



26 April 2024

Dear Shareholder,

NOTICE OF GENERAL MEETING

Notice is hereby given that the General Meeting of Shareholders of Vanadium Resources Limited (**Company**) will be held at 108 Outram Street, West Perth, 6005, on Wednesday, 29 May 2024, at 3:00pm (AWST).

The Notice of Meeting (**NOM**) is important and should be read in its entirety. If you are in doubt as to the course of action you should follow, you should consult your financial advisor, lawyer, accountant or other professional adviser.

In accordance with section 110D(1) of the *Corporations Act 2001* (Cth) (**Corporation Act**), the Company will not be sending hard copies of the NOM to shareholders unless a shareholder has requested a hardcopy of the NOM or made an election for the purposes of 110E of the Corporation Act to receive documents from the Company in physical form. The NOM is made available to shareholders electronically. This means that:

- You can access the NOM online at the Company's website <https://vr8.global/announcements>
- A complete copy of the NOM has been posted to the Company's ASX Market announcements page at www.asx.com.au under the Company's ASX code "VR8".

Those shareholders who receive their company communications in the post will therefore receive a printed copy of this announcement and their personalised proxy form.

Conversely, shareholders who receive their communications electronically will, as they have on previous occasions, receive an email from the Company's share registry, Automic Group, with links directing them to this notice and the online voting portal <https://investor.automic.com.au/#/loginsah>

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

The Company further advises that voting on all resolutions will be conducted by a poll and encourages those shareholders who cannot attend the meeting to lodge their proxy forms no later than 48 hours before the meeting, being 3:00pm (AWST) on Monday, 27 May 2024. Any proxy forms received after that time will not be valid for the meeting.

For and on behalf of the Board.

Kyla Garic

Company Secretary

VANADIUM RESOURCES LIMITED

Vanadium Resources Limited (ASX.VR8)

7/63 Shepperton Road, Victoria Park, WA 6100 Australia
contact@VR8.global • (+61) 08 6158 9990

www.VR8.global

VANADIUM RESOURCES LIMITED
ACN 618 307 887
NOTICE OF GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 3:00 pm(WST)

DATE: 29 May 2024

PLACE: 108 Outram Street, West Perth, 6005

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 5:00pm • (WST) on 27 May 2024.

BUSINESS OF THE MEETING

AGENDA

1. ISSUE OF REPLACEMENT PERFORMANCE RIGHTS TO THE MANAGING DIRECTOR

RESOLUTION 1 – ISSUE OF PERFORMANCE RIGHTS TO JOHN CIGANEK

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

"That for the purposes of Listing Rule 10.14, section 195(4) of the Corporations Act and for all other purposes, approval is given for the Company to issue 18,000,000 Performance Rights to John Ciganek (or his nominee) under the Employee Securities Incentive Plan on the terms and conditions set out in the Explanatory Statement (in replacement of the 15,000,000 unvested Existing Performance Rights awarded to John Ciganek which were approved at a general meeting of the Company on 12 April 2023 and which will be cancelled upon this resolution being passed as an ordinary resolution)."

A voting exclusion statement and voting prohibition statement applies to this Resolution. Please see below.

Voting Prohibition Statement

Resolution – Issue of Performance Rights to the Managing Director

A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and
- (b) the appointment does not specify the way the proxy is to vote on this Resolution.

However, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

Voting Exclusion Statement

In accordance with Listing Rule 14.11, the Company will disregard any votes cast in favour of Resolution 1 set out below by or on behalf of the following persons:

Resolutions – Issue of Performance Rights to the Managing Director

Any 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 (including Julie Wessels, John Ciganek and Michael Davy) or an associate of that person or those persons.

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

- (a) a person as 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.

2. ISSUE OF PERFORMANCE RIGHTS TO THE EXECUTIVE CHAIRMAN

RESOLUTION 2 – ISSUE OF PERFORMANCE RIGHTS TO JURIE WESSELS

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

“That for the purposes of Listing Rule 10.14, section 195(4) of the Corporations Act and for all other purposes, approval is given for the Company to issue 2,948,374 Performance Rights to Jurie Wessels (or his nominee) under the Employee Securities Incentive Plan on the terms and conditions set out in the Explanatory Statement, and any issue of Shares pursuant to those Performance Rights.”

A voting exclusion statement and voting prohibition statement applies to this Resolution. Please see below.

Voting Prohibition Statement

Resolution – Issue of Performance Rights to the Executive Chairman

A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and
- (b) the appointment does not specify the way the proxy is to vote on this Resolution.

However, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

Voting Exclusion Statement

In accordance with Listing Rule 14.11, the Company will disregard any votes cast in favour of Resolution 2 set out below by or on behalf of the following persons:

Resolutions – Issue of Performance Rights to the Executive Chairman

Any 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 (including Jurie Wessels, John Ciganek and Michael Davy) or an associate of that person or those persons.

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

- (d) 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

- (e) 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
- (f) 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.

3. ISSUE OF PERFORMANCE RIGHTS TO THE NON-EXECUTIVE DIRECTOR

RESOLUTION 3 – ISSUE OF PERFORMANCE RIGHTS TO MICHAEL DAVY

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

"That for the purposes of Listing Rule 10.14, section 195(4) of the Corporations Act and for all other purposes, approval is given for the Company to issue 2,211,280 Performance Rights to Michael Davy (or his nominee) under the Employee Securities Incentive Plan on the terms and conditions set out in the Explanatory Statement, and any issue of Shares pursuant to those Performance Rights."

A voting exclusion statement and voting prohibition statement applies to this Resolution. Please see below.

Voting Prohibition Statement

Resolutions – Issue of Performance Rights to the Non-Executive Director

A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and
- (b) the appointment does not specify the way the proxy is to vote on this Resolution.

However, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

Voting Exclusion Statement

In accordance with Listing Rule 14.11, the Company will disregard any votes cast in favour of Resolution 3 set out below by or on behalf of the following persons:

Resolutions – Issue of Performance Rights to the Non-Executive Director

Any 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 (including Jurie Wessels, John Ciganek and Michael Davy) or an associate of that person or those persons.

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

- (g) 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
- (h) 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
- (i) 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.

Dated: 26 April 2024

By order of the Board



Kyla Garic
Company Secretary

Voting by proxy

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

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.

The Chair of the Meeting (where appropriately authorised) intends to vote all available proxies in favour of all Items.

Voting in person

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

Should you wish to discuss the matters in this Notice please do not hesitate to contact the Company Secretary on +61 8 6158 9990.

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 Resolutions 1- 3.

1. RESOLUTION 1 - ISSUE OF PERFORMANCE RIGHTS TO JOHN CIGANEK

1.1 General

It is proposed that, pursuant to the Employee Securities Incentive Plan and on the terms and conditions set out below in Schedule 1, 18,000,000 Performance Rights are issued to John Ciganek.

It is also proposed that the 15,000,000 unvested Existing Performance Rights, (which were approved by Shareholders at a general meeting held on 12 April 2023) currently held by John Ciganek will be cancelled upon Resolution 1 being passed as an ordinary resolution.

1.2 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. An exception under section 211 applies where the financial benefit constitutes part of the related party's "reasonable remuneration".

The issue of the Performance Rights to John Ciganek (or his nominee) constitutes giving a financial benefit and he is a related party of the Company by virtue of being a Director.

It is the view of the Directors that the financial benefit given by granting these Performance Rights constitutes reasonable remuneration to the Directors having regard to:

- the circumstances of the Company; and
- the Directors' roles and responsibilities at the Company.

In light of the above, the Company will rely on the exception contained in section 211(1) of the Corporations Act and is not seeking Shareholder approval for the issue of the Performance Rights to John Ciganek (or his nominee) pursuant to section 208 of the Corporations Act.

The Company is, however, seeking Shareholder approval for the purposes of section 195(4) of the Corporations Act (as outlined below).

1.3 Section 195(4) of the Corporations Act

Section 195(1) of the Corporations Act provides that a director of a public company may not vote or be present during meetings of directors when matters in which that director holds a “material personal interest” are being considered.

If there is not a quorum of directors who are eligible to vote on a matter because of the operation of section 195(1) of the Corporations Act, one or more directors may call a general meeting and the general meeting may deal with the matter.

Each of the Directors may be considered to have a material personal interest in the outcome of Resolutions 1 – 3, as an issue of Performance Rights is proposed for each Director. In the absence of approval for the purposes of section 195(4) of the Corporations Act, those Directors may not be able to form a quorum at meeting of the Directors to review and approve the issue the Performance Rights contemplated by Resolution 1.

Accordingly, for the avoidance of any doubt, and for the purposes of transparency and best practice corporate governance, the Company also seeks Shareholder approval for the purposes of section 195(4) of the Corporations Act for the issue of Performance Rights proposed under Resolution 1.

1.4 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 of Performance Rights to Mr John Ciganek falls within Listing Rule 10.14.1 and therefore requires the approval of Shareholders under Listing Rule 10.14.

Resolution 1 seeks the required Shareholder approval for the issue of 18,000,000 Performance Rights under and for the purposes of Listing Rule 10.14 to John Ciganek (or his nominee).

1.5 Technical information required by Listing Rule 14.1A

If Resolution 1 is passed, the Company will be able to proceed with the issue of the Performance Rights to John Ciganek under the Employee Securities Incentive Plan 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 of the Performance Rights (because approval is being obtained under Listing Rule 10.14), the issue of the Performance Rights will not use up any of the Company’s 15% annual placement capacity.

If Resolution 1 is not passed, the Company will not be able to proceed with the issue of the replacement Performance Rights to John Ciganek (or his nominee) under the Employee Securities Incentive Plan and the Existing Performance Rights will not be cancelled.

The Board considers that the Existing Performance Rights do not now provide a reasonable or appropriate long-term incentive for the Managing Director. The Performance Periods for the satisfaction of the Vesting Conditions which apply to the Existing Performance Rights have either passed or are, in the Board's view, unduly restrictive in the current market. The Board also considers it appropriate that the Vesting Conditions for the Performance Rights held by the Managing Director are the same as those held by the other Directors and by the operational employees of the Company.

In the event that Resolution 1 is not passed, the Board will consider and determine alternative arrangements to appropriately incentivise the Company's Managing Director.

1.6 Technical information required by Listing Rule 10.15

Pursuant to and in accordance with the requirements of Listing Rule 10.15, the following information is provided in relation to Resolution 1:

- (a) the Performance Rights will be issued to John Ciganek (or his nominee), who falls within the category set out in Listing Rule 10.14.1, by virtue of being a Director;
- (b) the maximum number of Performance Rights to be issued to John Ciganek (or his nominee) is 18,000,000;
- (c) the current total remuneration package for John Ciganek is as follows:

Director	Salary	Superannuation
	\$	\$
John Ciganek	250,000	26,250

If the Performance Rights are issued, the total remuneration package of John Ciganek could earn over the Performance Period will increase by the following indicative values based on an assumed 100% probability of the vesting of the Performance Rights determined at the date of this notice (refer to 1.5(g)).

Director	Indicative value
	\$
John Ciganek	689,956

There is no guarantee that all Vesting Conditions will be met within the specified Performance Period. The incentive package is considered appropriate as it encompasses long term milestones that are explicitly linked to the strategic and operational goals of Vanadium Resources, being the financing, construction and ultimately production at the Steelpoortdrift Vanadium Project;

- (d) The Existing Performance Rights were approved by shareholders on 12 April 2023 and no acquisition price was paid for the Existing Performance Rights. As noted above, the Existing Performance Rights will be cancelled if Resolution 1 is approved by Shareholders.
- (e) Save as referred to in 1.6(d) above, no performance rights have previously been issued to John Ciganek under the Employee Securities Incentive Plan;

- (f) a summary of the material terms and conditions of the Performance Rights is set out in Schedule 1;
- (g) the Performance Rights are unquoted performance rights. The Company has chosen to grant the Performance Rights to John Ciganek for the following reasons:
 - (i) the Performance Rights are unlisted, therefore the grant of the Performance Rights has no immediate dilutionary impact on Shareholders;
 - (ii) the issue of Performance Rights to John Ciganek will align his interests with those of Shareholders through the assignment of long term incentives attached to operational milestones (being the financing, construction and production milestones) for the Company;
 - (iii) the issue of the Performance Rights is a reasonable and appropriate method to provide a balanced remuneration package inclusive of long term incentives 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 John Ciganek; and
 - (iv) it is not considered that there are any significant opportunity costs to the Company or benefits foregone by the Company in granting the Performance Rights on the terms proposed;
- (h) the value attributed by the Company to the Performance Rights proposed to be issued is as follows:

Director	Indicative value
	\$
John Ciganek	689,956

- (i) the Company engaged Moore Australia Corporate Finance (WA) Pty Ltd to determine a value for the Related Party Performance Rights an excerpt of which is set out in Schedule 3;
- (j) the Performance Rights will be issued to John Ciganek (or his nominee) no later than three years after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules) and it is anticipated the Performance Rights will be issued on one date;
- (k) the issue price of the Performance Rights will be nil, as such no funds will be raised from the issue of the Performance Rights;
- (l) a summary of the material terms and conditions of the Employee Securities Incentive Plan is set out in Schedule 2;
- (m) no loan is being made to John Ciganek in connection with the acquisition of the Performance Rights;
- (n) details of any Performance Rights issued under the Employee Securities Incentive 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;

- (o) any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Performance Rights under the Employee Securities Incentive Plan after the Resolution is approved and who were not named in this Notice will not participate until approval is obtained under Listing Rule 10.14; and
- (p) a voting exclusion statement for Resolution 1 is set out in the Agenda for Resolution 1.

2. RESOLUTION 2 – ISSUE OF PERFORMANCE RIGHTS TO THE EXECUTIVE CHAIRMAN

2.1 General

It is proposed that, pursuant to the Employee Securities Incentive Plan and on the terms and conditions set out below in Schedule 1, 2,948,374 Performance Rights are issued to Jurie Wessels.

2.2 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:

- (c) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
- (d) 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. An exception under section 211 applies where the financial benefit constitutes part of the related party's "reasonable remuneration".

The issue of the Performance Rights to Jurie Wessels (or his nominee) constitutes giving a financial benefit and he is a related party of the Company by virtue of being a Director.

It is the view of the Directors that the financial benefit given by granting these Performance Rights constitutes reasonable remuneration to the Directors having regard to:

- the circumstances of the Company; and
- the Directors' roles and responsibilities at the Company.

In light of the above, the Company will rely on the exception contained in section 211(1) of the Corporations Act and is not seeking Shareholder approval pursuant to section 208 of the Corporations Act.

The Company is, however, seeking Shareholder approval for the purposes of section 195(4) of the Corporations Act (as outlined below).

2.3 Section 195(4) of the Corporations Act

Section 195(1) of the Corporations Act provides that a director of a public company may not vote or be present during meetings of directors when matters in which that director holds a “material personal interest” are being considered.

If there is not a quorum of directors who are eligible to vote on a matter because of the operation of section 195(1) of the Corporations Act, one or more directors may call a general meeting and the general meeting may deal with the matter.

Each of the Directors may be considered to have a material personal interest in the outcome of Resolutions 1 – 3, as an issue of Performance Rights is proposed for each Director. In the absence of approval for the purposes of section 195(4) of the Corporations Act, those Directors may not be able to form a quorum at meeting of the Directors to review and approve the issue the Performance Rights contemplated by Resolution 2.

Accordingly, for the avoidance of any doubt, and for the purposes of transparency and best practice corporate governance, the Company also seeks Shareholder approval for the purposes of section 195(4) of the Corporations Act for the issue of Performance Rights proposed under Resolution 2.

2.4 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 of Performance Rights to Jurie Wessels falls within Listing Rule 10.14.1 and therefore requires the approval of Shareholders under Listing Rule 10.14.

Resolution 2 seeks the required Shareholder approval for the issue of the Performance Rights under and for the purposes of Listing Rule 10.14 to Jurie Wessels (or his nominee).

2.5 Technical information required by Listing Rule 14.1A

If Resolution 2 is passed, the Company will be able to proceed with the issue of the Performance Rights to Jurie Wessels under the Employee Securities Incentive Plan 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 of the Performance Rights (because approval is being obtained under Listing Rule 10.14), the issue of the Performance Rights will not use up any of the Company’s 15% annual placement capacity.

If Resolution 2 is not passed, the Company will not be able to proceed with the issue of the Performance Rights to Jurie Wessels under the Employee Securities Incentive Plan.

In these circumstances, the Board will consider and determine appropriate alternative arrangements to remunerate and incentivise the Executive Chairman.

2.6 Technical information required by Listing Rule 10.15

Pursuant to and in accordance with the requirements of Listing Rule 10.15, the following information is provided in relation to Resolution 2:

- (a) the Performance Rights will be issued to Jurie Wessels (or his nominee), who falls within the category set out in Listing Rule 10.14.1, by virtue of him being a Director;
- (b) the maximum number of Performance Rights to be issued to Jurie Wessels (or his nominee) is 2,948,374;
- (c) the current total remuneration package for Jurie Wessels is as follows:

Director	Salary	Superannuation
	\$	\$
Jurie Wessels	180,000	-

If the Performance Rights are issued, the total remuneration package that Jurie Wessels could earn over the Performance Period will increase by the following indicative values based on an assumed 100% probability of the vesting of the Performance Rights determined at the date of this notice (refer to 2.6(h)).

Director	Indicative value
	\$
Jurie Wessels	113,014

There is no guarantee that all Vesting Conditions will be met within the specified Performance Period. The incentive package is considered appropriate as it encompasses long term milestones that are explicitly linked to the strategic and operational goals of Vanadium Resources, being the financing, construction and ultimately production at the Steelpoortdrift Vanadium Project;

- (d) no performance rights have previously been issued to Jurie Wessels under the Employee Securities Incentive Plan;
- (e) a summary of the material terms and conditions of the Performance Rights is set out in Schedule 1;
- (f) the Performance Rights are unquoted performance rights. The Company has chosen to grant the Performance Rights to Jurie Wessels for the following reasons:
 - (i) the Performance Rights are unlisted, therefore the grant of the Performance Rights has no immediate dilutionary impact on Shareholders;
 - (ii) the issue of Performance Rights to Jurie Wessels will align his interests with those of Shareholders through the assignment of long term incentives attached to operational milestones (being the financing, construction and production milestones) for the Company;

- (iii) the issue of the Performance Rights is a reasonable and appropriate method to provide a balanced remuneration package inclusive of long term incentives 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 Jurie Wessels; and
- (iv) it is not considered that there are any significant opportunity costs to the Company or benefits foregone by the Company in granting the Performance Rights on the terms proposed;
- (g) the value attributed by the Company to the Performance Rights proposed to be issued is as follows:

Director	Indicative value
	\$
Jurie Wessels	113,014

- (h) the Company engaged Moore Australia Corporate Finance (WA) Pty Ltd to determine a value for the Related Party Performance Rights an excerpt of which is set out in Schedule 3;
- (i) the Performance Rights will be issued to Jurie Wessels (or his nominee) no later than three years after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules) and it is anticipated the Performance Rights will be issued on one date;
- (j) the issue price of the Performance Rights will be nil, as such no funds will be raised from the issue of the Performance Rights;
- (k) a summary of the material terms and conditions of the Employee Securities Incentive Plan is set out in Schedule 2;
- (l) no loan is being made to Jurie Wessels in connection with the acquisition of the Performance Rights;
- (m) details of any Performance Rights issued under the Employee Securities Incentive Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14; and
- (n) any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Performance Rights under the Employee Securities Incentive Plan after the Resolution (as applicable) is approved and who were not named in this Notice will not participate until approval is obtained under Listing Rule 10.14; and
- (o) a voting exclusion statement for Resolution 2 is set out in the Agenda for Resolution 2.

3. RESOLUTION 3 – ISSUE OF PERFORMANCE RIGHTS TO THE NON-EXECUTIVE DIRECTOR

3.1 General

It is proposed that, pursuant to the Employee Securities Incentive Plan and on the terms and conditions set out below in Schedule 1, 2,211,280 Performance Rights are issued to Michael Davy.

3.2 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. An exception under section 211 applies where the financial benefit constitutes part of the related party's "reasonable remuneration".

The issue of the Performance Rights to Michael Davy (or his nominee) constitutes giving a financial benefit and he is a related party of the Company by virtue of being a Director.

It is the view of the Directors that the financial benefit given by granting these Performance Rights constitutes reasonable remuneration to the Directors having regard to:

- the circumstances of the Company; and
- the Directors' roles and responsibilities at the Company.

In light of the above, the Company will rely on the exception contained in section 211(1) of the Corporations Act and is not seeking Shareholder approval pursuant to section 208 of the Corporations Act.

The Company is, however, seeking shareholder approval for the purposes of section 195(4) of the Corporations Act (as outlined below).

3.3 Section 195(4) of the Corporations Act

Section 195(1) of the Corporations Act provides that a director of a public company may not vote or be present during meetings of directors when matters in which that director holds a "material personal interest" are being considered.

If there is not a quorum of directors who are eligible to vote on a matter because of the operation of section 195(1) of the Corporations Act, one or more directors may call a general meeting and the general meeting may deal with the matter.

Each of the Directors may be considered to have a material personal interest in the outcome of Resolutions 1 – 3, as an issue of Performance Rights is proposed for each Director. In the absence of approval for the purposes of section 195(4) of the Corporations Act, those Directors may not be able to form a quorum at

meeting of the Directors to review and approve the issue the Performance Rights contemplated by Resolution 3.

Accordingly, for the avoidance of any doubt, and for the purposes of transparency and best practice corporate governance, the Company also seeks Shareholder approval for the purposes of section 195(4) of the Corporations Act for the issue of Performance Rights proposed under Resolution 3.

3.4 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 of Performance Rights to Michael Davy falls within Listing Rule 10.14.1 and therefore requires the approval of Shareholders under Listing Rule 10.14.

Resolution 3 seeks the required Shareholder approval for the issue of the Performance Rights under and for the purposes of Listing Rule 10.14 to Michael Davy (or his nominee).

3.5 Technical information required by Listing Rule 14.1A

If Resolution 3 is passed, the Company will be able to proceed with the issue of the Performance Rights to Michael Davy under the Employee Securities Incentive Plan 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 of the Performance Rights (because approval is being obtained under Listing Rule 10.14), the issue of the Performance Rights will not use up any of the Company's 15% annual placement capacity.

If Resolution 3 is not passed, the Company will not be able to proceed with the issue of the Performance Rights to Michael Davy under the Employee Securities Incentive Plan.

In these circumstances, the Board will consider and determine appropriate alternative arrangements to remunerate and incentivise the Company's Non-Executive Director.

3.6 Technical information required by Listing Rule 10.15

Pursuant to and in accordance with the requirements of Listing Rule 10.15, the following information is provided in relation to Resolution 3:

- (a) the Performance Rights will be issued to Michael Davy (or his nominee), who falls within the category set out in Listing Rule 10.14.1, by virtue of him being a Director;

- (b) the maximum number of Performance Rights to be issued to Michael Davy (or his nominee) is 2,211,280;
- (c) the current total remuneration package for Michael Davy is as follows:

Director	Salary	Superannuation
	\$	\$
Michael Davy	36,000	-

If the Performance Rights are issued, the total remuneration package that Michael Davy could earn over the Performance Period will increase by the following indicative values based on an assumed 100% probability of the vesting of the Performance Rights determined at the date of this notice (refer to 2.6(h)).

Director	Indicative value
	\$
Michael Davy	84,760

There is no guarantee that all Vesting Conditions will be met within the specified Performance Period. The incentive package is considered appropriate as it encompasses long term milestones that are explicitly linked to the strategic and operational goals of Vanadium Resources, being the financing, construction and ultimately production at the Steelpoortdrift Vanadium Project;

- (d) no performance rights have previously been issued to Michael Davy under the Employee Securities Incentive Plan;
- (e) a summary of the material terms and conditions of the Performance Rights is set out in Schedule 1;
- (f) the Performance Rights are unquoted performance rights. The Company has chosen to grant the Performance Rights to Michael Davy for the following reasons:
 - (i) the Performance Rights are unlisted, therefore the grant of the Performance Rights has no immediate dilutionary impact on Shareholders;
 - (ii) the issue of Performance Rights to Michael Davy will align his interests with those of Shareholders through the assignment of long term incentives attached to operational milestones (being the financing, construction and production milestones) for the Company;
 - (iii) the issue of the Performance Rights is a reasonable and appropriate method to provide a balanced remuneration package inclusive of long term incentives 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 Michael Davy; and
 - (iv) it is not considered that there are any significant opportunity costs to the Company or benefits foregone by the Company in granting the Performance Rights on the terms proposed;

- (g) the value attributed by the Company to the Performance Rights proposed to be issued is as follows:

Director	Indicative value \$
Michael Davy	84,760

- (h) the Company engaged Moore Australia Corporate Finance (WA) Pty Ltd to determine a value for the Related Party Performance Rights an excerpt of which is set out in Schedule 3;
- (i) the Performance Rights will be issued to Michael Davy (or his nominee) no later than three years after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules) and it is anticipated the Performance Rights will be issued on one date;
- (j) the issue price of the Performance Rights will be nil, as such no funds will be raised from the issue of the Performance Rights;
- (k) a summary of the material terms and conditions of the Employee Securities Incentive Plan is set out in Schedule 2;
- (l) no loan is being made to Michael Davy in connection with the acquisition of the Performance Rights;
- (m) details of any Performance Rights issued under the Employee Securities Incentive Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14; and
- (n) any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Performance Rights under the Employee Securities Incentive Plan after the Resolution (as applicable) is approved and who were not named in this Notice will not participate until approval is obtained under Listing Rule 10.14; and
- (o) a voting exclusion statement for Resolution 3 is set out in the Agenda for Resolution 3.

3.7 Corporate governance

Recommendation 8.2 of the 4th Edition of the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations (**Recommendations**) provides that a listed entity should separately disclose its policies and practices regarding the remuneration of non-executive directors and the remuneration of executive directors and other senior executives. Commentary to Recommendation 8.2 sets out suggested guidelines for the remuneration of executive and non-executive directors, including that non-executive directors should not receive performance-based remuneration.

Mr Michael Davy is a Non-Executive Director. As the Performance Rights are offered subject to specific performance-based conditions (i.e. the Vesting Conditions summarised in Schedule 1 below), the grant of the Performance Rights to the Non-Executive Director is not in line with Recommendation 8.2 of the Recommendations.

Although the grant of the Performance Rights to the Non-Executive Director is not in line with Recommendation 8.2, the Directors consider Performance Rights to be cost effective and an efficient means for the Company to provide a reward and incentive, as opposed to alternative forms of incentives, such as the payment of additional cash consideration that would be necessary for someone with the experience of the Directors, and may from time to time resolve the issue of Performance Rights to the Non-Executive Director, including with performance hurdles, subject to regulatory and Shareholder approval.

The Board considers the proposed issue of Performance Rights to the Non-Executive Director is aligned with the Company's objectives in the short term and the longer term and do not unduly influence the decision making or impartiality of the Company's Non-Executive Director.

GLOSSARY

\$ means Australian dollars.

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.

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

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

Company means Vanadium Resources Limited (ACN 618 307 887).

Constitution means the Company's constitution.

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

Directors means the current directors of the Company.

Employee Securities Incentive Plan means the employee securities incentive plan approved at a general meeting on 29 November 2022.

End Date means the final date for satisfaction of the Vesting Condition related to a tranche of Performance Rights.

Exercise Notice means the notice sent to the Company by a Right Holder to exercise Performance Rights.

Existing Performance Rights means the 15,000,000 existing performance rights issued to John Ciganek under the Employee Securities Incentive Plan, which were approved by the Company's shareholders at the General Meeting held on 12 April 2023.

Explanatory Statement means the explanatory statement accompanying the Notice.

Listing Rules means the Listing Rules of ASX.

Meeting means the meeting convened by the Notice.

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

Performance Period means the period covered by the Vesting Conditions.

Performance Rights means the performance rights proposed to be issued to John Ciganek, Julie Wessels, and Michael Davy under the Employee Securities Incentive Plan, which are the subject of Resolutions 1 – 3 (as applicable).

Proxy Form means the proxy form accompanying the Notice.

Reorganisation means a reorganisation of the share capital of the Company, including consolidation, sub-division, reduction or return.

Resolution means a resolution set out in the Notice.

Right Holder means a holder of Performance Rights.

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

Shareholder means a registered holder of a Share.

Vesting Conditions means the conditions required to be satisfied in order for each tranche of the Performance Rights to vest.

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

SCHEDULE 1 – TERMS AND CONDITIONS OF PERFORMANCE RIGHTS

The terms and conditions attaching to the Performance Rights are set out below:

1. **Entitlement:** Each Performance Right entitles the Right Holder to subscribe for and be issued with one fully paid ordinary share in the Company, on and subject to these terms and conditions.
2. **No payment on grant:** The Right Holder is not required to pay any amount to the Company for the grant of a Performance Right or any issue of Shares thereunder.
3. **Term and expiry:** Each Performance Right will come into effect upon grant and each Performance Right that is not exercised will expire on the earlier of:
 - (a) 5:00pm (WST) on the earlier of the date falling 90 days from satisfaction of the applicable Vesting Condition (defined below) or the expiry of the Performance Period related to the relevant tranche of Performance Rights;
 - (b) the Performance Right is cancelled in accordance with its terms; and
 - (c) the Board determines (acting reasonably) that it is impossible for the Vesting Condition for that Performance Right to be met.
4. **Quotation:**
 - 4.1 The Company will not apply for quotation of the Performance Rights on any stock exchange or licensed financial market, such as the ASX.
 - 4.2 The Company will apply to ASX for quotation of Shares issued on satisfaction of each Vesting Condition and the exercise of the corresponding Performance Rights in accordance with these terms.
5. **Transferability:** A Performance Right is not transferable, unless otherwise determined by the Board.
6. **Vesting Conditions:**
 - 6.1 The Performance Rights will vest in three equal tranches subject to satisfaction of the following conditions, each of which constitutes a "Vesting Condition":

Tranche	Vesting Condition	Performance Period
Tranche 1	Minimum of one year service and 30 day volume weighted average price of the shares of the Company is greater than 15 cents	Within 24 months of the date of grant
Tranche 2	Upon the Company announcing the Final Investment Decision ("FID") for the Steelpoortdrift and Tweefontein vanadium project (the "Project")	Within 24 months of the date of grant
Tranche 3	Upon the Company achieving first commercial production from the Project	Within 36 months of FID

6.2 The Performance Rights will vest and become exercisable by the Right Holder on the satisfaction of the relevant Vesting Condition.

6.3 The Company will notify the Right Holder upon the satisfaction of a Vesting Condition.

7. Expiry and cancellation:

7.1 All Performance Rights which have not vested will automatically lapse and will be cancelled on the End Date.

7.2 All Performance Rights which have vested before the End Date but have not been exercised will be deemed to have been exercised immediately prior to the End Date unless the Right Holder notifies the Company otherwise in writing prior to the issue of Shares.

8. Leaver Provisions

8.1 In relation to Mr Ciganek:

If Mr Ciganek ceases to be an employee of the Company by reason of:

- (a) being a "Bad Leaver";
- (b) providing notice to the Company to terminate the Employment pursuant to clause 14.2 in the ESA, other than due to permanent disability or mental incapacity of the Executive,

unless otherwise determined by the Board (in its sole discretion), all:

- (c) unvested Performance Rights will lapse and be cancelled for nil consideration; and
- (d) vested Performance Rights which have not been exercised in accordance with these terms will convert into Shares and the Right Holder will be deemed to have given an Exercise Notice pursuant to paragraph 10.1 in the ESA.

8.2 For the avoidance of doubt, if Mr Ciganek ceases Employment for any reason other than those detailed in paragraph 8.1 in the ESA, all unvested Performance Rights will not lapse and will not be cancelled upon Mr Ciganek ceasing Employment.

8.3 For the purpose of this paragraph, a "**Bad Leaver**" means termination of Employment by the Company pursuant to clause 14.7 in the ESA.

8.4 In relation to Mr Wessels and Mr Davy, if they cease to be a director or employee of the Company for any reason, then all of the unvested Performance Rights will be automatically forfeited, as per the Plan rules, which are summarised in Schedule 2 below.

9. Exercise

- 9.1 Vested Performance Rights must be exercised by notice in writing to the Company within 90 days from the date of satisfaction of the relevant Vesting Condition.
- 9.2 Any Exercise Notice for a vested Performance Right received by the Company will be deemed to be a notice of the exercise of the Performance Rights specified in that notice as at the date of receipt. Performance Rights may only be exercised in multiples of 10,000 unless fewer than 10,000 Performance Rights are held by the Right Holder, or the Board otherwise agrees.
- 9.3 The Right Holder is not required to pay any exercise price or fee upon the exercise of vested Performance Rights.

10. Issue of Shares

- 10.1 The Company must within five (5) Business Days after the later of the following:
- (a) receiving the Exercise Notice; and
 - (b) when excluded information in respect of the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information. If there is no such information, the relevant date will be the date of receipt of the Exercise Notice,
- the Company will:
- (c) allot and issue the Shares the subject of a valid Exercise Notice;
 - (d) as soon as reasonably practicable and if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
 - (e) apply for official quotation on ASX of Shares issued pursuant to the redemption of the Performance Rights.
- 10.2 The Shares issued upon exercise of a Performance Rights will rank equally in all respects with the Company's fully paid ordinary shares then on issue.

11. Rights of Participation:

- 11.1 *New issues*
- (a) A Performance Right does not confer on the Right Holder any participation or entitlement right inherent in holding Shares or other securities in the Company.
 - (b) A Right Holder will not be entitled to participate in any new issue of Shares or other securities in the Company to shareholders except to the extent that the Right Holder has exercised their vested Performance Rights and been issued new Shares before the record date for determining entitlements to the new issue of Shares or securities and participate as a result of holding

Shares.

- (c) The Company must give the Right Holder notice of any proposed new issue of Shares or other securities in the Company to shareholders, in accordance with the ASX Listing Rules.

11.2 *Bonus or pro rata issue of securities*

- (a) If during the term of any Performance Right, the Company makes a bonus issue or pro rata issue of securities to the shareholders of the Company by way of a rights issue, a Right Holder shall not be entitled to participate in the rights issue in respect of any Performance Rights, only in respect of Shares issued in respect of vested Performance Rights.
- (b) A Right Holder will not be entitled to any adjustment to the number of Shares they are entitled to, or adjustment to the number of Performance Rights, as a result of the Company undertaking a rights issue.

12. **Reorganisations:** If there is a reorganisation (including consolidation, sub-division, reduction or return) of the share capital of the Company, then:

- (a) the rights of the Right Holder (including the number of Performance Rights to which the Right Holder is entitled) will be adjusted in accordance with the Listing Rules applicable at the date of the Reorganisation;
- (b) any calculations or adjustments which are required to be made will be made by the Board (acting reasonably) and will, in the absence of manifest error, be final and conclusive and binding on the Company and the Right Holder; and
- (c) the Company must, within a reasonable period, give to the Right Holder notice of any change to the number of Shares for which the Right Holder is entitled to subscribe for on exercise of vested Performance Rights and other changes to the Performance Rights as required by the Listing Rules.

13. **Change of control:** For the purposes of these terms and conditions, a "Change of Control Event" occurs if:

- (a) the Company announces that its Shareholders have at a Court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, or any reconstruction, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the Court, by order, approves the scheme of arrangement;
- (b) a Takeover Bid (as defined under the Corporations Act):
 - i. is announced;
 - ii. has become unconditional; and
 - iii. the person making the Takeover Bid has a Relevant Interest in fifty percent (50%) or more of the issued Shares; or
- (c) any person acquires a Relevant Interest in fifty and one-tenths percent (50.1%) or more of the issued Shares by any other means.

Where "**Relevant Interest**" has the meaning provided in sections 608 and 609 of the Corporations Act 2001.

Where a Change of Control Event has occurred, all granted Performance Rights which have not yet vested or lapsed shall automatically and immediately vest, regardless of whether any Vesting Conditions have been satisfied .

- 14. Voting:** A Performance Right does not confer on the Right Holder any right to vote on any resolution proposed at a general meeting of the Company, except and only to the extent required by applicable law.
- 15. Dividends:** A Performance Right does not confer on the Right Holder any right to receive a dividend declared by the Company, whether fixed or at the discretion of the Directors.
- 16. Returns of capital and winding-up:** A Performance Right does not confer on the Right Holder any right to:
 - (a) any right to a return of capital by the Company, whether on winding-up of the Company, a reduction of capital or otherwise; or
 - (b) participate in the surplus profits or assets of the Company on winding-up of the Company.
- 17. Legal and regulatory requirements**
 - 17.1 Conflict:** If these terms and conditions conflict with or do not comply with the Corporations Act, the Listing Rules or the Constitution, the Right Holder authorises the Company to do anything necessary to rectify such conflict or non-compliance, including but not limited to amending these terms and conditions to minimum extent necessary to remedy such conflict or non-compliance.
 - 17.2 Governing law:** These terms of the Performance Rights, and the rights and obligations of the Right Holder, are governed by the laws of Western Australia.

SCHEDULE 2 – TERMS AND CONDITIONS OF EMPLOYEE SECURITIES INCENTIVE 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> <ul style="list-style-type: none"> (a) assist in the reward, retention and motivation of Eligible Participants; (b) link the reward of Eligible Participants to Shareholder value creation; and (c) 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 and Performance Rights (Securities).
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 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 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	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>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).
Vesting of Convertible Securities	<p>Any vesting conditions which must be satisfied before Convertible Securities can be exercised and converted to Shares 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 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 Convertible Security will lapse.</p>
Exercise of Convertible Securities and cashless exercise	<p>To exercise a Convertible Security, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Convertible Securities (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 Security (if subject to vesting conditions) and prior to the expiry date as set out in the invitation or vesting notice.</p> <p>An invitation may specify that at the time of exercise of the Convertible Securities, the 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 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>A Convertible Security may not be exercised unless and until that Convertible 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>As soon as practicable after the valid exercise of a Convertible Security by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.</p>

Restrictions on dealing with Convertible Securities	<p>A holder may not sell, assign, transfer, grant a security interest over or otherwise deal with a Convertible Security that has been granted to them unless otherwise determined by the Board. 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> <p>However, in Special Circumstances as defined under the Plan (including in the case of death or total or permanent disability of the Participant) a Participant may deal with Convertible Securities granted to them under the Plan with the consent of the Board.</p>
Listing of Convertible Securities	<p>A Convertible Security 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 an Option granted under the Plan on the ASX or any other recognised exchange.</p>
Forfeiture of Convertible Securities	<p>Convertible Securities will be forfeited in the following circumstances:</p> <ul style="list-style-type: none"> (a) where a Participant who holds Convertible Securities ceases to be an Eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Group), all unvested Convertible Securities will automatically be forfeited by the Participant; (b) where a Participant acts fraudulently or dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group; (c) where there is a failure to satisfy the vesting conditions in accordance with the Plan; (d) on the date the Participant becomes insolvent; or (e) on the Expiry Date. <p>Notwithstanding clauses a – e (inclusive), the Board may decide (on any conditions which it thinks fit) that some or all of the Participant's Convertible Securities will not be forfeited at that time, but will be forfeited at the time and subject to the conditions it may specify by written notice to the participant.</p>
Change of control	<p>If a change of control event occurs, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the holder's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the holder to participate in and/or benefit from any transaction arising from or in connection with the change of control event.</p>
Adjustment of Convertible Securities	<p>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 Participant holding Convertible Securities will be changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.</p>

	<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 holder of Convertible Securities 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.</p> <p>Unless otherwise determined by the Board, a holder of Convertible Securities does not have the right to participate in a pro rata issue of Shares made by the Company or sell renounceable rights.</p>
Plan Shares	<p>The Board may, from time to time, make an invitation to an Eligible Participant to acquire Plan Shares under the Plan. The Board will determine in its sole absolute discretion the acquisition price (if any) for each Plan Share which may be nil. The Plan Shares may be subject to performance hurdles and/or vesting conditions as determined by the Board.</p> <p>Where Plan Shares granted to a Participant are subject to performance hurdles and/or vesting conditions, the Participant's Plan Shares will be subject to certain restrictions until the applicable performance hurdles and/or vesting conditions (if any) have been satisfied, waived by the Board or are deemed to have been satisfied under the Rules.</p>
Rights attaching to Plan Shares	<p>All Shares issued or transferred under the Plan or issued or transferred to a Participant upon the valid exercise of a Convertible Security, (Plan Shares) will rank equally in all respects with the Shares of the same class for the time being on issue except for any rights attaching to the Shares by reference to a record date prior to the date of the allotment or transfer of the Plan Shares. A Participant will be entitled to any dividends declared and distributed by the Company on the Plan Shares and may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares. A Participant may exercise any voting rights attaching to Plan Shares.</p>
Disposal restrictions on Plan Shares	<p>If the invitation provides that any Plan Shares are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.</p> <p>For so long as a Plan Share is subject to any disposal restrictions under the Plan, the Participant will not:</p> <ul style="list-style-type: none"> (a) transfer, encumber or otherwise dispose of, or have a security interest granted over that Plan Share; or (b) take any action or permit another person to take any action to remove or circumvent the disposal restrictions without the express written consent of the Company.
General Restrictions on Transfer of Plan Shares	<p>If the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Plan Shares issued under the Plan (including on exercise of 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 Act.</p>

	<p>Restrictions are 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. These laws may restrict the acquisition or disposal of Shares by you during the time the holder has such information.</p> <p>Any Plan Shares issued to a holder under the Plan (including upon exercise of Convertible Securities) shall be subject to the terms of the Company's Securities Trading Policy.</p>
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.
Maximum number of Securities	The Company will not make an invitation under the Plan which involves monetary consideration if the number of Plan 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) – refer to Resolution 7 and Section 7.1).
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 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 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 Participants.</p> <p>If a Participant and the Company (acting by the Board) agree in writing that some or all of the Securities granted to that 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 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.

SCHEDULE 3 – VALUATION OF PERFORMANCE RIGHTS

The Performance Rights to be issued to the Directors pursuant to Resolution 1 to 3. Tranche 1 to 3 have been valued by Moore Australia Corporate Finance (WA) Pty Ltd using a trinomial valuation model for each Tranche of the Performance Rights.

Directors/Employee	John Ciganek	Jurie Wessels	Michael Davy
Share price at valuation date	\$0.046	\$0.046	\$0.046
Exercise price	-	-	-
Expiry	Tranche 1&2 – 24 months from the issue date. Tranche 3 – 36 month after proposed FID announcement date	Tranche 1&2 – 24 months from the issue date. Tranche 3 – 36 month after proposed FID announcement date	Tranche 1&2 – 24 months from the issue date. Tranche 3 – 36 month after proposed FID announcement date
Expected volatility	94.09% for all classes	94.09% for all classes	94.09% for all classes
Risk Free Interest Rate	3.73% for all classes	3.73% for all classes	3.73% for all classes
Dividend yield	Nil	Nil	Nil
Value of Tranche 1 Performance Rights	\$0.023 per instrument	\$0.023 per instrument	\$0.023 per instrument
Value of Tranche 2 Performance	\$0.046 per instrument	\$0.046 per instrument	\$0.046 per instrument
Value of Tranche 3 Performance	\$0.046 per instrument	\$0.046 per instrument	\$0.046 per instrument

Your proxy voting instruction must be received by **03.00pm (AWST) on Monday, 27 May 2024**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

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

YOUR NAME AND ADDRESS

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

STEP 1 – APPOINT A PROXY

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

DEFAULT TO THE CHAIR OF THE MEETING

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

Lodging your Proxy Voting Form:

Online

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

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



BY MAIL:

Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:

Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:

meetings@automicgroup.com.au

BY FACSIMILE:

+61 2 8583 3040

All enquiries to Automic:

WEBSITE:

<https://automicgroup.com.au/>

PHONE:

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

