
TRIGG MINERALS LIMITED
ACN 168 269 752
NOTICE OF GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 9:00am (WST)

DATE: Friday, 27 June 2025

PLACE: Suite 2, 64-68 Hay Street, Subiaco, Western Australia 6008

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 9:00am (WST) on Wednesday 25 June 2025.

BUSINESS OF THE MEETING

AGENDA

1. RESOLUTION 1 – APPROVAL TO ISSUE SHARES TO OBSCURE

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 1,000,000 Shares to Obscure on the terms and conditions set out in the Explanatory Statement.”

2. RESOLUTION 2 – APPROVAL TO ISSUE SHARES TO PINPOINT

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 3,500,000 Shares to Pinpoint on the terms and conditions set out in the Explanatory Statement.”

3. RESOLUTION 3 – RATIFICATION OF PRIOR ISSUE OF SHARES UNDER 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 95,251,042 Shares on the terms and conditions set out in the Explanatory Statement.”

4. RESOLUTION 4 – RATIFICATION OF PRIOR ISSUE OF SHARES UNDER LISTING RULE 7.1A

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

“That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 56,264,110 Shares on the terms and conditions set out in the Explanatory Statement.”

5. RESOLUTION 5 – APPROVAL TO ISSUE OPTIONS TO GBA CAPITAL

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

“That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 5,000,000 Options to GBA Capital on the terms and conditions set out in the Explanatory Statement.”

6. RESOLUTION 6 – APPROVAL TO ISSUE TMGOD OPTIONS TO BLAKE COLLINS

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 1,500,000 TMGOD Options to Blake Collins on the terms and conditions set out in the Explanatory Statement.”

7. RESOLUTION 7 – ISSUE OF PERFORMANCE RIGHTS TO ANDRE BOOYZEN

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

“That, for the purposes of Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue up to 20,000,000 Performance Rights to Mr Andre Booyzen (or his nominee(s)) under the Employee Incentive Securities Plan on the terms and conditions set out in the Explanatory Statement.”

8. RESOLUTION 8 – RATIFICATION OF PRIOR ISSUE OF SHARES TO EV RESOURCES

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 5,096,140 Shares on the terms and conditions set out in the Explanatory Statement."

Dated: 28 May 2025

Voting Prohibition Statements

Resolution 6 – Approval to issue Performance Rights to Andre Booyzen	<p>A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:</p> <p>(a) the proxy is either:</p> <p>(i) a member of the Key Management Personnel; or</p> <p>(ii) a Closely Related Party of such a member; and</p> <p>(b) the appointment does not specify the way the proxy is to vote on this Resolution.</p> <p>However, the above prohibition does not apply if:</p> <p>(a) the proxy is the Chair; and</p> <p>(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.</p>
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Voting Exclusion Statements

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

Resolution 1 – Approval to issue Shares to Obscure	Obscure 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 Shares to Pinpoint	Pinpoint 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 Shares under Listing Rule 7.1	Placement Participants or any other person who participated in the issue or an associate of that person or those persons.
Resolution 4 – Ratification of prior issue of Shares under Listing Rule 7.1A	Placement Participants or any other person who participated in the issue or an associate of that person or those persons.
Resolution 5 – Approval to issue Options to GBA Capital	GBA Capital 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 6 – Approval to issue TMGOD Options to Blake Collins	Blake Collins 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 Performance Rights to Andre Booyzen	Andre Booyzen (or his nominee(s)) and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question or an associate of that person or those persons.
Resolution 8 - Ratification of prior issue of Shares to EV Resources	EV Resources Limited or any other person who participated in the issue 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 +61 400 030 706.

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. RESOLUTION 1 – APPROVAL TO ISSUE SHARES TO OBSCURE

1.1 Background

On 22 October 2024, the Company entered into a tenement sale agreement with Obscure Minerals Pty Ltd (**Obscure**) for the acquisition of the rights, title and interest in tenement ELA 6821 and all other mining tenements applied for or granted in renewal, substitution, variation, conversion or extension in whole or in part, of that tenement (**Obscure Tenement Sale Agreement**).

A summary of the material terms of the Obscure Tenement Sale Agreement are set out in Schedule 1 of this Notice.

1.2 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of 1,000,000 Shares to Obscure as consideration under the Obscure Tenement Sale Agreement.

1.3 Listing Rules 7.1 and 7.1A

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 falls within exception 17 of Listing Rule 7.2. It therefore requires the approval of Shareholders under Listing Rule 7.1.

1.4 Technical information required by Listing Rule 14.1A

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

If this Resolution is not passed, the Company will not be able to proceed with the issue. Accordingly, the Company would have to pay the outstanding consideration owing to Obscure in cash which would further deplete the Company's existing cash reserves.

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 Shares will be issued to Obscure 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	1,000,000 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 Securities within 5 Business Days of the Meeting. In any event, the Company will not issue any 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).

REQUIRED INFORMATION	DETAILS
Price or other consideration the Company will receive for the Securities	The Shares will be issued at a nil issue price, in consideration for the acquisition of the tenement under the Obscure Tenement Sale Agreement.
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 Obscure Tenement Sale Agreement.
Summary of material terms of agreement to issue	The Shares are being issued under the Obscure Tenement Sale Agreement, a summary of the material terms of which is set out in Schedule 1.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

2. RESOLUTION 2 – APPROVAL TO ISSUE SHARES TO PINPOINT PROSPECTING

2.1 Background

On 22 October 2024, the Company entered into a tenement sale agreement with Pinpoint Prospecting Pty Ltd (**Pinpoint**) for the acquisition of the rights, title and interest in tenement ELA 6802 and all other mining tenements applied for or granted in renewal, substitution, variation, conversion or extension in whole or in part, of that tenement (**Pinpoint Tenement Sale Agreement**).

A summary of the material terms of the Pinpoint Tenement Sale Agreement are set out in Schedule 2 of this Notice.

2.2 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of 3,500,000 Shares to Pinpoint as consideration under the Pinpoint Tenement Sale Agreement.

2.3 Listing Rules 7.1 and 7.1A

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. It therefore requires the approval of Shareholders under Listing Rule 7.1.

2.4 Technical information required by Listing Rule 14.1A

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

If this Resolution is not passed, the Company will not be able to proceed with the issue. Accordingly, the Company would have to pay the outstanding consideration owing to Obscure in cash which would further deplete the Company's existing cash reserves.

2.5 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 Shares will be issued to Pinpoint 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	3,500,000 Shares will be issued.

REQUIRED INFORMATION	DETAILS
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 Securities within 5 Business Days of the Meeting. In any event, the Company will not issue any 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 Shares will be issued at a nil issue price, in consideration for the acquisition of the tenement under the Pinpoint Tenement Sale Agreement.
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 Pinpoint Tenement Sale Agreement.
Summary of material terms of agreement to issue	The Shares are being issued under the Pinpoint Tenement Sale Agreement, a summary of the material terms of which is set out in Schedule 2.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

3. BACKGROUND TO RESOLUTIONS 3 TO 5

3.1 General

On 6 December 2024, the Company announced that it had received firm commitments for a private placement to sophisticated and institutional investors to raise approximately \$5,000,000 at \$0.033 per Share (**Placement**).

The Placement comprised:

- (a) 151,515,152 Shares issued to sophisticated and institutional investors unrelated to the Company (**Placement Participants**) on 19 December 2024, comprising:
 - (i) 95,251,042 Shares under the Company's placement capacity under Listing Rule 7.1, which the Company is seeking to ratify under Resolution 3; and
 - (ii) 56,264,110 Shares Listing Rule 7.1A, which the Company is seeking to ratify under Resolution 4;

In addition to the Placement, the Company will issue 5,000,000 options to GBA Capital pursuant to the Advisory Mandate (defined below).

3.2 Corporate Advisor

On 8 August 2024, the Company entered into a mandate with GBA Capital Pty Ltd (**GBA Capital**) pursuant to which GBA Capital was engaged by the Company to act as a corporate advisor (**Advisory Mandate**).

- (a) In accordance with the terms of the Advisory Mandate the Company has agreed to pay GBA Capital (or its nominee(s)) the following fees (exclusive of GST):
 - (i) a corporate retainer of \$7,000 monthly for the duration of 6 months;
 - (ii) a facilitation fee equal to 5% on any project acquisitions brokered by GBA Capital;
 - (iii) a number of options (to be agreed between the parties at a later date) on future capital raisings, asset acquisitions and business development. It was agreed between the parties that GBA Capital

would be issued 5,000,000 options for lead manager services provided in connection with the Placement (the subject of Resolution 5); and

- (iv) up to 15,000,000 advisor options, subject to the Company obtaining Shareholder approval, on the vesting conditions set out below:
 - (A) 5,000,000 TMGOD Options on the VWAP of the Company's Shares exceeding or equal to \$0.02 per Share for at least 20 consecutive trading days on which the Company's Shares have actually traded;
 - (B) 5,000,000 TMGOD Options on the VWAP of the Company's Shares exceeding or equal to \$0.03 per Share for at least 20 consecutive trading days on which the Company's Shares have actually traded; and
 - (C) 5,000,000 TMGOD Options on the VWAP of the Company's Shares exceeding or equal to \$0.05 per Share for at least 20 consecutive trading days on which the Company's Shares have actually traded.
- (b) Autorenewal of the Advisory Mandate will apply for a further 6 months unless agreed to be terminated by both the Company and GBA Capital.
- (c) Other than as noted above, the Advisory Mandate contains terms which are standard for an agreement of this type.

3.3 Use of funds

The proceeds from the Placement, together with the Company's existing cash reserves, will be primarily used across the Company's existing project portfolio, including exploration and drilling programs at the Achilles, Taylors Arm, and Spartan projects, general working capital and transaction costs, and due diligence costs related to potential acquisitions.

4. RESOLUTIONS 3 AND 4 – RATIFICATION OF PRIOR ISSUE OF SHARES - LISTING RULES 7.1 AND 7.1A

4.1 General

These Resolutions seek Shareholder ratification for the purposes of Listing Rule 7.4 for the issue of 151,515,152 Shares at an issue price of \$0.033 per Share to raise \$5,000,000 (before costs).

95,251,042 Shares were issued pursuant to the Company's capacity under Listing Rule 7.1 (being, the subject of Resolution 3) and 56,264,110 Shares were issued pursuant to the Company's placement capacity under Listing Rule 7.1A (being, the subject of Resolution 4) on 19 December 2024.

4.2 Listing Rules 7.1 and 7.1A

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

Under Listing Rule 7.1A however, an Eligible Entity can seek approval from its members, by way of a special resolution passed at its annual general meeting, to increase this 15% limit by an extra 10% to 25%. The Company obtained this approval at its annual general meeting held on 29 November 2024.

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 25% limit in Listing Rules 7.1 and 7.1A, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 and 7.1A for the 12 month period following the date of the issue.

4.3 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.

4.4 Technical information required by Listing Rule 14.1A

If these Resolutions are passed, the issue will be excluded in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

If these Resolutions are not passed, the issue will be included in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively decreasing the number of equity securities the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

4.5 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	Professional and sophisticated investors who were identified through a bookbuild process, which involved GBA Capital 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	151,515,152 Shares were issued on the following basis: (a) 95,251,042 Shares were issued under Listing Rule 7.1 (ratification of which is sought under Resolution 3); and (b) 56,264,110 Shares issued pursuant to Listing Rule 7.1A (ratification of which is sought under Resolution 4).
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	19 December 2024.
Price or other consideration the Company received for the Securities	\$0.033 per Share for Shares issued pursuant to Listing Rule 7.1 and Listing Rule 7.1A.
Purpose of the issue, including the intended use of any funds raised by the issue	Refer to Section 3.3 for details of the proposed use of funds.
Summary of material terms of agreement to issue	The Shares were issued pursuant to customary placement agreements between the Company and the Unrelated Placement Participants.
Voting Exclusion Statement	A voting exclusion statement applies to this Resolution.
Compliance	The issue did not breach Listing Rule 7.1.

5. RESOLUTION 5 – APPROVAL TO ISSUE OPTIONS TO GBA CAPITAL

5.1 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of 5,000,000 Options as consideration for lead manager services provided by GBA Capital under the Placement (**Lead Manager Options**).

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. It therefore requires the approval of Shareholders under Listing Rule 7.1.

5.3 Technical information required by Listing Rule 14.1A

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

If this Resolution is not passed, the Company will not be able to proceed with the issue. Accordingly, the Company would have to pay its fees owing to GBA Capital for its lead manager services in cash which would further deplete the Company's existing cash reserves.

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	The Lead Manager Options will be issued to GBA Capital its nominee(s). The Company confirms that no Material Persons will be issued more than 1% of the issued capital of the Company.
Number of Securities and class to be issued	5,000,000 Lead Manager Options will be issued.
Terms of Securities	The Lead Manager Options 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 Lead Manager Options within 5 Business Days of the Meeting. In any event, the Company will not issue any 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 Lead Manager Options will be issued at a nil issue price, in consideration for lead manager services provided in connection with the Placement.
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 Advisory Mandate.
Summary of material terms of agreement to issue	The Lead Manager Options are being issued under the Advisory Mandate, a summary of the material terms of which is set out in Section 3.2.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

6. RESOLUTION 6 – APPROVAL TO ISSUE OPTIONS TO BLAKE COLLINS

6.1 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of 1,500,000 Options to Blake Collins as recognition of Mr Collin's management of the Drummond drilling program and the management and execution of the Throssel Rehabilitation program.

6.2 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. It therefore requires the approval of Shareholders under Listing Rule 7.1.

6.3 Technical information required by Listing Rule 14.1A

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

If this Resolution is not passed, the Company will not be able to proceed with the issue. Accordingly, the Company would have to find alternate means to reward Blake Collins such as a cash bonus which would further deplete the Company's existing cash reserves.

6.4 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	The Options will be issued to Blake Collins or his 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	1,500,000 TMGOD Options will be issued.
Terms of Securities	The TMGOD 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 TMGOD Options within 5 Business Days of the Meeting. In any event, the Company will not issue any 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 TMGOD Options will be issued at a nil issue price as recognition of Mr Collin's management of the Drummond drilling program and the management and execution of the Throssel Rehabilitation program.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is outlined in Section 6.1.
Summary of material terms of agreement to issue	The TMGOD Options are being issued pursuant to a letter from the Company to Mr Collin's dated 23 January 2025.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

7. RESOLUTION 7 – ISSUE OF PERFORMANCE RIGHTS TO ANDRE BOOYZEN

7.1 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 10.14 for the issue of up to 20,000,000 Performance Rights to Mr Andre Booyzen (or their nominee(s)) pursuant to the Employee Incentive Securities Plan (**Plan**) on the terms and conditions set out below.

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

CLASS	QUANTUM	RECIPIENT	VESTING CONDITION	EXERCISE PRICE	EXPIRY DATE
F	5,000,000	Mr Andre Booyzen	The volume weighted average price of the Company's shares equals or exceeds \$0.05 for at least 10 consecutive trading days.	Nil	3 years from the date of issue.
G	5,000,000	Mr Andre Booyzen	Upon the Company's market capitalisation is at any time \$50 million, based on the volume weighted average price of the Company's Shares over 10 consecutive trading days.	Nil	3 years from the date of issue.
H	10,000,000	Mr Andre Booyzen	Upon the Company's market capitalisation is at any time \$100 million, based on the volume weighted average price of the Company's Shares over 10 consecutive trading days.	Nil	3 years from the date of issue.

7.2 Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act requires that for a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

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

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

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

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

7.3 Listing Rule 10.14

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

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

The issue falls within Listing Rule 10.14.1 and therefore requires the approval of Shareholders under Listing Rule 10.14.

7.4 Technical information required by Listing Rule 14.1A

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

If this Resolution is not passed, the Company will not be able to proceed with the issue. Consequently, the Company may have to negotiate alternative means of incentive based remuneration with Mr Andre Booyzen.

7.5 Technical information required by Listing Rule 10.15

REQUIRED INFORMATION	DETAILS
Name of the person to whom Securities will be issued	Mr Andre Booyzen
Categorisation under Listing Rule 10.14	Mr Andre Booyzen falls within the category set out in Listing Rule 10.14.1 as they are a related party of the Company by virtue of being a Director. Any nominee(s) of Mr Andre Booyzen who receive Performance Rights may constitute 'associates' for the purposes of Listing Rule 10.14.2.
Number of Securities and class to be issued	Up to 20,000,000 Performance Rights will be issued.
Remuneration package	The current total remuneration package for Mr Andre Booyzen is \$267,600, comprising of salary of \$240,000 and, a superannuation payment of \$27,600. If the Securities are issued, the total remuneration package of Mr Andre Booyzen will increase by \$348,000 to \$615,600, being the value of the Securities (based on the Monte Carlo simulation).
Securities previously issued to the recipient/(s) under the Plan	No Performance Rights have previously been issued to Andre Booyzen for nil cash consideration under the Plan.
Terms of Securities	The Performance Rights will be issued on the terms and conditions set out in Schedule 5.
Consideration of type of Security to be issued	The Company has agreed to issue the Performance Rights for the following reasons: <ul style="list-style-type: none">(a) the issue of the Performance Rights has no immediate dilutionary impact on Shareholders;(b) the issue to Mr Andre Booyzen will align the interests of the recipient with those of Shareholders;(c) the issue is a reasonable and appropriate method to

REQUIRED INFORMATION	DETAILS
	<p>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 Andre Booyzen; 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>
Valuation	The Company values the Performance Rights at \$348,000 (being \$0.0174 per Performance Right) based on the Monte Carlo simulation detailed in Schedule 6.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Securities within 5 Business Days of the Meeting. In any event, the Company will not issue any Securities later than three years after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Issue price of Securities	The Securities will be issued at a nil issue price.
Material terms of the Plan	A summary of the material terms and conditions of the Plan is set out in Schedule 7.
Material terms of any loan	No loan is being made in connection with the acquisition of the Securities.
Additional Information	<p>Details of any Securities issued under the Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14.</p> <p>Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Securities under the Plan after this Resolution is approved and who were not named in this Notice will not participate until approval is obtained under Listing Rule 10.14.</p>
Voting exclusion statement	A voting exclusion statement applies to this Resolution.
Voting prohibition statement.	A voting prohibition statement applies to this Resolution.

8. RESOLUTION 8 – RATIFICATION OF PRIOR ISSUE OF SHARES TO EV RESOURCES

8.1 Background

On 16 May 2025, the Company entered into a binding share sale agreement (**Acquisition Agreement**) with EV Resources Limited (**EV Resources**) to acquire 100% of the fully paid ordinary shares in Monomatapa Investments Inc which holds 100% of the right, title and interest in 49 unpatented claims that comprise the Coyote Creek Antimony Project in Utah, USA (**Acquisition**).

Pursuant to the terms of the Acquisition Agreement, the consideration payable by the Company to EV Resources for the Acquisition is as follows:

- (a) \$225,000 cash payable at the date of execution of the Acquisition Agreement;
- (b) \$225,000 worth of Shares, subject to the completion of the Acquisition Agreement (**Completion**), at a deemed issue price based on a 15-day VWAP of the Company's Shares immediately prior to the date of the Acquisition announcement (the subject of Shareholder ratification under this Resolution); and
- (c) \$425,000 payable in cash or Shares (at the Company's election) to be issued on announcement of a JORC compliant resource estimate for the Company with

four (4) years of Completion. If the Company elects to pay the \$425,000 in Shares, the issue of the Shares will be subject to Shareholder approval and based on a deemed issue price that will be equal to the greater of:

- (i) the 15-day VWAP of the Company's Shares immediately prior to the announcement of the JORC compliant resource; and
- (ii) \$0.03.

Other than as noted above, the Acquisition Agreement contains terms which are standard for an agreement of this type (including in relation to representations, warranties, confidentiality and indemnities).

8.2 General

As set out in Section 8.1 above, this Resolution seeks Shareholder ratification for the purposes of Listing Rule 7.4 for the issue of 5,096,140 Shares to EV Resources on or about 18 June 2025 as part consideration for the Acquisition.

8.3 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.

8.4 Listing Rule 7.4

A summary of Listing Rule 7.4 is set out in Section 4.3 above.

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.

8.5 Technical information required by Listing Rule 14.1A

If this Resolution 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 this Resolution 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.

8.6 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	Ev Resources Limited. 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	5,096,140 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.	18 June 2025.

REQUIRED INFORMATION	DETAILS
Price or other consideration the Company received for the Securities	The Shares will be issued at a nil issue price, as part consideration for the
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 Acquisition Agreement.
Summary of material terms of agreement to issue	The Shares were issued under the Acquisition Agreement, a summary of the material terms of which is set out in Section 8.1.
Voting Exclusion Statement	A voting exclusion statement applies to this Resolution.
Compliance	The issue did not breach Listing Rule 7.1.

GLOSSARY

\$ means Australian dollars.

Advisory Mandate has the meaning set out in Section 3.2.

Acquisition has the meaning set out in Section 8.1.

Acquisition Agreement has the meaning set out in Section 8.1.

ASIC means the Australian Securities & Investments Commission.

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

Board means the current board of directors of the Company.

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

Chair means the chair of the Meeting.

Company means Trigg Minerals Limited (ACN 168 269 752).

Constitution means the Company's constitution.

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

Directors means the current directors of the Company.

Equity Securities includes a Share, a right to a Share or Option, an Option, a convertible security and any security that ASX decides to classify as an Equity Security.

EV Resources means EV Resources Limited (ACN 009 144 503).

Explanatory Statement means the explanatory statement accompanying the Notice.

GBA Capital means GBA Capital Pty Ltd.

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.

Obscure means Obscure Minerals Pty Ltd (ACN 645 536 563) of 167 Grosvenor Road, North Perth WA 6006.

Obscure Tenement Sale Agreement has the meaning set out in Section 1.1.

Option means an option to acquire a Share.

Pinpoint means Pinpoint Prospecting Pty Ltd (ACN 643 689 963) of 167 Grosvenor Road, North Perth WA 6006.

Pinpoint Tenement Sale Agreement has the meaning set out in Section 2.1.

Placement has the meaning set out in Section 1.1.

Placement Participants has the meaning set out in Section 1.1.

Plan has the meaning set out in Section 7.1.

Proxy Form means the proxy form accompanying the Notice.

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

Section means a section of the Explanatory Statement.

Security means a Share or Option (as applicable).

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

Shareholder means a registered holder of a Share.

TMGOD Options means the listed Options to acquire Shares on the terms and conditions in Schedule 4.

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

SCHEDULE 1 – OBSCURE TENEMENT SALE AGREEMENT

Parties	<p>Trigg Minerals Limited (ACN 168 269 752) of Suite 6, Level 1, 389 Oxford Street, Mount Hawthorn, WA, 6016 (Company)</p> <p>Obscure Minerals Pty Ltd (ACN 645 536 563) of 167 Grosvenor Road, North Perth WA 6006 (Obscure or Vendor)</p> <p>(together, the Parties and each a Party).</p>
Acquisition	<p>The Company agrees to acquire and Obscure prospecting agrees to sell all of its rights, title and interest in tenement ELA 6821 and all other mining tenements applied for or granted in renewal, substitution, variation, conversion or extension in whole or in part, of that tenement (Acquisition or Agreement).</p>
Consideration	<p>(a) As consideration under the Obscure Acquisition the Company has agreed to issue Obscure, subject to shareholder approval, 3,500,000 Shares at a deemed issue price of \$0.05 per Share (Consideration Shares).</p> <p>(b) The Consideration Shares must be issued on Completion.</p> <p>(c) The Consideration Shares will be subject to a 6-month voluntary escrow from their dates of issue and Obscure agrees to the application of a Holding Lock to the Shares and agrees to take all necessary steps to ensure that its Shares are registered and held for Obscure on the Issuer Sponsored Sub-register.</p>
Buy-back	<p>If the resources regulator in New South Wales (Department) does not:</p> <p>(a) process the transfer of the Tenement and application; or</p> <p>(b) if a clause 14(1)(d) of the mining regulations consent is provided by the Vendor to the Company for the tenement and application, and the Department does not grant the Company the corresponding tenement or tenement application, by 30 June 2025 (or such other date as agreed in writing by the Parties), then the Company will buy back the Consideration Shares for \$1 and the Vendor must do everything necessary to facilitate the sale of the Consideration Shares to the Company immediately upon request by the Company, including but not limited to, granting the Company a power of attorney to do all things necessary including to execute any document to give effect to the buy-back of the Consideration Shares on the Vendor's behalf.</p>
Conditions Precedent	<p>(a) Completion of the Acquisition is subject to the satisfaction or waiver of certain conditions precedent, including:</p> <p>(i) Shareholder approval: the shareholders of the Company approving the transactions contemplated by the Agreement in a general meeting, including a resolution authorising the allotment and issue of the Shares to the Vendor in accordance with the ASX Listing Rules;</p> <p>(ii) Regulatory approvals: the Parties obtaining all necessary regulatory approvals or waivers pursuant to the ASX Listing Rules, Corporations Act or any other law to allow the Parties to lawfully complete the matters set out in the Agreement, including such waivers as are required to issue the Shares outside of the period otherwise required under the ASX Listing Rules;</p> <p>(iii) Third party approvals: the Parties obtaining all third party approvals and consents, including the consent</p>

	<p>of the Minister responsible for the Mining Act (if required), necessary to lawfully complete the matters set out in the Agreement; and</p> <p>(iv) Deeds of assignment and assumption: the Vendor, the Company and, if necessary, under third party agreements, the relevant third party, executing a deed of assignment and assumption in relation to each third party agreement,</p> <p>(together, the Conditions).</p> <p>(b) The Conditions Precedent are for the benefit of both the Company and Vendor, and may only be waived by written agreement of both Parties.</p> <p>(c) If the Conditions are not satisfied (or waived by the Company or Vendor with the benefit of the Condition) on or before the End Date, then any Party may terminate the Agreement by notice in writing to the other Party, in which case the agreement constituted by this Agreement will be at an end and the Parties will be released from their obligations under this Agreement (other than in respect of any breaches that occurred prior to termination).</p> <p>(d) The Parties will use their best efforts to ensure that the Conditions Precedent are satisfied before 5:00 pm (AWST time) on 18 April 2025.</p>
Other Terms	The Agreement otherwise contains provisions considered standard for an agreement of its nature (including exclusivity, representations and warranties and confidentiality provisions).

SCHEDULE 2 – PINPOINT TENEMENT SALE AGREEMENT

Parties	<p>Trigg Minerals Limited (ACN 168 269 752) of Suite 6, Level 1, 389 Oxford Street, Mount Hawthorn, WA, 6016 (Company)</p> <p>Pinpoint Prospecting Pty Ltd (ACN 643 689 963) of 167 Grosvenor Road, North Perth WA 6006 (Pinpoint or Vendor)</p> <p>(together, the Parties and each a Party).</p>
Acquisition	<p>The Company agrees to acquire and Pinpoint agrees to sell all of its rights, title and interest in tenement ELA 6802 and all other mining tenements applied for or granted in renewal, substitution, variation, conversion or extension in whole or in part, of that tenement (Acquisition or Agreement).</p>
Consideration	<p>(a) The consideration payable by the Company to Pinpoint Prospecting is as follows:</p> <ul style="list-style-type: none"> (i) 1,000,000 Shares at a deemed issue price of \$0.05 per Share (Consideration Shares); and (ii) \$10,000 cash payable no later than two (2) Business Days prior to Completion <p>(b) The Consideration Shares must be issued, and the Cash Consideration must be paid, on Completion.</p> <p>(c) The Consideration Shares will be subject to a 6-month voluntary escrow from their dates of issue and Pinpoint Prospecting agrees to the application of a Holding Lock to the Shares, and agrees to take all necessary steps Pinpoint Prospecting on the Issuer Sponsored Sub-register.</p>
Buy-back	<p>If the resources regulator in New South Wales (Department) does not:</p> <ul style="list-style-type: none"> (a) process the transfer of the Tenement and application; or (b) if a clause 14(1)(d) of the mining regulations consent is provided by the Vendor to the Company for the tenement and application, and the Department does not grant the Company the corresponding tenement or tenement application, by 30 June 2025 (or such other date as agreed in writing by the Parties), then the Company will buy back the Consideration Shares for \$1 and the Vendor must do everything necessary to facilitate the sale of the Consideration Shares to the Company immediately upon request by the Company, including but not limited to, granting the Company a power of attorney to do all things necessary including to execute any document to give effect to the buy-back of the Consideration Shares on the Vendor's behalf.
Conditions Precedent	<p>(a) Completion of the Acquisition is subject to the satisfaction or waiver of certain conditions precedent, including:</p> <ul style="list-style-type: none"> (i) Shareholder approval: the shareholders of the Company approving the transactions contemplated by the Agreement in a general meeting, including a resolution authorising the allotment and issue of the Shares to the Vendor in accordance with the ASX Listing Rules; (ii) Regulatory approvals: the Parties obtaining all necessary regulatory approvals or waivers pursuant to the ASX Listing Rules, Corporations Act or any other law to allow the Parties to lawfully complete the matters set out in the Agreement, including such waivers as are required to issue the Shares outside of the period otherwise required under the ASX Listing

	<p>Rules;</p> <p>(iii) Third party approvals: the Parties obtaining all third party approvals and consents, including the consent of the Minister responsible for the Mining Act (if required), necessary to lawfully complete the matters set out in the Agreement; and</p> <p>(iv) Deeds of assignment and assumption: the Vendor, the Company and, if necessary, under third party agreements, the relevant third party, executing a deed of assignment and assumption in relation to each third party agreement,</p> <p>(together, the Conditions).</p> <p>(b) The Conditions Precedent are for the benefit of both the Company and Vendor, and may only be waived by written agreement of both Parties.</p> <p>(c) If the Conditions are not satisfied (or waived by the Company or Vendor with the benefit of the Condition) on or before the End Date, then any Party may terminate the Agreement by notice in writing to the other Party, in which case the agreement constituted by this Agreement will be at an end and the Parties will be released from their obligations under this Agreement (other than in respect of any breaches that occurred prior to termination).</p> <p>(d) The Parties will use their best efforts to ensure that the Conditions Precedent are satisfied before the 5:00 pm (AWST time) on 18 April 2025.</p>
<p>Other Terms</p>	<p>The Agreement otherwise contains provisions considered standard for an agreement of its nature (including exclusivity, representations and warranties and confidentiality provisions).</p>

SCHEDULE 3 – TERMS AND CONDITIONS OF THE LEAD MANAGER OPTIONS

A summary of the material terms of the Lead Manager Options (**Options**) is set out below.

(a) Entitlement

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

(b) Exercise Price

Subject to paragraph (j), the amount payable upon exercise of each Option will be \$0.07 (**Exercise Price**).

(c) Expiry Date

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

(d) Exercise Period

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

(e) Notice of Exercise

The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) Exercise Date

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

(g) Timing of issue of Shares on exercise

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

- (i) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

If a notice delivered under (g)(g)(ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(h) Shares issued on exercise

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

(i) Quotation of Shares issued on exercise

Application will be made by the Company to ASX for quotation of the Shares issued upon exercise of the Options.

(j) Reconstruction of capital

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

(k) 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.

(l) Change in exercise price

An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.

(m) Transferability

The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

SCHEDULE 4 – TERMS AND CONDITIONS OF THE TMGOD OPTIONS

A summary of the material terms of the TMGOD Options (**Options**) is set out below.

(a) Entitlement

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

(b) Exercise Price

Subject to paragraph (j), the amount payable upon exercise of each Option will be \$0.03 (**Exercise Price**).

(c) Expiry Date

Each Option will expire at 5:00 pm (WST) on 30 June 2026 (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) Exercise Period

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

(e) Notice of Exercise

The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) Exercise Date

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

(g) Timing of issue of Shares on exercise

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

- (i) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

If a notice delivered under (g)(ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(h) Shares issued on exercise

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

(i) Quotation of Shares issued on exercise

Application will be made by the Company to ASX for quotation of the Shares issued upon exercise of the Options.

(j) Reconstruction of capital

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

(k) 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.

(l) Change in exercise price

An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.

(m) 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 exercise of the Performance Right.								
2.	Plan	<p>The Performance Rights are granted under the Company's Employee Incentive Securities Plan (Plan).</p> <p>In the event of any inconsistency between the Plan and these terms and conditions, these terms and conditions will apply to the extent of the inconsistency.</p>								
3.	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.								
4.	Vesting Conditions/ Milestones	<p>The Performance Rights shall vest as follows:</p> <table><tr><th>CLASS</th><th>VESTING CONDITION</th></tr><tr><td>F</td><td>The volume weighted average price of the Company's shares equals or exceeds \$0.05 for at least 10 consecutive trading days.</td></tr><tr><td>G</td><td>The Class G Performance Rights shall vest upon the Company's market capitalisation is at any time \$50 million, based on the volume weighted average price of the Company's Shares over 10 consecutive trading days.</td></tr><tr><td>H</td><td>The Class H Performance Rights shall vest upon the Company's market capitalisation is at any time \$100 million, based on the volume weighted average price of the Company's Shares over 10 consecutive trading days.</td></tr></table> <p>each, a Vesting Condition.</p>	CLASS	VESTING CONDITION	F	The volume weighted average price of the Company's shares equals or exceeds \$0.05 for at least 10 consecutive trading days.	G	The Class G Performance Rights shall vest upon the Company's market capitalisation is at any time \$50 million, based on the volume weighted average price of the Company's Shares over 10 consecutive trading days.	H	The Class H Performance Rights shall vest upon the Company's market capitalisation is at any time \$100 million, based on the volume weighted average price of the Company's Shares over 10 consecutive trading days.
CLASS	VESTING CONDITION									
F	The volume weighted average price of the Company's shares equals or exceeds \$0.05 for at least 10 consecutive trading days.									
G	The Class G Performance Rights shall vest upon the Company's market capitalisation is at any time \$50 million, based on the volume weighted average price of the Company's Shares over 10 consecutive trading days.									
H	The Class H Performance Rights shall vest upon the Company's market capitalisation is at any time \$100 million, based on the volume weighted average price of the Company's Shares over 10 consecutive trading days.									
5.	Expiry Date	<p>The Performance Rights, whether vested or unvested, will expire on the earlier to occur of:</p> <p>(a) the Performance Right lapsing and being forfeited under the Plan; and</p> <p>(b) 5:00 pm (WST) on:</p> <table><tr><th>CLASS</th><th>EXPIRY DATE</th></tr><tr><td>F</td><td>3 years from the date of issue.</td></tr><tr><td>G</td><td>3 years from the date of issue.</td></tr><tr><td>H</td><td>3 years from the date of issue.</td></tr></table> <p>(Expiry Date).</p> <p>(c) For the avoidance of doubt, any unexercised Performance Rights will automatically lapse on the Expiry Date.</p>	CLASS	EXPIRY DATE	F	3 years from the date of issue.	G	3 years from the date of issue.	H	3 years from the date of issue.
CLASS	EXPIRY DATE									
F	3 years from the date of issue.									
G	3 years from the date of issue.									
H	3 years from the date of issue.									
6.	Cessation of Employment	<p>Performance Rights will be forfeited in the following circumstances:</p> <p>(a) in the case of unvested Performance Rights only, where the holder ceases to be an Eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Company and any Associated Bodies Corporate (as defined in the Corporations Act) (the Group);</p> <p>(b) in the case of unvested Performance Rights only, where an Eligible Participant acts fraudulently, dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group and the Board exercises its discretion to deem some or all of the Performance Rights held by a Eligible Participant to have been forfeited;</p> <p>(c) where there is a failure to satisfy the vesting conditions in accordance with the Plan;</p> <p>(d) on the date the Eligible Participant becomes insolvent; or</p>								

		(e) on the Expiry Date, subject to the discretion of the Board.
7.	Notice of vesting	A Performance Right will vest when a vesting notice is given to the holder.
8.	Exercise Period	The Performance Rights are exercisable at any time on and from the satisfaction of the Vesting Condition until the Expiry Date (Exercise Period).
9.	Exercise Notice	The Performance Rights may be exercised during the Exercise Period by: (a) in whole or in part; and (b) a written notice of exercise of Performance Rights specifying the number of Performance Rights being exercised (Exercise Notice).
10.	Quotation of Performance Rights	The Performance Rights will not be quoted on ASX.
11.	Timing of issue of Shares on exercise	Subject to applicable law, within five Business Days after the valid exercise of Performance Rights by the holder, the Company will: (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled; (b) if required, issue a substitute certificate for any remaining unexercised Performance Rights held by the holder; and (c) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the ASX Listing Rules and subject to the expiry of any restriction period that applies to the Shares under the Corporations Act or the ASX Listing Rules.
12.	Restrictions on transfer of Shares on exercise	Shares issued on exercise of the Performance Rights are subject to the following restrictions: (a) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on exercise of the Performance Rights 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 Act; (b) all Shares issued on exercise of the Performance Rights are subject to restrictions imposed by applicable law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and (c) all Shares issued on exercise of the Performance Rights are subject to the terms of the Company's Securities Trading Policy.
13.	Shares issued on exercise	Shares issued on exercise of the Performance Rights rank equally with the then issued shares of the Company.
14.	Change of Control	If a change of control event occurs (being an event which results in any person (either alone or together with associates) owning more than 50% of the Company's issued capital), unvested Performance Rights will vest unless the Board determines in its discretion otherwise. The Board's discretion in determining the treatment of any unvested Performance Rights on a change of control event is limited to vesting or varying any vesting conditions in respect to the Performance Rights and does not include a discretion to lapse or forfeit unvested Performance Rights for less than fair value.
15.	Participation in new issues	Subject always to the rights under paragraphs 16 and 17, holders of Performance Rights will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.

16.	Adjustment for bonus issue of Shares	If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Performance Rights is entitled, upon exercise of the Performance Rights, to receive an issue of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Performance Rights are exercised.
17.	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.
18.	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.
19.	Transferability	The Performance Rights cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in accordance with the Plan.
20.	Restriction period	<p>Shares issued on exercise of the Performance Rights are subject to the following restrictions:</p> <ul style="list-style-type: none"> (a) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on exercise of the Performance Rights 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; (b) all Shares issued on exercise of the Performance Rights are subject to restrictions imposed by applicable law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and (c) all Shares issued on exercise of the Performance Rights are subject to the terms of the Company's Securities Trading Policy.
21.	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.
22.	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.
23.	Employee Share Trust	The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Performance Rights for holders under the Plan and delivering Shares on behalf of holders upon exercise of Performance Rights.

SCHEDULE 6 – VALUATION OF PERFORMANCE RIGHTS

The Performance Rights to be issued pursuant to Resolution 6 have been valued by internal management.

Using a pricing model that incorporates a Monte Carlo simulation and based on the assumptions set out below, the Performance Rights were ascribed the following value:

ASSUMPTIONS:	
Valuation date	16 May 2025
Market price of Shares	\$0.039
Commencement of performance/vesting period	On Issue
Performance measurement/vesting date	<p>Class F: The volume weighted average price of the Company's shares equals or exceeds \$0.05 for at least 10 consecutive trading days.</p> <p>Class G: Shall vest upon the Company's market capitalisation is at any time \$50 million, based on the volume weighted average price of the Company's Shares over 10 consecutive trading days.</p> <p>Class H: Shall vest upon the Company's market capitalisation is at any time \$100 million, based on the volume weighted average price of the Company's Shares over 10 consecutive trading days.</p>
Expiry date (length of time from issue)	3 years
Risk free interest rate	4%
Volatility (discount)	80%
Indicative value per Performance Rights	\$0.0174
Total Value of Performance Rights	\$348,000
- Andre Booyzen (Resolution 6)	<p>Class F \$124,000</p> <p>Class G \$124,000</p> <p>Class H \$100,000</p>

SCHEDULE 7 – TERMS AND CONDITIONS OF PLAN

A summary of the material terms of the Company's Employee Securities Incentive Plan (**Plan**) is set out below.

Eligible Participant	Eligible Participant means a person that is a 'primary participant' (as that term is defined in Division 1A of Part 7.12 of the Corporations Act) in relation to the Company or an Associated Body Corporate (as defined in the Corporations Act) and has been determined by the Board to be eligible to participate in the Plan from time to time.
Purpose	<p>The purpose of the Plan is to:</p> <p>assist in the reward, retention and motivation of Eligible Participants;</p> <p>(a) link the reward of Eligible Participants to Shareholder value creation; and</p> <p>(b) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Shares, Options, Performance Rights or other convertible security (Securities).</p>
Maximum number of Convertible Securities	The Company will not make an invitation under the Plan which involves monetary consideration if the number of Shares that may be issued, or acquired upon exercise of Convertible Securities offered under an invitation, when aggregated with the number of Shares issued or that may be issued as a result of all invitations under the Plan during the 3 year period ending on the day of the invitation, will exceed 5% of the total number of issued Shares at the date of the invitation (unless the Constitution specifies a different percentage and subject to any limits approved by Shareholders under Listing Rule 7.2 Exception 13(b)).
Plan administration	The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion (except to the extent that it prevents the Eligible Participant relying on the deferred tax concessions under Subdivision 83A-C of the <i>Income Tax Assessment Act 1997</i> (Cth)). The Board may delegate its powers and discretion.
Eligibility, invitation and application	<p>The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for any (or any combination of) the Securities provided under the Plan on such terms and conditions as the Board decides.</p> <p>On receipt of an invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part.</p> <p>If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.</p>
Grant of Securities	The Company will, to the extent that it has accepted a duly completed application, grant the Eligible Participant the relevant number and type of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.

Rights attaching to Convertible Securities	<p>A Convertible Security represents a right to acquire one or more Plan Shares in accordance with the Plan (for example, an Option or a Performance Right).</p> <p>Prior to a Convertible Security being exercised, the holder:</p> <ul style="list-style-type: none"> (a) does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security other than as expressly set out in the Plan; (b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company; (c) is not entitled to receive any dividends declared by the Company; and (d) is not entitled to participate in any new issue of Shares (see Adjustment of Convertible Securities section below).
Restrictions on dealing with Convertible Securities	<p>Convertible Securities issued under the Plan cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances as defined under the Plan (including in the case of death or total or permanent disability of the holder) with the consent of the Board in which case the Convertible Securities may be exercisable on terms determined by the Board.</p> <p>A holder must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.</p>
Vesting of Convertible Securities	<p>Any vesting conditions applicable to the Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Eligible Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that security will lapse.</p>
Forfeiture of Convertible Securities	<p>Convertible Securities will be forfeited in the following circumstances:</p> <ul style="list-style-type: none"> (a) in the case of unvested Convertible Securities only, where the holder ceases to be an Eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Company and any Associated Bodies Corporate (as defined in the Corporations Act) (the Group); (b) in the case of unvested Convertible Securities only, where a Eligible Participant acts fraudulently, dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group and the Board exercises its discretion to deem some or all of the Convertible Securities held by a Eligible Participant to have been forfeited; (c) where there is a failure to satisfy the vesting conditions in accordance with the Plan; (d) on the date the Eligible Participant becomes insolvent; or (e) on the Expiry Date. <p>subject to the discretion of the Board.</p>
Listing of Convertible Securities	<p>Convertible Securities granted under the Plan will not be quoted on the ASX or any other recognised exchange. The Board reserves the right in its absolute discretion to apply for quotation of Convertible Securities granted under the Plan on the ASX or any other recognised exchange.</p>
Exercise of Convertible Securities and cashless exercise	<p>To exercise a security, the Eligible Participant must deliver a signed notice of exercise and, subject to a cashless exercise (see next paragraph below), pay the exercise price (if any) to or as directed by the Company, at any time following vesting of the Convertible Securities (if subject to vesting</p>

	<p>conditions) and prior to the expiry date as set out in the invitation or vesting notice.</p> <p>An invitation to apply for Convertible Securities may specify that at the time of exercise of the Convertible Securities, the Eligible Participant may elect not to be required to provide payment of the exercise price for the number of Convertible Securities specified in a notice of exercise, but that on exercise of those Convertible Securities the Company will transfer or issue to the Eligible Participant that number of Shares equal in value to the positive difference between the Market Value of the Shares at the time of exercise and the exercise price that would otherwise be payable to exercise those Convertible Securities.</p> <p>Market Value means, at any given date, the volume weighted average price per Share traded on the ASX over the 5 trading days immediately preceding that given date, unless otherwise specified in an invitation.</p> <p>Convertible Securities may not be exercised unless and until that security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.</p>
Timing of issue of Shares and quotation of Shares on exercise	<p>Within five business days after the issue of a valid notice of exercise by a Eligible Participant, the Company will issue or cause to be transferred to that Eligible Participant the number of Shares to which the Eligible Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Eligible Participant.</p>
Restriction periods and restrictions on transfer of Shares on exercise	<p>If the invitation provides that any Shares issued upon the valid exercise of a Convertible Security are subject to any restrictions as to the disposal or other dealing by a Eligible Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Eligible Participant with this restriction.</p> <p>Additionally, Shares issued on exercise of the Convertible Securities are subject to the following restrictions:</p> <ul style="list-style-type: none"> (a) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on exercise of the Convertible Securities 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; (b) all Shares issued on exercise of the Convertible Securities are subject to restrictions imposed by applicable law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and (c) all Shares issued on exercise of the Convertible Securities are subject to the terms of the Company's Securities Trading Policy.
Rights attaching to Shares on exercise	<p>All Shares issued upon exercise of Convertible Securities will rank equally in all respects with the then Shares of the Company.</p>
Change of control	<p>If a change of control event occurs (being an event which results in any person (either alone or together with associates) owning more than 50% of the Company's issued capital), unvested Convertible Securities will vest unless the Board determines in its discretion otherwise. The Board's discretion in determining the treatment of any unvested Convertible Securities on a change of control event is limited to vesting or varying any vesting conditions in respect to the Convertible Securities and does not include a discretion to lapse or forfeit unvested Convertible Securities for less than fair value.</p>
Participation in entitlements and bonus issues	<p>Subject always to the rights under the following two paragraphs, Eligible Participants will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.</p>
Adjustment for bonus	<p>If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the Eligible</p>

issue	Participant is entitled, upon exercise of the Convertible Securities, to receive an issue of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised.
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 each Eligible Participant holding Convertible Securities 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.
Buy-Back	Subject to applicable law, the Company may at any time buy-back Securities in accordance with the terms of the Plan.
Employee Share Trust	The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Convertible Securities for holders under the Plan and delivering Shares on behalf of holders upon exercise of Convertible Securities.
Amendment of Plan	<p>Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.</p> <p>No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Eligible Participant as they existed before the date of the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Eligible Participants.</p>
Plan duration	<p>The Plan continues in operation until the Board decides to end it. The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely and may end any suspension. If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Eligible Participants.</p> <p>If an Eligible Participant and the Company (acting by the Board) agree in writing that some or all of the Securities granted to that Eligible Participant are to be cancelled on a specified date or on the occurrence of a particular event, then those Securities may be cancelled in the manner agreed between the Company and the Eligible Participant.</p>
Income Tax Assessment Act	The Plan is a plan to which Subdivision 83A-C of the <i>Income Tax Assessment Act 1997</i> (Cth) applies (subject to the conditions in that Act) except to the extent an invitation provides otherwise.
Withholding	Notwithstanding any other provision of these Rules, and without limiting the amounts which may be deducted or withheld under Applicable Laws, if a member of the Group, a trustee or the Plan administrator is obliged, or reasonably believes that it may have an obligation to account for any Tax, or any superannuation amounts (or equivalent social security contributions, if applicable) in respect of a Participant (Withholding Amount), then that Group company, trustee or Plan administrator (as applicable) is entitled to withhold or be reimbursed by the Participant for the Withholding Amount payable or paid.

Your proxy voting instruction must be received by **9.00am (AWST) on Wednesday, 25 June 2025**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: <https://investor.automic.com.au/#/home> Shareholders sponsored by a broker should advise their broker of any changes.

STEP 1 – APPOINT A PROXY

If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIR OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chair of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chair of the Meeting will be voted according to the instructions set out in this Proxy Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of Key Management Personnel.

STEP 2 - VOTES ON ITEMS OF BUSINESS

You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF SECOND PROXY

You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

SIGNING INSTRUCTIONS

Individual: Where the holding is in one name, the Shareholder must sign.

Joint holding: Where the holding is in more than one name, all Shareholders should sign.

Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.

Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.

Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at <https://automicgroup.com.au>.

Lodging your Proxy Voting Form:

Online

Use your computer or smartphone to appoint a proxy at <https://investor.automic.com.au/#/loginsah> or scan the QR code below using your smartphone

Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.



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)

Dear Shareholder,

General Meeting - Notice and Proxy Form

Notice is given that a General Meeting (**Meeting**) of shareholders of Trigg Minerals Limited (**Company**) will be held:

Time and date: 9:00am (WST), Friday, 27 June 2025

Location: Suite 2, 64–68 Hay Street, Subiaco, Western Australia 6008

Notice of Meeting

In accordance with the *Corporations Act 2001* (Cth), the Company will not be dispatching hard copies of the Notice of Meeting unless a shareholder has made a valid election to receive documents in hard copy. The Notice of Meeting and Explanatory Statement (**Meeting Materials**) can be accessed at:

- The Company's website at <https://trigg.com.au/>
- The ASX market announcements page under the Company's code "TMG"

If you have provided an email address and elected to receive electronic communications, you will receive an email with a link to the Meeting Materials.

Voting

Shareholders are encouraged to lodge their proxy votes ahead of the Meeting.

You may vote:

Online: <https://investor.automic.com.au/#/loginsah> using your holder number or using your mobile device to scan the personalised QR code.

By email: meetings@automicgroup.com.au

By mail: Automic GPO Box 5193 Sydney NSW 2001, Australia

By fax: +61 2 8583 3040

Deadline for Lodgement

Proxy votes must be received no later than 9:00am (WST) on Wednesday, 25 June 2025. Proxy instructions received after this time will not be valid for the Meeting.

We encourage you to read the Meeting Materials in full. If you are in doubt about how to vote, please seek advice from your professional adviser.

Authorised for release by:

Nicholas Katris

Company Secretary

