (a) a 3% cash fee payable in respect of the relevant sub-underwritten amount; and
- (b) 1 Sub-Underwriting Option for every 4 New Shares sub-underwritten.

If for any reason the Underwriters terminate their obligations under the Joint Underwriting Agreement, the Sub-Underwriters' obligations will terminate immediately. The obligation of each of the Sub-Underwriters to sub-underwrite the Offers on the basis described in their Sub-Underwriting Agreement is not subject to any other events of termination.

Accordingly:

- (a) Resolution 2 seeks Shareholder approval pursuant to Listing Rule 7.1 to approve the issue of up to 15,937,500 Sub-Underwriting Options to the Unrelated Sub-Underwriters (or their respective nominees); and
- (b) Resolution 3(a) to (c) (inclusive) seeks Shareholder approval pursuant to Listing Rule 10.11 to approve the issue of up to 2,812,500 Sub-Underwriting Options to the Related Party Sub-Underwriters (or their respective nominees).

#### 4.2 **Listing Rule 7.1**

A summary of Listing Rule 7.1 is contained in Section 3.3 above.

Listing Rule 7.2 exception 17 applies as the issue of the Sub-Underwriting Options to the Unrelated Sub-Underwriters (or their respective nominees) is subject to the approval of Shareholders under Listing Rule 7.1.

If Resolution 2 is passed, the Company will be able to proceed with the issue of up to 15,937,500 Sub-Underwriting Options to the Unrelated Sub-Underwriters (or their respective nominees).

If Resolution 2 is not passed, the Company will not be able to proceed with the issue of these Sub-Underwriting Options to the Unrelated Sub-Underwriters (or their respective nominees).

#### 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 any of the following persons without the approval of its Shareholders:

- (a) a related party (Listing Rule 10.11.1);
- (b) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial holder (30%+) in the company (Listing Rule 10.11.2);
- (c) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial holder (10%+) 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 (Listing Rule 10.11.3);
- (d) an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3 (Listing Rule 10.11.4); or
- (e) a person whose relation with the company or a person referred to in Listing Rule 10.11.1 or 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders (Listing Rule 10.11.5).

The Related Party Sub-Underwriters are either a related party of the Company (being Director Cameron Henry) or an associate of a related party of the Company (being entities associated with Directors John Young and Patrick Murphy). Shareholder approval pursuant to Listing Rule 10.11 is therefore required unless an exception applies. It is the view of the Board that the exceptions set out in Listing Rule 10.12 do not apply in the current circumstances.

Approval pursuant to Listing Rule 7.1 is not required for the issue of the Sub-Underwriting Options to the Related Party Sub-Underwriters (or their respective nominees) as approval is being obtained under Listing Rule 10.11. Accordingly, the issue of up to 2,812,500 Sub-Underwriting Options to the Related Party Sub-Underwriters (or their respective nominees) will not be included in the Company's 15% annual placement capacity pursuant to Listing Rule 7.1.

If Resolution 3(a) to (c) (inclusive) are passed, the Company will be able to proceed with the issue of up to 2,812,500 Sub-Underwriting Options to the Related Party Sub-Underwriters (or their respective nominees).

If Resolution 3(a) to (c) (inclusive) are not passed, the Company will not be able to proceed with the issue of these Sub-Underwriting Options to the Related Party Sub-Underwriters (or their respective nominees).

Resolution 3(a) to (c) (inclusive) are not conditional on each other, and Shareholders may approve one or all of those Resolutions (in which case, the Sub-Underwriting Options the subject of the relevant Resolution(s) will be issued), even though Shareholders have not approved all of these Resolutions.

#### 4.4 **Specific information required by Listing Rule 7.3**

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the proposed issue of the Sub-Underwriting Options to the Unrelated Sub-Underwriters (or their respective nominees):

- (a) A maximum of 15,937,500 Sub-Underwriting Options will be issued to the Unrelated Sub-Underwriters (or their respective nominees), none of whom is a related party of the Company or a Material Investor. The Unrelated Sub-Underwriters were appointed by the Underwriters in accordance with the terms of the Joint Underwriting Agreement. The Unrelated Sub-Underwriters are sophisticated and professional investors who were identified by the Underwriters seeking expressions of interest to bid into general sub-underwriting commitments in respect of the Entitlement Offer from new and existing contacts of the Underwriters and the Company.
- (b) The Sub-Underwriting Options will be subject to the terms and conditions in Schedule 3, being the same terms as the New Options offered under the Entitlement Offer.
- (c) These Sub-Underwriting Options will be issued no later than 3 months after the date of the Meeting.
- (d) These Sub-Underwriting Options will be issued for nil cash consideration as partial consideration for sub-underwriting services provided to the Company in connection with the Offers.
- (e) A summary of the material terms of the Joint Underwriting Agreement and Sub-Underwriting Agreement is set out in Sections 3.2 and 4.1 respectively above.
- (f) A voting exclusion statement is included in the Notice.

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

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in relation to the proposed issue of the Sub-Underwriting Options to the Related Party Sub-Underwriters (or their respective nominees):

- (a) A maximum of 2,812,500 Sub-Underwriting Options will be issued to the Related Party Sub-Underwriters (or their respective nominees) in the following proportions:
  - (i) 937,500 Sub-Underwriting Options to John Young & Cheryl Young as trustees for The Forever Young Super A/C (**Forever Young**), an entity associated with Director John Young (the subject of Resolution 3(a));

- (ii) 937,500 Sub-Underwriting Options to Director Cameron Henry (the subject of Resolution 3(b)); and
  - (iii) 937,500 Sub-Underwriting Options to Archer Q Pty Ltd as trustee for the Village A/C (**Archer Q**), an entity associated with Director Patrick Murphy (the subject of Resolution 3(c)).
- (b) Cameron Henry falls into the category stipulated by Listing Rule 10.11.1 by virtue of being a Director of the Company. In the event the Sub-Underwriting Options are issued to a nominee of Mr Henry, that nominee will fall into the category stipulated by Listing Rule 10.11.4.
- Both Forever Young and Archer Q fall into the category stipulated by Listing Rule 10.11.4 by virtue of being an associate of a Director of the Company.
- (c) The Sub-Underwriting Options will be subject to the terms and conditions in Schedule 3, being the same terms as the New Options offered under the Entitlement Offer.
- (d) These Sub-Underwriting Options will be issued no later than one month after the date of the Meeting.
- (e) These Sub-Underwriting Options will be issued for nil cash consideration as partial consideration for sub-underwriting services provided to the Company in connection with the Offers.
- (f) The proposed issue of these Sub-Underwriting Options is not intended to remunerate or incentivise Directors John Young, Cameron Henry or Patrick Murphy.
- (g) A summary of the material terms of the Joint Underwriting Agreement and Sub-Underwriting Agreement is set out in Sections 3.2 and 4.1 respectively above.
- (h) A voting exclusion statement is included in the Notice.

#### 4.6 **Chapter 2E of the Corporations Act**

In accordance with Chapter 2E of the Corporations Act, in order to give a financial benefit to a related party, the Company must:

- (a) obtain Shareholder approval in the manner set out in section 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 proposed issue of Sub-Underwriting Options to the Related Party Sub-Underwriters constitutes giving a financial benefit to related parties of the Company.

The Board (with John Young, Cameron Henry and Patrick Murphy abstaining) considers that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of these Sub-Underwriting Options because the Options will be issued on the same terms as those Sub-Underwriting Options issued to the Unrelated Sub-Underwriters and as such the giving of the financial benefit is on arm's length terms.

#### 4.7 **Additional information**

Resolution 2 and Resolution 3(a) to (c) (inclusive) are ordinary resolutions.

The Board recommends that Shareholders vote in favour of Resolution 2.

The Board (excluding John Young, Cameron Henry and Patrick Murphy who have a material personal interest in the outcome of these Resolutions) recommends that Shareholders vote in favour of each of Resolution 3(a) to (c) (inclusive).

## Schedule 1 Definitions

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

<b>\$ or A\$</b>	means Australian Dollars.
<b>ASX</b>	means the ASX Limited (ABN 98 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.
<b>AWST</b>	means Western Standard Time, being the time in Perth, Western Australia.
<b>Bell Potter</b>	means Bell Potter Securities Limited (ACN 006 390 772).
<b>Board</b>	means the board of Directors.
<b>Canaccord</b>	means Canaccord Genuity (Australia) Limited (ACN 075 071 466).
<b>Chair</b>	means the person appointed to chair the Meeting of the Company convened by the Notice.
<b>Company</b>	means Green Technology Metals Limited (ACN 648 657 649).
<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (Cth), as amended.
<b>Director</b>	means a director of the Company.
<b>Eligible Shareholder</b>	means a person registered as the holder of Shares as at 4:00pm (AWST) on 21 March 2025 whose registered address is in Australia or, subject to the restrictions outlined in sections 1.13 to 1.20 (inclusive) of the Prospectus, New Zealand, Singapore, Hong Kong, the United Kingdom, Canada (British Columbia, Ontario and Québec province), the United States, the European Union (excluding Austria) and South Korea.
<b>Entitlement Offer</b>	has the meaning given in Section 3.1.
<b>Equity Security</b>	has the same meaning as in the Listing Rules.
<b>Explanatory Memorandum</b>	means the explanatory memorandum which forms part of the Notice.
<b>Joint Underwriting Agreement</b>	has the meaning given in Section 3.1.
<b>Joint Underwriting Fee</b>	has the meaning given in Section 3.2.
<b>Key Management Personnel</b>	has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any Director (whether executive or otherwise) of the Company,



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

**Listing Rules**

means the listing rules of ASX.

**Material Investor**

means, in relation to the Company:

- (a) a related party;
- (b) Key Management Personnel;
- (c) a substantial Shareholder;
- (d) an advisor; or
- (e) an associate of the above,

who received or will receive Securities in the Company which constitute more than 1% of the Company's issued capital.

**Meeting**

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

**New Options**

means the new free attaching unquoted Options to be issued pursuant to the Entitlement Offer and Top-Up Offer.

**New Shares**

means the new Shares to be issued pursuant to the Entitlement Offer and Top-Up Offer.

**Notice**

means this notice of general meeting.

**Offers**

means, collectively Entitlement Offer and Top-Up Offer.

**Offer Price**

means \$0.04 per New Share.

**Option**

means an option, giving the holder the right, but not an obligation, to acquire a Share at a predetermined price and at a specified time in the future.

**Performance Right**

means a right, subject to certain terms and conditions, to acquire a Share on the satisfaction (or waiver) of certain performance conditions.

**Prospectus**

means the Company's prospectus dated 18 March 2025.

**Proxy Form**

means the proxy form attached to the Notice.

**Related Party Sub-Underwriters**

means, collectively:

- (a) John Young & Cheryl Young as trustees for The Forever Young Super A/C, an entity associated with Director John Young;
- (b) Director Cameron Henry; and
- (c) Archer Q Pty Ltd as trustee for the Village A/C, an entity associated with Director Patrick Murphy.

**Resolution**

means a resolution referred to in the Notice.

**Respective Proportion**

means:

	(a) in the case of Canaccord, 50%; and (b) in the case of Bell Potter, 50%.
<b>Sub-Underwriters</b>	has the meaning given in Section 4.1.
<b>Sub-Underwriting Agreements</b>	has the meaning given in Section 4.1.
<b>Sub-Underwriting Options</b>	has the meaning given in Section 4.1.
<b>Top-Up Offer</b>	means the offer to Eligible Shareholders to subscribe for Top-Up Securities.
<b>Top-Up Securities</b>	means those New Shares and New Options made available for subscription by Eligible Shareholders in excess of their Entitlement under the Entitlement Offer.
<b>Schedule</b>	means a schedule to the Notice.
<b>Section</b>	means a section of the Explanatory Memorandum.
<b>Securities</b>	means any Equity Securities of the Company (including Shares, Options and/or Performance Rights).
<b>Share</b>	means a fully paid ordinary share in the capital of the Company.
<b>Shareholder</b>	means the holder of a Share.
<b>Underwriter Options</b>	has the meaning given in Section 3.1.
<b>Underwriters</b>	means, collectively, Canaccord and Bell Potter and <b>Underwriter</b> means any one of the Underwriters, as the context requires.
<b>Underwritten Amount</b>	means \$3,000,000.
<b>Unrelated Sub-Underwriters</b>	means the Sub-Underwriters, excluding the Related Party Sub-Underwriters.

## Schedule 2 Terms and Conditions of Underwriter Options

The terms and conditions of the Underwriter Options (hereafter referred to as **Options**) are as follows:

- (a) **(Entitlement)**: Each Option gives the holder the right to subscribe for one Share.
- (b) **(Consideration)**: The Options will be granted for nil additional cash consideration.
- (c) **(Expiry Date)**: The Options will expire at 5.00pm (AWST) on the date that 3 years from the date of issue (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
- (d) **(Tranches)** The Options will be issued in three separate equal tranches, with the total number of Options being determined in accordance with Section 3.1 of this Notice.
- (e) **(Exercise Price)**: The amount payable upon exercise of each:
  - (i) Tranche 1 Option will be equal to \$0.06;
  - (ii) Tranche 2 Option will be equal to \$0.08; and
  - (iii) Tranche 3 Option will be equal to \$0.10,(each an **Exercise Price**). For the avoidance of doubt, each tranche of Options will on issue comprise the same number of Options.
- (f) **(Exercise)**: A holder may exercise their Options by lodging with the Company, before the Expiry Date:
  - (i) a written notice of exercise of Options specifying the number of Options being exercised; and
  - (ii) an electronic funds transfer for the Exercise Price for the number of Options being exercised.
- (g) **(Exercise Notice)**: An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds. The Options held by each holder may be exercised in whole or in part, and if exercised in part, at least 10,000 must be exercised on each occasion.
- (h) **(Issue of Shares)**: Within five Business Days after the valid exercise of an Option, the Company will:
  - (i) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;
  - (ii) issue a substitute Certificate for any remaining unexercised Options held by the holder;
  - (iii) if required, and subject to paragraph (i), give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
  - (iv) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.

- (i) **(Restrictions on transfer of Shares):** If the Company is required but unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Options may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.
- (j) **(Quotation):** The Company will not apply for quotation of the Options on any securities exchange.
- (k) **(Transferability):** The Options are not transferable without the prior written consent of the Company.
- (l) **(Ranking of Shares):** All Shares allotted upon the exercise of Options will upon allotment be fully paid and rank pari passu in all respects with other Shares.
- (m) **(Dividend rights):** An Option does not entitle the holder to any dividends.
- (n) **(Voting rights):** An Option does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the Listing Rules where such rights cannot be excluded by these terms.
- (o) **(Adjustments for reorganisation):** If there is any reorganisation of the issued share capital of the Company, the rights of the Option holder will be varied in accordance with the Listing Rules.
- (p) **(Entitlements and bonus issues):** Subject to the rights under paragraph (q) holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.
- (q) **(Adjustment for bonus issues of Shares):** If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):
  - (i) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the holder would have received if the holder had exercised the Option before the record date for the bonus issue; and
  - (ii) no change will be made to the Exercise Price.
- (r) **(Return of capital rights):** The Options do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- (s) **(Rights on winding up):** The Options have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.
- (t) **(Takeovers prohibition):**
  - (i) the issue of Shares on exercise of the Options is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and

- (ii) the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of any of the Options.
- (u) **(No other rights):** An Option does not give a holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
- (v) **(Amendments required by ASX):** The terms of the Options may be amended as considered necessary by the Board in order to comply with the Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the holder are not diminished or terminated.
- (w) **(Constitution)** Upon the issue of the Shares on exercise of any Options, the holder will be bound by the Company's Constitution.

## Schedule 3      Terms and Conditions of Sub-Underwriting Options

The terms and conditions of the Sub-Underwriting Options (hereafter referred to as **Options**) are as follows:

- (a)     **(Entitlement)**: Each Option gives the holder the right to subscribe for one Share.
- (b)     **(Consideration)**: The Options will be granted for nil additional cash consideration.
- (c)     **(Expiry Date)**: The Options will expire at 5.00pm (AWST) on the date that is 3 years from the date of issue (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
- (d)     **(Exercise Price)**: The amount payable upon exercise of each Option is \$0.06 (**Exercise Price**).
- (e)     **(Exercise)**: A holder may exercise their Options by lodging with the Company, before the Expiry Date:
  - (i)       a written notice of exercise of Options specifying the number of Options being exercised; and
  - (ii)      an electronic funds transfer for the Exercise Price for the number of Options being exercised.
- (f)     **(Exercise Notice)**: An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds. The Options held by each holder may be exercised in whole or in part, and if exercised in part, at least 10,000 must be exercised on each occasion.
- (g)     **(Issue of Shares)**: Within five Business Days after the valid exercise of an Option, the Company will:
  - (i)       issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;
  - (ii)      issue a substitute Certificate for any remaining unexercised Options held by the holder;
  - (iii)     if required, and subject to paragraph (h), give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
  - (iv)     do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.
- (h)     **(Restrictions on transfer of Shares)**: If the Company is required but unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Options may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.

- (i) **(Quotation):** The Company will not apply for quotation of the Options on any securities exchange.
- (j) **(Transferability):** The Options are not transferable.
- (k) **(Ranking of Shares):** All Shares allotted upon the exercise of Options will upon allotment be fully paid and rank *pari passu* in all respects with other Shares.
- (l) **(Dividend rights):** An Option does not entitle the holder to any dividends.
- (m) **(Voting rights):** An Option does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the ASX Listing Rules where such rights cannot be excluded by these terms.
- (n) **(Adjustments for reorganisation):** If there is any reorganisation of the issued share capital of the Company, the rights of the Option holder will be varied in accordance with the Listing Rules.
- (o) **(Entitlements and bonus issues):** Subject to the rights under paragraph (p), holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.
- (p) **(Adjustment for bonus issues of Shares):** If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):
  - (i) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the holder would have received if the holder had exercised the Option before the record date for the bonus issue; and
  - (ii) no change will be made to the Exercise Price.
- (q) **(Return of capital rights):** The Options do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- (r) **(Rights on winding up):** The Options have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.
- (s) **(Takeovers prohibition):**
  - (i) the issue of Shares on exercise of the Options is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and
  - (ii) the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of any of the Options.
- (t) **(No other rights):** An Option does not give a holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
- (u) **(Amendments required by ASX):** The terms of the Options may be amended as considered necessary by the Board in order to comply with the ASX Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following

such amendment, the economic and other rights of the holder are not diminished or terminated.

- (v) **(Constitution)**: Upon the issue of the Shares on exercise of any Options, the holder will be bound by the Company's Constitution.



Your proxy voting instruction must be received by **9.00am (AWST) on Monday, 05 May 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](mailto:meetings@automicgroup.com.au)

#### BY FACSIMILE:

+61 2 8583 3040

#### All enquiries to Automic:

#### WEBSITE:

<https://automicgroup.com.au>

#### PHONE:

1300 288 664 (Within Australia)  
+61 2 9698 5414 (Overseas)

