



HEAVY MINERALS LIMITED

ACN 647 831 883

Notice of Annual General Meeting

Annual General Meeting to be held at
Level 8, 216 St Georges Terrace, Perth on Thursday, 27 November 2025 commencing at 2:30pm (AWST).

Important

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

Shareholders are urged to attend the Meeting or vote by lodging the Proxy Form made available with the Notice.

Should you wish to discuss any matter please do not hesitate to contact the Company Secretary by telephone on +61 8 9481 0389 or via email at info@heavyminerals.com.

NOTICE OF ANNUAL GENERAL MEETING

Notice is given that the annual general meeting of the Shareholders of Heavy Minerals Limited ACN 647 831 883 (**Company**) will be held at Level 8, 216 St Georges Terrace, Perth on Thursday, 27 November 2025, commencing at 2:30pm (AWST).

The Explanatory Statement that accompanies and forms part of this Notice of Meeting describes in more detail the matters to be considered.

Business

Annual Report

To receive and 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, the Remuneration Report and the Auditor's Report.

Note: there is no requirement for Shareholders to approve the Annual Report.

Resolution 1: Adoption of Remuneration Report

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

"That, for the purposes of section 250R(2) of the Corporations Act and for all other purposes, the Remuneration Report for the financial year ended 30 June 2025 be adopted by Shareholders, on the terms and conditions beginning at page 10 in the Explanatory Statement."

Note: a vote on this Resolution is advisory only and does not bind the Directors or the Company.

Resolution 2: Re-election of Director – Aaron Williams

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

"That, for the purposes of Listing Rule 14.5 and Article 7.2(b) of the Constitution and, for all other purposes, Aaron Williams retires, and being eligible, is re-elected as a Director, on the terms and conditions beginning at page 11 in the Explanatory Statement."

Resolution 3: Approval of 10% Placement Facility

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

"That, pursuant to and in accordance with Listing Rule 7.1A, and for all other purposes, approval be given for the issue of Equity Securities totalling up to 10% of the issued capital of the Company at the time of issue, calculated in accordance with the formula prescribed in Listing Rule 7.1A.2, on the terms and conditions beginning at page 12 in the Explanatory Statement."

Resolution 4: Ratification of prior issues of Royalty Funding Options

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

"That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of 1,260,000 Royalty Funding Options to the Royalty Funding Participants (or their respective nominees) under Listing Rule 7.1, on the terms and conditions beginning at page 17 in the Explanatory Statement."

Resolution 5: Re-approval of Employee Securities Incentive Plan

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

"That, for the purposes of Exception 13(b) of Listing Rule 7.2 and for all other purposes, Shareholders re-approve the existing employee incentive scheme of the Company known as the "Heavy Minerals Limited Employee Securities Incentive Plan" (Plan) and the issue of up to 11,750,000 Securities under that Plan, on the terms and conditions beginning at page 20 in the Explanatory Statement."

Resolution 6: Approval of potential termination benefits under the Plan

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

"That, conditional on Resolution 5 being approved, for a period commencing from the date this Resolution is passed and ending upon the expiry of all Securities issued or to be issued under the Plan, approval is given for all purposes including Part 2D.2 of the Corporations Act for the giving of benefits to any current or future person holding a managerial or executive office of the Company or a related body corporate in connection with that person ceasing to hold such office, on the terms and conditions beginning at page 22 in the Explanatory Statement."

Resolution 7: Approval of issue of Additional Collateral Shares under the ATM Subscription Agreement

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

"That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of up to 3,300,000 Additional Collateral Shares under the ATM Subscription Agreement on the terms and conditions beginning at page 23 in the Explanatory Statement."

Resolution 8: Approval of issue of Director Performance Rights

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

"That, pursuant to and in accordance with Listing Rule 10.14, sections 195(4) and 208 of the Corporations Act and for all other purposes, Shareholders approve the issue of up to 9,600,000 Director Performance Rights to the Directors (or their respective nominees) under the Plan as follows:

(a) up to 5,500,000 Director Performance Rights to Adam Schofield;

(b) up to 2,050,000 Director Performance Rights to Aaron Williams;

(c) up to 2,050,000 Director Performance Rights to Greg Jones;

on the terms and conditions beginning at page 26 in the Explanatory Statement."

By order of the Board



Stephen Brockhurst

Company Secretary

Heavy Minerals Limited

16 October 2025

For personal use only

EXPLANATORY STATEMENT

Important information

This Explanatory Statement has been prepared for the information of the Shareholders of Heavy Minerals Limited ACN 647 831 883 (**Company**) in connection with the Resolutions to be considered at the Annual General Meeting to be held at Level 8, 216 St Georges Terrace, Perth on Thursday, 27 November 2025, commencing at 2:30pm (AWST).

The purpose of this Explanatory Statement is to provide Shareholders with all information known to the Company, which is material to a decision on how to vote on the Resolutions in the accompanying Notice of Meeting.

This Notice and Explanatory Statement should be read in their entirety. If Shareholders are in doubt as to how to vote, they should seek advice from their professional adviser prior to voting.

Interpretation

Capitalised terms which are not otherwise defined in this Notice and Explanatory Statement have the meanings given to those terms under the Definitions section. References to “\$” and “A\$” in this Notice and Explanatory Statement are references to Australian currency unless otherwise stated. References to time in this Notice and Explanatory Statement relate to the time in Perth, Western Australia.

Voting exclusions

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

Resolution 3: if at the time of the Meeting, the Company is proposing to make an issue of Equity Securities under Listing Rule 7.1A.2, by or on behalf of any persons who are expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a Shareholder), or any of their respective associates.

Resolution 4: by or on behalf of the Royalty Funding Participants (or their nominees) or any of their respective associates.

Resolution 5: by or on behalf of a person who is eligible to participate in the Plan, or any of their respective associates.

Resolution 7: by or on behalf of Acuity Capital (or its nominees) or any person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of the Additional Collateral Shares (except a benefit solely by reason of being a Shareholder), or any person who will or any of their respective associates.

Resolution 8(a): by or on behalf of Adam Schofield (or his nominees), a person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates.

Resolution 8(b): by or on behalf of Aaron Williams (or his nominees), a person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates.

Resolution 8(c): by or on behalf of Greg Jones (or his nominees), a person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates.

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

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

(c) a holder acting solely as nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

- (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
- (ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting prohibitions

If you purport to cast a vote other than as permitted below, that vote will be disregarded by the Company (as indicated below), and you may be liable for breaching the voting restrictions that apply to you under the Corporations Act.

Resolution 1: In accordance with sections 250BD and 250R of the Corporations Act, a vote on this Resolution must not be cast (in any capacity) by or on behalf of either 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 a member.

However, a person may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a person described above and either:

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

Resolution 5 and Resolution 6: In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote on the basis of that appointment, on these Resolutions if:

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

However, the above prohibition does not apply if:

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

Further, in accordance with section 200E(2A) of the Corporations Act, a vote on Resolution 6 must not be cast by any participants or potential participants in the Plan and their associates, otherwise the benefit of this Resolution will be lost by such a person in relation to that person's future retirement.

However, a vote may be cast by such a person if:

- (a) the person is appointed as proxy by writing that specifies the way the proxy is to vote on the Resolution; and

- (b) it is not cast on behalf of the person or an associate of the person.

Resolution 8(a) to (c) (inclusive): In accordance with sections 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

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

However, the above prohibition does not apply if:

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

Further, in accordance with section 224 of the Corporations Act, a vote on Resolutions 8(a) to (c) (inclusive) must not be cast (in any capacity) by or on behalf of a related party of the Company to whom the relevant Resolution would permit a financial benefit to be given, or an associate of such a related party.

However, the above prohibition does not apply if:

- (a) it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on the Resolution; and
- (b) it is not cast on behalf of a related party of the Company to whom the Resolution would permit a financial benefit to be given, or an associate of such a related party.

Please note: If the Chair is a person referred to in the section 224 Corporations Act voting prohibition statement above, the Chair will only be able to cast a vote as proxy for a person who is entitled to vote if the Chair is appointed as proxy in writing and the Proxy Form specifies how the proxy is to vote on the relevant Resolution.

Voting in person

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

Voting by a corporation

A Shareholder that is a corporation may appoint an individual to act as its representative and vote in person at the Meeting. The appointment must comply with the requirements of section 250D of the Corporations Act. The representative should bring to the Meeting evidence of his or her appointment, including any authority under which it is signed.

Voting by proxy

Shareholders are encouraged to vote by completing a Proxy Form.

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

Please note that:

- (a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;

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

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

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

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

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

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

the Chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting.

Chair's voting intentions

The Chair intends to exercise all available proxies in favour of all Resolutions, unless the Shareholder has expressly indicated a different voting intention. In exceptional circumstances, the Chair of the Meeting may change his/her voting intention on any Resolution, in which case an ASX announcement will be made.

Subject to the following paragraph, if the Chair is your proxy, either by appointment or by default, and you have not indicated your voting intention, you expressly authorise the Chair to exercise the proxy in respect of Resolution 1,

Resolution 5, Resolution 6, Resolution 8(a) to (c) (inclusive) though these Resolutions are connected directly or indirectly with the remuneration of the Company's Key Management Personnel.

If the Chair is a person referred to in the voting prohibition statement applicable to a Resolution (under section 224 of the Corporations Act), the Chair will only be able to cast a vote as proxy for you on the relevant Resolution if you are entitled to vote and have specified your voting intention in the Proxy Form.

Voting entitlements

In accordance with Regulations 7.11.37 of the *Corporations Regulations 2001* (Cth), the Board has determined that the persons eligible to vote at the Meeting are those who are registered Shareholders as at 4:00pm (AWST) on Tuesday, 25 November 2025.

Submitting questions

Shareholders may submit questions in advance of the Meeting to the Company. Questions must be submitted by emailing the Company Secretary at info@heavyminerals.com by 5:00pm (AWST) on Tuesday, 25 November 2025.

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

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

REGULATORY INFORMATION

1. Annual Report

In accordance with section 317 of the Corporations Act, Shareholders will be offered the opportunity to discuss the Annual Report, including the Financial Report, the Directors' Report and the Auditor's Report for the financial year ended 30 June 2025.

There is no requirement for Shareholders to approve the Annual Report.

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

- (i) discuss the Annual Report which is available online at <https://investorhub.heavyminerals.com/financial-reports>;
- (ii) ask questions about, or make comments on, the Annual Report and the management of the Company; and
- (iii) 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:

- (i) the preparation and content of the Auditor's Report;
- (ii) the conduct of the audit;
- (iii) accounting policies adopted by the Company in relation to the preparation of the financial statements; and
- (iv) 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 to the Company Secretary at the Company's registered office.

A representative of the Company's auditor, Criterion Audit Pty Ltd, will be in attendance at the Meeting to respond to any questions raised of the auditor or on the Auditor's Report.

The Company will not provide a hard copy of the Company's Annual Report to Shareholders unless specifically requested to do so.

2. 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.

In accordance with section 250R(3) of the Corporations Act, Shareholders should note that Resolution 1 is an "advisory only" Resolution which does not bind the Directors or the Company. If Resolution 1 is not passed, the Directors will not be required to alter any of the arrangements in the Remuneration Report.

If the Company's Remuneration Report receives a 'no' vote of 25% or more (**Strike**) at two consecutive annual general meetings, Shareholders will have the opportunity to remove the whole Board, except the managing director (if any).

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, if any) who were in office at the date of approval of the applicable Directors' Report must stand for re-election. The Company's Remuneration Report received a Strike at the 2022 annual general meeting which was taken into consideration by the Board, and as a result, the Board completed a comprehensive review of the executive remuneration framework to consider any changes deemed necessary by the Board to its remuneration structure. The Board is committed to achieving a better balance between improving the overall position of the Company and rewarding its Key Management Personnel accordingly.

The Company's Remuneration Report did not receive a Strike at the 2023 and 2024 annual general meetings held on 30 November 2023 and 29 November 2024 respectively. If the Remuneration Report receives a Strike at this Meeting, Shareholders should be aware that 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 a reasonable opportunity for Shareholders as a whole to ask about, or make comments on the Remuneration Report.

Additional information

Resolution 1 is an ordinary resolution.

Given the personal interests of all Directors in the outcome of this Resolution, the Board declines to make a recommendation to Shareholders regarding Resolution 1.

3. Resolution 2: Re-election of Director – Aaron Williams

Listing Rule 14.5 and Article 7.2(b) of the Constitution both provide that there must be an election of directors at each annual general meeting.

Article 7.2(b)(iv) of the Constitution provides that if no person is standing for election or re-election by rotation, then the person who has been a Director the longest without re-election must retire and stand for re-election and if 2 or more Directors have been a Director the longest and an equal time without re-election, then in default of agreement, the Director to retire will be determined by ballot.

Pursuant to Article 7.3 of the Constitution, a Director who retires in accordance with Article 7.2(b) of the Constitution holds office until the conclusion of the meeting at which that Director retires but is eligible for re-election and that re-election takes effect at the conclusion of the meeting.

Mr Aaron Williams and Mr Greg Jones were both last elected as Non-Executive Directors at the Company's annual general meeting held on 30 November 2023 and are the Directors who have been longest in office since their last election.

Accordingly, Mr Williams has agreed to retire at the Meeting, and being eligible, seeks re-election pursuant to Resolution 2.

If Resolution 2 is approved, Mr Williams will be re-elected as a Non-Executive Director at the conclusion of the Meeting.

If Resolution 2 is not approved, Mr Williams will not be re-elected as a Non-Executive Director.

Aaron Williams

Mr Williams is a renowned international expert in the garnet industry and his extensive experience and expertise will be invaluable as the Company works towards developing its industrial garnet mining operations. Mr Williams' career spans over three decades. From 2002 until 2011, he oversaw mining operations, head office functions, and international sales & marketing and distribution operations for GMA, the world's largest garnet producing group based in Western Australia. He also established the group's American business unit in Houston, Texas. From 2012 to 2020, Mr Williams co-founded and managed a Malaysian and later Saudi Arabian based manufacturer and distributor of abrasive blasting equipment, blast media abrasives, and related surface preparation consumables. More recently, he founded a blast media distribution business in Malaysia, looking after Southeast Asian maintenance contractors and fabrication yards. Mr Williams was a Board Director (Global Centre) for the Association for Material Protection and Performance (AMPP), 2022-2024 and is an AMPP Certified Coatings Inspector.

Mr Williams was also CEO of Melbourne based Abrasive Blasting Service and Supplies Pty Ltd, that manufacturers abrasive blasting equipment, and sells blast media and related consumables, across Australia, New Zealand and Southeast Asia.

Mr Williams does not currently hold any other material directorships, other than as disclosed in this Notice.

Mr Williams has acknowledged to the Company that he will have sufficient time to fulfil his responsibilities as a Director.

Independence

If elected, the Board (with Mr Williams abstaining) consider Mr Williams to be an independent director. Mr Williams is not considered by the Board to hold any interest, position or relationship that might influence, or reasonably be perceived to influence, in a material respect his capacity to bring an independent judgment to bear on issues before the Board and to act in the best interests of the entity as a whole rather than in the interests of an individual security holder or other party.

Board recommendation

The Board (with Mr Williams abstaining) support the re-election of Mr Williams on the basis of Mr Williams' skills, qualifications and experience and his contributions to the Board's activities to date. The Board (with Mr Williams abstaining) recommends Shareholders vote in favour of the re-election of Mr Williams.

Additional information

Resolution 2 is an ordinary resolution.

4. Resolution 3: Approval of 10% Placement Facility

The Company seeks Shareholder approval to issue Equity Securities up to 10% of its issued share capital through placements over a 12-month period (**Relevant Period**) after the Meeting (**10% Placement Facility**). The 10% Placement Facility is in addition to the Company's 15% placement capacity under Listing Rule 7.1.

The exact number of Equity Securities to be issued under the 10% Placement Facility will be determined in accordance with the formula prescribed in Listing Rule 7.1A.2 (see below).

Resolution 3 is a **special resolution** and therefore requires approval of 75% of the votes cast by Shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a corporate Shareholder, by a corporate representative).

If Resolution 3 is passed, the Company will be able to issue Equity Securities up to the combined 25% limit in Listing Rules 7.1 and 7.1A without any further Shareholder approval.

If Resolution 3 is not passed, the Company will not be able to access the additional 10% capacity to issue Equity Securities without Shareholder approval provided for in Listing Rule 7.1A and will remain subject to the 15% limit on issuing Equity Securities without Shareholder approval in Listing Rule 7.1.

Listing Rule 7.1A

(a) Eligible entity

An eligible entity for the purposes of Listing Rule 7.1A is an entity that is not included in the S&P/ASX 300 Index and has a market capitalisation of \$300 million or less.

The Company is an eligible entity as it is not included in the S&P/ASX 300 Index and has a market capitalisation of approximately \$25.6 million, based on the closing price of Shares \$0.375 on 15 October 2025.

(b) Equity Securities that can be issued

Any Equity Securities issued under the 10% Placement Facility must be in the same class as an existing quoted class of Equity Securities of the eligible entity.

As at the date of the Notice, the Company has on issue one quoted class of Equity Securities; Shares.

(c) Maximum number of Equity Securities which may be issued

Listing Rule 7.1A.2 provides that under the approved 10% Placement Facility, the Company may issue or agree to issue a number of Equity Securities calculated in accordance with the following formula:

$$(A \times D) - E$$

Where:

“A” = the number of fully paid ordinary shares on issue at the commencement of the Relevant Period:

(A) plus the number of fully paid shares issued in the Relevant Period under an exception in Listing Rule 7.2 other than exception 9, 16 or 17;

(B) plus the number of fully paid ordinary shares issued in the Relevant Period on the conversion of convertible securities within Listing Rule 7.2 exception 9 where:

- the convertible securities were issued or agreed to be issued before the commencement of the Relevant Period; or

- the issue of, or agreement to issue, the convertible securities was approved, or taken under the Listing Rules to have been approved, under Listing Rule 7.1 or Listing Rule 7.4;

(C) plus the number of fully paid ordinary shares issued in the Relevant Period under an agreement to issue securities within Listing Rule 7.2 exception 16 where:

- the agreement was entered into before the commencement of the Relevant Period; or

- the agreement or issue was approved, or taken under the Listing Rules to have been approved, under Listing Rule 7.1 or Listing Rule 7.4;

- (D) plus the number of any other fully paid ordinary shares issued in the Relevant Period with approval under Listing Rule 7.1 or Listing Rule 7.4;
- (E) plus the number of partly paid shares that became fully paid Shares in the Relevant Period; and
- (F) less the number of fully paid ordinary shares cancelled in the Relevant Period.

Note that 'A' has the same meaning in Listing Rule 7.1 when calculating the Company's 15% annual placement capacity, and 'Relevant Period' has the relevant meaning given in Listing Rule 7.1 and 7.1A.2, namely, the 12 month period immediately preceding the date of the issue or agreement.

"D" = is 10%.

"E" = is the number of Equity Securities issued or agreed to be issued under Listing Rule 7.1A.2 in the Relevant Period where the issue or agreement has not been subsequently approved by Shareholders under Listing Rule 7.4.

The actual number of Equity Securities that may be issued under Listing Rule 7.1A is calculated at the date of issue of the Equity Securities in accordance with the above formula.

(d) Interaction with Listing Rule 7.1

The ability of an entity to issue Equity Securities under Listing Rule 7.1A is in addition to the entity's 15% placement capacity under Listing Rule 7.1.

(e) Minimum Issue Price

Any Equity Securities issued under Listing Rule 7.1A must be for a cash consideration per Equity Security which is not less than 75% of the VWAP of Equity Securities in the same class calculated over the 15 Trading Days on which trades in that class were recorded immediately before:

- (i) the date on which the price at which the Equity Securities are to be issued is agreed by the Company and the recipient of the Equity Securities; or
- (ii) if the Equity Securities are not issued within 10 Trading Days of the date in paragraph (i) above, the date on which the Equity Securities are issued,
(Minimum Issue Price).

Specific information required by Listing Rule 7.3A

For the purposes of Listing Rule 7.3A, the following information is provided in relation to the 10% Placement Facility:

- (a) Shareholder approval of the 10% Placement Facility will be valid for the period commencing on the date of the Meeting and expires on the first to occur of the following:
 - (i) the date that is 12 months after the date of the Meeting;
 - (ii) the time and date of the Company's next annual general meeting; and
 - (iii) the time and date of the approval by Shareholders of a transaction under Listing Rule 11.1.2 or Listing Rule 11.2,

(10% Placement Period).

- (b) Where the Company issues Equity Securities under the 10% Placement Facility, it will only do so for cash consideration and the issue price will be not less than the Minimum Issue Price.
- (c) The Company intends to use any funds raised towards continued exploration and expenditure on the Company's current assets, acquisition of new assets or investments (including expenses associated with such acquisitions) and/or general working capital.
- (d) There is a risk of economic and voting dilution to existing Shareholders in approving the 10% Placement Facility, including the risks that:
 - (i) the market price for the Company's Equity Securities may be significantly lower on the date of the issue of the Equity Securities than when Shareholders approve the 10% Placement Facility; and
 - (ii) the Equity Securities may be issued at a price that is at a discount to the market price for the Company's Equity Securities on the issue date.

If this Resolution 3 is approved by Shareholders and the Company issues Equity Securities under the 10% Placement Facility, the existing Shareholders' economic and voting power in the Company may be diluted as shown in the below table.

The table below shows the potential dilution of existing Shareholders based on the current market price of Shares and the current number of Shares for Variable 'A' calculated in accordance with the formula in Listing Rule 7.1A.2 as at the date of this Notice (**Variable A**), with:

- (i) two examples where Variable A has increased by 50% and 100%; and
- (ii) two examples of where the issue price of Shares has decreased by 50% and increased by 100% as against the current market price.

Dilution				
Variable 'A' in Listing Rule 7.1A.2 (Shares on issue)	Issue price per Share	\$0.1875 (50% decrease)	\$0.375 (Current)	\$0.75 (100% increase)
68,343,592 (Current)	10% voting dilution	6,834,359	6,834,359	6,834,359
	Funds raised	\$1,281,442	\$2,562,885	\$5,125,769
102,515,388 (50% increase)	10% voting dilution	10,251,539	10,251,539	10,251,539
	Funds raised	\$1,922,164	\$3,844,327	\$7,688,654
136,687,184 (100% increase)	10% voting dilution	13,668,718	13,668,718	13,668,718
	Funds raised	\$2,562,885	\$5,125,769	\$10,251,539

Notes:

- (i) The table has been prepared on the following assumptions:
 - (A) The Company issues, or agrees to issue, the maximum number of Equity Securities available under the 10% Placement Facility.
 - (B) No convertible securities have been exercised before the date of the issue of the Equity Securities.
 - (C) The 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%.
 - (D) The issue of Equity Securities under the 10% Placement Facility consists only of Shares. If the issue of Equity Securities includes quoted Options, it is assumed that those quoted Options are exercised into Shares for the purpose of calculating the voting dilution effect on existing Shareholders.
 - (E) The issue price is the current market price \$0.375, being the closing price of the Shares on ASX on 15 October 2025, being the latest practicable date that the Company's Shares were traded on the ASX before this Notice was printed.
 - (F) Variable A comprises of 68,343,592 existing Shares on issue as at the date of this Notice, assuming the Company has not issued any Shares in the 12 months prior to the Meeting that were not issued under an exception in Listing Rule 7.2 or with Shareholder approval under Listing Rule 7.1 and 7.4.
- (ii) The number of Shares on issue (i.e. Variable A) may increase as a result of issues of Shares that do not require Shareholder approval (for example, a pro rata entitlements issue, scrip issued under a takeover offer or upon exercise of convertible securities) or future specific placements under Listing Rule 7.1 that are approved at a future Shareholders' meeting.
- (iii) The 10% voting dilution reflects the aggregate percentage dilution against the issued Share capital at the time of issue. This is why the voting dilution is shown in each example as 10%.
- (iv) The table does not show an example of dilution that may be caused to a particular Shareholder by reason of placements under the 10% Placement Facility, based on that Shareholder's holding at the date of the Meeting.
- (v) The table shows only the effect of issues of Equity Securities under Listing Rule 7.1A, not under the 15% placement capacity under Listing Rule 7.1.

(e) The Company's policy for allocating Equity Securities issued under the 10% Placement Facility will be determined on a case-by-case basis depending upon the purpose, and prevailing market conditions at the time, of any issue and having regard to factors including but not limited to the following:

- (i) The fundraising methods available to the Company, including but not limited to, rights issues or other issues in which existing Shareholders can participate.
- (ii) The effect of the issue of the Equity Securities on the control of the Company.
- (iii) The financial situation and solvency of the Company.
- (iv) Advice from corporate, financial and broking advisers (if applicable).

The allottees under the 10% Placement Facility have not been determined as at the date of this Notice but may include existing substantial Shareholders and/or new Shareholders who are not related parties or associates of a related party of the Company.

(f) The Company has previously obtained Shareholder approval under Listing Rule 7.1A at its annual general meeting held on 29 November 2024.

In the 12 months preceding the date of the Meeting and as at the date of this Notice, the Company has not issued or agreed to issue Equity Securities under Listing Rule 7.1A.

(g) At the date of this Notice, the Company is not proposing to make an issue of Equity Securities under Listing Rule 7.1A.2 and has not approached any particular existing Shareholder or security holder or an identifiable class of existing security holders to participate in any such issue. However, in the event that between the date of this Notice and the date of the Meeting, the Company proposes to make an issue of Equity Securities under Listing Rule 7.1A to one or more existing Shareholders, those Shareholders' votes will be excluded under the voting exclusion statement in the Notice.

Board recommendation

Resolution 3 is a **special** resolution and therefore requires approval of 75% of the votes cast by Shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a corporate Shareholder, by a corporate representative).

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

5. Resolution 4: Ratification of prior issues of Royalty Funding Options

General

In connection with the Company's announcements on 29 September 2023 and 8 August 2024 whereby the Company announced that it had entered into binding subscription agreements with professional and sophisticated investors (**Royalty Funding Participants**) to undertake a pre-paid royalty funding (**Royalty Funding**), the Company has:

- (a) completed tranche 1 of the Royalty Funding raising a total of \$2,130,000 (before costs) in consideration for the grant of an aggregate 1.065% in gross revenue royalty in the Port Gregory Project together with the issue of an aggregate of 2,130,000 unquoted Options exercisable at \$0.25 each and expiring on various dates, on the basis one (1) free attaching unquoted Option for every \$1 paid to the Company under the subscription agreements (**Tranche 1 Royalty Funding Options**); and
- (b) as at the date of this Notice, has raised a total of \$390,000 (before costs) (with an additional \$100,000 committed and to be received shortly) pursuant to tranche 2 of the Royalty Funding in consideration for the grant of an aggregate of 0.27% in gross revenue royalty in the Port Gregory Project together with the issue of an aggregate of 490,000 unquoted Options exercisable at various exercise prices (based on a 50% premium to the VWAP of the Company's Shares in the 10 trading days prior to the grant of the Options) and expiring on various dates, on the basis one (1) free attaching unquoted Option for every \$1 paid to the Company under the subscription agreements (**Tranche 2 Royalty Funding Options**).

A total of \$2,520,000 has been received by the Company as at the date of this Notice in respect to the Royalty Funding.

As at the date of this Notice, a total of 2,620,000 Royalty Funding Options have been issued using the Company's available placement capacity under Listing Rule 7.1, which include the following 1,260,000 Royalty Funding Options issued in the 12 months prior to the date of the Meeting:

Number of Royalty Funding Options	Issue date	Exercise price	Expiry date
375,000	29 November 2024	\$0.25	7 August 2026
375,000	17 February 2025	\$0.25	7 August 2026
10,000	17 February 2025	\$0.25	4 February 2027
20,000	6 March 2025	\$0.25	30 July 2026
20,000	30 June 2025	\$0.3255	27 April 2027
100,000	30 June 2025	\$0.3255	28 April 2027
20,000	30 June 2025	\$0.3295	1 May 2027
50,000	30 June 2025	\$0.3176	9 May 2027
50,000	30 June 2025	\$0.3882	20 May 2027
60,000	30 June 2025	\$0.4086	30 May 2027
25,000	30 June 2025	\$0.4484	24 June 2027
10,000	8 September 2025	\$0.46	3 July 2027
25,000	8 September 2025	\$0.4875	18 July 2027
20,000	8 September 2025	\$0.5045	4 August 2027
100,000	8 September 2025	\$0.4714	1 September 2027

Resolution 4 seeks the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of 1,260,000 Royalty Funding Options, being, as at the date of this Notice, those that were issued in the 12 months prior to the Meeting.

Listing Rules 7.1 and 7.4

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

The issue of 1,260,000 Royalty Funding Options does not fit within any of the exceptions to Listing Rule 7.1 and, as it has not yet been approved by Shareholders, effectively uses up the Company's 15% placement capacity under Listing Rule 7.1. This reduces the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the issue of these Royalty Funding Options.

Listing Rule 7.4 provides an exception to Listing Rule 7.1. It provides that where a company in a general meeting ratifies the previous issue of securities made pursuant to Listing Rule 7.1 (and provided that the previous issue did not breach Listing Rule 7.1), those securities will be deemed to have been made with shareholder approval for the purpose of Listing Rule 7.1.

The effect of Shareholders passing Resolution 4 will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% annual placement capacity under Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

If Resolution 4 is passed, 1,260,000 Royalty Funding Options will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the issue date.

If Resolution 4 is not passed, 1,260,000 Royalty Funding Options will continue to be included in the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, to the extent of 1,260,000 Equity Securities for the 12 month period following the issue of the relevant Royalty Funding Options.

Specific information required by Listing Rule 7.5

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to the ratification of the issue of the 1,260,000 Royalty Funding Options:

- (a) These Royalty Funding Options were issued to the relevant Royalty Funding Participants, none of whom is a related party of the Company, or a Material Investor.
- (b) A total of 1,260,000 Royalty Funding Options were issued in the 12 months prior to the date of this Notice using the Company's available placement capacity under Listing Rule 7.1.
- (c) These Royalty Funding Options have varying exercise prices and the expiry dates set out in Section 4 above under the heading 'General'. These Royalty Funding Options are otherwise subject to the terms and conditions in Schedule 1.
- (d) These Royalty Funding Options were issued on the dates set out in Section 4 above under the heading 'General'.
- (e) These Royalty Funding Options were issued for nil cash consideration as they were free attaching Options under the Royalty Funding. Accordingly, no funds were raised by the issue of these Royalty Funding Options.
- (f) These Royalty Funding Options were issued pursuant to the terms of each binding subscription agreement between the relevant Royalty Funding Participant and the Company (**Royalty Subscription Agreement**), under which the relevant Royalty Funding Participants paid an aggregate of \$1,260,000 for a proportion of the aggregate 1.335% of gross revenue royalties at the Port Gregory Project. The terms of the royalty held by a Royalty Funding Participant are set out in the royalty deed between the relevant Royalty Funding Participant and the Company (**Royalty Deed**), which contains provisions which allow the Company to extinguish 60% of the royalty amount at its election at any time within the 2 years (**Second Anniversary**) from completion of the Royalty Subscription Agreement through the payment of 125% of the subscription amount (**Extinguishment Fee**). Similarly, the relevant Royalty Funding Participants who hold a royalty interest on the Second Anniversary may, within 90 days of the Second Anniversary, elect to be paid the Extinguishment Fee to extinguish 60% of their royalty interest.
- (g) A voting exclusion statement is included in the Notice.

Additional information

Resolution 4 is an ordinary resolution.

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

6. Resolution 5: Re-approval of Employees Security Incentive Plan

General

The Company considers that it is desirable to maintain an employee incentive scheme pursuant to which the Company can issue Equity Securities to attract, motivate and retain key Directors, employees and consultants and provide them with the opportunity to participate in the future growth of the Company.

Shareholder approval is sought under Resolution 5 for the issue of up to a maximum of 11,750,000 Equity Securities under the employee incentive scheme titled 'Heavy Minerals Limited Employee Securities Incentive Plan' (**Plan**) pursuant to Listing Rule 7.2 exception 13(b).

Shareholders previously approved the issue of Equity Securities under the Plan as an exception to ASX Listing Rule 7.1 at the Company's 2022 annual general meeting (**2022 ESIP Approval**). Listing Rule 7.2 exception 13(b) provides that this approval lasts for a period of three years. The 2022 ESIP Approval is due to expire on 29 November 2025 and re-approval is therefore sought for the Plan by Shareholders at this Meeting.

Under the Plan, the Board may offer to eligible persons the opportunity to subscribe for such number of Equity Securities in the Company as the Board may decide and on the terms set out in the rules of the Plan. A summary of the key terms of the Plan is provided in Schedule 2. In addition, a copy of the Plan is available for review by Shareholders at the registered office of the Company until the date of the Meeting. Shareholders are invited to contact the Company if they have any queries.

Listing Rules 7.1 and 7.2, exception 13(b)

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

Listing Rule 7.2, exception 13(b), provides an exception to Listing Rule 7.1 such that issues of Equity Securities under an employee incentive scheme are exempt for a period of three years from the date on which Shareholders approve the issue of Equity Securities under the scheme as an exception to Listing Rule 7.1.

Listing Rule 7.2, exception 13(b), ceases to be available to the Company if there is a material change to the terms of the Plan from those set out in this Notice.

If Resolution 5 is passed, the Company will be able to issue up to approximately 11,750,000 Equity Securities under the Plan pursuant to Listing Rule 7.2, exception 13(b), to eligible participants over a period of three years up to a nominated maximum amount without using the Company's 15% annual placement capacity under Listing Rule 7.1.

However, any future issues of Equity Securities under the Plan to a related party or a person whose relationship with the Company or the related party is, in ASX's opinion, such that approval should be obtained will require additional Shareholder approval under Listing Rule 10.14 at the relevant time.

If Resolution 5 is not passed, any issue of Equity Securities pursuant to the Plan must either be undertaken using the Company's 15% annual placement capacity under Listing Rule 7.1, or with prior Shareholder approval.

Specific information required by Listing Rule 7.2, exception 13(b)

Pursuant to and in accordance with Listing Rule 7.2, exception 13(b), the following information is provided in relation to the Plan:

- (a) A summary of the material terms of the Plan is in Schedule 2.
- (b) As at the date of this Notice, the following Equity Securities have been issued under the Plan since it was last approved by Shareholders on 29 November 2022:

Issue Date	Equity Security	Number of Equity Securities
3 April 2023	Performance Rights	1,500,000
3 April 2023	Options	1,500,000
7 December 2023	Options	4,500,000 ⁽¹⁾
7 December 2023	Options	300,000
12 March 2025	Shares	500,000
12 March 2025	Performance Rights	1,000,000

Note:

1. These Options were issued with the approval of Shareholders pursuant to Listing Rule 10.14 at the Company's 2023 annual general meeting held on 30 November 2023.

- (c) The maximum number of Equity Securities proposed to be issued under the Plan pursuant to Listing Rule 7.2, exception 13(b), following approval of Resolution 5 is 11,750,000 (subject to adjustment in the event of a reorganisation of capital and further subject to applicable laws and the Listing Rules). This number comprises approximately 15% of the Company's Equity Securities currently on issue.

The maximum number of Equity Securities is not intended to be a prediction of the actual number to be issued under the Plan but is specified for the purpose of setting a ceiling in accordance with Listing Rule 7.2 exception 13(b).

- (d) A voting exclusion statement is included in the Notice.

Additional information

Resolution 5 is an ordinary resolution.

The Board declines to make a recommendation in relation to Resolution 5 due to the Directors' potential personal interests in the outcome of the Resolution.

7. Resolution 6: Approval of potential termination benefits under the Plan

General

The Corporations Act contains certain limitations concerning the payment of 'termination benefits' to persons who hold a 'managerial or executive office'. The Listing Rules also provides certain limitations on the payment of 'termination benefits' to officers of listed entities. As is common with employee incentive schemes, the Plan provides the Board with the discretion to, amongst other things, determine that some or all of the Equity Securities granted to a participant under the Plan (**Plan Securities**) will not lapse in the event of that participant ceasing their engagement with the Company before such Plan Securities have vested. This 'accelerated vesting' of Plan Securities may constitute a 'termination benefit' prohibited under the Corporations Act, regardless of the value of such benefit, unless Shareholder approval is obtained.

As the Company is seeking a fresh approval under Listing Rule 7.2, exception 13(b) at this Meeting (the subject of Resolution 5) to adopt the Plan, the Board has resolved to seek Shareholder approval for the granting of such termination benefits in accordance with this Resolution.

If Resolution 6 is not passed, the Company will not be able to offer 'termination benefits' to persons who hold a 'managerial or executive office' pursuant to the terms of the Plan unless Shareholder approval is obtained each and every time such termination benefit is proposed, in accordance with section 200E of the Corporations Act.

Part 2D.2 of the Corporations Act

Under section 200B of the Corporations Act, a company may only give a person a benefit in connection with them ceasing to hold a 'managerial or executive office' (as defined in the Corporations Act) if an exemption applies or if the benefit is approved by Shareholders in accordance with section 200E of the Corporations Act.

Subject to Shareholder approval of Resolution 5, Shareholder approval is sought for the purposes of Part 2D.2 of the Corporations Act to approve the giving of benefits under the Plan to a person by the Company in connection with that person ceasing to be an officer of, or ceasing to hold a managerial or executive office in, the Company (or subsidiary of the Company) on the terms and conditions in this Explanatory Statement.

Under the terms of the Plan and subject to the Listing Rules and the Corporations Act, the Board possesses the discretion to vary the terms or conditions of the Plan Securities. Notwithstanding the foregoing, without the consent of the participant in the Plan, no amendment may be made to the terms of any granted Plan Security which reduces the rights of the participant in respect of that Plan Security, other than an amendment introduced primarily to comply with legislation, to correct any manifest error or mistake or to take into consideration possible adverse tax implications.

As a result of the above discretion, the Board has the power to determine that some or all of a participant's Plan Securities will not lapse in the event of the participant ceasing employment or office before the vesting of their Plan Securities.

The exercise of this discretion by the Board may constitute a 'benefit' for the purposes of section 200B of the Corporations Act. The Company is therefore seeking Shareholder approval for the exercise of the Board's discretion in respect of any current or future participant in the Plan who holds:

- (a) a managerial or executive office in, or is an officer of, the Company (or subsidiary of the Company) at the time of their leaving or at any time in the three years prior to their leaving; and
- (b) Plan Securities at the time of their leaving.

Valuation of the termination benefits

Provided Shareholder approval is given, the value of the termination benefits may be disregarded when applying section 200F(2)(b) or section 200G(1)(c) of the Corporations Act (i.e. the approved benefit will not count towards the statutory cap under the legislation).

The value of the termination benefits that the Board may give under the Plan cannot be determined in advance. This is because various matters will or are likely to affect that value. In particular, the value of a particular benefit will depend on factors such as the Company's Share price at the time of vesting and the number of Plan Securities that will vest or otherwise be affected. The following additional factors may also affect the benefit's value:

- (a) the participant's length of service and the status of the vesting conditions attaching to the relevant Plan Securities at the time the participant's employment or office ceases;
- (b) the protective terms and conditions contained in the Plan which include circumstances which result in the forfeiture of unvested Plan Securities; and
- (c) the number of unvested Plan Securities that the participant holds at the time they cease employment or office.

In accordance with Listing Rule 10.19, the Company will ensure that no officer of the Company or any of its child entities will, or may be, entitled to termination benefits if the value of those benefits and the terminations benefits that are or may be payable to all officers together exceed 5% of the equity interests of the Company as set out in the latest accounts given to ASX under the Listing Rules, without the approval of Shareholders.

Additional information

Resolution 6 is conditional on the passing of Resolution 5.

If Resolution 5 is not approved at the Meeting, Resolution 6 will not be put to Shareholders at the Meeting.

Resolution 6 is an ordinary resolution.

The Board declines to make a recommendation in relation to Resolution 6 due to their potential personal interests in the outcome of the Resolution.

8. Resolution 7: Approval of Issue of Additional Collateral Shares under the ATM Subscription Agreement

General

On 8 August 2024, the Company announced that it had entered into an At-the-Market Subscription Agreement with Acuity Capital (**Subscription Agreement** or **ATM Subscription Agreement**). The Subscription Agreement provides the Company with up to \$2,000,000 of standby equity capital for the 5 years to 31 July 2029 (**Subscription Period**), subject to the terms and conditions of the Subscription Agreement. The key terms of the Subscription Agreement are summarised below.

On 8 August 2024, the Company issued 3,300,000 Collateral Shares to Acuity Capital utilising the Company's available placement capacity under Listing Rule 7.1 which was ratified by Shareholders pursuant to Listing Rule 7.4 at the Company's annual general meeting held on 29 November 2024.

To date, the Company has utilised the Subscription Agreement and raised a total of \$585,000 (inclusive of costs) through the set-off of 2,025,000 Collateral Shares previously issued to Acuity Capital (refer to the

Company's ASX announcements on 21 March, 24 June, 25 July and 8 September 2025 for further details) (together, the **ATM Raises**).

Resolution 7 seeks Shareholder approval pursuant to Listing Rule 7.1 for the issue of up to 3,300,000 additional Collateral Shares (**Additional Collateral Shares**) to Acuity Capital (or its nominees) to effectively replenish the number of Collateral Shares set-off pursuant to the ATM Raises and any additional Collateral Shares that may be set-off by the Company utilising the Subscription Agreement between the date of the Notice and 3 months following the Meeting. In the event that the Company does not set-off any Collateral Shares between the date of this Notice and 3 months following the Meeting, the Company only intends to then issue 2,025,000 Additional Collateral Shares pursuant to and for the purposes of this Resolution 7.

Key terms of the Subscription Agreement

- (a) **(Subscription Amount)**: the maximum subscription is an aggregate \$2,000,000 during the Subscription Period;
- (b) **(Activation Period)**: the Company may issue an activation notice at any time during the Subscription Period which (among other things):
 - (i) must specify:
 - (A) the activation period start date and end date which may be any period determined by the Company within the Subscription period (**Activation Period**);
 - (B) the minimum issue price applicable to the relevant Activation Period, as determined by the Company; and
 - (C) the maximum number of Shares to be issued by the Company for the relevant Activation Period; and
 - (ii) may specify a maximum dollar value of Shares to be issued by the Company Activation Period;
- (c) **(Subscription)**: Acuity Capital may, but is not obliged to, subscribe for Shares (**Subscription Shares**) by issuing a subscription notice to the Company during an Activation Period (**Subscription Notice**);
- (d) **(Issue Price)**: the Subscription Shares will have an issue price (**Issue Price**) equal to the greater of:
 - (i) a 10% discount to the volume weighted average price of the Company's Shares traded by Acuity Capital on ASX or Cboe Australia (as the context requires) during the relevant Activation Period and as notified to the Company; and
 - (ii) the minimum issue price for the relevant Activation Period, as determined by the Company;
- (e) **(Collateral Shares)**: the Company will issue 3,300,000 Collateral Shares to Acuity Capital to be held as security for the obligations owed by the Company under the Subscription Agreement and, to the extent that any Collateral Shares have not been set off against the Company's obligation to deliver Subscription Shares at completion of the Subscription Period (refer to (f) below), those Collateral Shares shall be dealt with as follows on the earlier of completion of the Subscription Period or termination of the Subscription Agreement:
 - (i) the Company and Acuity Capital shall enter into a buy back agreement for the Company to buy back (for nil consideration) and cancel the Collateral Shares;
 - (ii) if agreed by the Company and Acuity Capital, Acuity Capital may acquire the Collateral Shares at a price agreed by the parties; or

- (iii) the Company elect that the Collateral Shares are transferred to a third party nominated by the Company.
- (f) **(Collateral Shares – Set Off):** The Company and Acuity Capital may agree that the Company's obligation to issue Subscription Shares in accordance with a Subscription Notice and the Subscription Agreement may be satisfied by an equivalent number of Collateral Shares being retained by Acuity Capital at the Issue Price. In such circumstances, Acuity Capital will retain full rights over that number of the Collateral Shares that was required to be issued under the Subscription Notice and will not be required to return that number of Collateral Shares in accordance with the Subscription Agreement or at all.
- (g) **(Termination):**
 - (i) the Company may terminate the Subscription Agreement at any time during the Subscription Period by giving a written notice to Acuity Capital; and
 - (ii) Acuity Capital may terminate the Subscription Agreement in the event that the Company commits material breach of the terms of the agreement and fails to rectify such default within 5 business days of receiving a notice requiring it to do so.

Listing Rule 7.1

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

The issue of the Collateral Shares does not fall within any of these exceptions and while the issue does not exceed the 15% limit in Listing Rule 7.1 and can therefore be made without breaching that rule, the Company wishes to retain as much flexibility as possible to issue additional Equity Securities into the future without having to obtain prior Shareholder approval under Listing Rule 7.1. To do this, the Company is asking Shareholders to approve the issue under Listing Rule 7.1 so that it does not use up any of the 15% limit on issuing Equity Securities without Shareholder approval set out in Listing Rule 7.1.

To this end, Resolution 7 seeks Shareholder approval to the issue of the Additional Collateral Shares for the purposes of Listing Rule 7.1.

Information required by Listing Rule 14.1A

If Resolution 7 is passed, the issue of the Additional Collateral Shares can proceed without using up any of the Company's 15% limit on issuing Equity Securities without Shareholder approval.

If Resolution 7 is not passed, the Company can still proceed with the issue of the Additional Collateral Shares, but it will reduce, to the extent of the number of Shares issued, the Company's capacity to issue Equity Securities without Shareholder approval under Listing Rule 7.1 for 12 months following the issue.

Information required by Listing Rule 7.3

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

- (a) The Additional Collateral Shares will be issued to Acuity Capital (or its nominees), none of whom are a related party or Material Investor.
- (b) A maximum of 3,300,000 Collateral Shares will be issued.

- (c) The Additional Collateral Shares will be fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue.
- (d) The Additional Collateral Shares will be issued no later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules).
- (e) The Additional Collateral Shares will be issued for nil cash consideration as security under the Subscription Agreement, on the same terms as the other Collateral Shares issued on 8 August 2024. Accordingly, no funds will be raised by the issue of the Additional Collateral Shares.
- (f) A summary of the key terms of the Subscription Agreement is set out above.
- (g) A voting exclusion statement is included in the Notice.

Additional information

Resolution 7 is an ordinary resolution.

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

9. Resolution 8(a) to (c) (inclusive) – Approval of issue of Director Performance Rights

General

The Company is proposing, subject to obtaining Shareholder approval, to issue up to a total of 9,600,000 Performance Rights to the Directors (or their respective nominees) under the Plan (**Director Performance Rights**) as follows:

Class	Number of Director Performance Rights		
	Adam Schofield (<i>Executive Chairman</i>)	Aaron Williams (<i>Non-Executive Director</i>)	Greg Jones (<i>Non-Executive Director</i>)
A	500,000	175,000	175,000
B	500,000	175,000	175,000
C	500,000	175,000	175,000
D	500,000	175,000	175,000
E	500,000	175,000	175,000
F	500,000	175,000	175,000
G	1,250,000	500,000	500,000
H	1,250,000	500,000	500,000
Total	5,500,000	2,050,000	2,050,000

The Director Performance Rights are to be issued under the Plan. A summary of the material terms of the Plan is in Schedule 2. The Director Performance Rights will be issued on the terms and conditions set out in Schedule 3 and be subject to the following vesting conditions:

Class	Number of Director Performance Rights	Vesting Condition	Vesting Date	Expiry Date
A	850,000	The Company achieving a market capitalisation of \$40,000,000 on or before the Vesting Date	36 months from the date of issue	48 months from the date of issue
B	850,000	The Company achieving a market capitalisation of greater than \$40,000,000 for 12 months (whether continuous or non-continuous) on or before the Vesting Date	36 months from the date of issue	48 months from the date of issue
C	850,000	The Company achieving a market capitalisation of \$80,000,000 on or before the Vesting Date	36 months from the date of issue	48 months from the date of issue
D	850,000	The Company achieving a market capitalisation of greater than \$80,000,000 for 12 months (whether continuous or non-continuous) on or before the Vesting Date	36 months from the date of issue	48 months from the date of issue
E	850,000	The Company achieving a market capitalisation of \$120,000,000	36 months from the date of issue	48 months from the date of issue
F	850,000	The Company achieving a market capitalisation of greater than \$120,000,000 for 12 months (whether continuous or non-continuous) on or before the Vesting Date	36 months from the date of issue	48 months from the date of issue
G	2,250,000	The Company achieves first Commercial Production on or before the Vesting Date	31 December 2026	48 months from the date of issue
H	2,250,000	The Company achieves second Commercial Production on or before the Vesting Date	30 June 2028	48 months from the date of issue

The proposed issue of the Director Performance Rights seeks to align the efforts of the Directors in seeking to achieve growth of the Share price and in the creation of Shareholder value. In addition, the Board also believes that incentivising with Performance Rights is a prudent means of conserving the Company's available cash reserves. The Board believes it is important to offer these Director Performance Rights to reward the

delivery of key strategic milestones of the Company in order to continue to attract and maintain highly experienced and qualified Board members in a competitive market.

Resolution 8(a) to (c) (inclusive) seeks Shareholder approval pursuant to Listing Rule 10.14 and sections 195(4) and 208 of the Corporations Act for the issue of up to 9,600,000 Director Performance Rights to the Directors (or their respective nominees) under the Plan.

Listing Rule 10.14

Listing Rule 10.14 provides that an entity must not permit any of the following persons to acquire Equity Securities under an employee incentive scheme without the approval of its Shareholders:

- (a) a director of the entity (Listing Rule 10.14.1);
- (b) an associate of a person referred to in Listing Rule 10.14.1 (Listing Rule 10.14.2); and
- (c) a person whose relationship with the entity or a person referred to in Listing Rules 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by Shareholders.

The proposed issue of the Director Performance Rights falls within Listing Rule 10.14.1 (or Listing Rule 10.14.2 if a Director elects for the Director Performance Rights to be issued to their respective nominees) and therefore requires the approval of Shareholders under Listing Rule 10.14.

Approval pursuant to Listing Rule 7.1 is not required for the issue of the Director Performance Rights as approval is being obtained under Listing Rule 10.14. Accordingly, the issue of the Director Performance Rights will not be included in the Company's 15% annual placement capacity in Listing Rule 7.1.

The effect of Shareholders passing Resolution 8(a) to (c) (inclusive) will be to allow the Company to proceed with the issue of the Director Performance Rights to the Directors (or their respective nominees) in the proportions listed above.

If Resolution 8(a) to (c) (inclusive) are not passed, the Company will not be able to proceed with the issue of the Director Performance Rights to the Directors (or their respective nominees) and the Company will consider other alternative commercial means to incentivise the Directors, including by the payment of cash, subject to the requirements of the Constitution, Corporations Act and Listing Rules.

Resolution 8(a) to (c) (inclusive) are not conditional on each other, and Shareholders may approve one or all of those Resolutions (in which case, the Director Performance Rights, the subject of the relevant Resolution(s) will be issued), even though Shareholders have not approved all of these Resolutions.

Specific information required by Listing Rule 10.15

Pursuant to and in accordance with Listing Rule 10.15, the following information is provided in relation to the proposed issue of the Director Performance Rights:

- (a) The Director Performance Rights will be issued under the Plan to:
 - (i) Adam Schofield pursuant to Resolution 8(a);
 - (ii) Aaron Williams pursuant to Resolution 8(b); and
 - (iii) Greg Jones pursuant to Resolution 8(c),

or their respective nominees.

- (b) Each of the Directors are a related party of the Company by virtue of being a Director of the Company and fall into the category stipulated by Listing Rule 10.14.1. In the event the Director Performance Rights are issued to a nominee of a Director, that nominee will fall into the category stipulated by Listing Rule 10.14.2.
- (c) A maximum of 9,600,000 Director Performance Rights will be issued to the Directors (or their respective nominees) under the Plan in the proportions set out above.
- (d) The current total annual remuneration package for each of the Directors for the financial year ended 30 June 2025 is set out below:

Director	Salary and fees ⁽¹⁾
Adam Schofield (<i>Executive Chairman</i>)	\$178,075
Aaron Williams (<i>Non-Executive Director</i>)	\$76,063
Greg Jones (<i>Non-Executive Director</i>)	\$133,602 ⁽²⁾

Notes:

1. For the year ended 30 June 2025, inclusive of superannuation, other fees and equity-based payments. Figures do not include the proposed issue of the Director Performance Rights, the subject of Resolution 8(a) to (c) (inclusive).
2. During the financial year, GNJ Consulting Pty Ltd (a company of which Greg Jones is a director) provided exploration services to the Company to the value of \$57,000 (excluding GST) which is included in the total annual remuneration package for Mr Jones in the table.

- (e) Since the Plan was first adopted by Shareholders on 29 November 2022, the Company has issued the following Securities to the Directors (or their respective nominees) under the Plan:

Director	Type of Security	Number	Date of issue	Average acquisition price paid (\$)
Adam Schofield (<i>Executive Chairman</i>)	Options	1,500,000	7 December 2023	Nil
Aaron Williams (<i>Non-Executive Director</i>)	Options	1,500,000	7 December 2023	Nil
Greg Jones (<i>Non-Executive Director</i>)	Options	1,500,000	7 December 2023	Nil

- (f) The Director Performance Rights will be issued on the terms and conditions set out in Schedule 3.
- (g) The Board considers that the Director Performance Rights, rather than Shares are an appropriate form of incentive because they reward the Directors for their continued service to the Company and Shareholders can readily ascertain and understand the vesting conditions which are required to be satisfied for the Director Performance Rights to vest and the number of Shares to which they relate (i.e. each Director Performance Right is a right to be issued one Share upon the satisfaction of the relevant vesting condition). Additionally, the issue of Performance Rights instead of cash is a prudent means of rewarding the Directors whilst conserving the Company's available cash reserves.

(h) An independent valuation of the Director Performance Rights is in Schedule 4, with a summary below.

Director	Valuation of Director Performance Rights
Adam Schofield (<i>Executive Chairman</i>)	\$888,826
Aaron Williams (<i>Non-Executive Director</i>)	\$324,960
Greg Jones (<i>Non-Executive Director</i>)	\$324,960
TOTAL	\$1,538,746

- (i) The Director Performance Rights will be issued to the Directors (or their respective nominees) as soon as practicable following the receipt of approval at the Meeting and in any event no later than three years after the Meeting.
- (j) The Director Performance Rights will be issued for nil cash consideration and will be provided as an incentive component to the Directors' remuneration packages.
- (k) A summary of the material terms of the Plan is in Schedule 2.
- (l) No loan will be provided to the Directors in relation to the issue of the Director Performance Rights.
- (m) Details of any securities issued under the Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14.
- (n) Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the Plan after Resolution 8(a) to (c) (inclusive) are approved and who were not named in the Notice will not participate until approval is obtained under Listing Rule 10.14.
- (o) A voting exclusion statement is included in the Notice.

Section 195 of the Corporations Act

Section 195(1) of the Corporations Act prohibits a director of a public company who has a material personal interest in a matter that is being considered at a meeting of directors from being present while the matter is being considered at the meeting or voting on the matter. If there is not a quorum of directors who are eligible to vote on a matter because of the operation of section 195(1) of the Corporations Act, one or more directors may call a general meeting and the general meeting may deal with the matter.

The Directors have a personal interest in the outcome of each of their respective Resolutions under Resolution 8(a) to (c) (inclusive) and have exercised their right under section 195(4) of the Corporations Act to put the issue of the Director Performance Rights to Shareholders to resolve upon.

Chapter 2E of the Corporations Act

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

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

The proposed issue of the Director Performance Rights constitutes giving a financial benefit to related parties of the Company.

Given the personal interests of all the Directors in the outcome of these Resolutions, the Board is seeking Shareholder approval pursuant to Chapter 2E of the Corporations Act in respect of the issue of the Director Performance Rights. Notwithstanding that the issue of the Director Performance Rights is considered by the Board as reasonable remuneration and therefore falls within the exception stipulated by section 211 of the Corporations Act, the Board considers that there may be potential conflicts of interest should Shareholder approval not be sought.

Information required under Chapter 2E of the Corporations Act

Pursuant to and in accordance with section 219 of the Corporations Act, the following information is provided in relation to the proposed issue of the Director Performance Rights:

- (a) **Identity of the related parties to whom Resolution 8(a) to (c) (inclusive) would permit financial benefits to be given**

The Director Performance Rights will be issued under the Plan to Directors Adam Schofield, Aaron Williams and Greg Jones (or their respective nominees).

- (b) **Nature of the financial benefit**

Resolution 8(a) to (c) (inclusive) seeks Shareholder approval to allow the Company to issue the Director Performance Rights in the proportions specified on page 26 above to the Directors (or their respective nominees).

The Director Performance Rights are to be issued in accordance with the Plan and otherwise on the terms and conditions in Schedule 3.

The Shares to be issued upon conversion of the Director Performance Rights will be fully paid ordinary Shares in the capital of the Company on the same terms and conditions as the Company's existing Shares and will rank equally in all respects with the Company's existing Shares. The Company will apply for official quotation of the Shares on ASX.

- (c) **Board recommendations**

Given the personal interests of all the Directors in the outcome of Resolution 8(a) to (c) (inclusive), the Board declines to make a recommendation to Shareholders in relation to Resolution 8(a) to (c) (inclusive).

- (d) **Valuation of financial benefit**

An independent valuation of the Director Performance Rights is summarised in Schedule 4.

- (e) **Remuneration of the Directors**

The current total annual remuneration package for each of the Directors for the financial year ended 30 June 2025 is set out on page 29 above.

(f) Existing relevant interest of the Directors

At the date of this Notice, the Directors hold the following relevant interests in Equity Securities of the Company:

Director	Shares	Options	Performance Rights
Adam Schofield (<i>Executive Chairman</i>)	4,170,323	1,500,000 ⁽¹⁾	500,000 ⁽²⁾
Aaron Williams (<i>Non-Executive Director</i>)	452,765	1,550,000 ⁽³⁾	Nil
Greg Jones (<i>Non-Executive Director</i>)	2,079,078	1,500,000 ⁽⁴⁾	500,000 ⁽⁵⁾

Notes:

1. Comprising:
 - a. 250,000 unquoted Options exercisable at \$0.20 each, expiring 7 December 2026;
 - b. 250,000 unquoted Options exercisable at \$0.25 each, expiring 7 December 2026;
 - c. 500,000 unquoted Options exercisable at \$0.30 each, expiring 7 December 2026; and
 - d. 500,000 unquoted Options exercisable at \$0.1399 each, expiring 7 December 2026.
2. 500,000 Class B Performance Rights expiring 14 September 2026.
3. Comprising:
 - a. 50,000 unquoted Options exercisable at \$0.25 each, expiring 28 July 2026;
 - b. 250,000 unquoted Options exercisable at \$0.20 each, expiring 7 December 2026;
 - c. 250,000 unquoted Options exercisable at \$0.25 each, expiring 7 December 2026;
 - d. 500,000 unquoted Options exercisable at \$0.30 each, expiring 7 December 2026; and
 - e. 500,000 unquoted Options exercisable at \$0.1399 each, expiring 7 December 2026.
4. Comprising:
 - a. 250,000 unquoted Options exercisable at \$0.20 each, expiring 7 December 2026;
 - b. 250,000 unquoted Options exercisable at \$0.25 each, expiring 7 December 2026;
 - c. 500,000 unquoted Options exercisable at \$0.30 each, expiring 7 December 2026; and
 - d. 500,000 unquoted Options exercisable at \$0.1399 each, expiring 7 December 2026.
5. 500,000 Class B Performance Rights expiring 14 September 2026.

Assuming that each of the resolutions which form part of Resolution 8 are approved by Shareholders, all of the Director Performance Rights are issued, vested and exercised into Shares, and no other Equity Securities are issued or exercised (including any existing convertible Securities held by the Directors as at the date of this Notice), the voting power of each of the Directors in the Company would be (based on 68,343,592 Shares on issue as at the date of this Notice):

Director	Voting power
Adam Schofield (<i>Executive Chairman</i>)	12.41%
Aaron Williams (<i>Non-Executive Director</i>)	3.21%
Greg Jones (<i>Non-Executive Director</i>)	5.30%

The Directors' actual interests in the Company at the date the Director Performance Rights are exercised into Shares will depend on the extent that additional Shares are issued by the Company.

(g) Dilution

The issue of the Director Performance Rights will have a diluting effect on the percentage interest of

existing Shareholders' holdings if the Director Performance Rights vest and are exercised. The potential dilution if all Director Performance Rights vest and are exercised into Shares is approximately 12.32%. This figure assumes the current Share capital structure as at the date of this Notice (68,343,592 Shares) and that no additional Shares are issued other than the Shares issued on exercise of the Director Performance Rights.

The vesting and exercise of all of the Director Performance Rights will result in a total dilution of all other Shareholders' holdings of approximately 10.98% on a fully diluted basis (assuming that all other convertible securities are exercised). The actual dilution will depend on the extent that additional Shares are issued by the Company, including pursuant to the Capital Raising.

(h) **Trading history**

The highest and lowest closing market sale prices of the Shares on ASX during the 12 months prior to the date of this Notice were:

Highest: \$0.47 per Share on 30 September 2025

Lowest: \$0.11 per Share on various dates

The latest available closing market sale price of the Shares on ASX prior to the date of this Notice was \$0.375 per Share on 15 October 2025.

(i) **Corporate governance**

Adam Schofield is an Executive Director of the Company and therefore the Board (other than Mr Schofield) believe that the grant of those Director Performance Rights to Mr Schofield is in line with Recommendation 8.2 of the 4th Edition of the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations (**Recommendations**).

The Board acknowledges the grant of the Director Performance Rights to Aaron Williams and Greg Jones (together, the **Non-Executive Directors**) is contrary to Recommendation 8.2 of the Recommendations. However, the Board considers the grant of Director Performance Rights to the Non-Executive Directors is reasonable in the circumstances for the reasons provided in this Section 9 above. The Board also considers that the grant does not affect the independence of the Non-Executive Directors, as there are no individual performance-based milestones attaching to the Director Performance Rights.

(j) **Taxation consequences**

There are no material taxation consequences for the Company arising from the issue of the Director Performance Rights (including fringe benefits tax).

(k) **Other information**

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 pass Resolution 8(a) to (c) (inclusive).

Additional information

Each of Resolution 8(a) to (c) (inclusive) is an ordinary resolution.

DEFINITIONS

In this Notice of Meeting and Explanatory Statement, the following terms have the following meanings:

10% Placement Facility has the meaning in Section 4.

10% Placement Period has the meaning in Section 4.

Activation Period has the meaning given in Section 7.

Acuity Capital means Acuity Capital Investment Management Pty Ltd (ACN 132 459 093) as trustee for the Acuity Capital Holdings Trust.

Additional Collateral Shares means the 2,025,000 Shares proposed to be issued to Acuity Capital (or its nominees), the subject of Resolution 7.

Annual Report means the annual report of the Company for the financial year ended 30 June 2025.

Article means an article of the Constitution.

ASIC means the Australian Securities and Investments Commission.

ASX Listing Rules or Listing Rules means the Listing Rules of ASX.

ATM Raises has the meaning given in Section 8.

Auditor's Report means the auditor's report contained in the Annual Report.

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

Board means the board of Directors.

Chair means the chairperson of the Meeting.

Closely Related Party means a spouse or child of the member; or has the meaning given in section 9 of the Corporations Act.

Collateral Shares means the number of Shares to be issued to Acuity Capital as security in accordance with the Subscription Agreement, being the 3,300,000 Shares issued on 8 August 2024 and the Additional Collateral Shares.

Commercial Production means the production of Garnet and/or any other saleable product (excluding bulk sampling, pilot plant or test operations).

Company means Heavy Minerals Limited (ACN 647 831 883).

Constitution means the constitution of the Company as at the date of the Meeting.

Corporations Act means the *Corporations Act 2001* (Cth), as amended from time to time.

Director means a director of the Company.

Directors' Report means the directors' report contained in the Annual Report.

Director Performance Rights has the meaning given in Section 9.

Equity Securities has the meaning as in the Listing Rules.

Explanatory Statement means this explanatory statement incorporated in this Notice.

Extinguishment Fee has the meaning in Section 5.

Financial Report means the financial report contained in the Annual Report.

Issue Price has the meaning given in Section 8.

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.

Listing Rules means the listing rules of the ASX.

Material Investor means, in relation to the Company:

1. a related party;
2. Key Management Personnel;
3. a substantial Shareholder;
4. an advisor; or
5. an associate of the above,

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

Meeting, General Meeting or Annual General Meeting means the Annual General Meeting of Shareholders to be held at Level 8, 216 St Georges Terrace, Perth on Thursday, 27 November 2025, commencing at 2:30pm (AWST).

Minimum Issue Price has the meaning in Section 4.

Notice of Meeting or Notice means the notice of annual general meeting incorporating this Explanatory Statement.

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

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

Plan means the Company's existing employee incentive scheme titled 'Heavy Minerals Limited Employee Securities Incentive Plan'.

Plan Securities has the meaning given in Section 7.

Port Gregory Project means the Company's Port Gregory Project located north of Geraldton, Western Australia.

Proxy Form means the proxy form attached to this Notice.

Relevant Period means the 12 month period immediately preceding the date of the issue or agreement.

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

Resolution means a resolution contained in the Notice.

Royalty Deed has the meaning given in Section 5.

Royalty Funding has the meaning given in Section 5.

Royalty Funding Options means, collectively, the Tranche 1 Royalty Funding Options and Tranche 2 Royalty Funding Options.

Royalty Funding Participants has the meaning given in Section 5.

Royalty Subscription Agreement has the meaning given in Section 5.

Second Anniversary has the meaning given in Section 5.

Section means a section of the Explanatory Statement.

Securities means any Equity Securities of the Company (including Shares, Options and/or Performance Rights).

Share means an ordinary fully paid share in the Company.

Shareholder means a holder of a Share.

Subscription Agreement or ATM Subscription Agreement has the meaning given in Section 8.

Subscription Notice has the meaning given in Section 8.

Subscription Period has the meaning given in Section 8.

Subscription Shares has the meaning given in Section 8.

Strike has the meaning in Section 2.

Tranche 1 Royalty Funding Options has the meaning given in Section 5.

Tranche 2 Royalty Funding Options has the meaning given in Section 5.

VWAP has the meaning given to the term 'volume weighted average market price' in the Listing Rules.

Schedule 1: Terms and conditions of Royalty Funding Options

The terms and conditions of the Royalty Funding Options (referred to as **Options** in this Schedule) are as follows:

- (a) **(Entitlement):** Each Option entitles the holder to subscribe for one Share upon exercise of the Option.
- (b) **(Expiry Date):** The Options will expire at 5:00pm (AEST) on the dates listed below:
 - (i) 375,000 Options have an expiry date of 7 August 2026;
 - (ii) 375,000 Options have an expiry date 7 August 2026;
 - (iii) 10,000 Options have an expiry date 4 February 2027;
 - (iv) 20,000 Options have an expiry date 30 July 2026;
 - (v) 20,000 Options have an expiry date 27 April 2027;
 - (vi) 100,000 Options have an expiry date 28 April 2027;
 - (vii) 20,000 Options have an expiry date 1 May 2027;
 - (viii) 50,000 Options have an expiry date 9 May 2027;
 - (ix) 50,000 Options have an expiry date 20 May 2027;
 - (x) 60,000 Options have an expiry date 30 May 2027;
 - (xi) 25,000 Options have an expiry date 24 June 2027;
 - (xii) 10,000 Options have an expiry date 3 July 2027;
 - (xiii) 25,000 Options have an expiry date 18 July 2027;
 - (xiv) 20,000 Options have an expiry date 4 August 2027;
 - (xv) 100,000 Options have an expiry date 1 September 2027;
- (c) **(Expiry Date):** Options not exercised before the Expiry Date will automatically lapse on the Expiry Date.
- (d) **(Exercise Period):** The Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).
- (d) **(Exercise Price):** The Options have exercise prices as listed below:
 - (i) 375,000 Options have an exercise price of \$0.25;
 - (ii) 375,000 Options have an exercise price of \$0.25;
 - (iii) 10,000 Options have an exercise price of \$0.25;
 - (iv) 20,000 Options have an exercise price of \$0.25;
 - (v) 20,000 Options have an exercise price of \$0.3255;
 - (vi) 100,000 Options have an exercise price of \$0.3255;
 - (vii) 20,000 Options have an exercise price of \$0.3295;
 - (viii) 50,000 Options have an exercise price of \$0.3176;

- (ix) 50,000 Options have an exercise price of \$0.3882;
- (x) 60,000 Options have an exercise price of \$0.4086;
- (xi) 25,000 Options have an exercise price of \$0.4484;
- (xii) 10,000 Options have an exercise price of \$0.46;
- (xiii) 25,000 Options have an exercise price of \$0.4875;
- (xiv) 20,000 Options have an exercise price of \$0.5045;
- (xv) 100,000 Options have an exercise price of \$0.4714;

(Exercise Price).

- (e) **(Change in Exercise Price):** There will be no change to the Exercise Price of the Options or the number of Shares over which the Options are exercisable in the event of the Company making a pro-rata issue of Shares or other securities to the holders of Shares in the Company (other than a bonus issue).
- (f) **(Notice of Exercise):** The Options may be exercised by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.
Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).
The Options held by each holder may be exercised in whole or in part, and if exercised in part, at least 10,000 must be exercised on each occasion.
- (g) **(Quotation of the Options):** The Company will not apply for quotation of the Options on any securities exchange.
- (h) **(Timing of issue of Shares on exercise):** Within 5 Business Days after the Exercise Date, the company will:
 - (i) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
 - (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
 - (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

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

- (i) **(Transferability):** The Options are not transferable, except with prior written approval of the Company.

- (j) **(Shares issued on exercise):** Shares issued on exercise of the Options rank equally with the then issued shares of the Company.
- (k) **(Takeovers prohibition):**
 - (i) the issue of Shares on exercise of the Options is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and
 - (ii) the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Options.
- (l) **(Reconstruction of capital):** If at any time the issued capital of the Company is reconstructed, all rights of an Option **holder** are to be changed in a manner consistent with the Corporations Act and the Listing Rules at the time of the reconstruction.
- (m) **(Participation in new issues):** There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.
- (n) **(Entitlement to dividends):** The Options do not confer any entitlement to a dividend, whether fixed or at the discretion of the directors, during the currency of the Options without exercising the Options.
- (o) **(Entitlement to capital return):** The Options do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise, and similarly do not confer any right to participate in the surplus profit or assets of the Company upon a winding up, in each case, during the currency of the Options without exercising the Options.
- (p) **(Adjustments for reorganisation):** If there is any reorganisation of the issued share capital of the Company, the rights of the Option holder will be varied in accordance with the Listing Rules.
- (q) **(Adjustment for bonus issues of Shares):** If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):
 - (i) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Option holder would have received if the Option holder had exercised the Option before the record date for the bonus issue; and
 - (ii) no change will be made to the Exercise Price.
- (r) **(Voting rights):** The Options do not confer any right to vote at meetings of members of the Company, except as required by law, during the currency of the Options without first exercising the Options.
- (s) **(Constitution):** Upon the issue of Shares on exercise of the Options, the holder agrees to be bound by the Company's constitution.

Schedule 2: Summary of terms and conditions of the Plan

A summary of the key terms of the Plan is set out below:

1. **(Eligible Participant):** Eligible Participant means a person that has been determined by the Board to be eligible to participate in the Plan from time to time and is an “ESS participant” (as that term is defined in Division 1A) in relation to the Company or an associated entity of the Company. This relevantly includes, amongst others:
 - (a) an employee or director of the Company or an individual who provides services to the Company;
 - (b) an employee or director of an associated entity of the Company or an individual who provides services to such an associated entity;
 - (c) a prospective person to whom paragraphs (a) or (b) apply;
 - (d) a person prescribed by the relevant regulations for such purposes; or
 - (e) certain related persons on behalf of the participants described in paragraphs (a) to (d) (inclusive).
2. **(Maximum allocation)**
 - (a) The Company must not make an offer of Securities under the Plan in respect of which monetary consideration is payable (either upfront, or on exercise of convertible securities) where the total number of Plan Shares (as defined in paragraph 13 below) that may be issued, or acquired upon exercise of Plan Convertible Securities offered, when aggregated with the number of Shares issued or that may be issued as a result of offers made under the Plan at any time during the previous 3 year period would exceed 5% of the total number of Shares on issue at the date of the offer or such other limit as may be specified by the relevant regulations or the Company’s Constitution from time to time.
 - (b) The maximum number of equity securities proposed to be issued under the Plan for the purposes of Listing Rule 7.2, Exception 13 will be as approved by Shareholders from time to time (**ASX Limit**). This means that, subject to the following paragraph, the Company may issue up to the ASX Limit under the Plan, without seeking Shareholder approval and without reducing its placement capacity under Listing Rule 7.1.

The Company will require prior Shareholder approval for the issue of Securities under the Plan to Directors, their associates, and any other person whose relationship with the Company or a Director or a Director’s associate is such that, in ASX’s opinion, the acquisition should be approved by Shareholders.
3. **(Purpose):** The purpose of the Plan is to:
 - (a) assist in the reward, retention and motivation of Eligible Participants;
 - (b) link the reward of Eligible Participants to Shareholder value creation; and
 - (c) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Securities.
4. **(Plan administration):** The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion, subject to compliance with applicable laws and the Listing Rules. The Board may delegate its powers and discretion.

5. **(Eligibility, invitation and application):** The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for Securities on such terms and conditions as the Board decides. An invitation issued under the Plan will comply with the disclosure obligations pursuant to Division 1A.

On receipt of an invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.

A waiting period of at least 14 days will apply to acquisitions of Securities for monetary consideration as required by the provisions of Division 1A.

6. **(Grant of Securities):** The Company will, to the extent that it has accepted a duly completed application, grant the successful applicant (**Participant**) the relevant number of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.

7. **(Terms of Convertible Securities):** Each 'Convertible Security' represents a right to acquire one or more Shares (for example, under an option or performance right), subject to the terms and conditions of the Plan.

Prior to a Convertible Security being exercised a Participant does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security by virtue of holding the Convertible Security. A Participant may not sell, assign, transfer, grant a security interest over or otherwise deal with a Convertible Security that has been granted to them. A Participant must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.

8. **(Vesting of Convertible Securities):** Any vesting conditions applicable to the grant of Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that Convertible Security will lapse.

9. **(Exercise of Convertible Securities and cashless exercise):** To exercise a Convertible Security, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Convertible Securities (see below), pay the exercise price (if any) to or as directed by the Company, at any time prior to the earlier of any date specified in the vesting notice and the expiry date as set out in the invitation.

At the time of exercise of the Convertible Securities, and subject to Board approval, the Participant may elect not to be required to provide payment of the exercise price for the number of Convertible Securities specified in a notice of exercise, but that on exercise of those Convertible Securities the Company will transfer or issue to the Participant that number of Shares equal in value to the positive difference between the Market Value of the Shares at the time of exercise and the exercise price that would otherwise be payable to exercise those Convertible Securities.

Market Value means, at any given date, the volume weighted average price per Share traded on the ASX over the 5 trading days immediately preceding that given date, unless otherwise specified in an invitation.

A Convertible Security may not be exercised unless and until that Convertible Security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.

10. **(Delivery of Shares on exercise of Convertible Securities):** As soon as practicable after the valid exercise of a Convertible Security by a Participant, the Company will issue or cause to be transferred to that Participant

the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.

11. **(Forfeiture of Convertible Securities):** Where a Participant who holds Convertible Securities ceases to be an Eligible Participant or becomes insolvent, all unvested Convertible Securities will automatically be forfeited by the Participant, unless the Board otherwise determines in its discretion to permit some or all of the Convertible Securities to vest.

Where the Board determines that a Participant has acted fraudulently or dishonestly, or wilfully breached his or her duties to the Group, the Board may in its discretion deem all unvested Convertible Securities held by that Participant to have been forfeited.

Unless the Board otherwise determines, or as otherwise set out in the Plan rules:

- (a) any Convertible Securities which have not yet vested will be forfeited immediately on the date that the Board determines (acting reasonably and in good faith) that any applicable vesting conditions have not been met or cannot be met by the relevant date; and
- (b) any Convertible Securities which have not yet vested will be automatically forfeited on the expiry date specified in the invitation.

12. **(Change of control):** If a change of control event occurs in relation to the Company, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the Participant's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the Participant to participate in and/or benefit from any transaction arising from or in connection with the change of control event.

13. **(Rights attaching to Plan Shares):** All Shares issued under the Plan, or issued or transferred to a Participant upon the valid exercise of a Convertible Security, (**Plan Shares**) will rank pari passu in all respects with the Shares of the same class. A Participant will be entitled to any dividends declared and distributed by the Company on the Plan Shares and may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares. A Participant may exercise any voting rights attaching to Plan Shares.

14. **(Disposal restrictions on Securities):** If the invitation provides that any Plan Shares or Convertible Securities are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.

15. **(Adjustment of Convertible Securities):** If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.

If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Convertible Securities is entitled, upon exercise of the Convertible Securities, to receive an allotment of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised.

Unless otherwise determined by the Board, a holder of Convertible Securities does not have the right to participate in a pro rata issue of Shares made by the Company or sell renounceable rights.

16. **(Participation in new issues):** There are no participation rights or entitlements inherent in the Convertible Securities and holders are not entitled to participate in any new issue of Shares of the Company during the currency of the Convertible Securities without exercising the Convertible Securities.
17. **(Amendment of Plan):** Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.

No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Participant as they existed before the date of the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Participants.
18. **(Plan duration):** The Plan continues in operation until the Board decides to end it. The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely, and may end any suspension. If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Participants.

Schedule 3: Terms and conditions of Director Performance Rights

The terms and conditions of the Director Performance Rights (referred to as **Performance Rights** in this Schedule) are as follows:

- (Entitlement):** Subject to the terms and conditions set out below, each Performance Right, once vested, entitles the holder to the issue of one fully paid ordinary share in the capital of the Company (**Share**).
- (Issue Price):** The Performance Rights are issued for nil cash consideration.
- (Vesting Conditions):** Subject to the terms and conditions set out below, the Performance Rights will have the vesting conditions (**Vesting Condition**) specified below:

Class	Number of Performance Rights	Vesting Condition	Vesting Date	Expiry Date
A	850,000	The Company achieving a market capitalisation of \$40,000,000 on or before the Vesting Date	36 months from the date of issue	48 months from the date of issue
B	850,000	The Company achieving a market capitalisation of greater than \$40,000,000 for 12 months (whether continuous or non-continuous) on or before the Vesting Date	36 months from the date of issue	48 months from the date of issue
C	850,000	The Company achieving a market capitalisation of \$80,000,000 on or before the Vesting Date	36 months from the date of issue	48 months from the date of issue
D	850,000	The Company achieving a market capitalisation of greater than \$80,000,000 for 12 months (whether continuous or non-continuous) on or before the Vesting Date	36 months from the date of issue	48 months from the date of issue
E	850,000	The Company achieving a market capitalisation of \$120,000,000 on or before the Vesting Date	36 months from the date of issue	48 months from the date of issue
F	850,000	The Company achieving a market capitalisation of greater than \$120,000,000 for 12 months (whether continuous or non-continuous) on or before the Vesting Date	36 months from the date of issue	48 months from the date of issue
G	2,250,000	The Company achieves first Commercial Production on or before the Vesting Date	31 December 2026	48 months from the date of issue
H	2,250,000	The Company achieves second Commercial Production on or before the Vesting Date	30 June 2028	48 months from the date of issue

4. **(Vesting):** Subject to the satisfaction of the Vesting Condition, the Company will notify the Holder in writing (**Vesting Notice**) within 3 Business Days of becoming aware that the relevant Vesting Condition has been satisfied.
5. **(Expiry Date):** The Performance Rights will expire and lapse on the first to occur of the following:
 - (a) the Vesting Condition becoming incapable of satisfaction due to the cessation of employment of the holder with the Company (subject to the exercise of the Board's discretion under the Plan);
 - (b) the Vesting Condition not being satisfied by 5:00pm (AEST) on the respective Vesting Date for each class of Performance Rights set out in paragraph 3 above; and
 - (c) 5:00pm (AEST) on the respective date for each class of Performance Rights set out in paragraph 3 above,
6. **(Exercise):** At any time between receipt of a Vesting Notice and the Expiry Date (as defined in paragraph 5 above), the holder may apply to exercise Performance Rights by delivering a signed notice of exercise to the Company Secretary. The holder is not required to pay a fee to exercise the Performance Rights.
7. **(Issue of Shares):** As soon as practicable after the valid exercise of a vested Performance Right, the Company will:
 - (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;
 - (b) issue a substitute Certificate for any remaining unexercised Performance Rights held by the holder;
 - (c) if required, and subject to paragraph 8, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
 - (d) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.
8. **(Restrictions on transfer of Shares):** If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.
9. **(Ranking):** All Shares issued upon the conversion of Performance Rights will upon issue rank equally in all respects with other Shares.
10. **(Transferability of the Performance Rights):** The Performance Rights are not transferable, except with the prior written approval of the Company at its sole discretion and subject to compliance with the Corporations Act and Listing Rules.
11. **(Dividend rights):** A Performance Right does not entitle the holder to any dividends.

12. **(Voting rights):** A Performance Right does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the Listing Rules where such rights cannot be excluded by these terms.
13. **(Quotation of the Performance Rights)** The Company will not apply for quotation of the Performance Rights on any securities exchange.
14. **(Adjustments for reorganisation):** If there is any reorganisation of the issued share capital of the Company, the rights of the Performance Rights holder will be varied in accordance with the Listing Rules.
15. **(Entitlements and bonus issues):** Subject to the rights under paragraph 16, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.
16. **(Bonus issues):** If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment), the number of Shares which must be issued on the exercise of a vested Performance Right will be increased by the number of Shares which the holder would have received if the holder had exercised the Performance Right before the record date for the bonus issue.
17. **(Return of capital rights):** The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
18. **(Rights on winding up):** The Performance Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.
19. **(Takeovers prohibition):** The issue of Shares on exercise of the Performance Rights is subject to and conditional upon:
 - (a) the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and
 - (b) the Company not being required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Performance Rights.
20. **(No other rights):** A Performance Right does not give a holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
21. **(Amendments required by ASX):** The terms of the Performance Rights may be amended as considered necessary by the Board in order to comply with the Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the holder are not diminished or terminated.
22. **(Plan):** The Performance Rights are issued pursuant to and are subject to the Plan. In the event of conflict between a provision of these terms and conditions and the Plan, these terms and conditions prevail to the extent of that conflict.
23. **(Constitution):** Upon the issue of the Shares on exercise of the Performance Rights, the holder will be bound by the Company's constitution.

Schedule 4: Valuation of Director Performance Rights

1. Valuation

The Director Performance Rights (referred to as **Performance Rights** in this Schedule) have been independently valued using the following methodologies, as summarised in the tables below:

- **Classes A, B, C, D, E and F:** Hoadley's ESO1 Model, 1a Hybrid ESO model - Single Share Price Target and Hoadley's 1b Hybrid ESO model - Single Share Price Target Consec Days, involving a Monte-Carlo simulation, depending on the relevant performance conditions.
- **Classes G and H:** Black-Scholes option valuation with Hoadley's ESO1 Model.

(a) Adam Schofield

Class	Total Director Performance Rights	Vesting Probability %	Number of Performance Rights Vested	Performance Rights Value	Total Value
A	500,000	N/A	500,000	\$0.2738	\$136,900
B	500,000	N/A	500,000	\$0.2284	\$114,200
C	500,000	N/A	500,000	\$0.2197	\$109,850
D	500,000	N/A	500,000	\$0.1755	\$87,750
E	500,000	N/A	500,000	\$0.1849	\$92,450
F	500,000	N/A	500,000	\$0.1405	\$70,250
G	1,250,000	30%	375,000	\$0.3699	\$138,713
H	1,250,000	30%	375,000	\$0.3699	\$138,713
Total	5,500,000		3,750,000		\$888,826

(b) Aaron Williams

Class	Total Director Performance Rights	Vesting Probability %	Number of Performance Rights Vested	Performance Rights Value	Total Value
A	175,000	N/A	175,000	\$0.2738	\$47,915
B	175,000	N/A	175,000	\$0.2284	\$39,970
C	175,000	N/A	175,000	\$0.2197	\$38,448
D	175,000	N/A	175,000	\$0.1755	\$30,711
E	175,000	N/A	175,000	\$0.1849	\$32,358
F	175,000	N/A	175,000	\$0.1405	\$24,588
G	500,000	30%	150,000	\$0.3699	\$55,485
H	500,000	30%	150,000	\$0.3699	\$55,485
Total	2,050,000		1,350,000		\$324,960

(c) Greg Jones

Class	Total Director Performance Rights	Vesting Probability %	Number of Performance Rights Vested	Performance Rights Value	Total Value
A	175,000	N/A	175,000	\$0.2738	\$47,915
B	175,000	N/A	175,000	\$0.2284	\$39,970
C	175,000	N/A	175,000	\$0.2197	\$38,448
D	175,000	N/A	175,000	\$0.1755	\$30,711
E	175,000	N/A	175,000	\$0.1849	\$32,358
F	175,000	N/A	175,000	\$0.1405	\$24,588
G	500,000	30%	150,000	\$0.3699	\$55,485
H	500,000	30%	150,000	\$0.3699	\$55,485
Total	2,050,000		1,350,000		\$324,960

2. Key inputs

For the purposes of the valuation, Performance Rights are subject to, and based on, the following inputs:

(a) Market Based Performance Rights – Classes A, B, C, D, E and F

Items	Class A	Class B	Class C	Class D	Class E	Class F
Share price (as at 10 October 2025) ¹	\$0.3700	\$0.3700	\$0.3700	\$0.3700	\$0.3700	\$0.3700
Exercise price	Nil	Nil	Nil	Nil	Nil	Nil
Valuation date	10-Oct-25	10-Oct-25	10-Oct-25	10-Oct-25	10-Oct-25	10-Oct-25
Start of measurement period	10-Oct-25	10-Oct-25	10-Oct-25	10-Oct-25	10-Oct-25	10-Oct-25
End of measurement date	09-Oct-28	09-Oct-28	09-Oct-28	09-Oct-28	09-Oct-28	09-Oct-28
Measurement period (years)	3.00	3.00	3.00	3.00	3.00	3.00
Remaining measurement period (years)	3.00	3.00	3.00	3.00	3.00	3.00
Vesting date	09-Oct-28	09-Oct-28	09-Oct-28	09-Oct-28	09-Oct-28	09-Oct-28
Expiry date	09-Oct-29	09-Oct-29	09-Oct-29	09-Oct-29	09-Oct-29	09-Oct-29
Life of the Performance Rights (years)	4.00	4.00	4.00	4.00	4.00	4.00
Volatility ²	98.70%	98.70%	98.70%	98.70%	98.70%	98.70%
Risk-free rate ³	3.55%	3.55%	3.55%	3.55%	3.55%	3.55%
Share price target	\$0.5853	\$0.5853	\$1.1706	\$1.1706	\$1.7558	\$1.7558
Dividend yield	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Notes:

1. Share price based on the closing price on 10 October 2025, the valuation date of the Performance Rights.
2. Volatility has been calculated based on the remaining measurement period on historical share price movement of the Company. Each Class' Volatility has been measured with respect to its remaining measurement period.
3. The Reserve Bank of Australia (RBA) rate has been used as the risk-free rate for the Performance Rights is based on RBA Government Bond Yield as at 10 October 2025. The risk-free rate for each class has been measured with respect to its remaining measurement period.

(b) Non-Market Based Performance Rights – Classes G and H

Items	Class G	Class H
Share price (as at 10 October 2025) ¹	\$0.3700	\$0.3700
Exercise price	Nil	Nil
Valuation date	10-Oct-25	10-Oct-25
Start of measurement period	10-Oct-25	10-Oct-25
End of measurement date	31-Dec-26	30-Jun-28
Measurement period (years)	1.22	2.72
Remaining measurement period (years)	1.22	2.72
Vesting Date	31-Dec-26	30-Jun-28
Expiry date	09-Oct-29	09-Oct-29
Life of the Performance Rights (years)	4.00	4.00
Volatility ²	88.40%	97.30%
Risk-free rate ³	3.50%	3.55%
Vesting Probability ⁴	30%	30%
Dividend yield	0.00%	0.00%

Notes:

1. Share price based on the closing price on 10 October 2025, the valuation date of the Performance Rights.
2. Volatility has been calculated based on the remaining measurement period on historical share price movement of the Company. Each Class' Volatility has been measured with respect to its remaining measurement period.

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- 3. The Reserve Bank of Australia (RBA) rate has been used as the risk-free rate for the Performance Rights is based on RBA Government Bond Yield as at 10 October 2025. The risk-free rate for each class has been measured with respect to its remaining measurement period.
- 4. The vesting probability of achieving each vesting condition is provided by the management.

Your proxy voting instruction must be received by **2:30pm (AWST) on Tuesday, 25 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.



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