



Dear Shareholder

Annual General Meeting – Notice of Meeting and Proxies

Notice is given that the Annual General Meeting (**Meeting**) of Shareholders of Critica Limited (ACN 119 678 385) (**Company**) will be conducted as hybrid meeting, with shareholders able to vote and participate in the meeting as follows:

Time and date: 1:00PM (Perth time) on Wednesday, 19 November 2025
Location: The Park Business Centre, 45 Ventnor Avenue, WEST PERTH WA 6005
Online: investor.automic.com.au

Notice of Meeting

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

- the Company's website at <https://critica.limited/>; and
- the ASX market announcements page under the Company's code "CRI".

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

Voting at the Meeting, online or by proxy

Shareholders can vote by attending the Meeting in person, by proxy or by appointing an authorised representative. Shareholders are encouraged to vote by lodging a proxy form.

Proxy forms can be lodged:

Online: <https://investor.automic.com.au/#/loginsah> or use your mobile device to scan the personalised QR code on your personalised form. **Shareholders are encouraged to register prior to the commencement of the Meeting to avoid delays in accessing the virtual platform.**

By mail: Automic GPO Box
5193 Sydney NSW
3001, Australia

By fax: +61 2 8583 3040

Your proxy voting instruction must be received by 1:00pm (Perth time) on Monday, 17 November 2025 being not less than 48 hours before the commencement of the Meeting. Any proxy voting instructions received after that time will not be valid for the Meeting. If you have questions about your Proxy Form or difficulties accessing the Notice of Meeting, please contact Automic on 1300 288 664 (within Australia) or +61 2 9698 5414 (outside Australia).

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

Authorised by the Board of Critica Limited.

Timothy Lindley
Non-Executive Chairman

CONTACT US

Critica Limited
Level 2, 16 Altona Street, West Perth, Western Australia
T: + 61 8 6279 9428 | admin@critica.limited | www.critica.limited

For personal use only



CRITICA LIMITED
ACN 119 678 385

NOTICE OF ANNUAL GENERAL MEETING

The annual general meeting of the Company will be held at The Park Business Centre, 45 Ventnor Avenue, West Perth WA 6005 on Wednesday, 19 November 2025 at 1:00pm (AWST) and online at investor.automic.com.au.

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. Proxy forms for the meeting should be lodged before 1:00pm (AWST) on Monday, 17 November 2025.

Shareholders can also submit, and are encouraged to submit, any questions in advance of the Meeting by emailing the questions to admin@critica.limited by no later than 1:00pm AWST (4:00pm AEDT) on 17 November 2025.

If the above arrangements with respect to the Meeting change, Shareholders will be updated via the ASX Market Announcements Platform.

Should you wish to discuss any matter please do not hesitate to contact the Company Secretary by telephone on +61 8 6279 9428 or via email at admin@critica.limited

CRITICA LIMITED
ACN 119 678 385

NOTICE OF ANNUAL GENERAL MEETING

Notice is hereby given that the annual general meeting of shareholders of Critica Limited (**Company**) will be conducted as a hybrid meeting with the physical venue of the meeting being held at the Park Business Centre, 45 Ventnor Avenue, West Perth WA 6005 on Wednesday 19 November 2025 at 1:00pm (AWST) and the online at investor.automic.com.au (**Meeting**).

The Explanatory Memorandum provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form together 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 Monday, 17 November 2025 at 4:00pm (AWST).

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

Terms and abbreviations used in this Notice (including the Explanatory Memorandum) are defined in Schedule 1.

AGENDA

Annual Report

To consider the Annual Report of the Company and its controlled entities for the financial year ended 30 June 2025, which includes the Financial Report, the Directors' Report and the Auditor's Report.

1 Resolution 1 – Remuneration Report

To consider and, if thought fit, to pass with or without amendment, as a **non-binding resolution** the following:

"That, pursuant to and in accordance with section 250R(2) of the Corporations Act and for all other purposes, Shareholders approve the adoption of the Remuneration Report on the terms and conditions in the Explanatory Memorandum."

Note: The vote on this Resolution is advisory only and does not bind the Directors or the Company. Shareholders are encouraged to read the Explanatory Memorandum for further details on the consequences of voting on this Resolution.

Voting Prohibition

A vote on this Resolution must not be cast (in any capacity) by or on behalf of any of the following persons:

- (a) a member of the Key Management Personnel, details of whose remuneration are included in the Remuneration Report; or
- (b) a Closely Related Party of such member.

However, a person described above may cast a vote on this Resolution if the vote is not cast on behalf of a person described in subparagraphs (a) and (b) above and either:

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

2 Resolution 2 – Re-Election of Mr Nick Cernotta as 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 articles 7.3(c) and 7.3(f) of the Constitution and for all other purposes, Mr Nick Cernotta, Director, retires and being eligible, is re-elected as a Director on the terms and conditions in the Explanatory Memorandum."

3 Resolution 3 – Election of Mr Jamie Byrde as 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 article 7.3(j) of the Constitution and for all other purposes, Mr Jamie Byrde, a Director, who was appointed on 22 May 2025, retires and being eligible, is elected as a Director, effective immediately, on the terms and conditions in the Explanatory Memorandum."

4 Resolution 4 – Issue of Share Rights to Mr Timothy Lindley

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 Rules 10.14 and 10.19, Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and for all other purposes, Shareholders approve the issue of the maximum number of Share Rights, elected to be received in lieu of annual directors fees, calculated in accordance with the formula in the Explanatory Memorandum for the period ending 30 June 2026 to Mr Timothy Lindley (and/or his nominee(s)) under the 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) Mr Timothy Lindley (and/or his nominees(s)) and each person referred to in Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan; or
- (b) an officer of the Company or any of its Child Entities who is entitled to participate in a termination benefit,

or an associate of that person or those persons.

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

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

A vote on this Resolution must not be cast (in any capacity) by or on behalf of Mr Timothy Lindley or his nominee(s) or any of his, or their, associates. However, subject to the voting exclusion above and the further voting prohibition below, this does not prevent the casting of a vote if:

- (a) it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on this Resolution; and
- (b) it is not cast on behalf of Mr Lindley or his nominee(s) or any of his, or their, associates.

Further, 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 Chair and the appointment of the Chair does not specify the way the proxy is to vote on this Resolution, but expressly authorises the Chair to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

The Chair in relation to this Resolution 4 will not be Mr Tim Lindley.

5 Resolution 5 – Issue of Options to Mr Jacob Deyssel

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

" That, pursuant to and in accordance with Listing Rule 7.1, Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and for all other purposes, Shareholders approve the issue of up to 50,000,000 Options to Mr Jacob Deyssel (and/or his nominee(s)) 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 Mr Jacob Deyssel or an associate of Mr Deyssel (and/or his nominee(s)) and any other person who will obtain a material benefit as a result of the issue of the Options (except a benefit solely by reason of being a holder of ordinary securities in the entity), or an associate of that person or those persons.

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

- (a) a person as 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 that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on 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 Chair and the appointment of the Chair does not specify the way the proxy is to vote on this Resolution, but expressly authorises the Chair 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: 17 October 2025

By order of the Board

Timothy Lindley
Non-Executive Chairman

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. The purpose of this Explanatory Memorandum is to provide information to Shareholders in deciding whether or not to pass the Resolutions.

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

Section 1	Introduction
Section 2	Action to be taken by Shareholders
Section 3	Annual Report
Section 4	Resolution 1 – Remuneration Report
Section 5	Resolution 2 – Re-election of Mr Nick Cernotta as Director
Section 6	Resolution 3 – Election of Mr Jamie Byrde as Director
Section 7	Resolution 4 – Issue of Share Rights to Mr Timothy Lindley
Section 8	Resolution 5 – Issue of Options to Jacob Deyssel
Schedule 1	Definitions
Schedule 2	Key Terms of Employee Incentive Plan
Schedule 3	Terms and Conditions of Deyssel Options

A Proxy Form is located at the end of 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 or online, 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 1:00pm (AWST) on 17 November 2025, being at least 48 hours before the Meeting.

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

By appointing the Chair as a proxy (or where the Chair becomes proxy by default) the relevant Shareholder gives the Chair express authority to exercise the proxy on Resolutions 1 and 4 (except where the Shareholder has indicated a different voting intention on the Proxy Form) even though Resolutions 1 and 4 are connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.

It is the Chair's intention to vote all undirected proxies in favour of all Resolutions.

2.2 **Attendance at Meeting**

Shareholders are invited to attend the Meeting in person or online at the time and place indicated in the Notice. Shareholders may vote by directed proxy in lieu of attending the Meeting in person or online.

Shareholders can submit any questions in advance of the Meeting by emailing the questions to admin@critica.limited by no later than 1:00pm (AWST) on Monday, 17 November 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.

2.3 **Voting Online Attendance**

The company is pleased to provide shareholders with the opportunity to attend and participate in a virtual Meeting through an online meeting platform powered by Automic.

Shareholders that have an existing account with Automic will be able to watch, listen and vote online.

Shareholders who do not have an account with Automic are strongly encouraged to register for an account as soon as possible and well in advance of the Meeting to avoid any delays on the day of the Meeting.

An account can be created via the following link investor.automic.com.au and then clicking on "register" and following the prompts. Shareholders will require their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) to create an account with Automic.

To access the virtual meeting on the day:

1. Open your internet browser and go to investor.automic.com.au
2. Login with your username and password or click “register” if you haven’t already created an account. Shareholders are encouraged to create an account prior to the start of the meeting to ensure there is no delay in attending the virtual meeting.
3. After logging in, a banner will display at the bottom of your screen to indicate that the meeting is open for registration, click on “Register” when this appears. Alternatively, click on “Meetings” on the left-hand menu bar to join the meeting.
4. Click on “Join Meeting” and follow the prompts on screen to register and vote.

Shareholders will be able to vote (see the “Voting virtually at the Meeting” section of this Notice of Meeting below) and ask questions at the virtual meeting.

Shareholders are also encouraged to submit questions in advance of the Meeting to the Company.

Questions must be submitted in writing to Jamie Byrde, Company Secretary at admin@critica.limited at least 48 hours before the AGM.

The Company will also provide Shareholders with the opportunity to ask questions during the Meeting in respect to the formal items of business as well as general questions in respect to the Company and its business.

2.4 **Voting virtually at the Meeting**

Shareholders who wish to vote virtually on the day of the AGM can do so by logging into the Automic shareholder portal.

1. Open your internet browser and go to investor.automic.com.au
2. Login using your username and password. If you do not already have an account, click “Register” and follow the prompts. Shareholders are encouraged to register prior to the commencement of the Meeting to avoid delays in accessing the virtual platform.
3. After logging in, a banner will appear at the bottom of your screen when the Meeting is open for registration. Click “Register”. Alternatively, select Meetings from the left-hand menu.
4. Click on “Join Meeting” and follow the prompts.
5. When the Chair of the Meeting declares the poll open, select the “Voting” dropdown menu on the right-hand side of your screen.
6. Select either the “Full” or “Allocate” option to access your electronic voting card.
7. Follow the prompts to record your voting direction for each resolution and click “Submit votes”. For allocated votes, the number of votes submitted must not exceed your remaining available units. Important: Votes cannot be amended once submitted.

For further information on the live voting process please see the Registration and Voting Guide at <https://www.automicgroup.com.au/virtual-agms/>

It is recommended that Shareholders wishing to attend the Meeting log in from 15 to 30 minutes prior to the scheduled start time.

3 Annual Report

In accordance with section 317(1) of the Corporations Act, the Annual Report must be laid before the annual general meeting. There is no requirement for Shareholders to approve the Annual Report.

At the Meeting, Shareholders will be offered the opportunity to:

- (a) discuss the Annual Report which is available online at <https://critica.limited/>;
- (b) ask questions about, or comment on, the management of the Company; and
- (c) ask the auditor questions about the conduct of the audit and the preparation and content of the Auditor's Report.

In addition to taking questions at the Meeting, written questions to the Chair about the management of the Company, or to the Company's auditor about:

- (a) the preparation and the content of the Auditor's Report;
- (b) the conduct of the audit;
- (c) accounting policies of the Company in relation to the preparation of the financial statements; and
- (d) the independence of the auditor in relation to the conduct of the audit,

may be submitted no later than five business days before the Meeting (being, no later than 1:00pm (AWST) on 12 November 2025 to the Company Secretary at the Company's registered office.

4 Resolution 1 – Remuneration Report

In accordance with section 250R(2) of the Corporations Act, the Company must put the Remuneration Report to the vote of Shareholders. The Directors' Report contains the Remuneration Report which sets out the remuneration policy for the Company and the remuneration arrangements in place for the executive Directors, specified executives and non-executive Directors.

The Board is committed to an appropriately structured remuneration framework, underpinned by guiding remuneration principles, focused on driving a performance culture over the short, medium and long term to deliver satisfactory returns to Shareholders.

In accordance with section 250R(3) of the Corporations Act, Resolution 1 is advisory only and does not bind the Directors. If Resolution 1 is not passed, the Directors will not be required to alter any of the arrangements in the Remuneration Report.

Shareholders will have the opportunity to remove the whole Board except the Managing Director if the Remuneration Report receives a 'no' vote of 25% or more (**Strike**) at two consecutive annual general meetings.

Where a resolution on the Remuneration Report receives a Strike at two consecutive annual general meetings, the Company will be required to put to Shareholders at the second annual general meeting a resolution on whether another meeting should be held (within 90 days) at which all Directors (other than the Managing Director) who were in office at the date of approval of the applicable Directors' Report must stand for re-election.

The Remuneration Report did not receive a Strike at the 2024 annual general meeting. Please note if the Remuneration Report receives a Strike at this Meeting and if a second Strike is received at the 2026 annual general meeting, this may result in the re-election of the Board.

The Chair will allow reasonable opportunity for Shareholders to ask questions about or comment on the Remuneration Report.

Resolution 1 is an ordinary resolution.

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

If the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on Resolution 1, by signing and returning the Proxy Form, you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though Resolution 1 is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

5 Resolution 2 – Re-election of Mr Nick Cernotta as Director

5.1 General

Article 7.3(c) of the Constitution requires that if the Company has three or more Directors, one third of the Directors (excluding the Managing Director and Directors who are required to retire by reason of being appointed to fill a casual vacancy or as an addition to the Board) must retire at each annual general meeting of the Company.

Article 7.3(f) of the Constitution provides that a Director who retires under Article 7.3(c) is eligible for re-election.

Resolution 2 provides that, pursuant to and in accordance with articles 7.3(c) and 7.3(f) of the Constitution and for all other purpose, Mr Cernotta, retires and being eligible, is re-elected as a Director.

Details of Mr Cernotta's background and experience are detailed in the Annual Report.

If Resolution 2 is passed, Mr Cernotta will continue to be a Director.

If Resolution 2 is not passed, Mr Cernotta will cease to be a Director.

Resolution 2 is an ordinary resolution.

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

5.2 Board Recommendation

The Board (excluding Mr Nick Cernotta) supports the re-election of Mr Cernotta and recommends that Shareholders vote in favour of Resolution 2.

6 Resolution 3 – Election of Jamie Byrde as Director

6.1 General

Article 7.2(a) of the Constitution allows the Directors to appoint, at any time, a person to be a Director, but only where the total number of Directors does not at any time exceed the maximum number specified by the Constitution.

Article 7.3(j) of the Constitution provides that a Director retiring from office is eligible for re-election.

On 22 May 2025, the Company announced the appointment of Mr Jamie Byrde as an Executive Director. Mr Byrde was appointed by the Board as an Executive Director.

Details of Mr Byrde's background and experience are detailed in the Annual Report.

If Resolution 3 is passed, Mr Byrde will continue to be a Director.

If Resolution 3 is not passed, Mr Byrde will cease to be a Director.

Resolution 3 is an ordinary resolution.

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

6.2 Board Recommendation

The Board (excluding Mr Jamie Byrde) supports the re-election of Mr Byrde and recommends that Shareholders vote in favour of Resolution 3.

7 Resolution 4 – Issue of Share Rights to Mr Timothy Lindley

7.1 General

In accordance with Listing Rules 10.14 and 10.19, Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and for all other purposes, Resolution 4 seeks Shareholder approval for the grant of share rights (which may be received in lieu of up to 100% of Mr Lindley's annual non-executive Directors' fees for the period ending 30 June 2026 to Mr Lindley (and/or his nominee(s)) under the Plan (**Lindley Share Rights**).

A summary of the specific terms of the proposed grant of the Lindley Share Rights to Mr Lindley (and/or his nominee(s)) under the Plan is set out below:

- (a) the Lindley Share Rights will be issued in accordance with the terms of the Plan (being performance rights under the terms of the Plan) except where otherwise provided below;
- (b) Mr Lindley may voluntarily elect to receive in quarterly tranches, before the commencement of the relevant quarter (or for his nominee(s) to receive) Lindley Share Rights in lieu of up to 100% of his annual directors' fees for the period commencing 17 July 2025 to 30 June 2026;
- (c) the number of Lindley Share Rights to be granted will be calculated by dividing the dollar value voluntarily elected by Mr Lindley by the VWAP of Shares calculated over the days on which Shares are actually traded on ASX starting on the first day of the relevant quarter and ending on the last day of the relevant quarter (**Quarterly VWAP**);
- (d) each Lindley Share Right, once vested, entitles the holder to acquire one Share and will immediately vest on the date of issue;
- (e) the Lindley Share Rights will be subject to service-based vesting conditions. The Lindley Share Rights will vest immediately at the end of the relevant quarter on a pro-rata basis (with a quarter being calculated as one of the four consecutive three month periods within the period detailed in (b) above, with the exception of the first period which will commence 17 July 2025 until 30 September 2025);
- (f) if Mr Lindley ceases to be a Director, the unvested Lindley Share Rights held by him (or his nominee) will vest on a pro-rata basis to reflect the period of service provided by Mr Lindley during the quarter in which the cessation occurred and the balance of unvested Lindley Share Rights will lapse;
- (g) subject to any securities trading policy or other legal restrictions then subsisting, Mr Lindley may apply to exercise the Lindley Share Rights at any time upon vesting and before the expiry date (being 30 June 2031) by delivering a signed notice of exercise

and Mr Lindley (and/or his nominee(s)) will receive by way of issue, transfer or allocation the relevant number of Shares; and

- (h) any disposal of Shares will be subject to the Company's securities trading policy, and other applicable legal restrictions.

Refer to Schedule 2 for a summary of the material terms of the Plan.

Resolution 4 is an ordinary resolution.

The Chair intends to exercise all available undirected proxies in favour of Resolution 4.

If the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on Resolution 4, by signing and returning the Proxy Form, you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

7.2 **Section 200B of Corporations Act**

The Corporations Act restricts the benefits which can be given to a person in connection with that person's or someone else's retirement from an office, or position of employment, in the Company or its related bodies corporate if the office or position is a managerial or executive office (as defined in the Corporations Act), or if the retiree held such a managerial or executive office at any time during the last three years.

In accordance with section 200B of the Corporations Act, to give a benefit in connection with a relevant person's retirement from an office, the Company must, subject to various exceptions, obtain the approval of Shareholders in the manner set out in section 200E of the Corporations Act.

The term "benefit" is open to a potentially wide interpretation and may include automatic, or accelerated, vesting of share-based payments for a person or the exercise of discretion to allow a person to maintain a benefit they would not otherwise be entitled to retain, on, or as a result of, retirement from their position of employment in a company.

Under the terms and conditions of the Lindley Share Rights (refer to Section 7.1) and the Plan (refer to Schedule 2), the Lindley Share Rights may vest after Mr Lindley ceases to hold his position as a Director (including automatically or at the Board's discretion) and the Board may also waive any disposal restrictions detailed above. The Board has formed the view that should either of those events occur, it may constitute a benefit in connection with Mr Lindley's retirement from office.

The Company is therefore seeking Shareholder approval under section 200B of the Corporations Act in connection with the potential vesting of the Lindley Share Rights proposed to be granted to Mr Lindley (and/or his nominee(s)) pursuant to Resolution 4.

7.3 **Specific information required by section 200E of the Corporations Act**

The following information in relation to Resolution 4 is provided to Shareholders for the purposes of section 200E of the Corporations Act:

- (a) The amount or value of the benefit relating to the Lindley Share Rights pursuant to Resolution 4 that may result from the Lindley Share Rights vesting after Mr Lindley ceases to hold their position as a Director cannot presently be ascertained. However, the manner in which the amount or value of the potential benefits will be calculated, and the matters, events and circumstances that will, or are likely to affect the calculation of that amount or value include:
 - (i) the number of Lindley Share Rights held prior to ceasing employment or engagement with the Company;

- (ii) the outstanding conditions (if any) of vesting and exercise of the Lindley Share Rights and the number that the Board determines to (or which automatically) vest, lapse, forfeit or leave on foot;
 - (iii) the applicable service conditions and the achievement of such measures;
 - (iv) the portion of the relevant performance periods for the Lindley Share Rights that have expired at the time Mr Lindley ceases employment or engagement with the Company;
 - (v) the circumstances of, or reasons for, Mr Lindley ceasing employment or engagement with the Company and the extent to which he served the applicable notice period;
 - (vi) Mr Lindley's length of service with the Company and performance over that period of time;
 - (vii) any other factors that the Board determines to be relevant when exercising its discretion to provide potential termination benefits to Mr Lindley;
 - (viii) the manner in which the Board exercises its discretions;
 - (ix) the market price of the Shares on ASX at the relevant time when the amount or value of the Lindley Share Rights is determined;
 - (x) any changes in law; and
 - (xi) the risk free rate of return in Australia and the estimated volatility of the Shares on ASX at the relevant time.
- (b) The Company will likely calculate the value of the benefit that may be provided to Mr Lindley at the relevant time based on the above factors. An appropriate valuation of the Lindley Share Rights can be determined using the market price of the Shares at the date of the Notice.

7.4 Listing Rule 10.14

Listing Rule 10.14 provides that a listed company must not permit a director or an associate of any of the following persons to acquire securities under an employee incentive scheme without the approval of shareholders:

- (a) a director of the company;
- (b) an associate of a director of the company; or
- (c) a person whose relationship with the entity or a person referred to in (a) or (b) above is, in ASX's opinion, such that the acquisition should be approved by its shareholders.

The issue of the Lindley Share Rights to Mr Timothy Lindley (and/or his nominee(s)) falls within Listing Rule 10.14.1, as Mr Lindley is a Director. Therefore, the proposed issue of the Lindley Share Rights to Mr Lindley (and/or his nominee(s)) requires the approval of Shareholders under Listing Rule 10.14.

If Resolution 4 is passed, the Company will be able to proceed with the issue of the Lindley Share Rights to Mr Lindley (and/or his nominee(s)). Approval pursuant to Listing Rule 7.1 will not be required as approval is being obtained under Listing Rule 10.14 (exception 14 under Listing Rule 7.2). Accordingly, if Resolution 4 is passed, the issue of the Lindley Share Rights (and Shares issued on exercise of the Lindley Share Rights) will not be included in calculating the Company's 15% Placement Capacity under Listing Rule 7.1.

If Resolution 4 is not passed, the Company will not be able to proceed with the issue of the Lindley Share Rights to Mr Lindley (and/or his nominee(s)) in lieu of up to 100% of Mr Lindley's director's fees. The Company will therefore be required to pay those fees in cash and may need to consider alternative forms of remuneration to compensate Mr Lindley.

Refer to Schedule 2 for a summary of the material terms of the Plan. If Resolution 4 is passed, the Lindley Share Rights will be excluded from calculating the maximum number of Share Rights and Options issued under the Plan.

7.5 Listing Rule 10.19

Listing Rule 10.19 provides that without approval of shareholders, an entity must ensure that no officer of the entity or any of its Child Entities will be, or may be, entitled to termination benefits if the value of those benefits and the termination benefits that may become payable to all officers together exceed 5% of the equity interests of the entity as set out in the latest accounts given to ASX under the Listing Rules (**5% Threshold**). For the purpose of the Listing Rules, termination benefits include payments, property and advantages that are receivable on termination of engagement with the Company.

Depending upon the value of the termination benefits associated with the Lindley Share Rights (see Section 7.3), based on factors including the Board exercising its discretion to allow the Lindley Share Rights to vest and/or amend the vesting conditions upon Mr Lindley's termination or cessation of employment with the Company and the equity interests of the Company at the time such benefits may crystallise, the value of the vested and/or retained Lindley Share Rights the subject of Resolution 4 may exceed the 5% Threshold. Shareholder approval is being sought for the purposes of Listing Rule 10.19 in order to give the Company flexibility, in case the value of the termination benefits (whether alone or in aggregate with other termination benefits) exceeds the 5% Threshold.

If Resolution 4 is passed, the Company will be able to provide termination benefits to Mr Lindley (and/or his nominee(s)) which may exceed the 5% Threshold by virtue of the grant of the Lindley Share Rights and (if applicable) any future conversion of the Lindley Share Rights into Shares.

If Resolution 4 is not passed, the Company will not be able to provide termination benefits to Mr Lindley (and/or his nominee(s)) where those termination benefits along with termination benefits payable to all officers together exceed the 5% Threshold.

7.6 Specific information required by Listing Rule 10.15

The following information in relation to Resolution 4 is provided to Shareholders for the purposes of Listing Rule 10.15:

- (a) The Lindley Share Rights will be issued to Mr Timothy Lindley (and/or his nominee(s)).
- (b) Mr Lindley falls within the category in Listing Rule 10.14.1 as he is a Director of the Company and any party he nominates to receive Lindley Share Rights would be expected to fall within the category in Listing Rule 10.14.2 as an associate of Mr Lindley.
- (c) The maximum number of Lindley Share Rights that will be granted for a relevant quarterly period, or part thereof commencing 17 July 2025 and ending on 30 June 2026 (as applicable) to Mr Lindley will be calculated in accordance with the following formula:

$$\text{Number of Share Rights} = \frac{\text{Relevant Fees}}{\text{Quarterly VWAP}}$$

Where:

Relevant Fees means the amount of Directors' fees (up to 100% of his annual directors' fees) that Mr Lindley has elected to receive in the form of Lindley Share Rights in that relevant quarterly period.

Quarterly VWAP means the VWAP of Shares calculated over the days on which Shares are actually traded on ASX starting on the first day of the relevant quarter and ending on the last day of the relevant quarter.

- (d) Details of the current total remuneration package for Mr Lindley is set out below (noting that the remuneration packages are subject to change from time to time):

Director	Annual fees ¹
Timothy Lindley	A\$89,600 ²

Notes:

1. Annual remuneration payable assuming the Director is appointed for the whole of the financial year. If a Director is appointed for only a part of the financial year, the actual remuneration paid to that Director will be a pro rata amount of the annual fees based on the period of time during the year that the Director was appointed.
2. Fee is inclusive of superannuation.

- (e) Mr Lindley has not previously been issued securities in the Company pursuant to the Plan.
- (f) The:
- (i) material terms of the Lindley Share Rights are detailed in Section 7.1 above and a summary of the Plan under which the Lindley Share Rights are to be granted is detailed in Schedule 2;
 - (ii) Company is proposing to issue the Lindley Share Rights to Mr Lindley in lieu of up to 100% of his annual Director's fees inclusive of superannuation as the Board believes it will be a cost effective method to further align the interests of Mr Lindley with Shareholders; and
 - (iii) the value per Lindley Share Right is the Quarterly VWAP as defined in Section 7.6(c) above. The Company has not engaged an independent expert to value the Share Rights.
- (g) The Lindley Share Rights are intended to be issued to Mr Lindley (and/or his nominee(s)) within one month following the date of the Meeting.
- (h) No funds will be raised by the issue or exercise of the Lindley Share Rights, as they will be issued for nil cash consideration and no exercise price is payable in order to convert them into Shares.
- (i) The Company will not make any loan to Mr Lindley in relation to the acquisition of the Lindley Share Rights under the Plan.
- (j) Details of any securities issued under the Plan will be published in the annual report of the Company for the period in which they are issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14. Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the Plan after Resolution 4 is approved and who were not named in the Notice will not participate until approval is obtained under that rule.
- (k) Under the accounting standard AASB 2 share based payments, the Company will recognise an expense in the income statement based on the fair value of the Lindley Share Rights over the period from the grant date to the vesting date. An appropriate valuation will be undertaken by the Company in the income year in which the Lindley Share Rights are granted to determine the AASB 2 share based payments expense.
- (l) Voting exclusions and voting prohibitions are included in the Notice for Resolution 4.
- (m) The Board is not aware of any other information that would be reasonably required by Shareholders to allow them to make a decision whether it is in the best interests of the Company to approve Resolution 4.

7.7 Board Recommendation

The Board (excluding Mr Timothy Lindley) recommends that Shareholders vote in favour of Resolution 4.

8 Resolution 5 – Issue of Options to Jacob Deysel

8.1 General

Resolution 5 seeks Shareholder approval pursuant to and in accordance with Listing Rule 7.1, Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and for all other purposes to issue 50,000,000 Options to Mr Jacob Deysel, the Company's Chief Executive Officer (**CEO**) (**Deysel Options**).

As announced to ASX on 1 July 2025, the Company agreed to issue 75,000,000 Options, subject to certain vesting conditions in three equal tranches being: 25,000,000 Options issued upon commencement of his employment under the Company's Employee Incentive Plan (Tranche 1); and 50,000,000 Options subject to obtaining Shareholder approval (being Tranche 2 and Tranche 3).

The Deysel Options are zero exercise price options (**ZEPOS**). A summary of the vesting conditions for the Deysel Options to Mr Deysel (and/or his nominee(s)) under the resolution is set out below:

Tranche	No of ZEPOS	Performance Conditions for Vesting
Tranche 1 (issued under the Plan)	25,000,000	Continued Service 12 Months of continuous service; and Shareholder Return The 20-day VWAP of Venture shares exceeding \$0.025 within a 1-year period after the date of issue.
Tranche 2	25,000,000	Continued Service 24 Months of continuous service; and Technical Hurdle Deliver a Scoping Study (SS), being an initial, order-of-magnitude technical and economic assessment of the potential viability of a Mineral Resource for the Jupiter project; or Shareholder Return The 20-day VWAP of Venture shares exceeding \$0.06 within a 3-year period after the date of issue.
Tranche 3	25,000,000	Technical Hurdle Deliver a Pre-Feasibility Study (PFS), that ensures a sufficient level of confidence in the economic viability of the project before an Ore Reserve is declared for the Jupiter project; or Shareholder Return The 20-day VWAP of Venture shares exceeding \$0.08 within a 4-year period after the date of issue; or Continued Service 48 Months of continuous service.

Refer to Schedule 3 for a summary of the material terms of the Deysel Options.

Resolution 5 is an ordinary resolution.

The Chair intends to exercise all available undirected proxies in favour of Resolution 5.

If the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on Resolution 5, by signing and returning the Proxy Form, you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

8.2 Listing Rule 7.1

The issue of the Deysel Options does not fit within any of the exceptions to Listing Rule 7.1 and is subject to Shareholder approval for the purposes of Listing Rule 7.1.

If Resolution 5 is passed, the Company will be able to proceed with the issue of the Deysel Options to Mr Jacob Deysel. In addition, the issue of the Deysel Options will be excluded from the calculation of the number of Equity Securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 5 is not passed, the Deysel Options will not be issued and the Company may be required to re-negotiate the remuneration arrangements with Mr Deysel, which may require additional cash payments and affect the Company's available cash position. The Company will have to consider alternate commercial means to compensate and incentivise him.

8.3 Specific information required by Listing Rule 7.3

The following information in relation to Resolution 5 is provided to Shareholders for the purposes of Listing Rule 7.3 for the proposed issue of the Deysel Options:

- (a) The Deysel Options will be issued to Mr Jacob Deysel (and/or his nominee(s)) in accordance with the terms of his CEO Agreement as announced to the ASX on 1 July 2025;
- (b) The maximum number of Options that the Company may issue to Mr Jacob Deysel under Resolution 5 is 50,000,000;
- (c) The terms and conditions of the Deysel Options are set out in Schedule 3;
- (d) The Company will issue the Deysel Options no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules). It is intended that issue of all the Deysel Options will occur on one date;
- (e) The Deysel Options will be issued for nil consideration;
- (f) The Deysel Options are to be issued as part of Mr Deysel's CEO Agreement as announced to the ASX on 1 July 2025 as part of his remuneration package;
- (g) A voting exclusion statement is included in the Notice for Resolution **Error! Reference source not found..**

8.4 Section 200B of Corporations Act

The Corporations Act restricts the benefits which can be given to a person in connection with that person's or someone else's retirement from an office, or position of employment, in the Company or its related bodies corporate if the office or position is a managerial or executive office (as defined in the Corporations Act), or if the retiree held such a managerial or executive office at any time during the last three years.

In accordance with section 200B of the Corporations Act, to give a benefit in connection with a relevant person's retirement from an office, the Company must, subject to various exceptions,

obtain the approval of Shareholders in the manner set out in section 200E of the Corporations Act.

The term “benefit” is open to a potentially wide interpretation and may include automatic, or accelerated, vesting of share-based payments for a person or the exercise of discretion to allow a person to maintain a benefit they would not otherwise be entitled to retain, on, or as a result of, retirement from their position of employment in a company.

Under the terms and conditions of the Deysel Options (refer to Section 7.1) and Schedule 3), the Deysel Options may vest after Mr Deysel ceases to hold his position as CEO (including automatically or at the Board's discretion) and the Board may also waive any disposal restrictions detailed above. The Board has formed the view that should either of those events occur, it may constitute a benefit in connection with Mr Deysel's retirement from office.

The Company is therefore seeking Shareholder approval under section 200B of the Corporations Act in connection with the potential vesting of the Deysel Options proposed to be granted to Mr Deysel (and/or his nominee(s)) pursuant to Resolution 5.

8.5 **Specific information required by section 200E of the Corporations Act**

The following information in relation to Resolution 5 is provided to Shareholders for the purposes of section 200E of the Corporations Act:

- (a) The amount or value of the benefit relating to the Deysel Options pursuant to Resolution 5 that may result from the Deysel Options vesting after Mr Deysel ceases to hold their position as an Officer cannot presently be ascertained. However, the manner in which the amount or value of the potential benefits will be calculated, and the matters, events and circumstances that will, or are likely to affect the calculation of that amount or value include:
 - (i) the number of Deysel Options held prior to ceasing employment or engagement with the Company;
 - (ii) the outstanding conditions (if any) of vesting and exercise of Deysel Options and the number that the Board determines to (or which automatically) vest, lapse, forfeit or leave on foot;
 - (iii) the applicable performance conditions and the achievement of such measures;
 - (iv) the portion of the relevant performance periods for the Deysel Options that have expired at the time Mr Deysel ceases employment or engagement with the Company;
 - (v) the circumstances of, or reasons for, Mr Deysel ceasing employment or engagement with the Company and the extent to which he served the applicable notice period;
 - (vi) Mr Deysel length of service with the Company and performance over that period of time;
 - (vii) any other factors that the Board determines to be relevant when exercising its discretion to provide potential termination benefits to Mr Deysel;
 - (viii) the manner in which the Board exercises its discretions;
 - (ix) the market price of the Shares on ASX at the relevant time when the amount or value of the Deysel Options is determined;
 - (x) any changes in law; and
 - (xi) the risk free rate of return in Australia and the estimated volatility of the Shares on ASX at the relevant time.

- (b) The Company will likely calculate the value of the benefit that may be provided to Mr Deyssel at the relevant time based on the above factors. An appropriate valuation of the Incentive can be determined using the market price of the Shares at the date of the Notice.

8.6 **Board Recommendation**

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

Schedule 1

Definitions

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

5% Threshold has the meaning given in Section 7.5.

Annual Report means the Directors' Report, the Financial Report and the Auditor's Report in respect to the financial year ended 30 June 2025.

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

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

Auditor's Report means the auditor's report on the Financial Report.

Board means the board of Directors.

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

Child Entity means an entity which is controlled by, or a subsidiary of, the Company.

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

Company means Critica Limited (ACN 119 678 385).

Constitution means the constitution of the Company at the commencement of the Meeting.

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

Director means a director of the Company from time to time.

Directors' Report means the annual directors' report prepared under Chapter 2M of the Corporations Act for the Company and its controlled entities.

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

Financial Report means the annual financial report prepared under Chapter 2M of the Corporations Act of the Company and its controlled entities.

Deyssel Options has the meaning given in Section 7.1.

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

Lindley Shares Rights has the meaning given in Section 7.1.

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.

Plan means the employee incentive scheme, known as the "Equity Incentive Plan" as summarised in Schedule 2.

Proxy Form means the proxy form attached to the Notice.

Quarterly VWAP has the meaning given in Section 7.1.

Remuneration Report means the remuneration report of the Company contained in the Directors' Report.

Resolution means a resolution contained in the Notice.

Section means a section of this Explanatory Memorandum.

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

Shareholder means a registered holder of a Share.

Strike has the meaning given in Section 4.

Schedule 2

Key Terms of Employee Incentive Plan

The key terms of the Employee Incentive Plan (**Plan**) are summarised below.

Definitions

1 For the purposes of the Plan:

- (a) **Agreed Leaver** means a Participant who ceases to be an Eligible Participant in any of the following circumstances:
 - (i) the Participant and Board have agreed in writing that the Participant has entered into bona fide retirement (statutory age retirement only);
 - (ii) the Participant and the Board have agreed in writing that the Participant's role has been made redundant;
 - (iii) 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;
 - (iv) the Participant's death.
- (b) **Allocated Share** means a Share issued, transferred or allocated directly, pursuant to an Offer under the Plan (but excluding, for the avoidance of doubt, Shares issued, transferred or allocated:
 - (i) pursuant to the exercise of an Option; or
 - (ii) pursuant to the conversion of a Performance Right,
 under the Plan).
- (c) **Change of Control Event** means:
 - (i) the Company announces that its Shareholders have at a Court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a scheme of arrangement for the purposes of a corporate restructure (including change of domicile, or any reconstruction, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the Court, by order, approves the scheme of arrangement;
 - (ii) a Takeover Bid:
 - (A) is announced;
 - (B) has become unconditional; and
 - (C) the person making the Takeover Bid has a Relevant Interest in fifty percent (50%) or more of the issued Shares; or
 - (iii) the announcement by the Company that a sale or transfer (in one transaction or a series of related transactions) of the whole or substantially the whole of the undertaking and business of the Company has been completed.
- (d) **Director** means a Director of the Company, or any member of the Group.

- (e) **Eligible Participant** means:
 - (i) 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
 - (ii) any other person who is determined by the Board in its sole and absolute discretion to be eligible to receive grants of Employee Incentives.
- (f) **Employee** means any employee, consultant or contractor of the Company, or any member of the Group.
- (g) **Employee Incentive** means any:
 - (i) Share, Option or Performance Right granted, issued or transferred; or
 - (ii) Share(s) issued pursuant to the exercise of an Option or conversion of a Performance Right,

under the Plan.
- (h) **Employee Share Scheme** has the meaning given to that term in the Corporations Act.
- (i) **ESS Interest** has the meaning given to that term in the Corporations Act.
- (j) **Group** means the Company and its associated entities (including subsidiaries).
- (k) **Non-Agreed Leaver** means a Participant who ceases to be an Eligible Participant and:
 - (i) does not meet the Agreed Leaver criteria; or
 - (ii) meets the Agreed Leaver criteria but the Board has determined in writing that they be treated as a Non-Agreed Leaver.
- (l) **Offer** means an offer to an Eligible Participant, in the prescribed form, to apply for the grant of Employee Incentives under the Plan.
- (m) **Participant** means:
 - (i) an Eligible Participant who has been granted Employee Incentives under the Plan; or
 - (ii) 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.
- (n) **Performance Period** means the period in which the Vesting Conditions must be satisfied in respect of an Employee Incentive.
- (o) **Special Circumstances** means any of the following:
 - (i) the death of the Participant; or
 - (ii) the total and permanent disablement of the Participant, including terminal illness or permanent carer of a spouse or dependent such that the Participant is unlikely ever to engage in any occupation for which the Participant is reasonably qualified by education, training or experience.

- (p) **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.

Maximum Allocation

- 4 The maximum number of Employee Incentives that may be granted pursuant to the Plan must not at any time exceed 10% of the total number of Shares on issue (**Maximum Allocation**) and:
 - (a) in respect of an Offer of Employee Incentives for monetary consideration, an Offer of Employee Incentives may only be made if the Company reasonably believes that:
 - (i) the total number of Shares that may be issued comprising the Employee Incentives (including upon exercise or conversion of Options or Performance Rights); and
 - (ii) the total number of Shares that have been issued, or may be issued, comprising:
 - (A) 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
 - (B) ESS Interests (including upon exercise or conversion of ESS 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 (or if the Constitution specifies an issue cap percentage, that percentage); and
 - (b) in respect of an Offer of Employee Incentives for no monetary consideration:
 - (i) the Maximum Allocation must not be exceeded; and
 - (ii) such Offer must not cause the limit referred to under item 4(a) above to be exceeded.
- 5 For the avoidance of doubt, where an Employee Incentive lapses without being exercised, the Employee Incentive concerned shall be excluded from any calculation described under item 4.
- 6 The Maximum Allocation may be increased by Board resolution.

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 certain related persons or entities (each, a **Nominee**) to be issued the Employee Incentives the subject of the Offer.

Employee Share Trust

- 9 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.

Vesting Conditions

- 10 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.
- 11 The Board may vary the Vesting Conditions and/or the Performance Period after the grant of those Employee Incentives, subject to:
 - (a) the Company complying with any applicable laws;
 - (b) 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
 - (c) the Board promptly notifying a Participant of any such variation.
- 12 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.
- 13 Where Employee Incentives have not satisfied the Vesting Conditions within the Performance Period, those Employee Incentives will automatically lapse.

Cash settlement

- 14 Notwithstanding any other provision of the Plan, the Board may (in its absolute discretion) make one or more Offers of Options or Performance Rights on terms and conditions which provide that the Board has the absolute discretion to determine whether, upon exercise of any such Options or conversion of any such Performance Rights, instead of Shares being issued to be held by or on behalf of the Eligible Participant, a cash payment will instead be made to the Eligible Participant (or its Nominee, where applicable), with the methodology for determining the amount of that payment being specified in the terms and conditions of those Options or Performance Rights, as determined by the Board.
- 15 The terms of Options or Performance Rights the subject of an Offer described under item 14 above may also (in the Board's absolute discretion) provide for the Company to deduct from the cash payment referred to in that item an amount on account of one or more of the following:
 - (a) any applicable tax the Company is required to withhold (or otherwise deduct) in connection with such cash payment;
 - (b) any superannuation or pension amount the Company is required to pay in connection with such cash payment; and
 - (c) any Exercise Price (to the extent not already paid) relating to any relevant Options being exercised (if any).

Cashless Exercise

- 16 The terms of any Options may provide that a Participant may elect to pay the exercise price for each Option by setting off the total exercise price against the number of Shares which they are entitled to receive upon exercise (**Cashless Exercise Facility**). By using the Cashless Exercise Facility, the Participant will receive Shares to the value of the surplus after the exercise price has been set off.

Lapsing of Employee Incentives

- 17 Subject to the "Agreed Leaver" provisions below 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:
- (a) where the Participant is a Non-Agreed Leaver, upon the occurrence of a lapsing event in accordance with item 20 below;
 - (b) where item 21 below applies;
 - (c) if the applicable vesting conditions are not achieved by the end of the relevant performance period;
 - (d) 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 of the Employee Incentive or the end of the relevant performance period (as applicable);
 - (e) the expiry date of the Employee Incentive;
 - (f) the receipt by the Company of notice from the Participant that the Participant has elected to surrender the Employee Incentives; or
 - (g) any other circumstances specified in any Offer letter pursuant to which the Employee Incentives were issued.

Agreed Leaver

- 18 Subject to item 19 below, where a Participant who holds Employee Incentives becomes an Agreed Leaver:
- (a) all vested and (subject to item 18(b) below) 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
 - (b) the Board may at any time, in its sole and absolute discretion, do one or more of the following:
 - (i) permit unvested Employee Incentives held by the Agreed Leaver to vest;
 - (ii) amend the Vesting Conditions and/or reduce the relevant exercise period of unvested Employee Incentives; or
 - (iii) determine that the unvested Employee Incentives will lapse.
- 19 Where a person is an Agreed Leaver due to a Special Circumstance, the Participant's nominated beneficiary shall be entitled to benefit from any exercise of the above discretionary powers by the Board.

Non-Agreed Leaver

- 20 Where a Participant who holds Employee Incentives becomes a Non-Agreed Leaver:
- (a) unless the Board determines otherwise, in its sole and absolute discretion, all unvested Employee Incentives will immediately lapse; and

- (b) 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).

Forfeiture events

- 21 Where, in the reasonable opinion of the Board, a Participant or Former Participant (which for the avoidance of doubt may include an Agreed Leaver):

- (a) acts fraudulently or dishonestly;
- (b) willfully breaches his or her duties to the Company or any member of the Group; or
- (c) has, by any act or omission, in the opinion of the Board (determined in its absolute discretion):
 - (i) brought the Company, the Group, its business or reputation into disrepute; or
 - (ii) is contrary to the interest of the Company or the Group;
- (d) 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;
- (e) commits any material breach of any of the policies of the Group or procedures or any applicable laws applicable to the Company or Group;
- (f) 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;
- (g) 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;
- (h) had committed any wrongful or negligent act or omission which has caused any member of the Group substantial liability;
- (i) had 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;
- (j) had committed serious or gross misconduct, wilful disobedience or any other conduct justifying termination of employment without notice; or
- (k) had willfully 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,

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

Discretion of the Board

- 22 The Board may decide to allow a Participant to:

- (a) 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

- (b) retain any Performance Rights regardless of:
 - (i) the expiry of the Performance Period to which those Performance Rights relate; or
 - (ii) 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:
 - (iii) determine that any or all of those retained Performance Rights shall vest and the corresponding Shares shall be provided to the Participant; or
 - (iv) 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.

Change of control

- 23 The terms of any Performance Rights or Options may provide that where a Change of Control Event has occurred or, in the opinion of the Board, there is a state of affairs that will or is likely to result in a Change of Control Event occurring:
 - (a) all granted Performance Rights which have not yet vested or lapsed shall automatically and immediately vest, regardless of whether any Vesting Conditions have been satisfied;
 - (b) all Options will automatically and immediately vest (to the extent they have not already vested) and shall be deemed to have been automatically exercised (utilising the Cashless Exercise Facility (if permitted by the terms and conditions of the Options), to the extent such Options have an Exercise Price), regardless of whether the Vesting Conditions have been satisfied, notwithstanding the Notice of Exercise not having been issued (except that there will be no automatic exercise of Options which have an Exercise Price which is greater than the amount which the Cashless Exercise Facility can be used for, as specified in the terms and conditions of the Options, but instead those Options will automatically lapse on the earliest to occur of the expiry date for those Options, when they would otherwise lapse in accordance with the Plan or 11:59pm (in Perth, Western Australia) on the second business day after the Change of Control Event occurs); or
 - (c) if the Board has procured an offer for all holders of Options on like terms (having regard to the nature and value of the Options) to the terms proposed under the Change of Control Event and the Board has specified (in its absolute discretion) a period during which the holders of Options may elect to accept the offer and, if the Participant has not so elected at the end of that offer period, the Options, if not exercised within 10 days of the end of that offer period, shall expire.
- 24 The terms and conditions of specific Options or Performance Rights may adopt varied terms arising from a Change of Control.

Employee Loan

- 25 The Board may, as part of any Offer, 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 multiplied by the number of Shares offered to the Participant pursuant to the relevant Offer.

Restriction Period and Holding Lock

- 26 Allocated Shares may be offered on terms that restrict the Participant from dealing with or

transferring the relevant Allocated Share during a restriction period.

- 27 In addition, 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 or may breach the Plan rules.

Transfer of Options or Performance Rights

- 28 Options and Performance Rights terms may impose partial or complete restrictions on them being assigned, transferred or encumbered with a security interest in or over them.

Buy-Back

- 29 Subject to any applicable laws and subject to the Board's sole and absolute discretion, Allocated Share(s) will be subject to the Company's right to buy-back and may, during a prescribed period, be bought-back by the Company where item 21 above applies.

Contravention of Plan rules

- 30 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 a Participant has breached the Plan or the terms of issue of any Employee Incentives, including but not limited to, signing transfer forms in relation to Employee Incentives, signing all documents and doing all acts necessary to effect a buy-back placing, a holding lock on Employee Incentives, 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

- 31 The Board may at any time amend the Plan rules or the terms and conditions upon which any Employee Incentives have been issued.
- 32 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:
- (a) an amendment introduced primarily:
 - (i) for the purposes of complying with or conforming to present or future applicable laws;
 - (ii) to correct any manifest error or mistake;
 - (iii) to allow the implementation of a trust arrangement in relation to the holding of Shares granted under the Plan; and/or
 - (iv) 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
 - (b) an amendment agreed to in writing by the Participant(s).

A copy of the complete rules of the Employee Incentive Plan is available upon request by contacting the Company Secretary.

Schedule 3

Terms and Conditions of Deysel Options

1 Entitlement

Upon the satisfaction of the relevant vesting conditions (or upon vesting pursuant to (m) below), each Option entitles the holder to receive one fully paid ordinary share in the Company (**Share**) at nil cost.

2 Expiry Date

Each Option will expire at 5.00pm (Australian Western Standard Time) on the date that is 5 years from the date of issue of that Option (**Expiry Date**).

3 Vesting Conditions

Each Option will be subject to vesting conditions, as follows:

- a. Tranche 1 of the Options, comprising 25,000,000 Options (issued under the Plan), will vest upon all of the following conditions being satisfied:
 - i. completion by the Executive of a 12-month period of continuous service; and
 - ii. the volume weighted average market price (as defined in the ASX Listing Rules) of Shares for a period of 20 consecutive trading days on which Shares are traded (disregarding any intervening days on which no trades occurred, if any) (**Twenty Day VWAP**) exceeding A\$0.025 per Share at any time within the one year period after the date of issue of those Tranche 1 Options;
- b. Tranche 2 of the Options, comprising 25,000,000 Options, will vest upon the following conditions being satisfied:
 - i. completion by the Executive of a 24-month period of continuous service; and
 - ii. delivery of a Scoping Study (SS), being an initial, order-of-magnitude technical and economic assessment of the potential viability of a Mineral Resource for the Jupiter project; or
 - iii. the Twenty Day VWAP exceeding A\$0.060 per Share at any time within the three year period after the date of issue of those Tranche 2 Options.
- c. Tranche 3 of the Options, comprising 25,000,000 Options, will vest upon the following conditions being satisfied:
 - i. delivery of a Pre-Feasibility Study (PFS), that ensures a sufficient level of confidence in the economic viability of the project before an Ore Reserve is declared for the Jupiter project; or
 - ii. the Twenty Day VWAP exceeding A\$0.08 per Share at any time within the four year period after the date of issue of those Tranche 3 Options; or
 - iii. completion by the Executive of a 48-month period of continuous service.

4 Lapse

The Options will lapse if a Vesting Condition is not satisfied or the Executive ceases to be employed by the Company, provided that the Executive Services Agreement and/or the Company's Employee Incentive Plan (as applicable) will define the circumstances in which the Executive will be deemed a good leaver and entitled to keep either all or some of the Options.

5 Exercise Period

The exercise period for Options will commence when the Options have vested and will end at 5.00pm (Australian Western Standard Time) on the Expiry Date.

6 Notice of Exercise

An Option is exercisable (for nil consideration) during the exercise period by the holder providing written notice of such exercise (**Notice of Exercise**) to the Company's Company Secretary (the date on which that occurs, or on which such exercise is deemed to have occurred as specified in these terms, is the **Exercise Date**).

7 Timing of Issue of Shares and Quotation of Shares on Exercise

Within 5 business days after the Company receives the Notice of Exercise on the Exercise Date, the Company must:

- a. allot and issue to the Option holder the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise;
- b. register the Option holder in the Company's register of members as the holder of those Shares in compliance with the Corporations Act 2001 (Cth) (Corporations Act);
- c. cause the Option holder to be provided with a holding statement for those Shares as soon as reasonably practicable following the issue of the Shares;
- d. if the Company is admitted to the official list of ASX at the time, 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 the Company is admitted to the official list of ASX at the time, apply for official quotation on ASX of the Shares issued pursuant to the exercise of the Options.

If a notice delivered under 7(d) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 10 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.

8 Partial Exercise

An Option holder may choose to exercise some of that person's Options, which does not affect that holder's right to exercise the remainder of their Options by the Expiry Date.

9 Transferability

The Options are not transferable.

10 Shares Issued on Exercise

The Shares issued upon exercise of the Options will, from the date they are issued, rank pari passu in all respects with the Company's then issued Shares, and are free of all encumbrances, liens and third party interests. Upon issue of the Shares, the holder agrees to become a member of the Company and to be bound by the constitution of the Company. If admitted to the official list of ASX at the time, the Company will apply to ASX for ASX official quotation of the Shares issued upon exercise of the Options.

11 Participation Rights

If Options are exercised into Shares by the record date of a pro rata issue, the Option holder can, as the holder of those Shares, participate in the pro rata issue to the holders of Shares. Option holders do not have a right to participate in new issues without exercising their Options.

12 Reconstruction of Capital

In the event of any reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Company, all rights of the Option holder will be changed to the extent necessary to comply with the ASX Listing Rules applying to the reconstruction of capital, at the time of the reconstruction. In the event that the Company is not admitted to the official list of the ASX at the time of the reconstruction, all rights of the Option holder will nonetheless be changed in accordance with the rules set out in ASX Listing Rule 7.22.

13 Change of Control

Where a Change of Control Event has occurred or, in the opinion of the board of directors of the Company, there is a state of affairs that will or is likely to result in a Change of Control Event occurring, all issued Options shall automatically and immediately vest (to the extent they have not already vested), regardless of whether any vesting conditions have been satisfied, and shall be deemed to have been automatically exercised (notwithstanding the matters in (e) above not having occurred).

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

- a. the Company announces that holders of Shares (**Shareholders**) have at a court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a scheme of arrangement for the purposes of a corporate restructure (including change of domicile, or any reconstruction, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the court, by order, approves the scheme of arrangement;
- b. a takeover bid (as defined under section 9 of the Corporations Act, **Takeover Bid**):
 - i. is announced;
 - ii. has become unconditional; and
 - iii. the person making the Takeover Bid has a relevant interest (as defined under section 9 of the Corporations Act, **Relevant Interest**) in fifty percent (50%) or more of the issued Shares;
- c. any person acquires a Relevant Interest in fifty percent (50%) or more of the issued Shares by any other means; or

- d. the announcement by the Company that a sale or transfer (in one transaction or a series of related transactions) of the whole or substantially the whole of the undertaking and business of the Company has been completed.

14 No Conferral of Certain Rights

An Option holder is not entitled to:

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

unless and until Options are exercised such that the holder holds Shares.

15 Bonus Issues

If the Company makes a bonus issue of Shares or other securities to holders of Shares, the number of Shares over which each Option is exercisable will be increased by the number of securities which the Option holder would have received if the Option had been exercised before the record date for bonus issue.

16 Quotation

The Company will not seek official quotation of any Options.



Critica Limited | ABN 51 119 678 385

Proxy Voting Form

If you are attending the virtual Meeting please retain this Proxy Voting Form for online Securityholder registration.

Your proxy voting instruction must be received by **1:00pm (AWST) on Monday, 17 November 2025**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

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

YOUR NAME AND ADDRESS

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

STEP 1 - APPOINT A PROXY

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

DEFAULT TO THE CHAIR OF THE MEETING

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

STEP 2 - VOTES ON ITEMS OF BUSINESS

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

APPOINTMENT OF SECOND PROXY

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

SIGNING INSTRUCTIONS

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

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

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

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

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

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

CORPORATE REPRESENTATIVES

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

Lodging your Proxy Voting Form:

Online

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

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



BY MAIL:

Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:

Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:

meetings@automicgroup.com.au

BY FACSIMILE:

+61 2 8583 3040

All enquiries to Automic:

WEBSITE:

<https://automicgroup.com.au>

PHONE:

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

STEP 1 - How to vote

APPOINT A PROXY:

I/We being a Shareholder entitled to attend and vote at the Annual General Meeting of Critica Limited, to be held virtually at **1:00pm (AWST) on Wednesday, 19 November 2025** and physically at **The Park Business Centre, 45 Ventnor Avenue, West Perth WA 6005** hereby:

Appoint the Chair of the Meeting (Chair) OR if you are not appointing the Chair of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit and at any adjournment thereof.

[illegible]

The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote.

Unless indicated otherwise by ticking the “for”, “against” or “abstain” box you will be authorising the Chair to vote in accordance with the Chair’s voting intention.

AUTHORITY FOR CHAIR TO VOTE UNDIRECTED PROXIES ON REMUNERATION RELATED RESOLUTIONS

Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolutions 1, 4 and 5 (except where I/we have indicated a different voting intention below) even though Resolutions 1, 4 and 5 are connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.

VIRTUAL PARTICIPATION AT THE MEETING:

The Company is pleased to provide shareholders with the opportunity to attend and participate in a virtual Meeting through an online meeting platform powered by Automatic, where shareholders will be able to watch, listen, and vote online.

To access the virtual meeting:

1. Open your internet browser and go to **investor.automic.com.au**
2. Login with your username and password or click "**register**" if you haven't already created an account. **Shareholders are encouraged to create an account prior to the start of the meeting to ensure there is no delay in attending the virtual meeting**

Further information on how to do this is set out in the Notice of Meeting. The Explanatory Notes that accompany and form part of the Notice of Meeting describe the various matters to be considered.

STEP 2 - Your voting direction

Resolutions		For	Against	Abstain
1	Remuneration Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Re-Election of Mr Nick Cernotta as Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Election of Mr Jamie Byrde as Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Issue of Share Rights to Mr Timothy Lindley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Issue of Options to Mr Jacob Deyssel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please note: If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

STEP 3 – Signatures and contact details

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securituholder 2

Director

Securituholder 3

Director / Company Secretary

Contact Name:

[illegible]

Email Address:

[illegible]

Contact Daytime Telephone

[illegible]

Date (DD/MM/YY)

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By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible).