

24 October 2025

Annual General Meeting To be held on 27 November 2025

Dear Shareholder

Iondrive Limited (ACN 107 424 519) (the "Company") is convening its Annual General Meeting (the "Meeting") of shareholders to be held at the offices of Mills Oakley Lawyers, Level 7, 151 Clarence Street, Sydney, New South Wales at 9:00 am (Sydney time) on Thursday, 27 November 2025.

The Company will not be dispatching physical copies of the Notice of Meeting, unless explicitly requested by Shareholders. Instead, a copy of the Notice of Meeting is available at the Company's website at <https://iondrive.com.au/investors/asx-announcements/> and at the Company's Announcements Platform at <https://www.asx.com.au/markets/trade-our-cash-market/historical-announcements> (ASX code: ION).

If you have elected to receive notices by email, the Company will provide a link to where the notice and other materials can be viewed or downloaded via email. If you have not elected to receive notices by email, a copy of your proxy form is enclosed for your convenience.

Proxy forms may be lodged through the following methods:

Online: Lodge the Proxy Form online at <https://investor.automic.com.au/#/loginsah> by following the instructions: Login to the Automic website using the holding details as shown on the Proxy Form. Click on 'View Meetings' – 'Vote'. To use the online lodgement facility, Shareholders will need their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) as shown on the front of the Proxy Form.

For further information on the online proxy lodgment process please see the Online Proxy Lodgment Guide at <https://www.automicgroup.com.au/virtual-agms/>

By post: Automic, GPO Box 5193, Sydney NSW 2001

By hand: Automic, Level 5, 126 Phillip Street, Sydney NSW 2000

Your Proxy instruction must be received no later than 48 hours prior to the commencement of the Meeting.

The Board also encourages shareholders to submit questions to info@iondrive.com.au prior to the Annual General Meeting, to assist in the Company's preparations for the Meeting.

The Notice of Meeting (including the accompanying Explanatory Memorandum) sets out important details regarding the resolutions that will be put to Shareholders at the Annual General Meeting. The Board recommends that you read that document carefully prior to voting.

Yours sincerely



Ray Ridge
Company Secretary



IONDRIVE LIMITED
ACN 107 424 519
NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Annual General Meeting of
Iondrive Limited
will be held at the offices of Mills Oakley Lawyers
Level 7, 151 Clarence Street
Sydney, New South Wales 2000
on Thursday, 27 November 2025
at 9.00am Sydney time.

Notice of Annual General Meeting

Iondrive Limited (**Iondrive** or **Company**) will hold its Annual General Meeting at the offices of Mills Oakley Lawyers Level 7, 151 Clarence Street, Sydney, New South Wales at 9:00 am (Sydney time) on Thursday, 27 November 2025 for the purposes of transacting the business set out in this Notice. The voting and participation information and the explanatory notes form part of this Notice

Items of business

Financial report

To receive and consider the Company's financial statements and independent audit report for the year ended 30 June 2025.

The 2025 Annual Report will be available to view online at www.iondrive.com.au and dispatched to those shareholders who elected to receive the report by mail.

Resolutions

1. **Adoption of the Remuneration Report for the year ended 30 June 2025**

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

"That, for the purposes of Section 250R(2) of the Corporations Act, the Company adopt the remuneration report for the period ended 30 June 2025 as set out in the Directors' Report in the 2025 Annual Report."

2. **Re-election of Mr Michael McNeilly as a director**

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

"That Mr Michael McNeilly, having retired by rotation in accordance with Listing Rule 14.4 and rule 117 of the Company's Constitution and being eligible and having offered himself for re-election, is re-elected as a director of the Company with immediate effect."

3. **Election of Mr Hugo Schumann as a director**

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

"That, for the purpose of rule 110 of the Company's Constitution, Listing Rule 14.4 and for all other purposes, Mr Hugo Schumann a director who was appointed as an additional director on 3 December 2024, retires and being eligible and having offered himself for election, is elected as a director."

4. **Approval of Employee Incentive Plan**

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

"That any issue of securities made within the period ending on the third anniversary of the date of the passing of this resolution under the terms and conditions of the Iondrive Limited Employee Incentive Plan (as amended from time to time to the extent permitted for the purposes of Listing Rule 7.2 Exception 13(b)), is approved as an exception to Listing Rule 7.1, and for the purpose of Listing Rule 7.2 and for all other purposes."

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5. **Approval of 10% Placement Capacity**

To consider, and if thought fit, pass the following resolution as a special resolution:

“That, for the purposes of Listing Rule 7.1A and all other purposes, Shareholders authorise the Company to have the additional capacity to issue equity securities comprising up to 10% of the issued capital of the Company under Listing Rule 7.1A calculated in accordance with the formula prescribed in Listing Rule 7.1A.2 and on the terms and conditions set out in the explanatory notes accompanying the notice convening this meeting.”

Voting entitlement

The Company's board has determined, in accordance with the Company's Constitution and the Corporations Regulations, that a person's entitlement to vote at the Annual General Meeting will be taken to be the entitlement of that person shown in the Register of Members at 9.00am (Sydney time) on 25 November 2025.

The chairman intends to vote all undirected proxies in favour of each resolution.

The chairman will call for a poll on all resolutions.

The voting and participation information and explanatory notes form part of this Notice of Meeting.

Dated 15 October 2025

By order of the Board

Ray Ridge

Company Secretary

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Voting and participation

Shareholders who are entitled to vote

The Company's directors have determined that the shareholding of each member for the purposes of ascertaining their voting entitlements at the Annual General Meeting will be as it appears in the share register at 9.00am (Sydney time) on 25 November 2025. Accordingly, those persons are entitled to attend and vote at the Annual General Meeting.

Voting restrictions

The Company will disregard any votes cast on Resolution 1:

- by or on behalf of a member of the Company's key management personnel named in the Company's Remuneration Report for the year ended 30 June 2025 or their closely related parties, regardless of the capacity in which the vote is cast; or
- as a proxy by a person who is a member of the Company's key management personnel at the date of the meeting or their closely related parties,

unless the vote is cast as proxy for a person entitled to vote on Resolution 1:

- in accordance with a direction in the proxy form; or
- by the Chair of the meeting pursuant to an express authorisation in the proxy form to exercise the proxy, even though Resolution 1 is connected with the remuneration of the Company's key management personnel.

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

- Resolution 4 by a person who is eligible to participate in the Employee Incentive Plan or an associate of that person or those persons.
- Resolution 5 by or on behalf of any person who is expected to participate in, or who will receive a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of shares in the Company). At the time the approval pursuant to Resolution 5 is sought, the Company is not proposing to make an issue of equity securities under Listing Rule 7.1A. Accordingly, no votes cast in favour of Resolution 5 will be excluded,

or an associate of that person or those persons.

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

- a person as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with directions given to the proxy or attorney to vote on the resolution in that way;
- the chairman of the meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the chairman to vote on the resolution as the chairman decides; or
- a shareholder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the shareholder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
 - the shareholder votes on the resolution in accordance with directions given by the beneficiary to the shareholder to vote in that way.

A person appointed as a proxy must not vote on the basis of that appointment, on Resolutions 1 and 4 if:

- the proxy is either:
 - a member of the Company's key management personnel; or
 - a closely related party of such a member; and
- the appointment does not specify the way the proxy is to vote on those Resolutions.

However, the above prohibition does not apply if:

- the proxy is the Chair; and
- the appointment expressly authorises the Chair to exercise the proxy even though these Resolutions are connected directly or indirectly with remuneration of a member of the Company's key management personnel.

Voting by proxy

A shareholder entitled to attend and vote at the meeting has the right to appoint a proxy, who need not be a shareholder of the Company. If a shareholder is entitled to cast two or more votes they may appoint two proxies and may specify the percentage of votes each proxy is appointed to exercise.

To vote by proxy, please use one of the following methods:

Online: Lodge the Proxy Form online at <https://investor.automic.com.au/#/loginsah> by following the instructions: Login to the Automic website using the holding details as shown on the Proxy Form. Click on 'View Meetings' – 'Vote'. To use the online lodgement facility, Shareholders will need their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) as shown on the front of the Proxy Form.

For further information on the online proxy lodgment process please see the Online Proxy Lodgment Guide at <https://www.automicgroup.com.au/virtual-agms/>

By post: Automic, GPO Box 5193, Sydney NSW 2001

By hand: Automic, Level 5, 126 Phillip Street, Sydney NSW 2000

Your Proxy instruction must be received not later than 48 hours before the commencement of the Meeting. Proxy Forms received later than this time will be invalid.

Corporate Representative

A corporation that is a shareholder or a proxy may elect to appoint a person to act as its corporate representative at the meeting, in which case the corporate shareholder or proxy (as applicable) must provide that person with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as that shareholder's or proxy's (as applicable) corporate representative. The authority must be sent to the Company's share registry, Automic, in advance of the meeting or handed in at the meeting when registering as a corporate representative.

Impact of your proxy appointment on your voting instructions

If you appoint the chairman as your proxy and do not direct them how to vote, you are authorising the chairman to cast your undirected vote on all proposed resolutions.

Where you have appointed the chairman as your proxy (or the chairman becomes your proxy by default), you expressly authorise the chairman to exercise your proxy on resolution 1 (except where you have indicated a different voting intention) even though resolution 1 is connected directly or indirectly with the remuneration of a member of key management personnel, which includes the chairman.

The chairman intends to vote all undirected proxies in favour of each resolution.

Explanatory notes

Financial report

In accordance with the Corporations Act, the business of the meeting will include receipt and consideration of the annual financial report of the Company for the financial year ended 30 June 2025 together with the declaration of the directors, the directors' report, the remuneration report and the auditor's report.

The Company will not provide a hard copy of the Company's annual financial report to shareholders unless specifically requested to do so. The Company's annual financial report is available on its website at www.iondrive.com.au.

Resolution 1: Adoption of remuneration report

In accordance with section 250R(2) of the Corporations Act, Shareholders are required to vote on the Company's remuneration report for the year ended 30 June 2025.

The remuneration report is contained in the Directors' Report in the 2025 Annual Report, which will be available to view online at the Company's website www.iondrive.com.au and dispatched to those shareholders who requested the Company to do so.

The remuneration report describes the underlying policies and structure of the remuneration arrangements of the Company and sets out the remuneration arrangements in place for directors and senior executives for the year ended 30 June 2025.

The Corporations Act requires that a resolution to adopt the remuneration report be put to the vote at the annual general meeting of the Company. Members should note that the vote on resolution 1 is not binding on the Company or the directors.

If more than 25% of the votes cast on a resolution to adopt the remuneration report are against the adoption of the remuneration report for two consecutive annual general meetings, shareholders will be required to vote at the second of those annual general meetings on a resolution (**Spill Resolution**) that another meeting be held within 90 days, at which all of the Company's directors must go up for re-election.

At the 2024 AGM, the Company's remuneration report for the year ended 30 June 2024 did not receive a 'no' vote of 25% or more.

The directors unanimously recommend shareholders vote in favour of resolution 1. The chairman intends to vote undirected proxies in favour of resolution 1.

Important information for shareholders

Please note, in accordance with sections 250R(4) and (5) of the Corporations Act, the chairman will not vote any undirected proxies in relation to resolution 1 unless the shareholder expressly authorises the chairman to exercise the proxy even though it is connected directly or indirectly with the remuneration of a member of key management personnel. Please note that if the chairman of the meeting is your proxy (or becomes your proxy by default), by completing the attached proxy form, you will expressly so authorise the chairman.

Alternatively, if you appoint the chairman as your proxy, you can direct the chairman to vote for or against or abstain from voting on resolution 1 by marking the appropriate box on the proxy form.

As a further alternative, shareholders can nominate as their proxy for the purposes of resolution 1, a proxy who is not a member of the Company's key management personnel or any of their closely related parties. That person would be permitted to vote undirected proxies (subject to the ASX Listing Rules).

Resolution 2: Re-election of Mr Michael McNeilly as a Director

In accordance with Listing Rule 14.4 and rule 117 of the Constitution, at every annual general meeting, one third of the directors for the time being must retire from office and are eligible for re-election. The directors to retire are to be those who have been in office for 3 years since their appointment or last re-appointment or who have been longest in office since their appointment or last re-appointment or, if the directors have been in office for an equal length of time, by agreement.

The directors presently in office are Messrs Michael McNeilly, John Hamilton, Adam Slater, Andrew Sissian and Hugo Schumann (Mr Schumann is standing for election under resolution three, being a casual appointment by the Board in the last 12 months). Out of the remaining directors (other than Mr Schumann), Mr McNeilly has been in office the longest and therefore retires in accordance with rule 117 of the Company's Constitution. Mr McNeilly, being eligible, seeks re-election from shareholders.

A short biography for Mr McNeilly follows:

Michael McNeilly is CEO, and Director of AIM/ASX dual listed natural resources investing company Metal Tiger Plc. Mr McNeilly has extensive experience in listed companies and is currently Non-Executive Director of ASX-listed Cobre Limited. He sits on several private company boards within the Metal Tiger group.

Past board appointments include MOD Resources Ltd (up to acquisition by Sandfire in November 2019), Metal Capital Ltd (until November 2018), Greatland Gold Plc (until October 2017), Arkle Resources Plc (until November 2019). Mr McNeilly also has a deep understanding of the equity capital markets having worked at broking house Arden Partners Plc and Allenby Capital Ltd where he was part of their corporate finance teams during 2011-2015.

Mr McNeilly studied Biology at Imperial College London and has a BA in International Economics at the American University of Paris. He is fluent in French.

If re-elected, the directors do not consider Mr McNeilly will be an independent director due to his appointment pursuant to an agreement with Strata Investment Holdings permitting a nominee to the Company's board whilst Strata Investment Holdings maintains more than a 10% shareholding in the Company. In the vast majority of matters considered by the Board, Mr McNeilly's role as Managing Director of Strata Investment Holdings Plc, a substantial shareholder of londrive, is not in conflict with his responsibilities as a Director of londrive. In the rare situations that may be perceived as giving rise to a conflict of interest, McNeilly excludes himself from Board deliberations and voting.

The directors have considered Mr McNeilly's performance to date and considers that Mr McNeilly's skills and experience will continue to enhance the Board's ability to perform its role. Accordingly, the directors support the re-election of Mr McNeilly and recommends that shareholders vote in favour of resolution 2. The chairman intends to vote all undirected proxies in favour of resolution 2.

Resolution 3: Election of Mr Hugo Schumann as a director

The Company's Constitution allows the directors to appoint at any time a person to be a director, either to fill a casual vacancy or as an addition to the existing directors, but only where the total number of directors does not at any time exceed the maximum number specified by the Constitution.

Pursuant to the Constitution and Listing Rule 14.4, any Director so appointed holds office only until the next annual general meeting and is then eligible for election by shareholders but shall not be taken into account in determining the directors who are to retire by rotation (if any) at that meeting.

Mr Schumann having been appointed by other directors on 3 December 2024 in accordance with the Constitution, will retire in accordance with the Constitution and Listing Rule 14.4 and being eligible, seeks election from shareholders.

A short biography for Mr Schumann follows:

Mr Schumann currently serves as Chief Executive Officer of EverMetal Capital, a private equity-backed metals critical recycling platform, and CEO of Elemental Group's U.S. operations, overseeing large scale e-waste and catalytic converter recycling operations across the United States and as a Non-Executive Director of ASX listed Global Uranium and Enrichment (ASX: GUE). He brings extensive leadership experience spanning corporate strategy, capital markets, and cross-border M&A, with particular expertise in critical minerals, sustainability, and technology-driven growth. He previously served as CEO of the Silver Division at Hindustan Zinc Limited, one of the world's largest silver producers, and as Chief Financial Officer at Jetti Resources, where he played a pivotal role in scaling a revolutionary copper extraction technology and driving global adoption.

Mr Schumann holds an MBA from INSEAD, completed the Executive Program at Stanford Graduate School of Business, and earned a Bachelor of Business Science in Finance and Chartered Accountancy from the University of Cape Town, and is a CFA Charterholder.

If elected, the directors consider Mr Schumann will be an independent director, as Mr Schumann has no material relationships with the Company or substantial holders that would create a conflict of interest.

The Company conducts appropriate checks on the background and experience of candidates before their appointment to the board. These include checks as to a person's experience, educational qualifications, character, criminal record and bankruptcy history. The Company undertook such checks prior to the appointment of Mr Schumann.

Mr Schumann has confirmed that he considers he will have sufficient time to fulfil his responsibilities as a non-executive director of the Company and does not consider that any other commitment will interfere with his availability to perform his duties as a non-executive director of the Company.

The directors have reviewed Mr Schumann's performance since his appointment to the Board and considers that Mr Schumann's skills and experience will continue to enhance the Board's ability to perform its role. Accordingly, the directors support the election of Mr Schumann and recommend that shareholders vote in favour of resolution 3. The chairman intends to vote all resolutions in favour of resolution 3.

Resolution 4: Approval of Employee Incentive Plan

The Company is proposing shareholder approval of its Employee Incentive Plan (EIP). The EIP was last approved by shareholders on 18 July 2024. Under the EIP, Eligible Participants may be offered the opportunity to receive securities in order to assist in the attraction, retention, and motivation of employees, contractors and consultants. The directors are seeking shareholder approval as they consider that securities are a cost-effective and efficient means of incentivising employees, contractors and consultants.

Under the EIP, the Board may offer Eligible Participants the opportunity to receive such number of securities in the Company as the Board may decide on the terms and conditions set out in the Annexure of the Explanatory Memorandum.

Listing Rule 7.1 restricts the number of the equity securities a listed entity can issue without shareholder approval. Listing Rule 7.2 contains a number of exceptions to Listing Rule 7.1. Exception 13(b) of Listing Rule 7.2 provides that Listing Rule 7.1 does not apply to an issue under an employee incentive scheme if within 3 years before the date of issue, holders of ordinary securities have approved the issue of securities under the scheme as an exception to Listing Rule 7.1. In order for future issues of securities made under the EIP to be within the three-year period from the date of the passing of Resolution 4 and to come within Exception 13(b) of Listing Rule 7.2, the Company is seeking Shareholder approval for such issues of securities. If approval is not passed, any securities issued to employees, that are not directors, will be issued out of the Company's 7.1 placement capacity.

The Board has the power to vary the terms of the EIP (other than in respect of the maximum number of securities that may be issued under the Plan). The maximum number of securities that may be issued under the Plan is 60,000,000.

In accordance with the requirements of Listing Rule 7.2 Exception 13(b) the following information is provided:

- a) A copy of the terms and conditions of the EIP is attached in the Annexure to this Explanatory Memorandum.
- b) The number of Securities issued under the existing EIP since shareholders last approved that plan on 18 July 2024 are as follows:
 - 10,000,000 unlisted options issued to a consultant on 3 December 2024;
 - 10,000,000 unlisted options issued to another consultant on 17 June 2025; and
 - 4,799,001 Shares issued to the Company's CEO and CFO on 5 August 2025, as part of the Executive team annual bonus.
- c) A voting exclusion statement is set out in the Notice of Annual General Meeting.
- d) The Directors subject to the voting exclusion are Messrs McNeilly, Hamilton, Slater, Sissian and Schumann.

Directors (potentially having an interest in the resolution) do not make any recommendation as to how to vote on resolution 4. The Chair intends to vote any undirected proxies in favour of the resolution.

Resolution 5: Approval of 10% Placement Capacity

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

Under Listing Rule 7.1A, however, an eligible entity can seek approval from its members, by way of a special resolution passed at its annual general meeting, to increase this 15% limit by an extra 10% to 25% (**7.1A Mandate**).

An "eligible entity" means an entity which is not included in the S&P/ASX 300 Index and which has a market capitalisation of \$300 million or less. The Company is an eligible entity for these purposes.

Resolution 5 seeks shareholder approval by way of a special resolution for the Company to have the additional 10% capacity provided for in Listing Rule 7.1A to issue equity securities without shareholder approval.

If resolution 5 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 5 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 set out in Listing Rule 7.1.

Information required under listing rule 7.3A in relation to resolution 5

Period for which the 7.1A Mandate is valid

The 7.1A Mandate will commence on the date of this meeting and expire on the first to occur of the following:

- the date that is 12 months after the date of this meeting;
- the time and date of the Company's next annual general meeting; and
- the time and date of approval by shareholders of any transaction under Listing Rule 11.1.2 (a significant change in the nature or scale of activities) or Listing Rule 11.2 (disposal of the main undertaking).

Minimum price

Any equity securities issued under the 7.1A Mandate must be in an existing quoted class of equity securities and be issued at a minimum price of 75% of the volume weighted average price of equity securities in that class, calculated over the 15 trading days on which trades in that class were recorded immediately before:

- the date on which the price at which the equity securities are to be issued is agreed by the entity and the recipient of the equity securities; or
- if the equity securities are not issued within 10 trading days of that date, the date on which the equity securities are issued.

Use of funds raised under the 7.1A Mandate

The Company intends to use funds raised from issues of equity securities under the 7.1A Mandate for the acquisition of new assets or investments (including expense associated with such acquisition), continued expenditure to commercialise the Company's technology assets or general working capital.

Risk of Economic and Voting Dilution

Any issue of equity securities under the 7.1A Mandate will dilute the interests of shareholders who do not receive any shares under the issue.

If resolution 5 is approved by shareholders and the Company issues the maximum number of equity securities available under the 7.1A Mandate, the economic and voting dilution of existing shares would be as shown in the table below.

The table below shows the dilution of existing shareholders calculated in accordance with the formula outlined in Listing Rule 7.1A.2, on the basis of the closing market price of shares and the number of equity securities on issue or proposed to be issued as at 2 October 2025.

The table also shows the voting dilution impact where the number of shares on issue (Variable A in the formula) changes and the economic dilution where there are changes in the issue price of Shares issued under the 7.1A Mandate.

| Variable "A" in ASX Listing Rule 7.1A.2 | | Dilution | | |
|--|---------------------|---|-------------------------|--|
| | | \$0.0245 50% decrease in Issue Price | \$0.0490 Issue Price | \$0.0980 100% increase in Issue Price |
| Current variable "A" 1,190,635,333 | 10% Voting Dilution | 119,063,533 | 119,063,533 | 119,063,533 |
| | Funds Raised | \$2,917,057 | \$5,834,113 | \$11,668,226 |
| 50% increase in current variable "A" 1,785,953,000 | 10% Voting Dilution | 178,595,300 | 178,595,300 | 178,595,300 |
| | Funds Raised | \$4,375,585 | \$8,751,170 | \$17,502,339 |
| 100% increase in current variable "A" 2,381,270,666 | 10% Voting Dilution | 238,127,067 | 238,127,067 | 238,127,067 |
| | Funds Raised | \$5,834,113 | \$11,668,226 | \$23,336,453 |

The table has been prepared on the following assumptions:

1. the Company issues the maximum number of equity securities available under the 7.1A Mandate;
2. no options (including any options issued under the 7.1A Mandate) are exercised into shares before the date of the issue of the equity securities;
3. 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%;

4. the table does not show an example of dilution that may be caused to a particular shareholder by reason of placements under the 7.1A Mandate, based on that shareholder's holding at the date of the annual general meeting;
5. 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. Dilution experienced by shareholders may be greater if issues have been made utilising the capacity in Listing Rule 7.1 as well;
6. the issue of equity securities under the 7.1A Mandate consists only of shares;
7. there are currently 1,190,635,333 existing shares as at 2 October 2025;
8. the issue price is \$0.049, being the closing price of the Shares on ASX on 2 October 2025.

Shareholders should note that there is a risk that:

- the market price for the Company's shares may be significantly lower on the issue date than on the date of the annual general meeting; and
- the shares may be issued at a price that is at a discount to the market price for those shares on the date of issue.

Allocation policy under the 7.1A Mandate

The recipients of the equity securities to be issued under the 7.1A Mandate have not yet been determined. However, the recipients of equity securities could consist of current shareholders or new investors (or both), none of whom will be related parties of the Company.

The Company will determine the recipients at the time of the issue under the 7.1A Mandate, having regard to the following factors:

- the purpose of the issue;
- alternative methods for raising funds available to the Company at that time, including, but not limited to, an entitlement issue, share purchase plan, placement or other offer where existing shareholders may participate;
- the effect of the issue of the equity securities on the control of the Company;
- the circumstances of the Company, including, but not limited to, the financial position and solvency of the Company;
- prevailing market conditions; and
- advice from corporate, financial and broking advisers (if applicable).

Previous approval under Listing Rule 7.1A

The Company previously obtained approval from its Shareholders pursuant to Listing Rule 7.1A at its annual general meeting held on 22 November 2024 (**Previous Approval**).

During the 12-month period preceding the date of the annual general meeting, being on and from 22 November 2024, the Company did not issue any securities pursuant to the Previous Approval.

The directors consider that the approval of the issue of the 7.1A Mandate is beneficial for the Company as it provides the Company with the flexibility to issue up to the maximum number of securities permitted under Listing Rule 7.1A in the next 12 months (without further shareholder approval), should it be required. At the date of this document, the Company has no plans to use the 7.1A Mandate should it be approved. Accordingly, the directors unanimously recommend that shareholders vote in favour of resolution 5. The chairman intends to vote all undirected proxies in favour of resolution 5.

Annexure - Rules of the Iondrive Limited Employee Long Term incentive plan (resolution 4)

1 Definitions and interpretation

1.1 Definitions and interpretation

In this Plan, capitalised expressions have the meanings set out in Schedule 1.

1.2 Components

This Plan includes any schedule.

2 Purpose

2.1 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 by providing an opportunity to Eligible Participants to receive an equity interest in the Company through the grant or issue of Incentive Securities.

2.2 Commencement

The Plan will commence on a date determined by the Board.

2.3 Rules are binding

The Company and each Participant are bound by these Rules.

3 Invitation to Eligible Participants

3.1 Eligibility

The Board may from time to time determine that an Eligible Participant may participate in the Plan.

3.2 Invitation

3.2.1 The Board may, from time to time and in its absolute discretion, invite any Eligible Participant to participate in a grant or issue of Incentive Securities (an **Invitation**).

3.2.2 Each Invitation must be in writing and must specify:

- (a) the name and address of the Eligible Participant to whom the Invitation is made;
- (b) the type of Incentive Securities that are being offered to the Eligible Participant;
- (c) the total number of Incentive Securities that the Eligible Participant may accept (or the method by which the number will be calculated);
- (d) the time and date by which the Invitation must be accepted;
- (e) if the Incentive Securities will be held on behalf of the Eligible Participant (or its Affiliate) in an employee share trust, that fact;
- (f) the date on, or the time period within, which the Company will grant or issue the Incentive Securities;
- (g) the amount (if any) payable by the Eligible Participant on the grant and/or issue or exercise of, the Incentive Securities (**Exercise Price**);
- (h) the conditions (if any) that must be satisfied before the Incentive Securities will Vest in the Participant;
- (i) the last date (if any) by which the Participant may exercise Incentive Securities that Vest;

- (j) such other terms applicable to the Invitation as determined by the Board,
or such other matters as the Board may determine from time to time.

3.3 Application by Eligible Participants

- 3.3.1 Acceptance of an Invitation must be made by the Eligible Participant on an Application Form in accordance with the instructions that accompany the Invitation, or in any other way the Board determines, including completing, signing and returning any documentation or taking such other steps as may be required by the Board.
- 3.3.2 At the time of submitting an Application Form, an Eligible Participant may nominate an Affiliate to receive the Incentive Securities to be granted or issued to the Eligible Participant specified in the Invitation. The Eligible Participant must provide evidence satisfactory to the Board, in its absolute discretion, that the nominated person satisfies the definition of 'Affiliate' in this Plan. The Board has absolute discretion with respect to allowing an Eligible Participant to nominate an Affiliate to receive the Incentive Securities.
- 3.3.3 By submitting a completed Application Form, each Eligible Participant is, by submitting a completed Application Form, deemed to have agreed to be bound by:
- (a) the terms of the Invitation and the Application Form;
 - (b) the Ancillary Documentation (if any);
 - (c) these Rules; and
 - (d) the Constitution.

3.4 Acceptance of Application

- 3.4.1 After receiving an Application Form in accordance with clause 3.3.1 and all Ancillary Documentation (if any), the Board may, in its absolute discretion:
- (a) admit the Eligible Participant to participate in this Plan as a 'Participant';
 - (b) grant or issue (as applicable) the Incentive Securities to the Participant (or an Affiliate nominated in accordance with clause 3.3.2) or to a Trustee (in accordance with clause 15) specified in the Invitation in whole or in part; and
 - (c) enter the Participant's name (unless the Incentive Securities are to be held by a Trustee in which case the Participant will be noted as the beneficiary under the trust) in the appropriate register of the Company.
- 3.4.2 If an Eligible Participant's Incentive Securities are granted or issued to an Affiliate nominated in accordance with clause 3.3.2, the Eligible Participant will be admitted, and must comply with the terms of this Plan, as a 'Participant', and must procure that its Affiliate complies with the terms of this Plan that apply to the Participant.
- 3.4.3 The Board may, in its absolute discretion, refuse to allow the participation of an Eligible Participant where that Eligible Participant ceases to satisfy any relevant conditions imposed by the Board which may include circumstances where:
- (a) the applicant is not an Eligible Participant;
 - (b) notice of termination of the applicant's employment or engagement with any entity within the Group has been given (whether by the applicant or by the Company or any related body corporate); or
 - (c) the Board has determined that the applicant is no longer eligible to participate in the Plan.

3.5 Invitation terms and conditions take precedence

- 3.5.1 To the extent of any inconsistency, the terms and conditions advised to an Eligible Participant by the Board in an Invitation and Application Form will prevail over any other provision of this Plan.

4 Terms of the Incentive Securities

4.1 Grant or issue of Incentive Securities

4.1.1 Where the Board has admitted an Eligible Participant to participate in this Plan in respect of a grant or issue of Incentive Securities in accordance with clause 3.4, the Board will grant or issue Incentive Securities to the Eligible Participant (or an Affiliate nominated in accordance with clause 3.4.2).

4.1.2 Unless the Board determines otherwise:

- (a) no payment is required for the grant of a Performance Right or an Option;
- (b) Eligible Participants will be required to subscribe for Plan Shares based on the price determined by the Board (and which may be offset against any remuneration to be paid to the Eligible Participant or which may be made by way of a loan in accordance with clause 4.2); and
- (c) Incentive Securities may not be registered in any name other than that of the Eligible Participant (or an Affiliate nominated in accordance with clause 3.4.2) or the name of a Trustee in accordance with clause 15.

4.2 Company may make advance

- (a) The Company or an entity within the Group may make an advance to an Eligible Participant to assist the Eligible Participant (or an Affiliate nominated in accordance with clause 3.4.2) to acquire Plan Shares under the Plan (**Advance**).
- (b) The loan agreement for an advance must:
 - (i) be in writing;
 - (ii) state the terms and conditions of the Advance; and
 - (iii) be in such form as the Board determines from time to time.
- (c) Upon acceptance of the Advance, the Eligible Participant (and any Affiliate nominated in accordance with clause 3.4.2) shall be bound by the terms of the loan agreement and the Eligible Participant will be taken to have irrevocably directed the Company to apply the Advance to the payment of the issue price of the applicable Plan Shares.

4.3 Lien

The Company shall have a lien over any Plan Shares the acquisition of which is ultimately funded using the proceeds of an Advance, until the total amount outstanding under the loan agreement has been repaid.

4.4 Participant's rights prior to exercise

Prior to the exercise of a Performance Right or Option in accordance with clause 6.1:

- (a) a Participant does not have any interest (legal, equitable or otherwise) in any Plan Shares the subject of the Performance Right or Option, other than those expressly set out in these Rules; and
- (b) a Participant is not entitled to:
 - (i) notice of, or to vote or attend at, a meeting of the Shareholders of the Company; or
 - (ii) receive any dividends declared by the Company,

by virtue of holding the Performance Right or Option.

4.5 No Dealing in Incentive Securities

4.5.1 Any Dealing in respect of an Incentive Security is prohibited unless:

- (a) the Company determines otherwise; or
- (b) the Dealing is required by law and the Participant has provided satisfactory evidence to the Company of the requirement.

- 4.5.2 Where, in the opinion of the Company, a Participant Deals with an Incentive Security in contravention of clause 4.5.1, the Incentive Security will immediately lapse and be forfeited (and become subject to the terms of clause 9).

4.6 Prohibition on hedging

A Participant must not enter into any arrangement for the purpose of hedging their economic exposure to an Incentive Security that has been granted or issued to them.

4.7 Listing

Unless determined otherwise by the Board in its absolute discretion, a Performance Right or Option granted under the Plan will not be quoted on the ASX or any other recognised securities exchange.

5 Vesting of Incentive Securities

5.1 Vesting of Incentive Securities

- 5.1.1 Subject to clauses 4.5.2 and 8, an Incentive Security that is subject to Vesting Conditions will only Vest where each Vesting Condition, and all other relevant conditions advised to the Participant by the Board in an Invitation, have been satisfied, or waived in accordance with clause 5.1.2, and a Vesting Notice in respect of that Incentive Security is given to the Participant.
- 5.1.2 A Vesting Condition for an Incentive Security may, subject to Applicable Laws, be waived by the Board by written notice to the relevant Participant and on such terms and conditions as determined by the Board and set out in that notice.

6 Exercise of Performance Rights and/or Options

6.1 Exercise of Vested Performance Rights and/or Options

- 6.1.1 Subject to clause 6.1.3, following receipt of a Vesting Notice, a Participant will be entitled to exercise a Performance Right and/or Option that has vested by delivering a signed Exercise Notice to the Company at any time prior to the Expiry Date. In the case of the exercise of Options only, subject to clause 6.1.2, each Exercise Notice must be accompanied by payment of the aggregate Exercise Price for all of the Options being exercised. Performance Rights and/or Options may not be exercised if the Board considers that such exercise would give rise to a breach of the Company's constitution or Share Trading Policy and/or any laws or regulations, or where a temporary suspension of the exercise of Performance Rights and/or Options is required in certain circumstances.
- 6.1.2 The Board may, in its discretion (and on such terms as it determines), facilitate a cashless (net settled) exercise of Options by issuing a reduced number of Plan Shares to the Participant, such number of Plan Shares to be equal to:
- an amount equal to the difference between the Current Value and the Exercise Price, multiplied by the number of Options being exercised, divided by
 - the Current Value.
- 6.1.3 Where a Participant ceases to be employed or engaged by an entity within the Group, all Vested Performance Rights and/or Options held by the Participant may be exercised within a period of 90 days following the date of cessation (or such other period as determined by the Board at its absolute discretion).
- 6.1.4 If a Participant does not deliver a signed Exercise Notice to the Company in relation to a Performance Right and/or Option by the date required under either clause 6.1.1 or 6.1.2, the Performance Right and/or Option will automatically lapse and will be forfeited.

6.2 Settlement of Performance Rights and/or Options

- 6.2.1 As soon as reasonably practicable after the receipt by the Company of a valid Exercise Notice, the Company will:
- issue or cause to be transferred to that Participant the number of Plan Shares to which the Participant is entitled under these Rules and/or Invitation and:

- (i) enter the details of the Participant or the Trustee (if applicable under clause 15) as the holder of the Plan Shares in its register of members; and
- (ii) procure the issue of a holding statement with respect to the number of Plan Shares issued or transferred; or
- (b) in the Company's sole and absolute discretion, settle the exercise of the Performance Rights and/or Options by way of a part or full cash payment equal to that part of the Market Value of the Plan Shares that would have otherwise been issued or transferred (subject to an adjustment for the Exercise Price of Options if applicable), such payment to be made to the bank account notified by that Participant to the Company.

6.2.2 A Participant may nominate an Affiliate to receive the Plan Shares that will be issued on exercise of the Participant's Vested Performance Rights and/or Options.

7 Rights attaching to Plan Shares

7.1 Plan Shares to rank equally

All Plan Shares issued under this Plan will rank *pari passu* in all respects with other Shares on issue by the Company (for example, having rights with respect to voting, dividends and in the event of a winding up of the Company), except as regards any rights attaching to such Shares by reference to a record date prior to the date of their issue or conversion, and will be issued free of Encumbrances.

7.2 Listing

If Plan Shares are in the same class as Shares which are listed on the ASX or any other recognised securities exchange, the Company will apply for quotation of the Plan Shares issued (or any unquoted Plan Shares transferred) within the time required by the Listing Rules after the date of allotment.

7.3 Dividends

Subject to the terms of any loan arrangement pursuant to clause 4.2, a Participant will be entitled to any dividends declared and distributed by the Company on the Plan Shares which, at the closing date for determining entitlement to such dividends, are standing to the account of the Participant (or a Trustee for and on behalf of the Participant).

7.4 Dividend Reinvestment Plan

A Participant may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares held by the Participant (or a Trustee for and on behalf of the Participant). Shares issued under any dividend reinvestment plan operated by the Company will be subject to the same terms and conditions as the Plan Shares held by the Participant (or a Trustee for and on behalf of the Participant) unless the Board determines otherwise.

7.5 Voting rights

Subject to the terms of any applicable trust deed of an employee incentive trust, a Participant may exercise any voting rights attaching to Plan Shares held by the Participant.

7.6 Dealing restrictions on Plan Shares

- 7.6.1 If the Invitation provides that any Plan Shares are subject to any restrictions as to the Dealing in Plan Shares by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant (or its Affiliate) with this restriction, including but not limited to, where lawfully permitted to do so, refusing to register the transfer of any Plan Shares, imposing an ASX Holding Lock (where applicable) on the Plan Shares or using an employee share trust to hold the Plan Shares during the relevant restriction period.
- 7.6.2 For so long as a Plan Share is subject to any disposal restrictions under this Plan, the Participant must not Deal with a Plan Share or take any action to remove or circumvent the disposal restrictions without the prior written consent of the Company.
- 7.6.3 Subject at all times to the Company's Share Trading Policy, upon the expiry of any Dealing restrictions over a Plan Share, the Company will take all action necessary to ensure that the Participant can Deal with that Plan Share.

- 7.6.4 To avoid doubt, the imposition of a Dealing restriction on a Plan Share held by a Participant will not affect the Participant's entitlement to receive a notice of, or to vote or attend at, a meeting of the members of the Company, and subject to the terms of any loan arrangement pursuant to clause 4.2, to receive any dividends declared by the Company during the relevant Dealing restriction period on the Plan Share. If an employee share trust arrangement is implemented in respect of this Plan, the Board may implement such procedures it deems appropriate to give effect to the intent of this clause 7.6.4.

8 Forfeiture of Performance Rights and/or Options

8.1 Cessation of employment before Vesting

- 8.1.1 Subject to clause 8.1.2, where a Participant ceases to be employed or engaged by an entity of the Group, all unvested Incentive Securities held by the Participant will be forfeited, unless the Board determines otherwise.
- 8.1.2 Unless otherwise stated in the Invitation, the Board may, in its sole and absolute discretion, determine that some or all of the unvested Incentive Securities held by a Participant will not be forfeited where a Participant ceases to be employed or engaged by an entity within the Group, which may include circumstances where the Participant is a Good Leaver.

8.2 Preventing inappropriate benefits

- 8.2.1 Where, in the opinion of the Board, a Participant:

- (a) has acted fraudulently or dishonestly;
- (b) has acted negligently;
- (c) has wilfully breached his or her duties to an entity within the Group, including but not limited to breaching a material term of an employment, executive services or consultancy agreement (or equivalent);
- (d) has done an act which has brought the Company, the Group or any entity within the Group into disrepute; or
- (e) is in breach of his or her obligations to the Group (including breach of any Group policies, charters or codes of conduct),

or where:

- (a) the Company becomes aware of a material misstatement or omission in the financial statements in relation to an entity within the Group;
- (b) a Participant is convicted of an offence in connection with the affairs of an entity within the Group; or
- (c) a Participant has a judgment entered against him or her in any civil proceedings in respect of the contravention by the Participant of his or her duties at law, in equity or under statute, in his or her capacity as an employee or officer of an entity within the Group,

the Board may determine in its absolute discretion that any unvested Incentive Securities held by the Participant are forfeited and any vested Incentive Securities held by the Participant that have not yet been exercised are dealt with in accordance with the Board's direction which may include forfeiture or the exercise of the Incentive Securities within a fixed period of time, otherwise they will be forfeited.

8.3 Forfeiture of Incentive Securities

- 8.3.1 An Incentive Security will automatically lapse and be forfeited upon the earliest to occur of:

- (a) any forfeiture occurring in any of the circumstances in clause 6.1.4 or under this clause 8;
- (b) the date on which the Participant becomes Insolvent, unless otherwise stated in the Invitation; and
- (c) the failure to meet a Vesting Condition or any other condition applicable to the Incentive Security within the prescribed period.

8.4 Discretion to determine that Incentive Securities are not forfeited

Notwithstanding clauses 8.1 to 8.3 (inclusive), the Board may decide (on any conditions it thinks fit) that some or all of a Participant's Incentive Securities will not be forfeited at that time, but will be forfeited at the time and subject to the conditions it may specify by written notice to the Participant.

8.5 Voluntary forfeiture

A Participant may by written notice to the Company voluntarily forfeit their Incentive Securities for no consideration.

9 Effect of forfeiture of Incentive Securities

9.1 Forfeiture of Performance Rights and/or Options

9.1.1 Where a Performance Right and/or Option has been forfeited in accordance with these Rules:

- (a) the Performance Right and/or Option will automatically lapse;
- (b) the Participant or the Participant's agent or attorney must sign any transfer documents required by the Company (if any) to effect the forfeiture of that Performance Right and/or Option; and
- (c) the Company will not be liable for any damages or other amounts to the Participant in respect of that forfeited Performance Right and/or Option.

9.2 Forfeiture of Plan Shares

9.2.1 Where Plan Shares are forfeited under the terms of these Rules, the Participant is deemed to have:

- (a) agreed to sell those forfeited Plan Shares to the Company pursuant to an Employee Share Buy-Back (as defined in the Corporations Act) for an amount equal to the amount paid, or other consideration provided by, the Participant to acquire those Plan Shares (or nil, where no consideration was provided by the Participant); or
- (b) appointed any officer of the Company as his or her agent to sell the Plan Shares on market (where the Company is admitted to the Official List of ASX) or by any other means permitted by Applicable Law in which case the proceeds (net of any brokerage fees and net of any amounts owed to the Company in connection with those Plan Shares or otherwise) are to be applied:
 - (i) to the Participant in the same proportion as the Plan Shares are paid up by the Participant (where the Participant paid an amount or provided other consideration to acquire those securities) with the Company to retain the balance (if any); or
 - (ii) to the Company where nil consideration was paid or provided by the Participant; and
- (c) agreed to take all action necessary, including executing all necessary documentation, to implement any transfer in accordance with this clause 9.2.

10 Change of Control

Notwithstanding any other provisions of these Rules, if a Change of Control Event occurs, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the Participant's Incentive 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.

11 Irrevocable Power of Attorney

In order to ensure compliance with these Rules, each Participant must grant an irrevocable power of attorney (in the form set out in the Invitation or such other form determined by the Board) to any person nominated from time to time by the Board.

12 Adjustment of Performance Rights and/or Options

12.1 Reorganisation

If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Performance Rights and/or Options 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.

12.2 Bonus Issue

12.2.1 If Shares are issued by the Company pro rata to Shareholders generally by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Performance Rights and/or Options is entitled, upon exercise of the Performance Rights and/or Options, to receive, in addition to the Plan Shares in respect of which the Performance Rights and/or Options are exercised and without the payment of any further consideration, an allotment of as many additional Plan Shares as would have been issued to a Shareholder who, on the date for determining entitlements under the bonus issue, held Shares equal in number to the Plan Shares in respect of which the Performance Rights and/or Options are exercised.

12.2.2 Additional Shares to which the holder of Performance Rights and/or Options becomes so entitled will, as from the time Shares are issued pursuant to the bonus issue and until those additional Plan Shares are allotted, be regarded as Shares in respect of which the Performance Rights and/or Options are exercised for the purposes of subsequent applications of clause 12.2.1, and any adjustments which, after the time just mentioned, are made under clause 12.1 to the number of Shares will also be made to the additional Plan Shares.

12.3 Rights Issue

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

12.4 No other participation

Subject to clauses 12.1 to 12.3 (inclusive), during the currency of any Performance Rights and/or Options and prior to their exercise, the holders of Performance Rights and/or Options are not entitled to participate in any new issue of Shares of the Company as a result of their holding of Performance Rights and/or Options.

12.5 Rounding

Until a Performance Right and/or Option is exercised, all calculations adjusting the number of Shares must be carried out to include all fractions, but when a Performance Right and/or Option is exercised and is settled in Shares the number of Plan Shares to be issued or transferred to the Participant is rounded down to the next lowest whole number.

12.6 Application of adjustment

12.6.1 In the application of this clause 12, the Board may (as far as possible) make whatever adjustments it deems necessary or desirable to ensure that the consequences of any application of an adjustment are fair as between the Participants and the holders of other securities in the Company, subject to Applicable Laws.

12.6.2 Unless otherwise provided in these Rules, a Participant has no right to change the number of Plan Shares over which the Performance Right and/or Option can be exercised.

13 Trustee capacity and liability

13.1.1 Where a person is registered as a holder of Plan Shares and has indicated that it is the trustee of a trust (**Trustee Shareholder**):

- (a) that person is bound by this Plan in its capacity as the trustee of the relevant trust and in no other capacity; and
- (b) the liability of that person under this Plan and the Constitution is limited to the rights of indemnity against the assets of the relevant trust,

provided that the limitations contained in this clause 13.1.1 do not apply to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the person.

- 13.1.2 Each Trustee Shareholder warrants and represents in respect of itself to the Company that as at the date of issue of its Plan Shares it has a full right of indemnity against the assets of the relevant trust.

14 Administration of the Plan

14.1 Board administration

The Plan will be administered by the Board. For the avoidance of doubt, the Board may make further provisions for the operation of the Plan which are consistent with these Rules.

14.2 Board powers and discretions

Any power or discretion which is conferred on the Board by these Rules may be exercised in its sole and absolute discretion. The Board does not, in exercising any power or discretion under these Rules, owe any fiduciary or other obligations to any Eligible Participant or Participant.

14.3 Delegation of Board powers and discretions

Any power or discretion which is conferred on the Board by these Rules (including, without limitation, the power to invite Eligible Participants to participate in the Plan and to determine the terms and conditions of the Securities) may be delegated by the Board to:

- (a) a committee consisting of such directors, other officers or employees of an entity within the Group, or any combination of such persons as the Board thinks fit;
- (b) an entity within the Group; or
- (c) a third party,

for such periods and on such conditions as the Board thinks fit.

14.4 Documents

The Company may from time to time require an Eligible Participant invited to participate in the Plan or a Participant or a person nominated by an Eligible Participant under clause 3.3.2 to complete and return such other documents as may be required by Applicable Law to be completed by that person or entity, or such other documents which the Company considers should, for legal, taxation and/or administrative reasons, be completed by that Eligible Participant, Participant or person in order to give effect to the intent of the Plan.

14.5 Decisions final

Every exercise of a discretion by the Board (or its delegates) and any decision by the Board (or its delegates) regarding the interpretation, effect or application of these Rules and all calculations and determinations made by the Board under these Rules are final, conclusive and binding in the absence of manifest error.

15 Trust

The Board may, in its discretion, use an employee share trust or other mechanism for the purposes of holding Plan Shares issued to a Participant, or holding Shares and Plan Shares before or after the exercise of a Performance Right and/or Options or delivering any Plan Shares arising from exercise of a Performance Right and/or Options under these Rules on such terms and conditions as determined by the Board. For the avoidance of doubt, the Board may do all things necessary for the establishment, administration, operation and funding of an employee share trust.

16 Restrictions on and amendments to the Plan

16.1 Compliance with Applicable Laws

- 16.1.1 Notwithstanding these Rules or any terms of an Incentive Security or Plan Share issued on exercise of a Performance Right or Option, no Incentive Security may be offered, granted, vested, exercised or issued, and no Plan Share may be issued or transferred on exercise of a Performance Right and/or Option, if to do so would contravene any Applicable Laws.

- 16.1.2 Unless the Board determines otherwise, Incentive Securities to be granted under the Plan will be offered in accordance with, and in reliance on, the provisions in Division 1A of Part 7.12 of the Corporations Act.
- 16.1.3 In particular, where the Company is making any offer of Incentive Securities in accordance with, and in reliance on, section 1100Q of the Corporations Act (offers of Incentive Securities that involve, or may involve the provision of monetary consideration), at the time of making the Invitation, the Company must comply with all Applicable Laws, including the applicable issue cap under section 1100V of the Corporations Act and the disclosure requirements under section 1100W of the Corporations Act.

16.2 Amendment of Plan

- 16.2.1 Subject to clause 16.2.2, the Board may:

- (a) at any time amend any provisions of these Rules or Ancillary Documentation, including (without limitation) the terms and conditions upon which any Incentive Securities have been granted or issued under the Plan; and
- (b) determine that any amendments to these Rules be given retrospective effect, immediate effect or future effect.

- 16.2.2 No amendment to any provision of these 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:

- (a) introduced primarily:
 - (i) for the purposes of complying with or conforming to present or future legislation governing or regulating the Plan or like plans;
 - (ii) to correct any manifest error or mistake;
 - (iii) to allow the implementation of an employee share trust arrangement pursuant to clause 15;
 - (iv) to enable the Plan or any entity within the Group to comply with its Constitution and other constituent documents, and any other Applicable Laws; and/or
 - (v) to take into consideration possible adverse taxation implications in respect of the Plan including changes to applicable taxation legislation or the interpretation of that legislation by a court of competent jurisdiction or any rulings from taxation authorities administering such legislation; or
- (b) agreed to in writing by all Participant(s).

- 16.2.3 As soon as reasonably practicable after making any amendment to any provision of these Rules, the Board will give notice of the amendment to each Participant affected by the amendment. Failure by the Board to notify a Participant of any amendment will not invalidate the amendment as it applies to that Participant.

17 Duration

17.1 Termination

The Plan continues in operation until the Board decides to end it.

17.2 Suspension

The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely and may end any suspension.

17.3 Effect of termination / suspension

If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Participants.

18 Miscellaneous

18.1 Rights of Participants

Nothing in these Rules:

- (a) confers on any person any right or expectation to become a Participant, or the right to be invited to apply for, or be offered or to receive any Incentive Securities;
- (b) confers on any person the right to continue as an employee or officer of any entity within the Group (as the case may be);
- (c) affects the rights of any entity within the Group to terminate the employment or engagement arrangement of an Eligible Participant;
- (d) forms part of any contract of service between an Eligible Participant and any entity within the Group;
- (e) may be used to increase rights of compensation or damages in any action brought against an entity within the Group in respect of an employment or engagement arrangement;
- (f) confers any legal or equitable right on an Eligible Participant whatsoever to take action against any entity within the Group in respect of their employment or engagement arrangement; or
- (g) confers on an Eligible Participant any rights to compensation or damages in consequence of the termination of their employment or engagement arrangement by any entity within the Group for any reason whatsoever, including ceasing to have rights under the Plan as a result of such termination.

18.2 Participants' acknowledgements

Each Participant acknowledges that:

- (a) the future value of Shares is unknown and cannot be predicted with certainty and the value of the equity interests in the Company may increase or decrease over time;
- (b) there can be no certainty that the Participant will make any economic return from his or her participation in the Plan;
- (c) the Participant has not relied on any Forward Looking Statement in relation to the Incentive Securities or Shares, or any matter concerning the Incentive Securities or Shares (or any other document related to the Participant's employment/engagement and incentive arrangements), and each Participant acknowledges that no person represents (or has at any time represented) that any such Forward Looking Statements will be achieved or are accurate or are made on reasonable grounds;
- (d) the Participant will have no entitlement to compensation or damages or to make any other claim as a result of:
 - (i) any failure of the Plan to generate economic returns for the Participant or in respect of any diminution in value in any equity interests in the Company, including if occurring as a result of the termination of the employment or engagement of the Participant with an entity within the Group or any other person (whether or not in breach of contract);
 - (ii) the operation or amendment of the Plan; or
 - (iii) the lapsing or forfeiture of any Incentive Security in accordance with the Plan; and
- (e) the Participant is solely responsible for any taxes or duties which may become payable by it in connection with, or as a result of, its participation in the Plan.

18.3 Non-exclusivity

- 18.3.1 This Plan is not the sole means by which all entities within the Group intend to provide incentives to Eligible Participants. Nothing in this Plan is intended to restrict any entity within the Group from remunerating or otherwise rewarding employees or directors of any entity within the Group outside the Plan.

- 18.3.2 Participation in the Plan does not affect, and is not affected by, participation in any other incentive or other scheme operated by any entity within the Group unless the terms of that other scheme provide otherwise.

18.4 Notice

- 18.4.1 Any notice or other communication under or concerning the Plan is validly given:

- (a) to a Participant, if delivered personally to the addressee or sent by prepaid post to the Participant's last known residential address, or sent to the Participant (or its Affiliate) by electronic mail at the Participant's (or its Affiliate's) place of work; and
- (b) to the Company, if delivered or sent by prepaid post addressed to the company secretary at the Company's registered office (or any other address the Board specifies), or as otherwise notified by the Company from time to time.

- 18.4.2 Subject to clause 18.4.1, a notice or other communication will be deemed to have been served:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by electronic mail, on receipt of a successful transmission notice, return receipt or such other confirmation by which the sender can reasonably verify delivery; or
- (c) if posted, and provided it is properly addressed and stamped, 48 hours after mailing in Australia and 7 days after mailing outside Australia.

18.5 Further assurances

All parties that have agreed to be bound by these Rules must do all things reasonably necessary to give full effect to this Plan and the transactions contemplated by this Plan.

18.6 Costs and charges

- 18.6.1 The Company will be responsible for any brokerage, commission, stamp duty or other costs payable in relation to the issue or transfer of Plan Shares to or on behalf of a Participant.
- 18.6.2 Each Participant will be responsible for all costs associated with the disposal of a Plan Share by that Participant.

18.7 No representation or warranty

- 18.7.1 The Company makes no representation or warranty as to the value of Incentive Securities (or Plan Shares received on vesting and exercise of Performance Rights and/or Options) or with respect to any tax matters affecting any Eligible Participant or Participant in connection with the Plan.
- 18.7.2 Neither the Company or any other entity within the Group, nor any of their respective directors, officers or employees are liable for anything done or omitted to be done by such person or any other person with respect to price, time, quantity or other conditions and circumstances of the issue or acquisition of Plan Shares under this Plan, with respect of any fluctuations in the market price of Shares, or in any other manner related to the Plan.

18.8 Data protection

By participating in the Plan, the Participant consents to the holding and processing of personal data provided by the Participant (or its Affiliate) for the purposes of the Plan. These purposes include, but are not limited to:

- (a) administering and maintaining records held in respect to a Participant and any Affiliate;
- (b) providing information to an entity within the Group, registrars, brokers or third party administrators of the Plan (if any) or advisers of the Board; and
- (c) providing information to corporate advisers or potential future third party purchasers in connection with a sale of shares in an entity within the Group, or the business and assets of an entity within the Group.

18.9 Governing law

- 18.9.1 This Plan is governed by the laws of South Australia, Australia.

- 18.9.2 Each Participant submits to the non-exclusive jurisdiction of the courts of South Australia, Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought in connection with these Rules.

18.10 Waiver of rights

- 18.10.1 A waiver of any right, power, authority, discretion or remedy arising upon a breach of or default under these Rules must be in writing and signed by the party granting the waiver, and may be subject to such terms and conditions as determined by the party granting the waiver.
- 18.10.2 A failure or delay in the exercise, or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under these Rules, does not prevent the exercise of or result in a waiver of that right, power, authority, discretion or remedy.
- 18.10.3 A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of these Rules or default under these Rules as constituting a waiver of that right, power, authority, discretion or remedy.
- 18.10.4 A party may not rely on any conduct of another party as a defence to the exercise of a right, power, authority, discretion or remedy by that other party.
- 18.10.5 A waiver is only effective in the specific instance and for the specific purpose for which it is given and subject to any specific terms and conditions as specified in the waiver.
- 18.10.6 This clause may not itself be waived except in writing.

18.11 Assignment

- 18.11.1 Rights, powers and remedies arising out of or under this Plan are not assignable by a Participant without the prior written consent of the Company.
- 18.11.2 This clause 18.11 does not affect the construction of any other part of this Plan.

18.12 Withholding

If the Company or any entity within the Group is obliged, or reasonably believes it may have an obligation, as a result of or in connection with any Incentive Securities granted and/or issued or Plan Shares allocated under this Plan, to account for:

- (a) income tax or employment taxes under any wage, withholding or other arrangements; or
 - (b) any other tax, social security contributions or levy or charge of a similar nature,
- then the relevant Group entity is entitled to be reimbursed by the Participant for the amount or amounts so paid or payable.

18.13 Tax

To the extent that the grant of Performance Rights and/or Options under this Plan gives rise to a tax liability in Australia under Division 83A of the *Income Tax Assessment Act 1997* (Cth), Sub-division 83A-C of the *Income Tax Assessment Act 1997* (Cth) applies (subject to the conditions in that Act) to those grants made under this Plan.

Schedule 1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this Plan are set out below.

Advance has the meaning given to that term in clause 4.2.

Affiliate means, in relation to a Participant or Eligible Participant:

- (a) an Associated Company of the Participant or Eligible Participant;
- (b) the trustee of an Associated Trust of the Participant or Eligible Participant; or
- (c) a Privileged Relation or Privileged Relations of the Participant or Eligible Participant; or

- (d) another person specifically approved by the Company as an Affiliate of the Participant or Eligible Participant (in which case the Company may set conditions which the person must continue to meet in order to remain such an Affiliate).

Ancillary Documentation means all documentation which the Board specifies in an Invitation that an Eligible Participant must enter into and/or provide in connection with an Application.

Applicable Law means any one or more or all, as the context requires of:

- (a) the Corporations Act;
- (b) the Listing Rules;
- (c) the Constitution;
- (d) the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth);
- (e) any relevant practice note, policy statement, regulatory guide, class order, declaration, guideline, policy, procedure, ruling, judicial interpretation or other guidance note made to clarify, expand or amend (a), (b), or (d) above;
- (f) any other legal requirement (including, without limitation, the rules of the general law, including common law and equity, and any judgment, order, decree, declaration or ruling of a court of competent jurisdiction or government agency binding on a person or the assets of that person) that applies to the Plan; and
- (g) in respect of acquisitions or disposals of any Shares, any formal policy relating to dealings in Shares adopted by the Board from time to time, including the Share Trading Policy.

Application means, in respect of an Incentive Security, an application for that Incentive Security made by an Eligible Participant in response to an Invitation.

Application Form means an application form attached to, or enclosed with, an Invitation.

Associated Company means any company associated with an individual Participant or Eligible Participant where 100% of the shares in the company are owned, legally and beneficially, by the Participant or Eligible Participant, Privileged Relations or trustees of Associated Trusts of the Participant or Eligible Participant and where the affairs of the company are controlled by the Participant or Eligible Participant.

Associated Trust means any trust where the affairs of the trustee are controlled by the Participant or Eligible Participant and any trust associated with an individual Participant or Eligible Participant being a trust under which no person other than the Participant or Eligible Participant or a Privileged Relation or Associated Company of the Participant or Eligible Participant:

- (a) has or acquires an interest, whether legal or beneficial, direct or indirect, vested or unvested, in any trust property; or
- (b) receives, is entitled to receive, or may become entitled to receive, any distribution of any of the income or capital of the trust.

Associate has the same meaning as in section 12 of the Corporations Act.

ASX Holding Lock has the same meaning as 'Holding Lock' in Chapter 19 of the Listing Rules.

Board means the board of directors of the Company from time to time.

Business Day means a day on which banks are open for business in Adelaide, excluding a Saturday, Sunday or public holiday in that city.

Change of Control Event means:

- (a) a change in Control of the Company;
- (b) where members of the Company approve any compromise or arrangement for the purpose of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other body corporate or bodies corporate (other than a scheme that does not involve a change in the ultimate beneficial ownership of the Company), which will, upon becoming effective, result in any person (either alone or together with its Associates) owning more than fifty per cent (50%) of Issued Capital;
- (c) where a person becomes the legal or the beneficial owner of, or has a Relevant Interest in, more

than fifty per cent (50%) of Issued Capital;

- (d) where a person becomes entitled to acquire, hold or has an equitable interest in more than fifty per cent (50%) of Issued Capital; and
- (e) where a Takeover Bid is made to acquire more than fifty per cent (50%) of Issued Capital (or such lesser number of Shares that when combined with the Shares that the bidder (together with its Associates) already owns will amount to more than 50% of Issued Capital) and the Takeover Bid becomes unconditional and the bidder (together with its Associates) has a Relevant Interest in more than 50% of Issued Capital,

but, for the avoidance of doubt, does not include any internal reorganisation of the structure, business and/or assets of the Group.

Constitution means the constitution of the Company, as varied, amended or adopted from time to time.

Control has the same meaning as in section 50AA of the Corporations Act.

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

Current Value means:

- (a) if the Company is not admitted on a recognised securities exchange, the value of a Share based on the last valuation undertaken by the Company; and
- (b) if the Company is admitted on a recognised securities exchange, the Market Value.

Deal or Dealing means in relation to an Incentive Security or a Plan Share issued or exercise of an Incentive Security (as the case may be), any dealing, including but not limited to:

- (a) a sale, transfer, assignment, Encumbrance, option, swap, or any other alienation of all or any part of the rights attaching to the Incentive Security or the Plan Share;
- (b) any attempt to do any of the actions set out in paragraph (a) of this definition; and
- (c) any hedging (including any dealing with a derivative instrument intended to 'lock in' a profit relating to an Incentive Security, and any other transactions in financial products that operate to limit the economic risk associated with holding an Incentive Security).

Eligible Participant means each person selected by the Company from time to time as an eligible participant for the purposes of participating in this Plan.

Encumbrance means any burden, charge, mortgage, lien, pledge, assignment, by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant, profit a prendre, easement or other security arrangement or any other arrangement having the same effect.

Exercise Notice means a notice in the form of Schedule 2 (or in such other form as determined by the Company from time to time) given by or on behalf of the Participant to exercise an Incentive Security in accordance with clause 6.1.

Exercise Price has the meaning given to that term in clause 3.2.2(g).

Expiry Date means, in relation to a Performance Right and/or Option, the date that is 5 years after the Grant Date or such other date specified as the expiry date in the Invitation.

Forward Looking Statement means any forward looking statement, estimate, projection or forecast communicated to a Participant from time to time (including prior to that person becoming a Participant).

Good Leaver means ceasing to be employed or engaged by the Group due to a Good Leaver Event.

Good Leaver Event means:

- (a) resignation due to a material breach by the Company of a material term of the Participant's employment or engagement agreement which is not remedied within 15 Business Days after the Company receives notification of the breach from the Participant;
- (b) redundancy of the Participant;
- (c) death of the Participant;
- (d) sickness or permanent incapacity of the Participant as determined by the Board acting reasonably and in good faith;

- (e) retirement at an age agreed by the Board and the Participant;
- (f) departure by mutual agreement of the Board and the Participant; or
- (g) any other reason which the Board in its absolute discretion determines is a Good Leaver Event.

Governmental Agency means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

Grant Date means, in relation to a Performance Right and/or Option, the date on which that Performance Right and/or Option is granted to a Participant.

Group means the Company and all its subsidiaries from time to time.

Incentive Security means a security or a right to a security in the capital of the Company granted under these Rules which may include any of the following:

- (a) Performance Rights;
- (b) Options;
- (c) Plan Shares; or
- (d) any other forms of security or right to a security as determined by the Board from time to time.

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- (b) it has had a controller appointed or is in liquidation, in provisional liquidation, under administration, wound up or has had a receiver appointed to any part of its property;
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Company);
- (d) an application or order has been made (and in the case of the application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is likely to result in any of (a), (b) or (c) above);
- (e) it is taken (under s.459F(1) of the Corporations Act) to have failed to comply with a statutory demand);
- (f) it is subject to an event described in section 459C(2)(b) or section 585 of the Corporations Act;
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to any of the circumstances set out from (a) to (g) happens in connection with that person under the law of any jurisdiction.

Invitation means an invitation to an Eligible Participant to apply for the grant or issue of Incentive Securities made in accordance with clause 3.2 of these Rules.

Issued Capital means issued Shares from time to time.

Listing Rules means the listing rules, market rules and operating rules of a financial market in respect of which the Company's shares are quoted or are the subject of an application for quotation, including but not limited to, the official listing rules of the ASX.

Market Value means the 5-day volume weighted average price of the Shares on ASX (or any other recognised securities exchange on which the Company has its primary listing) for (as applicable):

- (a) the period up to the close of trading on the day prior to the receipt by the Company of an Exercise Notice; or
- (b) the period up to the close of trading on the day prior to the issue of Plan Shares by the Company to a Participant.

Option means an option which, subject to its terms could be exercised into a Share in the Company at a future date, subject to the satisfaction of applicable exercise conditions.

Participant means each of the Participants as described under the 'Between the parties' heading at the start of this Plan.

Performance Right means a contractual right to acquire one or more Plan Shares by issue or transfer as set out in the relevant Invitation.

Plan means the Iondrive Limited long term incentive plan contained in this document.

Plan Shares means the Shares issued or transferred to a Participant under these Rules, including upon the valid exercise of a Performance Right and/or Option.

Privileged Relation means, in respect of a Participant, the spouse, siblings, parents and children of that Participant.

Relevant Interest has the meaning given in section 608 of the Corporations Act.

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

Share Trading Policy means the share trading policy of the Company, as amended from time to time.

Shareholder means a person that is from time to time a registered holder of Shares.

Takeover Bid has the meaning given to that term in the Corporations Act.

Trustee means the trustee, from time to time, of any employee share trust used by the Company to hold Plan Shares on behalf of a Participant or to deliver any Plan Shares arising from the exercise of a Performance Right and/or Option under these Rules.

Trustee Shareholder has the meaning given in clause 13.1.1.

Vest, Vested or Vesting means the process by which the holder of an Incentive Security becomes entitled to the issue or transfer of a Plan Share in accordance with clause 5.

Vesting Condition means the conditions to Vesting (if any) set out in the Invitation.

Vesting Notice means a notice given by, or on behalf of, the Company under clause 5.1 (in the form determined by the Company from time to time).

Your proxy voting instruction must be received by **9:00am (AEDT) 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.



BY MAIL:

Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:

Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:

meetings@automicgroup.com.au

BY FACSIMILE:

+61 2 8583 3040

All enquiries to Automic:

WEBSITE:

<https://automicgroup.com.au>

PHONE:

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

STEP 1 - How to vote

APPOINT A PROXY:

I/We being a Shareholder entitled to attend and vote at the Annual General Meeting of Iondrive Limited, to be held at **9:00am (AEDT) on Thursday, 27 November 2025 at the offices of Mills Oakley Lawyers Level 7, 151 Clarence Street Sydney, New South Wales 2000** hereby:

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

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

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

AUTHORITY FOR CHAIR TO VOTE UNDIRECTED PROXIES ON REMUNERATION RELATED RESOLUTIONS

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

STEP 2 - Your voting direction

| Resolutions | For | Against | Abstain |
|---|--------------------------|--------------------------|--------------------------|
| 1 Adoption of the Remuneration Report for the year ended 30 June 2025 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 Re-election of Mr Michael McNeilly as a director | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 Election of Mr Hugo Schumann as a director | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 Approval of Employee Incentive Plan | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 Approval of 10% Placement Capacity | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

STEP 3 – Signatures and contact details

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director / Company Secretary

Contact Name:

Email Address:

Contact Daytime Telephone

Date (DD/MM/YY)

/

/

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