



HIREMII LIMITED

ACN 642 994 214

NOTICE OF GENERAL MEETING

**A general meeting of the Company will be held at
10.00am (AWST) on Monday, 15 September 2025 at the Ground Floor Meeting
Room, 251 St George's Terrace, Perth, Western Australia**

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 accountant, solicitor or other professional adviser prior to voting.

Shareholders may vote by directed proxy in lieu of attending the Meeting in person. Proxy Forms for the Meeting should be lodged before 10.00am (AWST) on Saturday, 13 September 2025.

Shareholders can also submit, and are encouraged to submit, any questions in advance of the Meeting by emailing the questions to info@hiremii.com by no later than 5.00pm (AWST) on 10 September 2025.

Should you wish to discuss any matter please do not hesitate to contact the Company at info@hiremii.com or by telephone on +61 2 7259 1501.

HIREMII LIMITED
ACN 642 994 214

NOTICE OF GENERAL MEETING

Notice is hereby given that a general meeting of Shareholders of Hiremii Limited (**Company**) will be held at 10.00am (AWST) on Monday, 15 September 2025 at the Ground Floor Meeting Room, 251 St George's Terrace, Perth, Western Australia (**Meeting**).

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

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on Saturday, 13 September 2025 at 10.00am (AWST).

Terms and abbreviations used in this Notice and the Explanatory Memorandum will, unless the context requires otherwise, have the meaning given to them in Schedule 1.

AGENDA

1 Resolution 1 – Re-election of Ms Ying Yi (Sophie) Chen as a Director

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

"That, pursuant to and in accordance with Listing Rule 14.4, article 7.3(i) of the Constitution and for all other purposes, Ms Ying Yi (Sophie) Chen, who was appointed as an addition to the Board on 31 October 2024, retires and being eligible is re-elected as a Director on the terms and conditions in the Explanatory Memorandum."

2 Resolution 2 – Ratification of Placement Shares issued under Listing Rule 7.1A

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

"That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of 10,000,000 Shares under Listing Rule 7.1A at an issue price of \$0.06 per Share on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who participated in the Placement or an associate of that person.

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

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

- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairperson to vote on this Resolution as the Chairperson decides; or
- (c) a holder acting in a nominee, trustee 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 this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

3 Resolution 3 – Ratification of Placement Options issued under Listing Rule 7.1

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

"That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of 3,333,333 Placement Options under Listing Rule 7.1 on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who participated in the Placement or an associate of that person.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way;
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairperson to vote on this Resolution as the Chairperson decides; or
- (c) a holder acting in a nominee, trustee 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 this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

4 Resolution 4 – Ratification of Lead Manager Shares issued under Listing Rule 7.1

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

"That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of 750,000 Shares to Sequoia Corporate Finance Pty Ltd (and/or its nominees) on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Sequoia Corporate Finance Pty Ltd (and/or its nominees) or its associates.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way;
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairperson to vote on this Resolution as the Chairperson decides; or
- (c) a holder acting in a nominee, trustee 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 this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

5 Resolution 5 – Ratification of Investor Relations Performance Rights issued under Listing Rule 7.1

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

"That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of 2,000,000 Performance Rights to Calaite Capital Pty Ltd (and/or its nominees) under Listing Rule 7.1 on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Calaite Capital Pty Ltd (and/or its nominees) or its associates.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way;
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairperson to vote on this Resolution as the Chairperson decides; or
- (c) a holder acting in a nominee, trustee 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 this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

6 Resolution 6 – Ratification of Investor Relations Shares issued under Listing Rule 7.1

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

"That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 1,000,000 Shares to Calait Capital Pty Ltd (and/or its nominees) under Listing Rule 7.1 on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Calait Capital Pty Ltd (and/or its nominees) or its associates.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way;
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairperson to vote on this Resolution as the Chairperson decides; or
- (c) a holder acting in a nominee, trustee 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 this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

7 Resolution 7 – Ratification of Consideration Shares issued under Listing Rule 7.1

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

"That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of 3,957,029 Shares to Gaogao Group Pty Ltd (and/or its nominee) on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Gaogao Group Pty Ltd (and/or its nominee) or its associates.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way;
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairperson to vote on this Resolution as the Chairperson decides; or
- (c) a holder acting in a nominee, trustee 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 this Resolution; and
- (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

8 Resolution 8 – Ratification of Consideration Performance Rights issued under Listing Rule 7.1

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

"That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 6,072,771 Performance Rights to Gaogao Group Pty Ltd (and/or its nominee) on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Gaogao Group Pty Ltd (and/or its nominee) or its associates.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way;
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairperson to vote on this Resolution as the Chairperson decides; or
- (c) a holder acting in a nominee, trustee 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 this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

9 Resolution 9 – Issue of Director Performance Rights to Mr Andrew Hornby under the Employee Incentive Plan

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

"That, pursuant to and in accordance with Listing Rule 10.14 and for all other purposes, Shareholders approve the issue of up to 461,440 Performance Rights to Mr Andrew Hornby (and/or his nominee(s)), under the Employee Incentive Plan on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of the Resolution by or on behalf of a person referred to in Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Employee Incentive Plan 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 proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairperson to vote on this Resolution as the Chairperson decides; or
- (c) a holder acting in a nominee, trustee 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 this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition

In accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and:

- (a) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or
- (b) the person appointed as proxy is the Chairperson and the appointment does not specify how the Chairperson is to vote but expressly authorises the Chairperson to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

10 Resolution 10 – Approval of Employee Incentive Plan

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

*"That, pursuant to and in accordance with Listing Rule 7.2, exception 13(b) and for all other purposes, Shareholders authorise and approve the renewal of the Company's Employee Incentive Plan (**Plan**) on the terms and conditions in the Explanatory Memorandum."*

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who is eligible to participate in the Plan or an associate of that person.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairperson to vote on this Resolution as the Chairperson decides; or
- (c) a holder acting in a nominee, trustee 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 this Resolution; and
- (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition

In accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and:

- (a) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or
- (b) the person appointed as proxy is the Chairperson and the appointment does not specify how the Chairperson is to vote but expressly authorises the Chairperson to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

Dated: 14 August 2025

By order of the Board



Susan Park
Company Secretary

For personal use only

HIREMII LIMITED
ACN 642 994 214

EXPLANATORY MEMORANDUM

1 Introduction

This Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting.

This Explanatory Memorandum should be read in conjunction with and forms part of the Notice. This Explanatory Memorandum contains the terms and conditions on which the Resolutions will be voted.

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

| | |
|------------|-----------------------------------------------------------------------------------------------------------|
| Section 2 | Action to be taken by Shareholders |
| Section 3 | Background |
| Section 4 | Resolution 1 – Re-election of Ms Ying Yi (Sophie) Chen as a Director |
| Section 5 | Resolution 2 - Ratification of Placement Shares issued under Listing Rule 7.1A |
| Section 6 | Resolution 3 – Ratification of Placement Options issued under Listing Rule 7.1 |
| Section 7 | Resolution 4 – Ratification of Lead Manager Shares issued under Listing Rule 7.1 |
| Section 8 | Resolution 5 – Ratification of Investor Relations Performance Rights issued under Listing Rule 7.1 |
| Section 9 | Resolution 6 – Ratification of Investor Relations Shares issued under Listing Rule 7.1 |
| Section 10 | Resolution 7 – Ratification of Consideration Shares issued under Listing Rule 7.1 |
| Section 11 | Resolution 8 – Ratification of Consideration Performance Rights issued under Listing Rule 7.1 |
| Section 12 | Resolution 9 – Issue of Director Performance Rights to Mr Andrew Hornby under the Employee Incentive Plan |
| Section 13 | Resolution 10 – Approval of Employee Incentive Plan |
| Schedule 1 | Definitions |
| Schedule 2 | Terms and Conditions of Placement Options |
| Schedule 3 | Terms and Conditions of Investor Relations Performance Rights |

| | |
|------------|----------------------------------------------------------|
| Schedule 4 | Terms and Conditions of Consideration Performance Rights |
| Schedule 5 | Terms and Conditions of Director Performance Rights |
| Schedule 6 | Summary of Employee Incentive Plan |

A Proxy Form is enclosed with this Explanatory Memorandum.

2 Action to be taken by Shareholders

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

The Company advises that a poll will be conducted for all Resolutions.

2.1 Proxies

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

Please note that:

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

If a Shareholder appoints a body corporate as its proxy and the body corporate wishes to appoint an individual as its representative, the body corporate should provide that person with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as that body corporate's representative. The authority may be sent to the Company or its share registry in advance of the Meeting or handed in at the Meeting when registering as a corporate representative.

Proxy Forms must be received by the Company no later than 10.00am (AWST) on Saturday, 13 September 2025, being at least 48 hours before the Meeting. Proxy Forms received later than this time will be invalid.

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

2.2 Attendance at Meeting

Shareholders can submit any questions in advance of the Meeting by emailing the questions to info@hiremii.com by no later than 5.00pm (AWST) on 10 September 2025.

If it becomes necessary or appropriate to make alternative Meeting arrangements to those detailed in the Notice, Shareholders will be updated via the ASX announcements platform and on the Company's website at www.hiremii.com.

3 Background

3.1 Placement

On 18 September 2024, the Company announced that it had received commitments from professional and sophisticated investors to raise \$600,000 (before costs) (**Placement**) via the issue of 10 million Shares (**Placement Shares**) with one (1) free attaching Option for every three (3) Shares subscribed for (**Placement Option**). The Placement Options have an exercise price of \$0.07 and an expiry date of two (2) years from the date of issue.

The Placement Shares were issued on 2 October 2024 under Listing Rule 7.1A and the Placement Options were issued on 2 October 2024 under Listing Rule 7.1.

Proceeds from the Placement have been utilised for continued development of the Hiremii AI driven recruitment platform, expansion of recruitment service and general working capital. Refer to the Company's ASX announcement on 18 September 2024 for further details on the Placement.

Sequoia Corporate Finance Pty Ltd acted as the lead manager to the Placement (**Lead Manager**) and the Company issued 750,000 Shares to the Lead Manager (and/or its nominees) (**Lead Manager Shares**) as part consideration of the lead manager services provided by the Lead Manager in connection with the Placement.

Resolution 2 seeks Shareholder approval to ratify the prior issue of the Placement Shares.

Resolution 3 seeks Shareholder approval to ratify the prior issue of the Placement Options

Resolution 4 seeks Shareholder approval to ratify the prior issue of the Lead Manager Shares.

3.2 Investor Relations Services Agreement

The Company and Calaite Capital Partners Pty Ltd (ACN 621 233 985) (**Calaite Capital**) entered into a services agreement (**Services Agreement**) pursuant to which the Company engaged Calaite Capital to provide client investor relationship management services. Refer to the Company's ASX announcement on 18 September 2024 for further details on the Services Agreement.

Pursuant to the Services Agreement, the Company issued, as part of the consideration, 3,000,000 Performance Rights to Calaite Capital (and/or its nominee(s)).

In November 2024, 1,000,000 Performance Rights (**Vested Performance Rights**) were converted into Shares following satisfaction of the first tranche vesting condition of the Company achieving a closing share price of \$0.055 per Share.

As at the date of this Notice, 2,000,000 Performance Rights (**Investor Relations Performance Rights**) remain on issue and have the terms and conditions detailed in Schedule 3.

Resolution 5 seeks Shareholder approval to ratify the prior issue of Investor Relations Performance Rights and Resolution 6 seeks Shareholder approval to ratify the prior issue of 1,000,000 Shares to Calaite Capital (and/or its nominee(s)) following the conversion of the Vested Performance Rights (**Investor Relations Shares**).

3.3 Acquisition of Prince Migration

In July 2025, the Company entered into a binding share purchase agreement (**Share Purchase Agreement**) to acquire 100% of the issued share capital in Prince Migration & Education Pty Ltd (**Prince Migration**) (**Transaction**) from Gaogao Group Pty Ltd (**Seller**). Completion of the Transaction occurred on 1 August 2025.

Pursuant to the Share Purchase Agreement, the Company will issue to the Seller as consideration:

- (a) 3,957,029 Shares (**Consideration Shares**); and
- (b) Performance Rights (**Consideration Performance Rights**), comprising:

| Class | Number of Performance Rights | Performance Milestone | Expiry Date |
|-------|------------------------------|-------------------------------------------------------------------------------|------------------|
| A | 2,697,771 | Prince Migration achieving EBIT of \$115,000 for the year ended 30 June 2026. | 31 December 2026 |
| B | 1,875,000 | Prince Migration achieving EBIT of \$340,000 for the year ended 30 June 2027. | 31 December 2027 |
| C | 1,500,000 | Prince Migration achieving EBIT of \$600,000 for the year ended 30 June 2028. | 31 December 2028 |

(together, the **Consideration**)

The Consideration Shares are subject to a 12-month voluntary escrow period commencing from the date of issue.

Refer to the Company's ASX announcements on 9 July 2025 for further details in respect to the Transaction.

Resolution 7 seeks Shareholder approval to ratify the issue of the Consideration Shares and Resolution 8 seeks Shareholder approval to ratify the issue of the Consideration Performance Rights.

4 Resolution 1 – Re-election of Ms Ying Yi (Sophie) Chen as a Director

4.1 General

In accordance with Listing Rule 14.4, a director appointed as an addition to a board of a company must not hold office (without re-election) past the next annual general meeting of the company.

Article 7.2(b) of the Constitution allows the Directors to appoint a person as an addition to the Board at any time, provided that the total number of Directors does not exceed the maximum number specified in the Constitution. Article 7.3(i) of the Constitution provides that a Director appointed under article 7.2(b) of the Constitution may retire at the next meeting of Shareholders and is eligible for election at that meeting.

Ms Ying Yi (Sophie) Chen, Non-Executive Director, was appointed on 31 October 2024 as an addition to the Board. Resolution 1 provides that Ms Chen retires from office and seeks re-election as a Director.

Ms Chen has over a decade of experience in banking and capital markets across several industries, working in corporate mergers and acquisitions, restructurings, and capital raising. Ms Chen focuses on optimising operational efficiency through creating strategic partnerships, driving profitability and value creation with a unique cross-industry perspective and an extensive financial network.

Resolution 1 is an ordinary resolution.

The Chairperson intends to exercise all available proxies in favour of Resolution 1.

4.2 Board recommendation

Based on Ms Chen's skills and experience, the Board (excluding Ms Chen) supports the election of Ms Chen and recommends that Shareholders vote in favour of Resolution 1.

5 Resolution 2 – Ratification of Placement Shares issued under Listing Rule 7.1A

5.1 General

Refer to Section 3.1 for details of the Placement.

Resolution 2 seeks Shareholder ratification and approval pursuant to Listing Rule 7.4 (and for all other purposes) for the prior issue of 10,000,000 Shares to the Placement participants under Listing Rule 7.1A.

Resolution 2 is an ordinary resolution.

The Chairperson intends to exercise all available proxies in favour of Resolution 2.

5.2 Listing Rule 7.4

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 securities it had on issue at the start of that period (**15% Placement Capacity**).

In addition to its 15% Placement Capacity, the Company has obtained Shareholder approval pursuant to Listing Rule 7.1A at its 2024 annual general meeting to issue Equity Securities up to 10% of its issued share capital through placements over a 12-month period after the Company's 2024 annual general meeting, without needing prior Shareholder approval (**10% Additional Placement Capacity**).

Listing Rule 7.4 provides that if the Company in general meeting ratifies the previous issue of Equity Securities made pursuant to Listing Rule 7.1 or Listing Rule 7.1A (and provided that the previous issue did not breach Listing Rule 7.1 or Listing Rule 7.1A) those Equity Securities will be deemed to have been made with Shareholder approval for the purpose of Listing Rule 7.1 or Listing Rule 7.1A.

The Company wishes to retain as much flexibility as possible to issue additional Equity Securities into the future up to the 10% Additional Placement Capacity set out in Listing Rule 7.1A without the requirement to obtain prior to Shareholder approval.

If Resolution 2 is passed, the issue of the Placement Shares will be excluded in calculating the Company's 10% Additional Placement Capacity under Listing Rule 7.1A, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the issue of the Placement Shares

If Resolution 2 is not passed, the issue of the Placement Shares will be included in calculating the Company's 10% Additional Placement Capacity under Listing Rule 7.1A, effectively decreasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the issue of the Placement Shares.

5.3 Specific information required by Listing Rule 7.5

The following information must be provided to Shareholders for the purposes of obtaining Shareholder approval:

- (a) the Placement Shares were issued to institutional, professional and sophisticated investors identified by the Lead Manager. None of the investors who participated in the Placement were related parties, Key Management Personnel, substantial Shareholders or advisers of the Company or an associate of those persons;
- (b) the Placement Shares were issued on 2 October 2024 pursuant to the Company's 10% Additional Placement Capacity;
- (c) the Placement Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respect with the existing Shares on issue;
- (d) the Placement Shares were issued at an issue price of \$0.06 per Shares, raising approximately \$600,000 (before costs);

- (e) proceeds raised from the Placement have been utilised as detailed in Section 3.1;
- (f) the Placement Shares were issued under short form subscription letters pursuant to which the Placement participants agreed to subscribe for Shares at an issue price of \$0.06 per Share with one (1) free attaching Option for every three (3) Shares subscribed for; and
- (g) a voting exclusion statement is included in the Notice for Resolution 2.

5.4 **Director Recommendation**

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

6 Resolution 3 – Ratification of Placement Options issued under Listing Rule 7.1

6.1 **General**

Refer to Section 3.1 for details of the Placement.

Resolution 3 seeks Shareholder ratification and approval pursuant to Listing Rule 7.4 for the prior issue of 3,333,333 Options to the Placement participants under Listing Rule 7.1.

Resolution 3 is an ordinary resolution.

The Chairperson intends to exercise all available proxies in favour of Resolution 3.

6.2 **Listing Rule 7.4**

Refer to Section 5.2 for a summary of Listing Rule 7.4.

If Resolution 3 is passed, the issue of the Placement Options will be excluded in calculating the Company's 15% Placement Capacity under Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12 months period following the issue of the Placement Options.

If Resolution 3 is not passed, the issue of the Placement Options will be included in calculating the Company's 15% Placement Capacity under Listing Rule 7.1, effectively decreasing the number of Equity Securities it can issue without Shareholder approval over the 12 months period following the issue of the Placement Options.

6.3 **Specific information required by Listing Rule 7.5**

The following information must be provided to Shareholders for the purposes of obtaining Shareholder approval:

- (a) the Placement Options were issued to institutional, professional and sophisticated investors identified by the Lead Manager. None of the investors who participated in the Placement were related parties, Key Management Personnel, substantial Shareholders or advisers of the Company or an associate of those persons;
- (b) the Placement Options were issued on 2 October 2024 under the Company's 15% Placement Capacity;
- (c) the Placement Options have an exercise price of \$0.07 each and expire 2 years from the date they are issued. The terms and conditions of the Placement Options are detailed in Schedule 2;
- (d) the Shares to be issued on exercise of the Placement Options will be fully paid ordinary shares in the capital of the Company and rank equally in all respect with the existing Shares on issue;
- (e) the Placement Options were issued for nil consideration and no funds were raised from the issue of the Placement Options as they were issued on a free attaching basis to the Placement Shares;

- (f) the Placement Options were issued under short form subscription letters pursuant to which the Placement participants subscribed for Shares at an issue price of \$0.06 per Share with one (1) free attaching Option for every three (3) Shares subscribed for; and
- (g) a voting exclusion statement is included in the Notice for Resolution 3.

6.4 **Board Recommendation**

The Board recommends that Shareholders vote in favour of Resolution 3.

7 **Resolution 4 - Ratification of Lead Manager Shares issued under Listing Rule 7.1**

7.1 **General**

Refer to Section 3.1 for details of the Placement.

Resolution 4 seeks Shareholder ratification and approval pursuant to Listing Rule 7.4 for the prior issue of the Lead Manager Shares.

Resolution 4 is an ordinary resolution.

The Chairperson intends to vote all available proxies in favour of Resolution 4.

7.2 **Listing Rule 7.4**

Refer to Section 5.2 for a summary of Listing Rule 7.4.

If Resolution 3 is passed, the Lead Manager Shares will be excluded in calculating the Company's 15% Placement Capacity under Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12 months period following the issue of the Lead Manager Shares.

If Resolution 3 is not passed, the Lead Manager Shares will be included in calculating the Company's 15% Placement Capacity under Listing Rule 7.1, effectively decreasing the number of Equity Securities it can issue without Shareholder approval over the 12 months period following the issue of the Lead Manager Shares.

7.3 **Specific information required by Listing Rule 7.5**

The following information must be provided to Shareholders for the purposes of obtaining Shareholder approval:

- (a) the Lead Manager Shares were issued to the Sequoia Corporate Finance Pty Ltd (and/or its nominees);
- (b) the Lead Manager Shares were issued on 2 October 2024 pursuant to the Company's 15% Placement Capacity;
- (c) the Lead Manager Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respect with the existing Shares on issue;
- (d) the Lead Manager Shares were issued for nil consideration as part consideration for lead manager services provided by the Lead Manager in connection with the Placement and no funds were raised from the issue of the Lead Manager Shares;
- (e) the Lead Manager Shares were issued pursuant to a mandate pursuant to which the Company agreed to pay the Lead Manager a capital raising fee of 6% of the total funds raised under the Placement, of which 1% was paid in cash and the remaining 5% of which was paid via the issue of the Lead Manager Shares; and
- (f) a voting exclusion statement is included in Notice for Resolution 4.

7.4 Board Recommendation

The Board recommends that Shareholders vote in favour of Resolution 4.

8 Resolution 5 – Ratification of Investor Relations Performance Rights under Listing Rule 7.1

8.1 General

Refer to Section 3.2 for details of the Services Agreement.

Resolution 5 seeks Shareholder ratification and approval pursuant to Listing Rule 7.4 for the prior issue of the Investor Relations Performance Rights.

The terms and conditions of the Investor Relations Performance Rights, including the Vesting Conditions and expiry date, are detailed in Schedule 3.

Resolution 5 is an ordinary resolution.

The Chairperson intends to vote all available proxies in favour of Resolution 5.

8.2 Listing Rule 7.4

Refer to Section 5.2 for a summary of Listing Rule 7.4.

If Resolution 5 is passed, the issue of the Investors Relations Performance Rights will be excluded in calculating the Company's 15% Placement Capacity under Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the issue of the Investor Relations Performance Rights.

If Resolution 5 is not passed, the issue of the Investors Relations Performance Rights will be included in calculating the Company's 15% Placement Capacity under Listing Rule 7.1, effectively decreasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the issue of the Investor Relations Performance Rights.

8.3 Specific information required under Listing Rule 7.5

The following information must be provided to Shareholders for the purposes of obtaining Shareholder approval:

- (a) the Investor Relations Performance Rights were issued to Calaité Capital (and/or its nominees);
- (b) the Investor Relations Performance Rights were issued under the Company's 15% Placement Capacity in Listing Rule 7.1;
- (c) the Investor Relations Performance Rights were issued on 2 October 2024 pursuant to the Company's 15% Placement Capacity;
- (d) the Investor Relations Performance Rights have the terms and conditions detailed in Schedule 3;
- (e) the Shares to be issued on conversion of the Investor Relations Performance Rights are fully paid ordinary shares in the capital of the Company and rank equally in all respect with the existing Shares on issue;
- (f) the Investor Relations Performance Rights were issued for nil consideration as part consideration for investor relations services provided by Calaité Capital and no funds were raised from the issue of the Investor Relations Performance Rights;
- (g) the Investor Relations Performance Rights were issued pursuant to the Services Agreement, pursuant to which the Company agreed to pay, subject to any fee adjustments, an advisory fee of \$174,000 and performance fee comprising the 3,000,000 Investor Relations

Performance Rights. The Services Agreement contains customary terms of services agreements; and

(h) a voting exclusion statement is included in the Notice for Resolution 5.

8.4 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 5.

9 Resolution 6 – Ratification of Investor Relations Shares issued under Listing Rule 7.1

9.1 General

Refer to Section 3.2 for details of the Services Agreement.

Resolution 6 seeks Shareholder ratification and approval pursuant to Listing Rule 7.4 for the prior issue of the Investor Relations Shares.

As detailed in Section 3.2, the Company issued the Investor Relations Shares following the satisfaction of the first vesting condition.

The vesting condition of the Vested Performance Rights is detailed below:

| Number of Performance Rights | Vesting Conditions | Expiry Date |
|------------------------------|--------------------------------------------------------------------------------------------------|-------------------|
| 1,000,000 | The Company achieving a closing share price of \$0.055 per Share on or before 14 September 2025. | 14 September 2025 |

Resolution 6 is an ordinary resolution.

The Chairperson intends to vote all available proxies in favour of Resolution 6.

9.2 Listing Rule 7.4

Refer to Section 5.2 for a summary of Listing Rule 7.4.

If Resolution 6 is passed, the issue of the Investor Relations Shares will be excluded in calculating the Company's 15% Placement Capacity under Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the issue of the Investor Relations Shares.

If Resolution 6 is not passed, the issue of the Investor Relations Shares will be included in calculating the Company's 15% Placement Capacity under Listing Rule 7.1, effectively decreasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the issue of the Investor Relations Shares.

9.3 Specific information required under Listing Rule 7.5

The following information must be provided to Shareholders for the purposes of obtaining Shareholder approval:

- (a) the Investor Relations Shares were issued to Calaité Capital (and/or its nominees);
- (b) the Investor Relations Shares were issued under the Company's 15% Placement Capacity in Listing Rule 7.1;
- (c) the Investor Relations Shares were issued on 7 November 2024 pursuant to the Company's 15% Placement Capacity;

- (d) the Investor Relations Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respect with the existing Shares on issue;
- (e) the Investor Relations Shares were issued for nil consideration as the Investor Relations Shares were issued on conversion of the Vested Performance Rights and no funds were raised from the issue of the Investor Relations Shares;
- (f) the Vested Performance Rights were issued pursuant to the Services Agreement, pursuant to which the Company agreed to pay, subject to any fee adjustments, an advisory fee of \$174,000 and performance fee comprising the Investor Relations Performance Rights and the Vested Performance Rights. The Services Agreement contains customary terms of services agreements; and
- (g) a voting exclusion statement is included in the Notice for Resolution 6.

9.4 **Board recommendation**

The Board recommends that Shareholders vote in favour of Resolution 6.

10 **Resolution 7 – Ratification of Consideration Shares issued under Listing Rule 7.1**

10.1 **General**

Refer to Section 3.3 for details of the acquisition of Prince Migration.

Resolution 7 seeks Shareholder ratification and approval pursuant to Listing Rule 7.4 for the prior issue of the Consideration Shares.

Resolution 7 is an ordinary resolution.

The Chairperson intends to exercise all available proxies in favour of Resolution 7.

10.2 **Listing Rule 7.4**

Refer to Section 5.2 for a summary of Listing Rule 7.4.

If Resolution 7 is passed, the Consideration Shares issued to the Seller under the Share Purchase Agreement will be excluded in calculating the Company's 15% Placement Capacity under Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the date of issue of the Consideration Shares.

If Resolution 7 is not passed, the Consideration Shares issued to the Seller under the Share Purchase Agreement will be included in calculating the Company's 15% Placement Capacity under Listing Rule 7.1, effectively decreasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the date of issue of the Consideration Shares.

10.3 **Specific information required under Listing Rule 7.5**

The following information must be provided to Shareholders for the purposes of obtaining Shareholder approval:

- (a) the Consideration Shares were issued to Gaogao Group Pty Ltd (and/or its nominees);
- (b) the Consideration Shares were issued on 1 August 2025 pursuant to the Company's 15% Placement Capacity under Listing Rule 7.1;
- (c) the Consideration Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respect with the existing Shares on issue;
- (d) the Consideration Shares were issued for nil consideration as they were being issued as part consideration for the acquisition of all of the issued shares in Prince Migration and no funds were raised from the issue of the Consideration Shares;

- (e) the Consideration Shares were issued pursuant to the Share Purchase Agreement pursuant to which the Company agreed to issue Gaogao Group Pty Ltd the Consideration as consideration for the acquisition by the Company of 100% of the issued shares in Prince Migration. The Share Purchase Agreement contains other customary terms for agreements of this nature, including in relation to representations and warranties; and
- (f) a voting exclusion statement is provided in the Notice for Resolution 7.

10.4 **Board recommendation**

The Board recommends that Shareholders vote in favour of Resolution 7.

11 **Resolution 8 – Ratification of Consideration Performance Rights issued under Listing Rule 7.1**

11.1 **General**

Refer to Section 3.3 for details of the acquisition of Prince Migration.

Resolution 8 seeks Shareholder ratification and approval pursuant to Listing Rule 7.4 for the prior issue of the Consideration Performance Rights.

The Consideration Performance Rights comprise:

- (a) 2,697,771 Class A Performance Rights;
- (b) 1,875,000 Class B Performance Rights; and
- (c) 1,500,000 Class C Performance Rights.

The terms and conditions of the Consideration Performance Rights are detailed in Schedule 4. Refer to Section 3.3 for the vesting conditions of the Consideration Performance Rights.

Resolution 8 is an ordinary resolution.

The Chairperson intends to exercise all available proxies in favour of Resolution 8.

11.2 **Listing Rule 7.4**

Refer to Section 5.2 for a summary of Listing Rule 7.4.

If Resolution 8 is passed, the Consideration Performance Rights issued to the Seller under the Share Purchase Agreement will not be included in calculating the Company's 15% Placement Capacity under Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the date of issue of the Consideration Performance Rights.

If Resolution 8 is not passed, Consideration Performance Rights issued to the Seller under the Share Purchase Agreement will be included in calculating the Company's 15% Placement Capacity under Listing Rule 7.1, effectively decreasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the date of issue of the Consideration Performance Rights.

11.3 **Specific information required under Listing Rule 7.5**

The following information must be provided to Shareholders for the purposes of obtaining Shareholder approval:

- (a) the Consideration Performance Rights were issued to Gaogao Group Pty Ltd (and/or its nominees);
- (b) the maximum number of Consideration Performance Rights to be issued under the Share Purchase Agreement is detailed below:

| Class of Performance Rights | Number of Performance Rights |
|-----------------------------|------------------------------|
| A | 2,697,771 |
| B | 1,875,000 |
| C | 1,500,000 |

- (c) the Consideration Performance Rights have the terms and conditions detailed in Schedule 4;
- (d) the Consideration Performance Rights were issued on 1 August 2025 pursuant to the Company's 15% Placement Capacity under Listing Rule 7.1;
- (e) the Shares to be issued on exercise of the Consideration Performance Rights will be fully paid ordinary shares in the capital of the Company and rank equally in all respect with the existing Shares on issue;
- (f) the Consideration Performance Rights were issued for nil consideration as they were being issued as part consideration for the acquisition of all of the issued shares in Prince Migration and no funds were raised from the issue of the Consideration Performance Rights;
- (g) the Consideration Performance Rights were issued pursuant to the Share Purchase Agreement pursuant to which the Company agreed to issue Gaogao Group Pty Ltd the Consideration as consideration for the acquisition by the Company of 100% of the issued shares in Prince Migration. The Share Purchase Agreement contains other customary terms for agreements of this nature, including in relation to representations and warranties; and
- (h) a voting exclusion statement is included in the Notice for Resolution 8.

11.4 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 8.

12 Resolution 9 – Issue of Director Performance Rights to Mr Andrew Hornby under the Employee Incentive Plan

12.1 General

Resolution 9 seeks Shareholder approval in accordance with Listing Rule 10.14 to grant of 461,440 Performance Rights (**Director Performance Rights**) to Mr Andrew Hornby (and/or his nominee(s)), under the Plan.

| Number of Performance Rights | Vesting Condition | Expiry Date |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 461,440 | Continuous service by Mr Andrew Hornby in his current position to the Company commencing on the date of issue of the Director Performance Rights to the date that is six (6) months from the issue date. | Three (3) years from the issue date. |

The Board considers that the grant of Performance Rights to Mr Hornby is a cost effective and efficient reward for the Company to appropriately incentivise Mr Hornby's continued performance and is consistent with the strategic goals and targets of the Company.

Refer to Schedule 5 for a summary of terms and conditions of the Director Performance Rights and to Schedule 6 for the terms and conditions of the Plan.

Resolution 9 is an ordinary resolution.

The Chairperson intends to exercise all available proxies in favour of Resolution 9.

12.2 Chapter 2E of the Corporations Act

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

- (a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval, unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The issue of Performance Rights to Mr Hornby under the Employee Incentive Plan (and the exercise or conversion of the Performance Rights into Shares) constitutes giving a financial benefit as Mr Hornby is a related party of the Company by virtue of being a Director. The Directors (other than Mr Hornby, given his material personal interest in Resolution 9) have considered the application of Chapter 2E of the Corporations Act and have resolved that the reasonable remuneration exception provided by section 211 of the Corporations Act is applicable. Accordingly, the Company will not seek approval for the issue of the Performance Rights pursuant to section 208 of the Corporations Act.

12.3 Listing Rule 10.14

Listing Rule 10.14 provides that a listed company must not permit any of the following persons to acquire Equity Securities under an employee incentive scheme:

- 10.14.1 a director of the company;
- 10.14.2 an associate of a director of the company; or
- 10.14.3 a person whose relationship with the company or a person referred to in Listing Rule 10.14.1 of 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by its shareholders,

unless it obtains the approval of its shareholders.

The issue of Director Performance Rights to Mr Hornby falls within Listing Rule 10.14.1 above and therefore requires the approval of Shareholders under Listing Rule 10.14.

If Resolution 9 is passed, the Company will be able to proceed with the issue of 461,440 Performance Rights to Mr Hornby (and/or his nominee(s)), and pursuant to Listing Rule 7.2 exception 14, the Company may issue the Performance Rights without using up the Company's 15% placement capacity under Listing Rule 7.1.

If Resolution 9 is not passed, the Company will not be able to proceed with the issue of 461,440 Performance Rights to Mr Hornby (and/or his nominee(s)), and the Company will have to consider alternative arrangements to incentivise Mr Hornby in respect to his role as Managing Director and Chief Executive Officer.

12.4 Specific information required by Listing Rule 10.15

The following information in relation to Resolution 9 is provided to Shareholders for the purposes of Listing Rule 10.15:

- (a) The Director Performance Rights will be issued to Mr Andrew Hornby (and/or his nominee(s)) pursuant to Resolution 9.
- (b) Mr Hornby falls within Listing Rule 10.14.1 as he is a Director and, therefore, a related party of the Company. Any party Mr Hornby nominates to receive the Director Performance Rights would be expected to fall within category 10.14.2 of the Listing Rules as an associate of Mr Hornby.

- (c) The maximum number of Director Performance Rights to be granted to Mr Hornby (and/or his nominee(s)) is 461,440 Performance Rights.
- (d) The current remuneration package of Mr Hornby is as follows:

| Director | Cash Salary & Fees (\$) | Cash Bonus (\$) | Superannuation (\$) | Equity based payments (\$) | Total (\$) |
|------------------|-------------------------|-----------------|---------------------|----------------------------|------------|
| Mr Andrew Hornby | 285,000 | 21,554 | 33,529 | 24,032 | 364,115 |

- (e) As at the date of the Notice, the Company has not granted any securities under the Plan to Mr Hornby.
- (f) The terms and conditions of the Director Performance Rights are detailed in Schedule 5.
- (g) The Director Performance Rights are proposed to be issued as a cost effective and efficient reward for the Company to appropriately incentivise the continued performance of Mr Hornby and is considered by the Board to be consistent with the strategic goals and targets of the Company.
- (h) The value attributed to the Director Performance Rights proposed to be issued under Resolution 9 (including the financial benefits inherent in that proposed issue of Director Performance Rights) are as follows:

| | Director Performance Rights |
|------------------------------------------|------------------------------------|
| Number of Director Performance Rights | 461,440 |
| Underlying Share price | \$0.042 |
| Conversion price | Nil |
| Expiry date | Three (3) years from date of issue |
| Valuation of Director Performance Rights | \$19,380 |

Note:

1. Based on an underlying Share price of \$0.042, being the VWAP of Shares for the six months preceding and including 27 May 2025.

- (i) The Company intends to grant the Director Performance Rights to Mr Hornby (and/or his nominee(s)) within one (1) month after the Meeting, and by no later than three (3) years after the date of the Meeting.
- (j) The Director Performance Rights will be granted for nil cash consideration (and no amount is payable upon the conversion of the Director Performance Rights).
- (k) No funds will be raised from the grant of the Director Performance Rights as they are being granted for nil cash consideration.
- (l) A summary of the material terms of the Plan is detailed in Schedule 6.
- (m) No loan will be provided to Mr Hornby in relation to the acquisition of the Director Performance Rights under the Plan.
- (n) The Company notes that:

- (i) 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; and
- (ii) any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the Plan after the resolution is approved and who were not named in the notice of meeting will not participate until approval is obtained under that rule.

(o) A voting exclusion statement is included in the Notice for Resolution 9.

12.5 Board recommendation

The Board (excluding Mr Hornby) recommends that Shareholders vote in favour of Resolution 9.

13 Resolution 10 – Approval of Employee Incentive Plan

13.1 Background

The employee and officer incentive plan known as the "Employee Incentive Plan" (**Plan**) enables the Company to grant Shares, Performance Rights and Options (**Employee Incentives**) to eligible Directors, employees, consultants and contractors of the Company (**Eligible Participants**).

The Plan was approved at the general meeting of the Company held on 28 November 2023 (**2023 General Meeting**) and, for the purposes of Listing Rule 7.2 (exception 13), is due to be renewed in 2026. Shareholders approved a maximum of 5,862,783 Employee Incentives to be issued under the Plan at the 2023 General Meeting. The Company seeks Shareholder approval to issue further Employee Incentives under the Plan (without utilising the Company's 15% Placement Capacity).

Resolution 10 seeks Shareholder approval pursuant to Listing Rule 7.2, exception 13(b), to approve the Plan, and to enable Shares, Options and Performance Rights (and Shares upon exercise or conversion of those Performance Rights or Options) to be issued under the Plan to Eligible Participants to be exempted from Listing Rule 7.1 for a period of three years from the date on which Resolution 10 is passed.

A summary of the Plan is detailed in Schedule 6.

The Company must seek separate Shareholder approval under Listing Rule 10.14 in respect of any future issues of Employee Incentives under the Plan to a Director or any other related party or person whose relationship with the Company or related party is, in ASX's opinion, such that approval should be obtained.

The Plan is intended to assist the Company to attract and retain key staff, whether employees, consultants or contractors. The Board believes that grants made to Eligible Participants under the Plan will provide a powerful tool to underpin the Company's employment and engagement strategy, and that the Plan will:

- (a) enable the Company to incentivise and retain existing Key Management Personnel and other eligible employees, consultants and contractors needed to achieve the Company's business objectives;
- (b) link the reward of key staff with the achievement of strategic goals and long term performance of the Company;
- (c) align the financial interest of Eligible Participants with those of Shareholders; and
- (d) provide incentives to Eligible Participants to focus on superior performance that creates Shareholder value.

13.2 Listing Rule 7.1 and Listing Rule 7.2 (exception 13)

Listing Rule 7.1 provides that a company must not (subject to specified exceptions), without the approval of shareholders, issue or agree to issue during any 12 month period any Equity Securities,

or other securities with rights to convert to equity (such as an Options or Performance Right), if the number of those securities exceeds 15% of the number of ordinary securities on issue at the commencement of that 12 month period.

Listing Rule 7.2 (exception 13) provides an exception to Listing Rule 7.1. The effect of Shareholder approval under Listing Rule 7.2 (exception 13) is that any issues of Employee Incentives under the Plan are treated as having been made with the approval of Shareholders for the purposes of Listing Rule 7.1. Approval under Listing Rule 7.2 (exception 13) lasts for a period of three years.

If Resolution 10 is passed, the Company will be able to issue Employee Incentives to Eligible Participants under the Plan without utilising the Company's 15% Placement Capacity. However, the Company will be required to seek Shareholder approval for the issue of any Employee Incentives issued under the Plan to eligible Directors pursuant to Listing Rule 10.14.

If Resolution 10 is not passed, the Company may still issue Employee Incentives to Eligible Participants under the Plan but any issue will reduce, to that extent, the Company's 15% Placement Capacity for the 12 months following the issue date. However, the Company will be required to seek Shareholder approval for the issue of any Employee Incentives issued under the Plan to eligible Directors pursuant to Listing Rule 10.14.

13.3 **Specific information required by Listing Rule 7.2 (exception 13)**

The following information in relation to Resolution 9 is provided to Shareholders for the purposes of Listing Rule 7.2 (exception 13):

- (a) the material terms of the Plan are summarised in Schedule 6;
- (b) since the adoption of the Plan at the 2023 General Meeting, no Employee Incentives have been issued under the Plan. However, subject to the approval of Resolution 9, 461,440 Performance Rights will be issued to Mr Hornby (and/or his nominee(s)) on the terms and conditions detailed in Schedule 5;
- (c) the maximum number of Equity Securities that can be issued under the Plan following Shareholder approval is 14,711,140 Employee Incentives, which is equivalent to approximately 10% of the Company's issued share capital at the date of the Notice; and
- (d) a voting exclusion statement is included in the Notice for Resolution 10.

13.4 **Board recommendation**

The Board is excluded from voting on Resolution 10 pursuant to the Listing Rules as the Directors are eligible to participate under the Plan. Accordingly, the Board declines to make a recommendation to Shareholders on Resolution 10.

Schedule 1

Definitions

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

\$ means Australian Dollars.

10% Additional Placement Capacity has the meaning given in Section 5.2.

15% Placement Capacity has the meaning given in Section 5.2.

2023 General Meeting has the meaning given in Section 13.1.

ASX means ASX Limited (ACN 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX.

AWST means Australian Western Standard Time, being the time in Perth, Western Australia.

Board means the board of Directors.

Calaite Capital means Calaite Capital Pty Ltd.

Chairperson means the person appointed to chair the Meeting, or any part of the Meeting, convened by the Notice.

Closely Related Party has the meaning given in section 9 of the Corporations Act.

Company or **Hiremii** means Hiremii Limited (ACN 642 994 214).

Consideration has the meaning given in Section 3.3.

Consideration Performance Rights has the meaning given in Section 3.3.

Consideration Shares has the meaning given in Section 3.3.

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

Director means a director of the Company.

Director Performance Rights has the meaning given in Section 12.1.

EBIT means earnings before interest and tax.

Eligible Participant has the meaning given in Section 13.1.

Employee Incentive has the meaning given in Section 13.1.

Equity Security has the same meaning as in the Listing Rules.

Explanatory Memorandum means the explanatory memorandum which forms part of the Notice.

Investor Relations Performance Right has the meaning given in Section 3.2.

Investor Relations Shares has the meaning given in Section 3.2.

Key Management Personnel means persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any Director (whether executive or otherwise).

Lead Manager has the meaning given in Section 3.1.

Lead Manager Shares has the meaning given in Section 3.1.

Listing Rules means the listing rules of ASX.

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

Notice means the notice of meeting which comprises of the notice, agenda, Explanatory Memorandum and Proxy Form.

Option means an option which entitles the holder to subscribe for a Share.

Placement has the meaning given in Section 3.1.

Placement Option has the meaning given in Section 3.1.

Placement Share has the meaning given in Section 3.1.

Plan has the meaning given in Section 13.1.

Prince Migration means Prince Migration & Education Pty Ltd.

Proxy Form means the proxy form enclosed with this Notice.

Relevant Interest has the meaning given in the Corporations Act.

Resolution means a resolution contained in the Notice.

Schedule means a schedule to this Explanatory Memorandum.

Section means a section of this Explanatory Memorandum.

Seller has the meaning given in Section 3.3.

Services Agreement has the meaning given in Section 3.2.

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

Share Purchase Agreement has the meaning given in Section 0.

Shareholder means a shareholder of the Company.

Transaction has the meaning given in Section 3.3.

Vested Performance Rights has the meaning given in Section 3.2.

VWAP means volume weighted average price.

Schedule 2

Terms and Conditions of Placement Options

1 Entitlement

Each Option entitles the holder (**Holder**) to subscribe for one Share upon exercise.

2 Exercise Price and Expiry Date

The exercise price of each Option is \$0.07 (**Exercise Price**).

Each Option will expiry two (2) years from the date of issue (**Expiry Date**).

3 Exercise Period

Each Option may be exercised at any time prior to the Expiry Date (**Exercise Period**). Any Option unexercised within the Exercise Period will automatically lapse.

4 Notice of Exercise

The Options may be exercised by notice in writing to the Company (**Notice of Exercise**) and payment of the applicable Exercise Price for each Option being exercised.

5 Shares issued on Exercise

Shares issued on exercise of the Options rank equally with the Shares on issue and will be free of all encumbrances, liens and third party interests.

6 Minimum Exercise Price

The Options must be exercised in multiples of one thousand (1,000) unless fewer than one thousand (1,000) Options are held by a Holder.

7 Quotation of Shares

If admitted to the official list of ASX at the time, the Company will apply to ASX for quotation of the Shares issued upon the exercise of the Options.

8 Timing of issue of Shares and quotation of Shares on exercise

Within five (5) Business Days after the later of the following:

- (a) receipt of a Notice of Exercise and payment of the applicable Exercise Price for each Option being exercised in accordance with clause 4; and
- (b) when excluded information in respect to 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 a Notice of Exercise as detailed in clause 4 above),

the Company will:

- (c) allot and 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;
- (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) 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, for any reason, a Notice of Exercise delivered under clause 4 is not effective and 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.

9 Participation in new issues

A Holder who holds Options is not entitled to:

- (a) notice of, or to vote or attend at, a meeting of Shareholders;
- (b) receive any dividends declared by the Company; and
- (c) participate in any new issues of securities offered to Shareholders during the term of the Options,

unless and until the Options are exercised and the Holder holds Shares.

10 Adjustment for bonus issues of Shares

If the Company makes a bonus issue of Shares or securities to eligible Shareholders (other than an issue in lieu of, or in satisfaction of, dividends or by way of dividend reinvestment):

- (a) the number of Shares which must be issued on exercise of an Option will be increased by the number of Shares which the Holder would have received if the Holder had exercised the Option before the record date for the bonus issue; and
- (b) no change will be made to the Exercise Price.

11 Adjustment for reorganisation

If there is any reconstruction of the issued share capital of the Company, the rights of the Holder may be varied to comply with the Listing Rules that apply to the reconstruction at the time of the reconstruction.

12 Adjustment for rights issue

If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu of in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the following formula:

$$O' = O - \frac{E[P - (S + D)]}{N + 1}$$

where:

O' = the new Exercise Price of the Option.

O = the old Exercise Price of the Option.

E = the number of underlying Shares into which one Option is exercisable.

P = average market price per Share weighted by reference to volume of the underlying Shares during the 5 trading days ending on the day before the ex rights date or ex entitlements date.

S = the subscription price of a Share under the pro rata issue.

D = the dividend due but not yet paid on the existing underlying Shares (except those to be issued under the pro rata issue).

N = the number of Shares with rights or entitlements that must be held to receive a right to one new share.

13 Quotation of Options

The Company will not seek official quotation of any Options.

14 Transferability

The Options are not transferable.

Schedule 3

Terms and Conditions of Investor Relations Performance Rights

1 Entitlement

Each Investor Relations Performance Right entitles the holder (**Holder**) to acquire one Share, on and subject to these terms and conditions.

2 No payment on grant

The 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 Vesting Conditions and Expiry Date

- (a) The Vesting Conditions and Expiry Date for each Investor Relations Performance Right are detailed below:

| Number of Performance Rights | Vesting Conditions | Expiry Date |
|------------------------------|-------------------------------------------------------------------------------------------------|-------------------|
| 1,000,000 | The Company achieving a closing share price of \$0.07 per Share on or before 14 September 2025. | 14 September 2025 |
| 1,000,000 | The Company achieving a closing share price of \$0.10 per Share on or before 14 September 2025. | 14 September 2025 |

- (b) Each Investor Relations Performance Right will only vest and entitle the Holder to acquire one Share if the applicable Vesting Condition has been satisfied on or before the Expiry Date.

4 Lapse of Investor Relations Performance Rights

If the Vesting Conditions are not satisfied on or before the Expiry Date, the Investor Relations Performance Rights will automatically lapse and be cancelled.

5 Notice of Exercise

The Holder may exercise vested Investor Relations Performance Rights by providing a notice in writing to the Company (**Notice of Exercise**).

6 Timing of issue of Shares and quotation of Shares on exercise

Within five (5) business days after the later of the following:

- (a) receipt of a Notice of Exercise for each Investor Relations Performance Right being exercised in accordance with clause 5; and
- (b) when excluded information in respect to 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 a Notice of Exercise as detailed in 5 above,

the Company will:

- (c) allot and issue the number of Shares required under these terms and conditions in respect of the number of Investor Relations Performance Rights specified in the Notice of Exercise;
- (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) 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 Investor Relations Performance Rights.

If, for any reason, a Notice of Exercise delivered under clause 5 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.

7 Shares issued

The Shares issued on exercise of the Investor Relations Performance Rights will rank equally with all existing Shares on issue.

8 Holder rights

A Holder of an Investor Relations Performance Right is not entitled to:

- (a) a notice of, or to vote or attend at, a meeting of Shareholders;
- (b) receive any dividends declared by the Company;
- (c) participate in any new issues of securities offered to Shareholders during the term of the Investor Relations Performance Rights; or
- (d) cash for the Investor Relations Performance Rights or any right to participate in surplus assets or profits of the Company on winding up.

9 Adjustment for bonus issues of Shares

If, during the term of any Investor Relations Performance Right, securities are issued pro rata to the shareholders of the Company generally by way of bonus issue, the number of Shares to which the Holder is then entitled, shall be increased by that number of securities which the Holder would have been issued if the Investor Relations Performance Rights then held by the Holder were vested immediately prior to the record date for the bonus issue.

10 Adjustment for reorganisation

If there is any reorganisation of the issued share capital of the Company, the terms of the Investor Relations Performance Rights and the rights of the Holder who holds such Investor Relations Performance Rights will be varied, including an adjustment to the number of Investor Relations Performance Rights, in accordance with the Listing Rules that apply to the reorganisation at the time of the reorganisation.

11 Adjustment for pro rata issue of Shares

- (a) If during the term of any Investor Relations Performance Right, the Company makes a pro rata issue of securities to the Shareholders by way of a rights issue, a Holder shall not be entitled to participate in the rights issue in respect of any Investor Relations Performance Rights, and only in respect Shares issued in respect of vested Investor Relations Performance Rights.
- (b) A Holder will not be entitled to any adjustment to the number of Shares they are entitled to or adjustment to any Vesting Condition which is based, in whole or in part, upon the Share price, as a result of the Company undertaking a rights issue.

12 Quotation

The Company will not seek official quotation of any Investor Relations Performance Rights.

13 Not property

A Holder's Investor Relations Performance Rights are personal contractual rights granted to the Holder only and do not constitute any form of property.

14 Transferability

The Investor Relations Performance Rights are not transferable.

Schedule 4

Terms and Conditions of Consideration Performance Rights

1 Entitlement

Each Consideration Performance Right entitles the holder (**Holder**) to acquire one Share, on and subject to these terms and conditions.

2 No payment on grant

The 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 Performance Milestone, Variation to Performance Milestone and Expiry Date

- (a) The Vesting Conditions and Expiry Date for each Consideration Performance Right are detailed below:

| Class | Number of Performance Rights | Performance Milestone | Expiry Date |
|-------|------------------------------|-------------------------------------------------------------------------------|------------------|
| A | 2,697,771 | Prince Migration achieving EBIT of \$115,000 for the year ended 30 June 2026. | 31 December 2026 |
| B | 1,875,000 | Prince Migration achieving EBIT of \$340,000 for the year ended 30 June 2027. | 31 December 2027 |
| C | 1,500,000 | Prince Migration achieving EBIT of \$600,000 for the year ended 30 June 2028. | 31 December 2028 |

- (b) Each Consideration Performance Right will only vest and entitle the Holder to be issued a Share if the applicable Performance Milestone has been satisfied by the Company prior to the end of the Expiry Date (**Performance Period**).
- (c) The Company will provide notice to the Holder, within two (2) Business Days from the satisfaction of a Performance Milestone (**Milestone Notice**).

4 Lapse of Consideration Performance Rights

(a) Definitions

In this section 4:

- (i) **Cause** means:
- (A) serious and wilful misconduct (e.g. fraud, dishonesty, theft);
 - (B) material breach of the Share Purchase Agreement that is not remedied (if capable of remedy);
 - (C) gross negligence in the performance of duties;
 - (D) conviction of a serious criminal offence affecting the Company's business or reputation;
 - (E) breach of fiduciary duties; or
 - (F) breach of any restrictive covenants (e.g. non-complete and non-solicitation) contained in the Share Purchase Agreement;

- (ii) **Controller** means the controller of Gaogao Group Pty Ltd.
 - (iii) **Bad Leaver** means the Controller ceases employment or engagement with the Company and does not meet the Good Leaver criteria; and
 - (iv) **Good Leaver** means the Controller's employment or engagement with the Company has been terminated by the Company without cause or due to the Controller's total and permanent disability.
- (b) Subject to clause 4(c), the Consideration Performance Rights shall automatically lapse and be cancelled for no consideration on the earliest to occur on the following:
- (i) where the Holder is a Bad Leaver in accordance with clause 4(d);
 - (ii) if the Performance Milestones are not achieved by the end of the applicable Performance Period; or
 - (i) if the Board and the Controller agree that the Performance Milestones have not been met, or cannot be met, prior to the end of the Performance Period.
- (c) **Good Leaver**
- Where the Controller becomes a Good Leaver, in respect to all Consideration Performance Rights, the Board shall, do one or more of the following:
- (i) permit unvested Consideration Performance Rights held by the Holder to vest; or
 - (ii) permit by agreement with the Controller such unvested Consideration Performance Rights held by the Holder or his nominee(s) to continue to be held by the applicable holder.
- (d) **Bad Leaver**
- Where the Controller becomes a Bad Leaver all unvested Consideration Performance Rights will lapse, unless the Board determines otherwise, in its sole and absolute discretion.

5 Timing of issue of Shares and quotation of Shares on exercise

Within five (5) business days after the later of the following:

- (a) receipt of a Milestone Notice; and
- (b) when excluded information in respect to the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information,

the Company will:

- (c) allot and issue such number of Shares pursuant to the vesting of the Consideration Performance Right;
- (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 exercise of the Consideration Performance Rights.

6 Shares issued

The Shares issued on exercise of the Consideration Performance Rights will rank equally with all existing Shares.

7 Holder rights

A Holder of a Consideration Performance Right is not entitled to:

- (a) a notice of, or to vote or attend at, a meeting of Shareholders;
- (b) receive any dividends declared by the Company;
- (c) participate in any new issues of securities offered to Shareholders during the term of the Consideration Performance Rights; or
- (d) any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise; and
- (e) any right to participate in the surplus assets or profits of the Company on winding up,

unless and until the Performance Milestones are satisfied and the Holder holds Shares.

8 Adjustment for bonus issues of Shares

If, during the term of any Consideration Performance Right, securities are issued pro rata to the shareholders of the Company generally by way of bonus issue, the number of Shares to which the Holder is then entitled, shall be increased by that number of securities which the Holder would have been issued if the Consideration Performance Rights then held by the Holder were vested immediately prior to the record date for the bonus issue.

9 Adjustment for reorganisation

If there is any reorganisation of the issued share capital of the Company, the terms of the Consideration Performance Rights and the rights of the Holder who holds such Consideration Performance Rights will be varied, including an adjustment to the number of Consideration Performance Rights, in accordance with the Listing Rules that apply to the reorganisation at the time of the reorganisation.

10 Adjustment for pro rata issue of Shares

If during the term of any Consideration Performance Right, the Company makes a pro rata issue of securities to the Shareholders by way of a rights issue, a Holder shall not be entitled to participate in the rights issue in respect of any Consideration Performance Rights, and only in respect Shares issued in respect of vested Consideration Performance Rights.

11 Change of control

Notwithstanding the relevant Performance Milestone not being satisfied, upon the occurrence of a 'Change of Control Event', being either:

- (a) a bona fide takeover bid under Chapter 6 of the Corporations Act being made in respect to the Shares:
 - (i) is announced by the Company;
 - (ii) has become unconditional; and
 - (iii) the person making the takeover bid has a Relevant Interest in fifty (50%) or more of the Shares;
- (b) the Company announcing 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 a scheme of arrangement for the purposes of a corporate restructure (including a 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; or
- (c) any person acquiring a Relevant Interest in fifty and one-tenths percent (50.1%) or more of the issued Shares,

provided the person triggering the change in control did not control the Company at the time of the issue of the Performance Rights, then, to the extent Performance Rights have not converted into Shares due to satisfaction of the relevant Performance Milestone, all Consideration Performance Rights will automatically vest and convert into Shares on a one-for-one basis.

12 Quotation

The Company will not seek official quotation of any Consideration Performance Rights.

13 Not property

A Holder's Consideration Performance Rights are personal contractual rights granted to the Holder only and do not constitute any form of property.

14 Transferability

Unless otherwise determined by the Board, Consideration Performance Rights cannot be transferred to, or vest in, any person other than the Holder.

Schedule 5

Terms and conditions of Director Performance Rights

1 Entitlement

Each Director Performance Right entitles the holder (**Holder**) to acquire one Share, on and subject to these terms and conditions.

2 Vesting Condition and Expiry Date

| Number of Performance Rights | Vesting Condition | Expiry Date |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 461,440 | Continuous service by Mr Andrew Hornby in his current position to the Company commencing on the date of issue of the Director Performance Rights to the date that is six (6) months from the issue date. | Three (3) years from the issue date. |

3 Redemption Period

Director Performance Rights that vest may each be redeemed for a Share commencing on the date the vesting condition is satisfied and ending on the Expiry Date (**Redemption Period**), in accordance with clause 4 below.

Any vested Director Performance Rights not redeemed by its Holder by the end of the Redemption Period will be automatically cancelled for nil consideration.

4 Notice of Redemption of vested Director Performance Rights

Subject to the terms of the Plan, a Holder of a vested Director Performance Right may redeem vested Performance Rights by giving the Company a written notice specifying the number of Director Performance Rights to be redeemed prior to the end of the Redemption Period (**Notice of Redemption**). Those Performance Rights will automatically be cancelled upon their redemption.

5 Timing of issue of Shares and quotation

Within five (5) business days after the later of the following:

- (a) receipt by the Company of a Notice of Redemption given in accordance with clause 4; and
- (b) when excluded information in respect to 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 five (5) business days after the date of receipt of a Notice of Redemption as set out in clause (a) immediately above),

the Company will:

- (c) allot and issue the Shares pursuant to the vesting of the Director Performance Rights;
- (d) as soon as reasonably practicable and if required, give ASX 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.

6 Shares issued

Shares issued on redemption of the Director Performance Rights rank equally with all existing Shares.

7 Adjustment for bonus issue of Shares

If, during the term of any Director Performance Right, securities are issued pro rata to the shareholders of the Company generally by way of bonus issue, the number of Shares to which the Holder is then entitled, shall be increased by that number of securities which the Holder would have been issued if the Director Performance Rights then held by the Holder were vested immediately prior to the record date for the bonus issue.

8 Adjustment for reorganisation

If there is any reorganisation of the issued share capital of the Company, the terms of the Director Performance Rights and the rights of the Holder who holds such Director Performance Rights will be varied, including an adjustment to the number of Director Performance Rights, in accordance with the Listing Rules that apply to the reorganisation at the time of the reorganisation.

9 Adjustment for pro rata issue of Shares

If during the term of any Director Performance Right, the Company makes a pro rata issue of securities to the Shareholders by way of a rights issue, a Holder shall not be entitled to participate in the rights issue in respect of any Director Performance Rights, and only in respect of Shares issued in respect of vested Director Performance Rights.

10 Change of control

Notwithstanding the relevant Vesting Condition not being satisfied, upon the occurrence of a 'Change of Control Event', being either:

- (a) a bona fide takeover bid under Chapter 6 of the Corporations Act being made in respect to the Shares:
 - (i) is announced by the Company;
 - (ii) has become unconditional; and
 - (iii) the person making the takeover bid has a Relevant Interest in fifty (50%) or more of the Shares;
- (b) the Company announcing 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 by way of a scheme of arrangement for the purposes of a corporate restructure (including a 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 or arrangement; or
- (c) any person acquiring a Relevant Interest in fifty and one-tenths percent (50.1%) or more of the issued Shares,

provided the person triggering the change in control did not control the Company at the time of the issue of the Director Performance Rights, then, to the extent Director Performance Rights have not converted into Shares due to satisfaction of the Vesting Condition, all Director Performance Rights will automatically vest and convert into Shares on a one-for-one basis.

11 Quotation

The Company will not seek official quotation of any Director Performance Rights.

12 Not property

A Holder's Director Performance Rights are personal contractual rights granted to the Holder only and do not constitute any form of property.

13 Transferability

Unless otherwise determined by the Board, Director Performance Rights cannot be transferred to, or vest in, any person other than the Holder.

Schedule 6

Summary of Employee Incentive Plan

The terms of the Company's Employee Incentive Plan (**Plan**) are summarised below. A copy of the Plan can be obtained by contacting the Company:

Definitions

- 1 For the purposes of the Plan:
 - 1.1 **Agreed Leaver** means a Participant who ceases to be an Eligible Participant in any of the following circumstances:
 - 1.1.1 the Participant and Board have agreed in writing that the Participant has entered into bona fide retirement;
 - 1.1.2 the Participant and the Board have agreed in writing that the Participant's role has been made redundant;
 - 1.1.3 the Board has determined that:
 - (a) Special Circumstances apply to the Participant; or
 - (b) the Participant is no longer able to perform their duties under their engagement or employment arrangements with the Company due to poor health, injury or disability;
 - 1.1.4 the Participant's death; or
 - 1.1.5 any other circumstance determined by the Board in writing.
 - 1.2 **Application** means an application by an Eligible Participant to participate in the Plan made in response to an Offer.
 - 1.3 **Board** means the board of directors of the Company, a committee appointed by the board of directors of the Company as constituted from time to time, or any person who is provided with delegated authority by the board of directors from time to time.
 - 1.4 **Eligible Participant** means:
 - 1.4.1 Directors and Employees who are determined by the Board in its sole and absolute discretion to be eligible to receive grants of Employee Incentives; or
 - 1.4.2 any other person who is determined by the Board in its sole and absolute discretion to be eligible to receive grants of Employee Incentives.
 - 1.5 **Employee** means an employee, consultant or contractor of the Company, or any member of the Group.
 - 1.6 **Employee Incentive** means any:
 - 1.6.1 Share, Option or Performance Right granted, issued or transferred; or
 - 1.6.2 Share(s) issued pursuant to the exercise of an Option or conversion of a Performance Right,

under the Plan.
 - 1.7 **Group** means the Company and its Associated Entities (within the meaning given in section 50AAA of the Corporations Act).
 - 1.8 **Non-Agreed Leaver** means a Participant who ceases to be an Eligible Participant and:
 - 1.8.1 does not meet the Agreed Leaver criteria; or

- 1.8.2 meets the Agreed Leaver criteria but the Board has determined in writing that they be treated as a Non-Agreed Leaver.
- 1.9 **Offer** means an offer to an Eligible Participant, in the form of an Offer Letter, to apply for the grant of Employee Incentives under the Plan.
- 1.10 **Offer Letter** means a letter containing an Offer to an Eligible Participant that sets out the terms and conditions of the Offer.
- 1.11 **Option** means an option granted under the Plan to subscribe for, acquire and/or be allocated (as determined by the Board in its sole and absolute discretion) one Share subject to the Plan Rules and such terms and conditions as determined by the Board.
- 1.12 **Participant** means:
- 1.12.1 an Eligible Participant who has been granted Employee Incentives under the Plan; or
- 1.12.2 where an Eligible Participant has made a nomination:
- (a) the Eligible Participant; or
- (b) the nominee of the Eligible Participant who has been granted Employee Incentives under the Plan,
- as the context requires.
- 1.13 **Performance Right** means a right granted under the Plan to be issued one Share subject to the Plan Rules and such terms and conditions as determined by the Board.
- 1.14 **Share** means a fully paid ordinary share in the capital of the Company, including those issued under the Plan or issued pursuant to the exercise of an Option or conversion of a Performance Right.
- 1.15 **Special Circumstance** means any of the following:
- 1.15.1 the death of the Participant; or
- 1.15.2 the total and permanent disablement of the Participant such that the Participant is unlikely ever to engage in any occupation for which the Participant is reasonably qualified by education, training or experience.
- 1.16 **Vesting Conditions** means any condition(s) (as specified in the Offer and determined by the Board in its sole and absolute discretion) which must be satisfied or waived in order for Employee Incentives to vest in accordance with their terms.

Participation

- 2 The Board may from time to time in its sole and absolute discretion determine that an Eligible Participant may participate in the Plan.
- 3 Following determination that an Eligible Participant may participate in the Plan, the Board may at any time, and from time to time, make an Offer to the Eligible Participant.

Offer

- 4 The manner, form, content, timing and frequency of Offers will be as determined by the Board in its sole and absolute discretion.
- 5 An Offer must be set out in an Offer Letter delivered to the Eligible Participant. The Offer Letter may specify (as determined by the Board):
- 5.1 that the Offer is expressed to be made under Division 1A of Part 7.12 of the Corporations Act;
- 5.2 the number of Shares, Options or Performance Rights;

- 5.3 the grant date;
- 5.4 the fee payable by the Eligible Participant on the grant of Shares, Options or Performance Rights (if any);
- 5.5 the Vesting Conditions (if any);
- 5.6 the exercise price (if any);
- 5.7 the exercise period (if applicable);
- 5.8 the performance period (if applicable); and
- 5.9 the expiry date and term (if applicable).

- 6 An Offer must be accompanied by an Application, the terms and conditions of the relevant Employee Incentives and a copy of the Plan.

Nominee

- 7 Unless expressly permitted in the Offer or by the Board, an Eligible Participant may only submit an Application in the Eligible Participant's name and not on behalf of any other person.
- 8 If an Eligible Participant is permitted in the Offer or by the Board, the Eligible Participant may nominate a related party (**Nominee**) to be issued the Employee Incentives the subject of the Offer.
- 9 The Board may in its discretion resolve not to allow a Nominee to be issued or transferred the Employee Incentives the subject of the Offer without giving any reason for that decision.

Employee Share Trust

- 10 The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Shares for Participants under the Plan and delivering Shares to Participants for an issue of Shares upon exercise of the Options or the vesting of a Performance Right or otherwise (in which case section 1100S of the Corporations Act will be complied with, as applicable).

Employee Loan

- 11 The Board may, as part of any Offer under the Plan, in its absolute discretion, offer to a Participant a limited recourse, interest free loan to be made by the Company to the Participant for an amount equal to the issue price for the Shares offered to the Participant pursuant to the relevant Offer under the Plan.

Buy-Back

- 12 Subject to any applicable laws and subject to the Board's sole and absolute discretion, any Share(s) issued, transferred or allocated directly pursuant to an Offer or pursuant to the exercise of an Option or conversion of a Performance Right under the Plan will be subject to the Company's right to buy-back and may, during the period of 90 days from the date that the right to buy-back arises under clause 23 (**Buy-Back Period**) be immediately bought-back by the Company:
 - 12.1 if the Participant holding the Employee Incentives ceases employment or office where the Vesting Conditions attaching to the Employee Incentives have not been met by the time of cessation. The time of cessation of employment or office shall be the time as determined by the Board in its sole discretion;
 - 12.2 where clause 22 applies;
 - 12.3 where clause 23 applies; or
 - 12.4 if the Board determines in its reasonable opinion that the applicable Vesting Conditions have not been met by the end of the Expiry Date.

Vesting Conditions

- 13 The Board may at its sole discretion determine the Vesting Conditions which will apply to any Employee Incentives. The Vesting Conditions will specify the criteria that the Eligible Participant is required to meet in the specified performance period (if any) in order to exercise Options or for Performance Rights to vest to become entitled to receive Shares under the Plan.
- 14 The Board may vary the Vesting Conditions and/or the performance period after the grant of those Employee Incentives, subject to:
 - 14.1 the Company complying with any applicable laws;
 - 14.2 the Vesting Conditions and/or the performance period as varied being no less favourable to the Participant than the terms upon which the Employee Incentives were originally granted; and
 - 14.3 the Board promptly notifying a Participant of any such variation.
- 15 The Board will determine in its sole discretion whether (and, where applicable, to what extent) the Participant has satisfied the Vesting Conditions applicable to the relevant performance period. As soon as practicable after making that determination the Board must inform the Participant of that determination by issuing the Participant a vesting notification.
- 16 Where Employee Incentives have not satisfied the Vesting Conditions within the performance period, those Employee Incentives will automatically lapse.

Maximum Allocation

- 17 The maximum number of Employee Incentives that may be granted pursuant to the Plan must not at any time exceed 5% of the total number of Shares on issue. The maximum allocation may be increased by Board resolution, provided such an increase complies with the applicable law.
- 18 An Offer of Employee Incentives for monetary consideration may only be made if the Company reasonably believes that:
 - 18.1 the total number of Shares that may be issued comprising the Employee Incentives (including upon exercise or conversion of Options or Performance Rights); and
 - 18.2 the total number of Shares that have been issued or may be issued, comprising Employee Incentives (including upon exercise or conversion of Options or Performance Rights) issued, or which may be issued, under Offers that were both received in Australia and made in connection with the Plan and employee share scheme interests (including upon exercise or conversion of employee share scheme interests) issued, or which may be issued, under offers that were both received in Australia and made in connection with any employee share scheme other than the Plan,

(in aggregate, and whether offered for monetary consideration or no monetary consideration) during the previous three (3) years ending on the day the proposed Offer is made, does not exceed 5% of the total number of Shares on issue as at the start of the day on which the proposed Offer is made (of if the Constitution specifies an issue cap percentage, that percentage).

Lapsing of Employee Incentives

- 19 Subject to clause 20 or the Board deciding otherwise, a Participant's Employee Incentives shall automatically lapse and be cancelled for no consideration on the earliest to occur of the following:
 - 19.1 where the Participant is a Non-Agreed Leaver, upon the occurrence of a lapsing event in accordance with clause 22;
 - 19.2 where clause 23 applies;
 - 19.3 if the applicable Vesting Conditions are not achieved by the end of the relevant performance period;

- 19.4 if the Board determines in its reasonable opinion that the applicable Vesting Conditions have not been met or cannot be met prior to the expiry date or the end of the relevant performance period (as applicable);
- 19.5 the expiry date;
- 19.6 the receipt by the Company of notice from the Participant that the Participant has elected to surrender the Employee Incentives; or
- 19.7 any other circumstances specified in any Offer Letter pursuant to which the Employee Incentives were issued.

Agreed Leaver

- 20 Subject to clause 21, where a Participant who holds Employee Incentives becomes an Agreed Leaver:
 - 20.1 all vested and, subject to clause 20.2, unvested Employee Incentives which have not been exercised in accordance with the Plan Rules will continue in force, unless the Board determines otherwise in its sole and absolute discretion; and
 - 20.2 the Board may at any time, in its sole and absolute discretion, do one or more of the following:
 - 20.2.1 permit unvested Employee Incentives held by the Agreed Leaver to vest;
 - 20.2.2 amend the Vesting Conditions or reduce the performance period or Exercise Period of such unvested Employee Incentives; or
 - 20.2.3 determine that the unvested Employee Incentives will lapse.
- 21 Where a person is an Agreed Leaver due to a Special Circumstance, the nominated beneficiary shall be entitled to benefit from any exercise of the above discretionary powers by the Board.

Non-Agreed Leaver

- 22 Where a Participant who holds Employee Incentives becomes a Non-Agreed Leaver:
 - 22.1 unless the Board determines otherwise in its sole and absolute discretion, all unvested Employee Incentives will immediately lapse;
 - 22.2 unless the Board determines otherwise in its sole and absolute discretion, all vested Employee Incentives will lapse 30 days after the Participant who holds Employee Incentives becomes a Non-Agreed Leaver (if they have not already lapsed by the end of that period); and
 - 22.3 the Board may determine to exercise the right to buy-back any Employee Incentives in accordance with the Plan.

Forfeiture events

- 23 Where, in the reasonable opinion of the Board, a Participant or former Participant (which for the avoidance of doubt may include an Agreed Leaver):
 - 23.1 acts fraudulently or dishonestly;
 - 23.2 wilfully breaches his or her duties to the Company or any member of the Group;
 - 23.3 has, by any act or omission, in the opinion of the Board (determined in its absolute discretion):
 - 23.3.1 brought the Company, the Group, its business or reputation into disrepute; or
 - 23.3.2 done anything which is contrary to the interest of the Company or the Group;
 - 23.4 commits any material breach of the provisions of any employment contract or services contract entered into by the Participant with any member of the Group;

- 23.5 commits any material breach of any of the policies of the Group or procedures or any applicable laws applicable to the Company or Group;
- 23.6 is subject to allegations concerning, or has been accused of, charged with or convicted of, fraudulent or dishonest conduct in the performance of the Participant's (or former Participant's) duties, which in the reasonable opinion of the Board affects the Participant's suitability for employment with any member of the Group, or brings the Participant or the relevant member of the Group into disrepute or is contrary to the interests of the Company or the Group;
- 23.7 is subject to allegations concerning, or has been accused of, charged with or convicted of any criminal offence which involves, fraud or dishonesty or any other criminal offence which Board determines (in its absolute discretion) is of a serious nature;
- 23.8 has committed any wrongful or negligent act or omission which has caused any member of the Group substantial liability;
- 23.9 has become disqualified from managing corporations in accordance with Part 2D.6 of the Corporations Act or has committed any act that, pursuant to the Corporations Act, may result in the Participant being banned from managing a corporation;
- 23.10 has committed serious or gross misconduct, wilful disobedience or any other conduct justifying termination of employment without notice;
- 23.11 has wilfully or negligently failed to perform their duties under any employment contract or services contract entered into by the Participant with any member of the Group;
- 23.12 had engaged in a transaction which involves a conflict of interest to their employment with the Company resulting in the Participant or former Participant obtaining a personal benefit;
- 23.13 accepts a position to work with a competitor of the Company or Group;
- 23.14 acting in such a manner that could be seen as being inconsistent with the culture and values of the Company or the Group; or
- 23.15 any other act that the Board determines in its absolute discretion to constitute fraudulent or dishonest by the Participant or former Participant,

then the Board may (in its absolute discretion) deem that all, or part of, any Employee Incentives held by the Participant or former Participant will automatically be forfeited.

Discretion of the Board

- 24 The Board may decide to allow a Participant to:
 - 24.1 retain and exercise any or all of their Options, whether or not the Vesting Conditions have been satisfied during the performance period, and whether or not the Options would otherwise have lapsed, provided that no Options will be capable of exercise later than the relevant expiry date for those Options; and
 - 24.2 retain any Performance Rights regardless of:
 - 24.2.1 the expiry of the performance period to which those Performance Rights relate; or
 - 24.2.2 any failure by the Participant to satisfy in part or in full the Vesting Conditions specified by the Board in respect of those Performance Rights,
 in which case, the Board may:
 - 24.2.3 determine that any or all of those retained Performance Rights shall vest and the corresponding Shares shall be provided to the Participant; or

- 24.2.4 determine a new performance period or Vesting Conditions (as applicable) for those retained Performance Rights and notify the Participant of the determination as soon as practicable.

Rights attaching to securities

- 25 Any Shares allotted, issued or transferred by the Company to a Participant under the Plan will rank equally with all existing Shares, including those Shares issued, directly, under the Plan, on and from the date of allotment, issue or transfer in respect of all rights and bonus issues, and dividends which have a record date for determining entitlements on or after the date of allotment, issue, or transfer of those Shares.

Holding Lock

- 26 The Board may at any time request that the Company's share registry impose a holding lock on any Employee Incentives issued pursuant to the Plan where the Board determines or reasonably believes (in its absolute discretion) that a Participant (or a former Participant) has breached, or may breach, the Plan Rules.

No transfer of Options or Performance Rights

- 27 Any Options or Performance Rights issued to a Participant under the Plan may not be assigned, transferred, encumbered or otherwise disposed of unless the prior consent of the Board is obtained (which the Board may withhold in its sole discretion) or such assignment or transfer occurs by force of law upon the death or total and permanent disablement of a Participant to the Participant's legal representative.

Contravention of Rules

- 28 The Board may at any time, in its sole and absolute discretion, take any action it deems reasonably necessary in relation to any Employee Incentives if it determines or reasonably believes that a Participant has breached the Plan Rules or the terms of issue of any Employee Incentives, including but not limited to, signing transfer forms in relation to Employee Incentives, placing a holding lock on Employee Incentives, signing any and all documents and doing all acts necessary to effect a buy-back, accounting for the proceeds of the sale of forfeited Employee Incentives, refusing to transfer any Employee Incentives and/or refusing to issue any Shares.

Amendments

- 29 Subject to the Constitution, the Board may at any time amend the Plan Rules or the terms and conditions upon which any Employee Incentives have been issued.
- 30 No amendment to the Plan Rules or to Employee Incentives may be made if the amendment, in the reasonable opinion of the Board, materially reduces the rights of any Participant in respect of Employee Incentives granted to them prior to the date of the amendment, other than:

- 30.1 an amendment introduced primarily:
- 30.1.1 for the purposes of complying with or conforming to present or future applicable laws;
 - 30.1.2 to correct any manifest error or mistake;
 - 30.1.3 to allow the implementation of a trust arrangement in relation to the holding of Shares granted under the Plan; and/or
 - 30.1.4 to take into consideration possible adverse taxation implications in respect of the Plan including changes to applicable taxation legislation or the interpretation of that legislation by a court of competent jurisdiction or any rulings from taxation or duty authorities administering such legislation; or
- 30.2 an amendment agreed to in writing by the Participant(s).



Hiremii Limited
ABN 48 642 994 214

Need assistance?



Phone:
1300 850 505 (within Australia)
+61 3 9415 4000 (outside Australia)



Online:
www.investorcentre.com/contact



YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **10:00am (AWST) on Saturday, 13 September 2025.**

Proxy Form

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

APPOINTMENT OF PROXY

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

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

Joint Holding: Where the holding is in more than one name, all of the securityholders 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 form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

PARTICIPATING IN THE MEETING

Corporate Representative

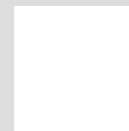
If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com/au and select "Printable Forms".

Lodge your Proxy Form:

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



Control Number: 187939
SRN/HIN:

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia

By Fax:

1800 783 447 within Australia or
+61 3 9473 2555 outside Australia



PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

☐ **Change of address.** If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.

Proxy Form

Please mark ☒ to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

I/We being a member/s of Hiremii Limited hereby appoint

☐ the Chairman of the Meeting **OR**

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the General Meeting of Hiremii Limited to be held at the Ground Floor Meeting Room, 251 St George's Terrace, Perth, Western Australia on Monday, 15 September 2025 at 10:00am (AWST) and at any adjournment or postponement of that meeting.

Chairman authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Resolutions 9 and 10 (except where I/we have indicated a different voting intention in step 2) even though Resolutions 9 and 10 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

Important Note: If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Resolutions 9 and 10 by marking the appropriate box in step 2.

Step 2 Items of Business

PLEASE NOTE: If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

| | | For | Against | Abstain | | | For | Against | Abstain |
|---|-------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|----|--------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1 | Re-election of Ms Ying Yi (Sophie) Chen as a Director | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8 | Ratification of Consideration Performance Rights issued under Listing Rule 7.1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Ratification of Placement Shares issued under Listing Rule 7.1A | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9 | Issue of Director Performance Rights to Mr Andrew Hornby under the Employee Incentive Plan | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Ratification of Placement Options issued under Listing Rule 7.1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 10 | Approval of Employee Incentive Plan | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | Ratification of Lead Manager Shares issued under Listing Rule 7.1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 5 | Ratification of Investor Relations Performance Rights issued under Listing Rule 7.1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 6 | Ratification of Investor Relations Shares issued under Listing Rule 7.1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 7 | Ratification of Consideration Shares issued under Listing Rule 7.1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

Step 3 Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1

Sole Director & Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

/ /

Date

Update your communication details *(Optional)*

Mobile Number

Email Address

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically