Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company / registered scheme / notified foreign passport fund name	Moonlight Resources Ltd (**ML8**)
ACN/ARSN/APFRN/NFPFRN (if applicable)	678 095 273

1. Details of substantial holder (1)

Name	Diatreme Resources Limited ACN 061 267 061 (**DRX**) and each of the entities in Annexure A (**DRX Entities**)
ACN/ARSN/APFRN (if applicable)	As set out above and in Annexure A
NFPFRN (if applicable)	

The holder became a substantial holder on 5 December 2025

2. Details of voting power

The total number of votes attached to all the voting shares or interests in the company, scheme or fund that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares	16,250,000	16,250,000	16.76%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
DRX	Relevant interest under section 608(1) Corporations Act 2001 Cth) (**Corporations Act**) as registered holder of the ordinary shares in ML8.	16,250,000 ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
DRX	DRX	DRX	16,250,000 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
DRX	5 December 2025	16,250,000 ordinary shares in ML8 issued to DRX and $250,000 cash paid by ML8 to DRX in consideration for the transfer of: • 100% of the ordinary share capital in Chalcophile Resources Pty Ltd ACN 090 712 217 from Regional Exploration Management Pty Ltd ACN 093 739 336 (**REM**) to ML8; and • 100% of the ordinary share capital in PGE Minerals Pty Limited ACN 642 538 805 from Lucky Break Operations Pty Ltd ACN 126 272 580 (**LBO**) to ML8, pursuant to a share sale deed dated 28 October 2025 between REM, LBO, ML8 and DRX. A copy of the share sale deed is included at Annexure B.		16,250,000 ordinary shares

For personal use only

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN/APFRN (if applicable) and NFPFRN (if applicable)	Nature of association
DRX Entities	The DRX Entities are associates of DRX pursuant to section 12(2)(a)(i) of the Corporations Act.

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
DRX and each DRX Entity	Unit 8, 55-61 Holdsworth Street, Coorparoo, Queensland 4151

Signature

print name	Tuan Do	capacity	Company Secretary
sign here		date	21 January 2026

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. A corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.

(2) See the definition of "associate" in section 9 of the Corporations Act 2001.

(3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The total number of votes attached to all the voting shares or interests in the company, scheme or fund (if any) that the person or an associate has a relevant interest in.

(6) The person's votes divided by the total votes in the body corporate, scheme or fund multiplied by 100.

(7) Include details of:

(a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

(8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown.'"

(9) Details of the consideration must include any and all benefits, moneys and otherwise, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

For personal use only

Annexure A – DRX Entities

This is Annexure ‘A’ of 1 page referred to in the Form 603 – Notice of initial substantial holder dated 21 January 2026.

Tuan Do
Company Secretary – Diatreme Resources Limited

Date: 21 January 2026

Wholly owned subsidiary	**ACN**
Regional Exploration Management Pty Ltd	093 739 336
Lost Sands Pty Ltd	101 269 747
Casuarina Silica Pty Ltd	660 042 259
Metallica Minerals Pty Ltd	076 696 092
NORNICO Pty Ltd	065 384 045
Lucky Break Operations Pty Ltd	126 272 580
Cape Flattery Silica Pty Ltd	126 272 580

Subsidiary	**ACN**
Cape Silica Holdings Pty Ltd	659 896 189
Galalar Silica (QLD) Pty Ltd	650 175 125
Northern Silica Pty Ltd	659 896 563

For personal use only

Annexure B – Share Sale Deed

This is Annexure ‘B’ of 64 pages (inclusive of this endorsement page) referred to in the Form 603 – Notice of initial substantial holder dated 21 January 2026.

Tuan Do
Company Secretary – Diatreme Resources Limited

Date: 21 January 2026

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

McCullough Robertson

For personal use only

Share sale deed

Regional Exploration Management Pty Ltd ABN 55 093 739 336

Lucky Break Operations Pty Ltd ACN 126 272 580

Moonlight Resources Limited ACN 678 095 276

Diatreme Resources Limited ABN 33 061 267 061

Level 11, 66 Eagle Street Brisbane QLD 4000 GPO Box 1855 Brisbane QLD 4001 T +61 7 3233 8888 F + 61 7 3229 9949
mccullough.com.au info@mccullough.com.au ABN 42 721 345 951

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

Table of contents

Parties ---------- **1**

Background ---------- **1**

Agreed terms ---------- **1**

1 Definitions and interpretation ---------- **1**

1.1 Definitions 1

1.2 Interpretation 12

2 Agreement to sell and buy the Sale Shares ---------- **13**

3 Conditions precedent ---------- **13**

3.1 Conditions precedent to performance of agreement 13

3.2 Parties must cooperate 14

3.3 Waiver of Conditions Precedent 15

3.4 Termination if conditions not fulfilled 15

4 Moonlight's due diligence ---------- **15**

4.1 Due diligence process 15

4.2 Diatreme Parties to cooperate 16

4.3 Moonlight's access 16

5 Conduct of the Diatreme Parties before Completion ---------- **17**

5.1 Diatreme Parties' conduct involving the Clermont Assets 17

5.2 Conduct requiring the consent of Moonlight 18

5.3 Notification of a material change 18

5.4 Termination if material change 19

5.5 Result of termination by Moonlight for material change 19

6 Conduct of Moonlight before Completion ---------- **19**

6.1 Conduct of the Moonlight Business 19

6.2 Maintaining assets and insurance 20

6.3 Conduct requiring the consent of Diatreme 20

6.4 Notification of a material change 21

6.5 Termination if material change 22

6.6 Result of termination by Diatreme for material change 22

7 Purchase Price ---------- **22**

7.1 Purchase Price 22

7.2 Application under Prospectus 22

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

7.3 Mandatory restrictions 22

8 Foreign resident capital gains withholding ----------23

9 Completion ----------23

9.1 Time, date and place for Completion 23

9.2 Diatreme Parties' obligation on Completion 23

9.3 Meetings to be held on Completion 24

9.4 Moonlight's obligations at Completion 25

9.5 Interdependence 25

9.6 Failure to complete 25

10 Tax information ----------26

11 Diatreme Parties' warranties----------26

11.1 Diatreme Parties' Warranties 26

11.2 Application of Warranties 26

11.3 Limits on types of Warranty Claims 26

11.4 Moonlight's acknowledgements 28

11.5 Claim to be reduction of Purchase Price 28

11.6 Meaning of Seller's knowledge 28

11.7 Time limit to bring Claim 28

11.8 Minimum quantum of Claim 29

11.9 Maximum liability 29

12 Moonlight warranties ----------29

12.1 Moonlight warranties 29

12.2 Application of Moonlight Warranty 29

12.3 Limits on types of Moonlight Warranty Claims 29

12.4 The Diatreme Parties' acknowledgments 31

12.5 Claim to be increase of Purchase Price 32

12.6 Meaning of Moonlight's knowledge 32

12.7 Time limit to bring Claim 32

12.8 Minimum quantum of Claim 32

12.9 Maximum liability 32

13 Tax indemnity ----------32

13.1 Diatreme tax indemnity 32

14 Moonlight tax indemnity----------33

15 Limitations ----------33

16 Capacity ----------33

16.1 Title and capacity 33

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

16.2 Legal advice 34

17 Announcements and confidentiality ---------- 34

17.1 PPSA Confidentiality Agreement 34

17.2 Obligations of confidence 34

17.3 Exclusions 34

17.4 Restriction on disclosure 35

17.5 Knowledge of Confidential Information 35

17.6 Injunctive relief 35

17.7 Continuing obligation 35

17.8 Public announcement 36

18 Leaving Consolidated Group ---------- 36

18.1 Access to tax consolidation records for Buyer after Completion 36

19 GST ---------- 36

19.1 Definitions 36

19.2 GST exclusive 36

19.3 Taxable Supply 36

19.4 Adjustment Events 37

19.5 Reimbursement or indemnity 37

19.6 Tax Invoices 37

19.7 Warranty that Tax Invoice is issued regarding a Taxable Supply 37

19.8 Progressive or Periodic Supplies 37

20 Dispute resolution by mediation ---------- 37

21 General ---------- 38

21.1 Amendments 38

21.2 Assignment 38

21.3 Counterparts 38

21.4 No merger 38

21.5 Entire agreement 38

21.6 Further assurances 38

21.7 No waiver 38

21.8 Governing law and jurisdiction 38

21.9 Severability 39

21.10 Costs 39

21.11 If a party consists of more than one person 39

21.12 Method of payment 39

21.13 Non-revocation of power of attorney 39

21.14 Time of the essence 39

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

21.15 Delivery is conditional 39

22 Notice 40

22.1 Method of giving notice 40

22.2 When is notice given 40

22.3 Address for notices 40

Schedule 1 42

Schedule 2 43

Diatreme Warranties (clause 11) 43

Schedule 3 50

Moonlight Warranties (clause 12) 50

Schedule 4 54

Moonlight Tenements (clause 1.1) 54

Execution 57

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

Lawyers | McCullough Robertson

Share sale deed

Dated 28 October 2025

Parties

REM	**Regional Exploration Management Pty Ltd ABN 55 093 739 336**
	of [redacted]
LBO	**Lucky Break Operations Pty Ltd ACN 126 272 580**
	of [redacted]
Moonlight	**Moonlight Resources Limited ACN 678 095 276**
	of [redacted]
Diatreme	**Diatreme Resources Limited ABN 33 061 267 061**
	of [redacted]

Background

A The Sellers are the owners of the Sale Shares.

B The Sellers agree to sell, and Moonlight agrees to buy, the Sale Shares on the terms of this document.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document:

Term	Definition
Aboriginal Cultural Heritage	means (a) an area in which tangible elements of Aboriginal cultural heritage are present; (b) an object that is a tangible element of Aboriginal cultural heritage; or (c) a group of areas interconnected through tangible or intangible elements of Aboriginal cultural heritage,

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

Term	Definition
	and includes: (d) any place that has 'Indigenous heritage value', as defined in the *Environment Protection and Biodiversity Conservation Act 1999* (Cth); or (e) a 'site of particular significance' within the meaning of section 237(b) of the Native Title Act, whether recorded or not.
Affiliate	where the party to whom the reference relates is a body corporate, means: (a) a Related Body Corporate of the party; (b) an associate of the party (within the meaning of section 15 Corporations Act); (c) any entity (such as a natural person, body corporate, partnership or trust) which controls the party, or which is controlled by the party (within the meaning of section 50AA Corporations Act); (d) a director or secretary of the party or a body corporate referred to in clauses (a), (b) and (c) above, and their spouses and de facto spouses; (e) Relatives of the individuals referred to in clause (d) above; (f) an entity (such as a natural person, body corporate, partnership or trust) controlled (within the meaning of section 50AA Corporations Act) by the individuals referred to in clauses (d) and (e) above; (g) a body corporate in which an individual referred to in clauses (d) and (e) above owns or holds in the aggregate more than 20% of the voting shares (as defined in the Corporations Act); or (h) a trust of which the party or any person referred to in clauses (a) to (g) above: (i) has received 50% or more of the distributions made from that trust in the three years before the date of the proposed event or transaction being considered; or (ii) is the responsible entity, trustee, manager or investment adviser of the trust.
ASIC	means the Australian Securities and Investments Commission.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

Term	Definition
Assessment	means something which creates or evidences an obligation to pay an ascertained amount for Tax at or before a fixed time, such as: (a) any document received from a Government Agency administering any Tax, assessing, imposing, claiming or indicating an intention to claim any Tax (such as an assessment, penalty notice or demand); (b) a notice to a contributing member of a consolidated group given under section 721-15(5) of the Tax Act; or (c) lodgement of a Tax return or a request for amendment of an Assessment under a law about self-assessment of Tax.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
Authorisation	means: (a) an approval, authorisation, consent, declaration, exemption, notarisation, licence, quota, permit or waiver, however described, and any condition attaching to it; (b) in the context of anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken, including any renewal or amendment.
Bankruptcy Act	means *Bankruptcy Act 1966* (Cth).
Business Day	means a day that is not a Saturday, Sunday or public holiday in Brisbane, Queensland.
Chalcophile	means Chalcophile Resources Pty Ltd ABN 41 090 712 217.
Chalcophile Tenement Interest	means the interest held by Chalcophile in the Tenements, being a 49% interest in EPM 17968
Claim	means any claim, action, proceeding or demand, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Clermont Assets	means: (a) the Tenements, comprising the Chalcophile Tenement Interest and the PGE Tenement Interest; (b) the Environmental Approvals; and (c) the Mining Information and any intellectual property rights held by the Sellers created, developed or obtained through carrying out exploration of the Tenements.
Compensation Agreements	means the conduct and compensation agreements in relation to EPM 17968 between Chalcophile and the following landowners: [redacted]

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

Term	Definition
	[redacted]
Completion	means completion of the sale and purchase of the Sale Shares under this document.
Completion Date	means: (a) the date that is two Business Days after the date that all of the Conditions Precedent are either satisfied or waived in accordance with this document; or (b) another date Moonlight and Diatreme agree in writing.
Completion Payment	has the meaning set out in clause 7.1(a).
Conditions Date	means 30 June 2026 or another date Moonlight and Diatreme agree in writing.
Conditions Precedent	means the conditions precedent to performance of the obligations under this document, set out in clause 3.
Confidential Information	means: (a) the terms of this document, the parties negotiations and information relating to the Clermont Assets; (b) any information relating to the business and affairs of a party; (c) any information relating to the customers, clients, employees, subcontractors or other persons doing business with a party; (d) information which is by its nature confidential; (e) information which is designated as confidential by that party; or (f) information which the other party knows or ought to know, is confidential, and includes all trade secrets, knowhow, financial information and other commercially valuable information of that party.
Consideration Shares	has the meaning set out in clause 7.1(b).
Consolidated Group	means the consolidated group within the meaning of section 703-5 of the Tax Act of which Diatreme is the head company and the Targets are members.
Contaminant	means: (a) a gas, liquid or solid;

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

Term	Definition
	(b) an odour; (c) an organism (whether alive or dead) including a virus; (d) energy, including noise, heat, radioactivity and electromagnetic radiation; or (e) a combination of contaminants.
Continuing clauses	means clauses 1, 14 and 17.
Contract	means any arrangement, contract, deed, instrument, lease, licence, security, trust, understanding or undertaking to which a Target is a party or which binds them or any of its assets or under which a Target has rights.
Corporations Act	means *Corporations Act 2001* (Cth).
Deal With	means to assign, transfer, declare a trust over or otherwise to alienate, or create or allow the creation of a Third Party Interest over of or in respect of.
DDC Report	means the final report of the Due Diligence Committee issued in connection with the due diligence process referred to in clause 4.1(a) and substantially in the form annexed to the DDPM.
DDPM	means the Due Diligence Planning Memorandum adopted by the Due Diligence Committee that is formed by Moonlight to undertake the due diligence process referred to in clause 4.1(a).
Diatreme Parties	means Diatreme, REM and LBO, and **Diatreme Party** means any one of them.
Diatreme Tax Claim	means a Claim against a Target under an Assessment, which if admitted by the Target, would give rise to a Claim against the Diatreme Parties by Moonlight under this document (for example, for breach of a Diatreme Tax Warranty or under the Diatreme Tax Indemnity).
Diatreme Tax Warranty	means each statement set out in section 10 of Schedule 2.
Diatreme's Relevant Proportion	means the number of new Moonlight Shares issued by Moonlight to Diatreme under this document expressed as a percentage of the total Moonlight Shares on issue at the time that a Claim arises under the Diatreme Tax Indemnity.
Disclosure Material	means all documents and written information given to Moonlight by the Diatreme Parties about the Targets and the Clermont Assets, an index of which was delivered by the Diatreme Parties to Moonlight on 27 August 2025.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

Term	Definition
Encumbrance	means any one or more of the following: (a) any interest, right or power that in substance secures payment or performance of any obligation, for example a Security Interest; (b) any preferential or adverse interest of any kind; (c) a right to buy or use assets, for example a hire purchase agreement, option, licence, lease, or agreement to purchase; (d) a right to set-off or right to withhold payment of a deposit or other money; (e) an easement, restrictive covenant, caveat or similar restriction over property (except, in the case of land, a covenant noted on the certificate of title to the land concerned); (f) an agreement to create any of the items referred to in paragraphs (a) to (e) above or to allow any of those items to exist; or (a) a notice under section 255 of the Tax Act, subdivision 260-A in schedule 1 of the Tax Admin Act or any similar legislation.
Environment	means all components of the earth, including: (a) land, air and water; (b) any layer of the atmosphere; (c) flora and fauna; (d) any organic or inorganic matter; (e) any living organism (including humans); (f) any human made or modified structure or area; (g) the aesthetic characteristics of the components of the earth, including appearance, sound, odour, taste or texture; and (h) natural ecosystems (or parts of ecosystems) that include any of the components referred to in paragraphs (a) to (g) above.
Environmental Approval	means an Authorisation under an Environmental Law involving the Clermont Assets.
Environmental Aspect	means the interaction, relationship or impact of a past or present structure, building, chattel, operation or activity with the Environment, including for example: (a) impacts of structures, buildings, chattels, operations or activities on items of heritage or flora or fauna; (b) structures, buildings, chattels, operations or activities causing Pollution or Contamination; and (c) operations or activities producing waste.
Environmental Law	means any legislation or any general law principle: (a) authorising or controlling the use of land, air or water, or the erection, placement or removal of structures and buildings;

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

Term	Definition
	(b) about the prevention, control, abatement or investigation of Contamination or Pollution or their effects; (c) about the storage, handling or transport of dangerous goods, hazardous material, asbestos or waste; (d) relating to occupational health and safety; (e) relating to conservation of flora, fauna or Heritage Items; (f) that has as one of its purposes, or that results in, the protection of the Environment; or (g) authorising or controlling any Environmental Aspect.
Financing Change Statement	has the meaning given to that term by the PPSA.
Financing Statement	has the meaning given to that term by the PPSA.
Government Agency	means: (a) a government or government department or other body; (b) a governmental, semi-governmental or judicial person; or (c) a person (whether autonomous or not) who is charged with the administration of a law.
GST	has the meaning given to that term in the GST Act.
GST Act	means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Heritage Item	means an item of cultural heritage (indigenous or otherwise).
Insolvency Event	means any of the following events concerning a party, unless the events take place as part of a solvent reconstruction, amalgamation, merger or consolidation on terms approved by the other party before it takes place and the implementation of the reconstruction, amalgamation, merger or consolidation complies with the terms of the approval: (a) if an administrator, liquidator, receiver, receiver and manager or other controller (as defined in the Corporations Act) is appointed to, or over, any of the property or undertaking of the party; (b) if the party becomes bankrupt; (c) if a controlling trustee is appointed to, or over, any of the property or undertaking of the party; (d) the party or the party's property or undertaking becomes subject to a personal insolvency arrangement under part X Bankruptcy Act or a debt agreement under part IX Bankruptcy Act; (e) if the party is unable to pay its debts when they become due and payable; (f) if the party ceases to carry on business; or (g) if any event happens in Australia or any other country or territory in respect of a party that is similar to any of

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

Term	Definition
	the events or circumstances referred to in this definition.
IPO Offer	means the initial public offer of Moonlight Shares to raise a minimum of $5,000,000 under the Prospectus through the issue of new Moonlight Shares.
IPO Offer Price	means $0.20 per Moonlight Share, or another price that Moonlight and Diatreme agree in writing.
JORC Code	means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves, referred to as the JORC Code (2012 Edition, or its successor).
Land	has the meaning given to that term by the PPSA.
Liability	includes liabilities, duties and obligations of any nature affecting the person concerned, however arising, including penalties, fines and interests, and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable.
Listing Rules	means the Listing Rules of ASX and any other rules of ASX which are applicable while Moonlight is admitted to the Official List, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
Losses	includes losses, damages, costs, expenses and liabilities, however arising, including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable, and includes loss of profit or expected profit, and diminution in value.
Mediation Rules	means the Resolution Institute Mediation Rules.
Mineral Resource	has the meaning given to that term in the JORC Code.
Mining Act	means the following legislation (as applicable): (a) in Queensland, the *Mineral Resources Act 1989* (Qld) and *Mineral and Energy Resources (Common Provisions) Act 2014* (Qld) and any regulations made under it; (b) in New South Wales, the *Mining Act 1992* (NSW) and any regulations made under it; and (c) in the Northern Territory, the *Mineral Titles Act 2010* (NT) and any regulations made under it.
Mining Information	means all information in any form or media relating to: (a) the Tenements; (b) a tenement that was a predecessor of the Tenements; and (c) the area immediately surrounding the Tenements or tenement that was a predecessor of the Tenements; including: (d) data, records, documents, exploration results, assays, plans and files of every nature;

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

Term	Definition
	(e) drilling samples, including drill core and trays, sample pulps and chip trays; (f) all raw and interpretative geophysical, geological and geochemical information and data (including surveys, maps, mosaics, aerial photographs, electromagnetic tapes, sketches, drawings, memoranda, drill cores, logs of those drill cores, assay pulps, drill maps, sampling reports, notes and other relevant information and data); and all letters, emails and documents relating to site clearance activities, (including records of site clearance activities and all site clearance certificates).
Minister	means the minister from time to time responsible for the administration of the Mining Act or Environmental Law.
Moonlight Business	means the business carried on by Moonlight at the date of this document, including any business and activities undertaken by Moonlight in relation to the Moonlight Tenements.
Moonlight Group	means Moonlight and its wholly-owned subsidiaries (excluding the Targets).
Moonlight Disclosure Materials	means all documents and written information given to the Diatreme Parties by Moonlight about the Moonlight Business (if any), an index of which was delivered by Moonlight to the Diatreme Parties on 27 August 2025.
Moonlight Mining Information	means all information in any form or media relating to: (a) a Moonlight Tenement; (b) a tenement that was a predecessor of a Moonlight Tenement; and (c) the area immediately surrounding a Moonlight Tenement or tenement that was a predecessor of a Moonlight Tenement; including: (d) data, records, documents, exploration results, assays, plans and files of every nature; (e) all raw and interpretative geophysical, geological and geochemical information and data (including surveys, maps, mosaics, aerial photographs, electromagnetic tapes, sketches, drawings, memoranda, drill cores, logs of those drill cores, assay pulps, drill maps, sampling reports, notes and other relevant information and data); and all letters, emails and documents relating to site clearance activities, (including records of site clearance activities and all site clearance certificates).
Moonlight Share	means an ordinary share in Moonlight.
Moonlight Share Capital	means the fully paid ordinary share capital of Moonlight.
Moonlight Tax Claim	means a Claim against a member of the Moonlight Group under an Assessment, which if admitted by Moonlight, would give rise to a Claim against Moonlight by Diatreme under this document

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

Term	Definition
	(for example, for breach of a Moonlight Tax Warranty or under the Moonlight Tax Indemnity).
Moonlight Tenements	means the tenements listed in Schedule 4. and any renewal, consolidation, replacement, extension or amendment of the tenement.
Moonlight Tax Warranty	means each statement set out in section 8 of Schedule 3.
Moonlight Warranty	means each statement set out in Schedule 3.
Moonlight Warranty Date	has the meaning set out in clause 12.1(a).
Native Title Act	means *Native Title Act 1993* (Cth).
Official List	has the meaning given to that term in Listing Rule 19.12.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Personal Property	has the meaning given to that term by the PPSA.
PGE	means PGE Minerals Pty Limited ABN 95 642 538 805.
PGE Tenement Interest	means the interest held by PGE in the Tenements, being: (a) a 51% interest in EPM 17968; and (b) a 100% interest in EPM 28949.
Pollution	means the release, emission or discharge (whether by act or omission) into the Environment of a Contaminant which directly or indirectly causes or has the potential to cause damage or harm to any aspect of the Environment including: (a) air; (b) waters; (c) noise; or (a) pollution of land.
Possession	has the meaning given to that term by the PPSA.
PPSA	means the *Personal Property Securities Act 2009* (Cth).
PPSA Information	means any information or documents (including copies of such documents), which are in existence or may be entered into in the future, of the kind mentioned in section 275(1) PPSA.
PPS Register	means the register established under the PPSA.
Pre-IPO Offer	means an issue of up to 6,000,000 ordinary shares in Moonlight at $0.10 per share.
Process	includes collect, record, organise, store, adapt, alter, retrieve, consult, use, disclose, make available, combine, block, erase or destroy.
Progressive or **Periodic Supply**	means a Taxable Supply that satisfies the requirements of section 156-5 GST Act.
Project	means the gold mining project conducted by the Targets using the Clermont Assets at Clermont, Queensland.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

Term	Definition
Property	means any property or properties acquired by a Target for the Project after the date of this document and before Completion.
Prospectus	means a disclosure document prepared by Moonlight in accordance with Part 6D.2 of the Corporations Act for: (a) the IPO Offer; and (b) the offer of Consideration Shares to Diatreme.
Purchase Price	means the amount set out in clause 7.1.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Relative	has the meaning given to that term in section 9 Corporations Act.
Resolution Institute	means the Resolution Institute ACN 008 651 232, a company limited by guarantee, and any successor organisation.
Sale Shares	means the shares in each Target set out in Schedule 1.
Security Interest	in relation to any Personal Property has the meaning given to that term by the PPSA and in relation to any other property means any security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust, power, or title retention or flawed deposit arrangement.
Sellers	means REM and LBO, and as the context requires: (a) in relation to the Sale Shares in Chalcophile, means REM; and (b) in relation to the Sale Shares in PGE, means LBO.
Shareholding Limit	means such number of Moonlight Shares that immediately following admission of Moonlight to the Official List does not exceed 19.9% of the issued Moonlight Share Capital.
Supplier	means, for purposes of clause 15, the entity making the supply (as defined in the GST Act).
Targets	means Chalcophile and PGE, and **Target** means any one of them.
Tax	includes any tax (including GST), levy, duty, charge, impost, fee, deduction and withholding however it is described, that is assessed, levied, collected or imposed by law or by a government agency, together with any related interest penalty, fine or other charge, or other amount imposed in respect of any of the above.
Tax Act	Means the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth), jointly, as applicable.
Tax Admin Act	means *Taxation Administration Act 1953* (Cth)
Third Party Interest	means with respect to any property: (a) any Encumbrance over or in respect of the property; or (b) any other right or interest of any nature in, over or in respect of the property in favour of any person other than the Seller.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

Term	Definition
Warranty	means each statement set out in Schedule 2.

1.2 Interpretation

In this document:

(a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;

(b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;

(c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;

(e) a reference to this document includes the agreement recorded by this document;

(f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

(h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;

(i) a reference to 'month' means calendar month;

(j) this document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself;

(k) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(l) a reference to '$' or 'dollar' is to Australian currency;

(m) a reference to time is to Brisbane time;

(n) in clauses, paragraphs or other parts of this document concerning tax consolidation, words have the same meaning as they do in or for Part 3-90 of the Tax Act and section numbers without the name of an Act refer to a section of the Tax Act;

(o) where a liability or obligation arises or is imposed on the Sellers or the Diatreme Parties under or in connection with this document, such liability or obligation is imposed jointly and severally on the Sellers or (as the case may be) the Diatreme Parties;

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

(p) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included; and

(q) a reference to applicable law is to any relevant law (including any subordinate or delegated legislation or statutory instrument of any kind) of a jurisdiction in or out of Australia, and also to any relevant judgment, order, policy, guideline, official directive, code of conduct, Authorisation or request (even if it does not have the force of law) of any Government Agency or regulatory body, such as a stock exchange, within or outside Australia.

2 Agreement to sell and buy the Sale Shares

The Sellers agree to sell the Sale Shares, and Moonlight agrees to buy the Sale Shares, from the Seller:

(a) free from Encumbrances;

(b) for the Purchase Price;

(c) on the Completion Date; and

(d) otherwise on the terms of this document.

3 Conditions precedent

3.1 Conditions precedent to performance of agreement

Except for this clause 3 and the Continuing Clauses, performance of the obligations under this document is subject to satisfaction or waiver of the following conditions (**Conditions Precedent**) on or before the earlier of the date specified for that purpose in the relevant condition or the Conditions Date:

Clause	Condition precedent	Benefiting party
(a)	completion, to Moonlight's satisfaction, of due diligence investigations conducted by Moonlight into: (i) the legal and operational aspects of the Clermont Assets; and (ii) title of the Clermont Assets, where those investigations are of the type that would reasonably be undertaken by a person in Moonlight's position taking into account Clermont Assets and the IPO Offer, by the lodgement date of the final prospectus with ASIC (**Due Diligence Date**);	Moonlight
(b)	Diatreme having received a copy of the DDC Report delivered to the directors of Moonlight, which includes a penultimate version of the Prospectus, being satisfied with the due diligence process undertaken in relation to the preparation of the Prospectus and any relevant disclosures made under the Prospectus;	Diatreme

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

(c)	ASX providing an in-principle confirmation that ASX is not aware of any reasons that would cause Moonlight not to have a structure and operations suitable for a listed entity for the purposes of Listing Rule 1.1 condition 1 (including in respect of the Purchase Price to be paid or issued by Moonlight under this document) or that would cause ASX to exercise its discretion to refuse admission to the Official List under Listing Rule 1.19;	Diatreme
(d)	Moonlight obtaining all necessary Authorisations to Moonlight's satisfaction, including shareholder, board and financier approval relating to the acquisition of the Sale Shares;	-
(e)	Moonlight having prepared a Prospectus, lodging it with ASIC and raising a minimum of $5,000,000 under the Prospectus through the issue of new Moonlight Shares under the IPO Offer;	-
(f)	Moonlight receiving conditional approval for Moonlight Shares to be granted official quotation on ASX and admission of Moonlight to the Official List, subject to conditions reasonably capable of being satisfied by Moonlight in the opinion of the parties acting reasonably;	Diatreme
(g)	on or before the date on which the final condition in paragraphs (a) to (f) above is either satisfied or waived, no breach of the Moonlight Warranties has occurred which would give rise to a right for a Diatreme Party to make a Claim having regarding to the limitations in clause 12; and	Diatreme
(h)	on or before the date on which the final condition in paragraphs (a) to (f) above is either satisfied or waived, no breach of the Warranties has occurred which would give rise to a right for Moonlight to make a Claim having regard to the limitations in clause 11.	Moonlight

3.2 Parties must cooperate

Each party must, and must procure its Affiliates to:

(a) cooperate with the other party and use its best endeavours to ensure the Conditions Precedent are satisfied as soon as reasonably possible;

(b) sign and deliver all documents and do everything necessary or desirable to carry out its obligations under this clause 3;

(c) take no action that might prevent or hinder satisfaction of the Conditions Precedent;

(d) supply to the other party copies of all applications made and all information supplied to third parties to enable satisfaction of the Conditions Precedent;

(e) keep the other party regularly informed of the status of any discussions or negotiations with relevant third parties about the Conditions Precedent; and

(f) promptly give written notice to the other party when aware of the satisfaction of any Conditions Precedent, or of any Conditions Precedent that cannot be satisfied.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

3.3 Waiver of Conditions Precedent

If clause 3.1 identifies that a Condition Precedent is for the benefit of a particular party, that party may (subject to any conditions the party thinks fit to impose) waive a Condition Precedent by notice to the other party. Otherwise, a Condition Precedent may only be waived by agreement between the parties.

3.4 Termination if conditions not fulfilled

(a) If:

(i) a Condition Precedent is or becomes incapable of being satisfied, and that Condition Precedent is not waived in accordance with clause 3.3;

(ii) each Condition Precedent is not satisfied or waived in accordance with clause 3.3 by the Conditions Date or before an earlier date specified in the relevant Condition Precedent; or

(iii) a Condition Precedent does not remain satisfied in all respects at all times before Completion,

then any party may, subject to its compliance with clause 3.2, terminate this document by giving written notice to the other parties.

(b) If this document is terminated by notice under clause 3.4(a), then all rights and obligations under this document terminate on the date after the notice is given, other than:

(i) the Continuing Clauses; and

(ii) rights and obligations that accrue on or before the Conditions Date or such earlier date (as applicable).

4 Moonlight's due diligence

4.1 Due diligence process

(a) Moonlight must undertake a due diligence process in connection with the preparation of the Prospectus and for the purpose of establishing the defences under sections 731 and 733 of the Corporations Act for persons involved in the preparation of the Prospectus.

(b) Moonlight and Diatreme agree that:

(i) Diatreme will nominate a person as its representative to be a member of the due diligence committee formed for the purpose of preparing the Prospectus; and

(ii) the due diligence planning memorandum adopted by the of due diligence committee must be in a form acceptable to Moonlight and Diatreme.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

4.2 Diatreme Parties to cooperate

To assist Moonlight's due diligence investigations under clause 3.1(a):

(a) Moonlight, and any person who has Moonlight's written authority, may until the Due Diligence Date make written requests to the Diatreme Parties for information about the Clermont Assets;

(b) the Diatreme Parties authorise Moonlight to apply to any Government Agency for any information held by that Government Agency about the Clermont Assets; and

(c) the Diatreme Parties must:

(i) cooperate fully and give all reasonable assistance to enable Moonlight to complete its due diligence investigations; and

(ii) within five Business Days supply to Moonlight and the people authorised in writing by Moonlight any information or explanations reasonably requested about the Clermont Assets and any further information reasonably required to make an informed assessment of the Clermont Assets and to enable Moonlight to fully investigate the accuracy of each Warranty.

4.3 Moonlight's access

(a) Until Completion the Diatreme Parties must:

(i) supply to Moonlight, and to any person who has Moonlight's written authority, any information or document about the Clermont Assets in the possession or control of the Diatreme Parties which Moonlight or the people authorised in writing by Moonlight may reasonably request;

(ii) assist Moonlight to learn about the Clermont Assets including for the purposes of the IPO; and

(iii) give Moonlight and the people authorised in writing by Moonlight access on reasonable notice during normal business hours to allow them to inspect the Clermont Assets and property of the Targets, or property in the custody of the Sellers, which relates to the Clermont Assets, and must:

(A) comply with all reasonable directions of the Diatreme Parties and their authorised personnel;

(B) comply with all relevant laws including laws in relation to workplace health and safety; and

(C) and not interfere with any operations of the Diatreme Parties.

(b) Moonlight indemnifies the Diatreme Parties against any Losses incurred by a Diatreme Party from any breach by Moonlight or its personnel of clause 4.3(a)(iii), except to the extent that the Losses arise directly or indirectly from of an act or omission of a Diatreme Party.

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

5 Conduct of the Diatreme Parties before Completion

5.1 Diatreme Parties' conduct involving the Clermont Assets

(a) Until Completion, the Diatreme Parties must and must ensure that the Targets:

(i) manage the Clermont Assets in the ordinary course (having regard to the nature of the Clermont Assets, good commercial practice and compliance with applicable laws);

(ii) provide Moonlight with a copy of any material correspondence involving the Clermont Assets that is received from any third party;

(iii) comply with all of their obligations and applicable laws in respect of the Clermont Assets or the operations there undertaken and any direction validly given by any Government Agency in relation to the Clermont Assets or the operations there undertaken;

(iv) protect and maintain the Clermont Assets and must maintain the existing insurance in respect of the Clermont Assets;

(v) ensure that the Clermont Assets are maintained in good standing and ensure that any of the Authorisations and licences related to the Clermont Assets that are due to expire before Completion are renewed;

(vi) promptly notify Moonlight if an event occurs that may result in a breach of any of the Warranties;

(vii) promptly notify Moonlight of any Claim, demand, legal proceeding or cause of action in connection with the Clermont Asset or the operations there undertaken which may occur, be threatened, brought, asserted or commenced; and

(viii) promptly provide to Moonlight copies of any material written notices given by the Diatreme Parties to a Government Agency, or received by the Diatreme Parties from a Government Agency, in respect of the Clermont Asset or the operations there undertaken.

(b) Until Completion, the Diatreme Parties must not and must ensure the Targets do not, without the written consent of Moonlight which cannot be unreasonably delayed or withheld:

(i) enter into any material commitment, contract, agreement or arrangement which could materially affect the Clermont Assets;

(ii) terminate or vary any material term of, do or omit to do anything which might result in a termination or variation of any material term of, or waive any material right under, any Compensation Agreements;

(iii) dispose, assign, sell, transfer, lease, licence, Encumber (other than a Permitted Encumbrance) or otherwise part with possession of, or deal with, grant an option over or grant any interest in the Clermont Assets;

(iv) do, or cause to be done, or omit to do, anything which may put the Clermont Assets at risk of cancellation, termination or forfeiture;

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

(v) take any steps to relinquish, surrender or cancel, or vary the terms or conditions of, the Clermont Assets; or

(vi) authorise or agree (conditionally or otherwise) to do any of the things which it is prevented from doing under this clause.

5.2 Conduct requiring the consent of Moonlight

Until Completion, the Diatreme Parties must ensure that each Target, unless required to or contemplated by this document, does not without the written consent of Moonlight which cannot be unreasonably delayed or withheld:

(a) **(Deal With)** Deal With the Clermont Assets;

(b) **(mining application)** make an application for a tenement under the Mining Act in respect of the Tenement;

(c) **(act contrary to Warranty)** do anything, or fail to do anything, or (to the extent a matter is within a Diatreme Party's or Target's control) allow anything to happen, that would make a Warranty false or misleading in a manner that would give rise to a right for Moonlight to make a Claim having regarding to the limitations in clause 14;

(d) (**Compensation Agreements)** terminate or alter any term of any Compensation Agreement;

(e) **(enter into contracts)** enter into any contract, agreement, arrangement or commitment relating the Project for more than $10,000 or for longer than three months;

(f) **(authorisations)** vary, surrender, fail to renew or allow to lapse any Authorisation;

(g) **(alter capital)** alter its capital structure in any way;

(h) **(no distributions)** declare or pay any dividend, or distribute income, or return capital or profits to its members;

(i) **(alter constitution)** change its constitution; or

(j) **(resolutions)** pass any members' resolution.

5.3 Notification of a material change

Until Completion, the Diatreme Parties must immediately inform Moonlight in writing of any event that:

(a) materially affects the business of a Target, the Clermont Assets or the value of the Sale Shares or the Clermont Assets; or

(b) makes, may or is likely to make, a Warranty materially untrue, incomplete or inaccurate, or materially misleading or deceptive as if the Warranty had been given at the date of this document,

and provide full details of that event.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

5.4 Termination if material change

Until Completion, Moonlight may, by written notice to the Diatreme Parties, terminate this document (except for the Continuing Clauses) if an event occurs that in Moonlight's reasonable opinion:

(a) materially affects the business of a Target, Clermont Assets or the value of the Sale Shares or Clermont Assets in an adverse way;

(b) a Diatreme Party or Target suffers an Insolvency Event; or

(c) makes, or may or is likely to make, a Warranty materially untrue, incomplete or inaccurate, or materially misleading or deceptive as if the Warranty had been given at the date of this document, unless:

(i) the matter was fully, fairly and accurately disclosed to Moonlight in the Disclosure Materials; or

(ii) Moonlight is aware of the matter at the time it confirms satisfaction or waiver of the Conditions Precedent at clause 3.1(a),

whether or not that event was notified under clause 5.3.

5.5 Result of termination by Moonlight for material change

Clause 5.4 does not limit any other right or remedy of Moonlight.

6 Conduct of Moonlight before Completion

6.1 Conduct of the Moonlight Business

Before Completion, Moonlight must ensure that it carries on the Moonlight Business:

(a) as a going concern;

(b) following its ordinary and usual practice, having regard to the nature of the Moonlight Business and good commercial practice;

(c) with due care;

(d) in compliance with all applicable laws and codes; and

(e) using reasonable endeavours to:

(i) preserve intact its current business relationships;

(ii) maintain the profitability and value of the Moonlight Business; and

(iii) ensure it has sufficient resources to continue its business operations prior to the IPO.

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

6.2 Maintaining assets and insurance

Before Completion, Moonlight must ensure it:

(a) protects and maintains its assets, including the Moonlight Tenements;

(b) raises sufficient capital to continue its business operations and undertakes all actions necessary to do so, notwithstanding anything to the contrary provided in this document;

(c) does not remove any of its physical assets from any of its premises except in the ordinary course of its usual business;

(d) appropriately and adequately insures each of its insurable assets and maintains adequate liability insurance (including property insurance, workers' compensation, professional indemnity, product liability and public liability insurance) and also maintains all liability insurance that covers it at the date of this document; and

(e) (if any of its assets are lost, destroyed or damaged) makes appropriate claims under its insurance and applies all available proceeds to replace or re-instate those assets.

6.3 Conduct requiring the consent of Diatreme

Before Completion, Moonlight must ensure that, unless required to or contemplated by this document, Moonlight does not without the written consent of Diatreme which cannot be unreasonably delayed or withheld:

(a) **(sell assets)** dispose of, agree to dispose of, grant an option over or grant an interest in any of its assets;

(b) **(acquire assets)** acquire, agree to acquire, take an option over or acquire an interest in any asset;

(c) **(borrow money)** borrow money or obtain financial accommodation or debt finance of any kind;

(d) **(lend money)** lend money or provide financial accommodation or debt finance of any kind;

(e) **(incur commitments)** incur any expenditure, Liability or commitment:

(i) of more than $50,000, or for a duration exceeding 12 months; or

(ii) for a lesser amount or shorter period than those set out in clause 6.3(e)(i), except under clause 6.1(b),

other than expenses for the pre-IPO offer and for the IPO Offer.

(f) **(withdraw money from accounts)** pay any money from a bank account except under clause 6.1(b) and then only if the total of all payments from bank accounts of Moonlight between the date of this document and Completion is no more than $50,000, except for any payment related to expenses for the pre-IPO offer and for the IPO Offer;

(g) **(act contrary to the Moonlight Warranties)** do anything, or fail to do anything, or (to the extent a matter is within Moonlight's control) allow anything to happen, that would make a Moonlight Warranty false or misleading in a manner that would give rise to

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

a right for a Diatreme Party to make a Claim having regarding to the limitations in clause 12;

(h) **(alter capital)** alter its capital structure in any way, including by allotting or issuing any security like a share, option or security convertible into shares, other than as contemplated by this document or in connection with the pre-IPO offer or IPO Offer;

(i) **(no distributions)** declare or pay any dividend, or distribute income, or return capital or profits to its members;

(j) **(alter constitution)** change its constitution, other than to adopt a constitution that complies with the Listing Rules and is suitable for a company seeking admission to the Official List;

(k) **(resolutions)** pass any members' resolution, other than in connection with a Condition Precedent, a Pre-IPO offer or the IPO Offer;

(l) **(communication facilities)** cancel or allow to lapse any right to use a domain name, an internet address, a post office box number, a telephone number or a facsimile number;

(m) **(authorisations)** vary, surrender, fail to renew or allow to lapse any Authorisation;

(n) **(legal proceedings)** (except for recovery of unpaid trade creditors) begin, compromise or refer to mediation or arbitration any litigation of any kind;

(o) **(debtors and creditors)** pay creditors and collect debtors other than according to past practice;

(p) **(payment to affiliate)** make a payment to an Affiliate of Moonlight;

(q) **(transfer to affiliate)** transfer assets to an Affiliate of Moonlight;

(r) **(assume Liabilities of affiliate)** assume or incur Liabilities for the benefit of an Affiliate of Moonlight; or

(s) **(contract with the affiliate)** enter into any contract, arrangement or understanding, agreeing to:

(i) pay any amount or provide any benefit to an Affiliate of Moonlight; or

(ii) forgive any obligation of an Affiliate of Moonlight to Moonlight.

6.4 Notification of a material change

Until Completion, Moonlight must immediately inform Diatreme in writing of any:

(a) event that materially affects the Moonlight Business;

(b) event that makes, may or is likely to make a Moonlight Warranty materially untrue, incomplete or inaccurate, or materially misleading or deceptive as if the Moonlight Warranty had been given at the date of this document; or

(c) Insolvency Event that affects Moonlight,

and provide full details of that event.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

6.5 Termination if material change

Until Completion, Diatreme may, by written notice to Moonlight, terminate this document (except for the Continuing Clauses) if an event occurs that in Diatreme's reasonable opinion:

(a) materially affects the Moonlight Business or the value of the assets of Moonlight, including the Moonlight Tenements, in an adverse way;

(b) makes, or may or is likely to make, a Moonlight Warranty materially untrue, incomplete or inaccurate, or materially misleading or deceptive as if the Moonlight Warranty had been given at the date of this document, unless:

(i) the matter is fully, fairly and accurately disclosed to the Diatreme Parties in the DDC Report or Prospectus; and

(ii) Diatreme has confirmed satisfaction or waiver of the Condition Precedent in clause 3.1(b); or

(c) Moonlight is affected by an Insolvency Event,

whether or not that event was notified under clause 6.4.

6.6 Result of termination by Diatreme for material change

Clause 6.5 does not limit any other right or remedy of Diatreme.

7 Purchase Price

7.1 Purchase Price

The total consideration for the Sale Shares to be paid or provided by Moonlight is:

(a) $250,000 to be paid to Diatreme (**Completion Payment**); and

(b) a number of new Moonlight Shares to be issued by Moonlight to Diatreme in accordance with clause 9.4 up to the Shareholding Limit, and in any event a number of new Moonlight Shares not exceeding $3,250,000, at the IPO Offer Price (the **Consideration Shares**)

7.2 Application under Prospectus

This document constitutes an application by Diatreme to receive the Consideration Shares and an agreement to be bound by Moonlight's Constitution.

7.3 Mandatory restrictions

Diatreme must agree to any mandatory restrictions imposed under the Listing Rules on the Consideration Shares.

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

8 Foreign resident capital gains withholding

8.1 Seller's declaration

For the purposes of section 14-225(1) of Schedule 1 of the Tax Admin Act, each Seller declares that for six months on and from the date of this document it is, and will be, an Australian resident for Australian income tax purposes.

8.2 Completion six months after date of document

If Completion occurs more than six months after the date of this document, each Seller must give to Moonlight, at least five Business Days before Completion, a further valid declaration in writing that for the purposes of section 14-225(1) of Schedule 1 of the Tax Admin Act, that it is and will continue to be an Australian resident for income tax purposes at Completion.

8.3 No withholding

Moonlight represents and agrees that:

(a) the declarations of the Sellers under clauses 8.1 and 8.2 represent declarations for the purposes of section 14-210(3) of Schedule 1 of the Tax Admin Act;

(b) Moonlight does not know that the declarations under clause 8.1 are false; and

(c) Moonlight must not, if Completion occurs within six months of the declarations under clause 8.2:

(i) withhold any amount under subdivision 14-D of Schedule 1 of the Tax Admin Act from any payments to be made to a Seller; or

(ii) pay any amount under subdivision 14-D of Schedule 1 of the Tax Admin Act to the Commissioner of Taxation, in connection with this document,

unless Moonlight knows that the declaration made by that Seller under clause 8.2 (if applicable) is false.

9 Completion

9.1 Time, date and place for Completion

Completion must take place before 5.00pm electronically or otherwise at the offices of Ashurst in Sydney on the Completion Date, or at any other time, date and place Moonlight and Diatreme agree on in writing.

9.2 Diatreme Parties' obligation on Completion

At Completion, the Diatreme Parties must give Moonlight:

(a) **(ownership)** absolute ownership of and title to the Sale Shares free from any Encumbrance; and

(b) **(control)** give Moonlight operational control of the Targets;

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

(c) **(share certificates)** share certificates for the Sale Shares (or in the case of any lost, stolen or destroyed certificate, an indemnity in respect of the relevant certificate on terms reasonably satisfactory to Moonlight);

(d) **(transfers)** completed transfers of the Sale Shares to Moonlight signed by the relevant Seller, and in registrable form;

(e) **(corporate records)** the certificate of registration, common seal (if one exists) and all corporate records of each Target including statutory registers and other record books;

(f) **(financial records)** all financial records of each Target in proper order and entered up to Completion;

(g) **(information for Financing Statement)** all data relating to Security Interests (including Serial Numbers and other details prescribed by the PPSA) to be included in Financing Statements, Financing Change Statements or notices required to be registered under the PPSA other than Encumbrances on the Tenement;

(h) **(bank records)** a list of all bank accounts kept by each Target and a bank statement for each bank account obtained on the day of Completion, certified by a director and secretary of the relevant Target and an authority to alter the signatories of each bank account in the way notified by Moonlight before Completion;

(i) **(resignations)** unless otherwise directed by Moonlight, the written resignation of each director, secretary and public officer of each Target containing an acknowledgment by the person resigning that he or she has no Claim of any kind against the relevant Target (except for statutory entitlements to accrued long service leave and annual holiday pay);

(j) **(properties)** documents held by each Target relating to the ownership and use of the Clermont Assets and the Properties;

(k) **(keys)** possession of the Properties and delivery of security codes, security devices and keys for each Property;

(l) **(restriction deed)** a restriction deed signed by Diatreme in the form prescribed under Appendix 9A of the Listing Rules in respect of the Consideration Shares;

(m) **(other documents)** every other document or thing, including any waiver or consent, this document requires a Diatreme Party to give to Moonlight on Completion or which is reasonably required by Moonlight to vest full ownership, title, possession and benefit of the Sale Shares in Moonlight free from any potential Claim by a third party; and

(n) **(general)** do all other things reasonably necessary or desirable within the power of the Diatreme Parties to transfer and deliver the Sale Shares to Moonlight.

9.3 Meetings to be held on Completion

At Completion, the Diatreme Parties must ensure a meeting of the directors of each Target is held to pass the following resolutions:

(a) **(registration of transfers)** to approve the transfer of the relevant Sale Shares to Moonlight, register, subject to payment of stamp duty, the transfers of the Sale Shares, issue a new share certificate for the Sale Shares in the name of Moonlight and cancel the existing share certificates;

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

(b) **(appointment of officers)** to appoint persons nominated by Moonlight as directors, secretary and public officers of the Targets, subject to those nominees providing a consent to act;

(c) **(bank signatories)** to revoke any existing authority to operate an account or safety deposit box with a bank or financial institution, and to appoint instead persons nominated by Moonlight;

(d) **(retirements)** to note the retirement of each existing director, secretary, public officer of Target with effect from the end of the meeting, by the written resignations given under clause 9.2(i); and

9.4 Moonlight's obligations at Completion

At Completion, Moonlight must:

(a) pay the Completion Payment to Diatreme in accordance with clause 7.1;

(b) allot the Consideration Shares to Diatreme under the Prospectus;

(c) ensure the share registry of Moonlight issues a holding statement to Diatreme for the Consideration Shares;

(d) accept all items the Diatreme Parties give Moonlight under clause 9.2 and sign any documents that require signing by Moonlight; and

(e) give the Seller written consents of each person nominated by Moonlight to act as a director, secretary or public officer of a Target.

9.5 Interdependence

(a) The obligations of Moonlight and the Diatreme Parties under clause 9 are interdependent.

(b) All actions required to be performed on Completion are taken to have occurred simultaneously.

(c) Completion does not occur unless all of the obligations of Moonlight and the Diatreme Parties under clause 9 are complied with or waived in writing by the other party.

9.6 Failure to complete

If Moonlight or a Diatreme Party fails to fully comply with its obligations under clause 9 and the parties do not achieve Completion then each party must:

(a) return to the other all documents delivered to it under clause 9;

(b) repay to the other all payments received by it under clause 9; and

(c) do everything reasonably required by the other party to reverse any action taken under clause 9,

without prejudice to any other rights any party may have because of that failure.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

10 Tax information

After Completion, each Diatreme Party must give Moonlight information in the Diatreme Party's possession or under its control about a Target that Moonlight reasonably requires to enable a Target to complete its Tax returns, or otherwise comply with an obligation under a law about Tax.

11 Diatreme Parties' warranties

11.1 Diatreme Parties' Warranties

(a) The Diatreme Parties represent and warrant to Moonlight and it is a condition of this document, that each Warranty is true and accurate and is not misleading or deceptive, or likely to mislead or deceive, both at the date Moonlight confirms satisfaction or waiver of the Conditions Precedent at clause 3.1(a) (**Diatreme Warranty Date**) and at Completion.

(b) Where a warranty is stated to be made at or on only one of the date of this document, the Diatreme Warranty Date and Completion, or at some other date, is made only at that date.

11.2 Application of Warranties

Each of the Warranties:

(a) do not merge on, and remains in full force after, Completion; and

(b) is a separate warranty, and its meaning is not affected by any other Warranty.

11.3 Limits on types of Warranty Claims

The Diatreme Parties are not liable for and Moonlight cannot make a Claim for a breach of a Warranty to the extent that:

(a) **(disclosed matter)** the Claim arises out of any matter that was fully, fairly and accurately disclosed in the Disclosure Materials;

(b) **(matter disclosed)** the Claim arises out of any matter which:

(i) Moonlight should reasonably have discovered or inferred from the material disclosed by or on behalf of the Diatreme Parties in connection with its due diligence investigations under clause 4; or

(ii) is fully, fairly and accurately disclosed in the DDC Report;

(c) **(Prospectus due diligence)** the Claim arises out of any matter for which Moonlight should have made reasonable enquiries for the purpose of preparing the Prospectus;

(d) **(Prospectus disclosure)** the Claim arises out of a matter that is referenced, or Moonlight determined it would not reference, in the Prospectus;

(e) **(public information)** the Claim arises out of any matter which Moonlight should reasonably have discovered or inferred from searches undertaken (or which should

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

reasonably have been undertaken) on or before two Business Days before the signing of this document or Completion (as applicable), of the public records maintained by:

(i) ASX;

(ii) ASIC;

(iii) the Federal Court of Australia;

(iv) the High Court of Australia; or

(v) the Supreme Court of Queensland;

(f) **(resource authorities)** the Claim arises out of any matter which Moonlight should reasonably have discovered in public records maintained by the registries of the Queensland Government with respect to resource authorities (being the register maintained pursuant to section 197 of the *Mineral and Energy Resources (Common Provisions) Act 2014* (Qld));

(g) **(native title)** the Claim arises out of any matter which Moonlight should reasonably have discovered in public records maintained by the registries of the National Native Title Tribunal with respect to the National Native Title Register (being the register maintained pursuant to the *Native Title Act 1993* (Cth));

(h) **(knowledge)** before the date of this document or Completion (as applicable), Moonlight knew or ought reasonably to have known of the matter giving rise to the Claim, due to the due diligence investigations undertaken for the purpose of preparing the Prospectus;

(i) **(remediable loss)** the Loss giving rise to the Claim is (or is, capable of being) made good or compensated for without material cost to Moonlight;

(j) **(Diatreme Party's action)** the Claim would not have arisen but for an act, omission or transaction carried out at the request of or with the informed consent of Moonlight before Completion;

(k) **(Moonlight's action)** the Claim arises from anything done or not done after Completion by or on behalf of Moonlight unless the thing done or not done (as the case may be) is required to be done or not done by this document;

(l) **(change in law or interpretation)** the Claim arises from a breach of a Warranty which is as a result of:

(i) the enactment or amendment of any legislation or regulations;

(ii) a change in the judicial or administrative interpretation of the law; or

(iii) a change in the practice or policy of any Government Agency,

after the date of this document, including legislation, regulations, amendments, interpretations, practices or policies that have retrospective effect; and

(m) **(no indirect loss)** the Loss suffered is indirect or consequential loss or damage, including loss of profit.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

11.4 Moonlight's acknowledgements

Moonlight acknowledges, agrees and represents that:

(a) it has made and relied on its own:

(i) searches, investigations and enquiries on the Targets and the Clermont Assets; and

(ii) evaluation of any material provided by or on behalf of the Diatreme Parties to the Moonlight before the Diatreme Warranty Date or Completion (as applicable);

(b) as part of its due diligence investigations and enquiries on the Targets and the Clermont Assets, Moonlight has had access to all documents and information they have requested from the Diatreme Parties;

(c) it has extensive knowledge and experience of the mining industry in Australia and has had the benefit of independent legal, financial and technical advice on its proposed purchase of Sale Shares and the terms of this document;

(d) the Diatreme Parties and their representatives have not made any warranty or representation as to the accuracy of any forecast, budget, estimate, projection, statement of opinion or statement of intention provided to Moonlight before the Diatreme Warranty Date or during Moonlight's due diligence investigations;

(e) it is not entering into this document in reliance on, and it may not rely on, any forecast, budget, estimate, projection, statement of opinion or statement of intention; and

(f) any Claim by Moonlight against the Diatreme Parties must be based solely on and limited to the express provisions of this document and that, to the maximum extent permitted by law, all terms and conditions that may be implied by law in any jurisdiction and which are not expressly set out in this document are excluded (and to the extent that any of those terms and conditions cannot be excluded then Moonlight irrevocably waives all rights and remedies that it may have, and releases the Diatreme Parties from any liability, under those terms and conditions).

11.5 Claim to be reduction of Purchase Price

Any payment by the Diatreme Parties to Moonlight for a Claim under a Diatreme Warranty or the Diatreme Tax Indemnity must be treated as a reduction in the Purchase Price.

11.6 Meaning of Seller's knowledge

If a Warranty is qualified by the words 'to the best of the Diatreme Parties' knowledge and belief' or 'so far as the Diatreme Parties are aware' or any similar expression, that statement is deemed to include an additional statement that it has been made after due and careful enquiry.

11.7 Time limit to bring Claim

(a) If Moonlight becomes aware of any facts that might give rise to a Claim under any Warranty (other than a Diatreme Tax Warranty), Moonlight must give written notice to the Diatreme Parties setting out reasonable particulars on or before the second anniversary of Completion, following which no further Claim can be made by Moonlight.

(b) Where on or before the second anniversary of Completion Moonlight gives the Diatreme Parties written notice of facts that might give rise to a Claim under the Warranty, that

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

Warranty does not cease on that date but continues after that date to the extent required to enable Moonlight to start proceedings for that Claim.

(c) If Moonlight becomes aware of any facts that might give rise to a Claim under the Diatreme Tax Indemnity or a Diatreme Tax Warranty, Moonlight must give written notice to the Diatreme Parties setting out reasonable particulars on or before the fifth anniversary of Completion, following which no further Claim can be made by Moonlight.

11.8 Minimum quantum of Claim

Moonlight must not make a Claim against the Diatreme Parties for a breach of any Warranty:

(a) for less than $20,000 (but where a series of related claims about the same facts or circumstances or a series of similar facts and circumstances is taken to be one claim); and

(b) unless the aggregate of the Losses suffered or likely to be suffered by Moonlight exceeds $50,000 and then for the full amount including the first $20,000.

11.9 Maximum liability

The maximum aggregate liability of the Diatreme Parties for any Losses claimed or incurred by Moonlight under or in connection with this document (including in respect of any Diatreme Tax Claim) is $3.5 million.

12 Moonlight warranties

12.1 Moonlight warranties

(a) Moonlight represents and warrants to the Diatreme Parties and it is a condition of this document that each Moonlight Warranty is true and accurate and is not misleading or deceptive, or likely to mislead or deceive, both at the date the Diatreme Parties confirm satisfaction or waiver of the Condition Precedent in clause 3.1(b) (**Moonlight Warranty Date**) and at Completion.

(b) Where a warranty is stated to be made at or on only one of the date of this document, the Moonlight Warranty Date and Completion, or at some other date, is made only at that date.

12.2 Application of Moonlight Warranty

Each Moonlight Warranty:

(a) does not merge on, and remains in force after, Completion; and

(b) must be interpreted independently and is not limited by reference to another Moonlight Warranty.

12.3 Limits on types of Moonlight Warranty Claims

Moonlight is not liable for and the Diatreme Parties cannot make a Claim for breach of Warranty to the extent that:

(a) **(disclosed matter)** the Claim arises out of any matter that was fully, fairly and accurately disclosed in the DDC Report or the Prospectus;

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

(b) **(public information)** the Claim arises out of any matter which the Diatreme Parties should reasonably have discovered or inferred from searches undertaken (or which should reasonably have been undertaken) two Business Days before the date of signing of this document, of the public records maintained by:

(i) ASX;

(ii) ASIC;

(iii) the registrar of the PPS Register;

(iv) the Federal Court of Australia;

(v) the High Court of Australia; or

(vi) the Supreme Court of New South Wales or the Northern Territory;

(c) **(resource authorities)** the Claim arises out of any matter which the Diatreme Parties should reasonably have discovered in public records maintained by the registries of:

(i) the New South Wales Government with respect to resource authorities (being the register maintained pursuant to Part 8 Division 3 of the *Mining Act 1992* (NSW)); and

(ii) the Norther Territory Government with respect to resource authorities (being the register maintained pursuant to Part 7 Division 1 of the *Mineral Titles Act 2010* (NT));

(d) **(native title)** the Claim arises out of any matter which the Diatreme Parties should reasonably have discovered in searches undertaken five Business Days before the Moonlight Warranty Date of public records maintained by the registries of the National Native Title Tribunal with respect to the National Native Title Register (being the register maintained pursuant to the *Native Title Act 1993* (Cth));

(e) **(knowledge)** before the Moonlight Warranty Date or Completion (as applicable), the Diatreme Parties knew or ought reasonably to have known of the matter (without having regard to the Moonlight Disclosure Materials) giving rise to the Claim;

(f) **(remediable loss)** the Loss giving rise to the Claim is (or is, capable of being) made good or compensated for without material cost to the Diatreme Parties;

(g) **(Moonlight's action)** the Claim would not have arisen but for an act, omission or transaction carried out at the request of or with the informed consent of Diatreme before Completion;

(h) **(Diatreme Party' action)** the Claim arises from anything done or not done after Completion by or on behalf of a Diatreme Party unless the thing done or not done (as the case may be) is required to be done or not done by this document;

(i) **(change in law or interpretation)** the Claim arises from a breach of a Warranty which is as a result of:

(i) the enactment or amendment of any legislation or regulations;

(ii) a change in the judicial or administrative interpretation of the law; or

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

(iii) a change in the practice or policy of any Government Agency,

after the Moonlight Warranty Date, including legislation, regulations, amendments, interpretations, practices or policies that have retrospective effect; and

(j) **(no indirect loss)** the Loss suffered is indirect or consequential loss or damage, including loss of profit.

12.4 The Diatreme Parties' acknowledgments

Each Diatreme Party acknowledges, agrees and represents that:

(a) it has made and relied on its own:

(i) searches, investigations and enquiries on the Moonlight Business; and

(ii) evaluation of any material provided by or on behalf of Moonlight to the Diatreme Parties before the Moonlight Warranty Date or Completion (as applicable) including anything disclosed in the DDC Report or the Prospectus;

(b) Diatreme will have the ability to participate in the due diligence process set out in clause 4.1(a) and will have access to all documents and information made available to the Due Diligence Committee in the course of that process;

(c) it has extensive knowledge and experience of the mining industry in Australia and has had the benefit of independent legal, financial and technical advice on its proposed acquisition of securities in Moonlight and the terms of this document;

(d) Moonlight and its representatives have not made any warranty or representation as to the accuracy of any forecast, budget, estimate, projection, statement of opinion or statement of intention provided to the Diatreme Parties before the Moonlight Warranty Date;

(e) it is not entering into this document in reliance on, and it may not rely on, any forecast, budget, estimate, projection, statement of opinion or statement of intention;

(f) the disclosure of any matter in the DDC Report or the Prospectus does not constitute or imply any warranty, representation, statement, covenant, agreement, indemnity or undertaking not expressly given by Moonlight in this document and the contents of the DDC Report or the Prospectus do not have the effect of extending the scope of any of the Moonlight Warranties or the other provisions of this document; and

(g) any Claim by a Diatreme Party against Moonlight must be based solely on and limited to the express provisions of this document and that, to the maximum extent permitted by law, all terms and conditions that may be implied by law in any jurisdiction and which are not expressly set out in this document are excluded (and to the extent that any of those terms and conditions cannot be excluded then the Diatreme Parties irrevocably waives all rights and remedies that it may have, and releases Moonlight from any liability, under those terms and conditions).

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

12.5 Claim to be increase of Purchase Price

Any payment by Moonlight to a Diatreme Party for a Claim under a Moonlight Warranty or the Moonlight Tax Indemnity must be treated as an increase in the Purchase Price.

12.6 Meaning of Moonlight's knowledge

If a Warranty is qualified by the words 'to the best of Moonlight's knowledge and belief' or 'so far as Moonlight is aware' or any similar expression, that statement is deemed to include an additional statement that it has been made after due and careful enquiry and includes knowledge or belief of any Related Body Corporate of Moonlight.

12.7 Time limit to bring Claim

(a) If a Diatreme Party becomes aware of any facts that might give rise to a Claim under any Warranty (other than a Moonlight Tax Warranty), the Diatreme Parties must give written notice to Moonlight setting out reasonable particulars on or before the first anniversary of Completion, following which no further Claim can be made by the Diatreme Parties.

(b) Where on or before the first anniversary of Completion a Diatreme Party gives Moonlight written notice of facts that might give rise to a Claim under the Warranty, that Warranty do not cease on that date but continue after that date to the extent required to enable Moonlight to start proceedings for that Claim.

(c) If a Diatreme Party becomes aware of any facts that might give rise to a Claim under the Moonlight Tax Indemnity or a Moonlight Tax Warranty, the Diatreme Parties must give written notice to Moonlight setting out reasonable particulars on or before the fifth anniversary of Completion, following which no further Claim can be made by the Diatreme Parties.

12.8 Minimum quantum of Claim

The Diatreme Parties must not make a Claim against Moonlight for a breach of any Moonlight Warranty:

(a) for less than $20,000 (but where a series of related claims about the same facts or circumstances or a series of similar facts and circumstances is taken to be one claim); and

(b) unless the aggregate of the Losses suffered or likely to be suffered by the Diatreme Parties exceeds $50,000 and then for the full amount including the first $20,000.

12.9 Maximum liability

The maximum aggregate liability of Moonlight for any Losses claimed or incurred by the Diatreme Parties under or in connection with this document (including in respect of a Moonlight Tax Indemnity Claim) is $3,500,000.

13 Tax indemnity

13.1 Diatreme tax indemnity

Subject to Completion, this clause 13 and clause 11, the Diatreme Parties must pay to Moonlight on demand an amount equal to the amount needed to indemnify Moonlight against:

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

(a) any amount of Tax payable by a Target under an Assessment to the extent that the Tax relates to any period or part period up to and including Completion; or

(b) any Tax or other Loss that arises from a Target being a member of the Consolidated Group before Completion,

together with all reasonable costs and expenses incurred by or on behalf of Moonlight or a Target in managing any Tax enquiry, Diatreme Tax Claim, dispute or similar action in relation to any of the foregoing.

14 Moonlight tax indemnity

Subject to Completion, this clause 13 and clause 12, Moonlight must pay to Diatreme on demand an amount equal to the amount needed to indemnify Diatreme against:

(a) Diatreme's Relevant Proportion of any amount of Tax payable by a member of the Moonlight Group under an Assessment to the extent that the Tax relates to any period or part period up to and including Completion; or

(b) Diatreme's Relevant Proportion of any Tax or other Loss that arises from a Moonlight Group member being a member of a consolidated group within the meaning of section 703-5 of the Tax Act before Completion,

together with all reasonable costs and expenses incurred by or on behalf of Diatreme in managing any Tax enquiry, Moonlight Tax Claim, dispute or similar action in relation to any of the foregoing.

15 Limitations

The limitations in clause 11.3(i) to (m) (inclusive) and 12.3(f) to (j) (inclusive) apply to a Claim under the Diatreme Tax Indemnity and the Moonlight Tax Indemnity, as applicable.

16 Capacity

16.1 Title and capacity

Each party represents and warrants that:

(a) it is validly existing under the laws of its place of incorporation or registration;

(b) it has the power to enter into and perform its obligations under this document;

(c) it has taken all corporate action and holds all Authorisations necessary or desirable to enable its entry into and performance of this document, and it is complying with any conditions attached to the Authorisations;

(d) it is not entering into this document in the capacity of trustee of any trust;

(e) its obligations under this document are enforceable against it under the terms of the document; and

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

(f) the execution, delivery and performance by it of this document (and any other document required to be entered into by it relating to this document) does not, subject to satisfaction or waiver of the Conditions Precedent:

(i) result in a breach of, or constitute a default under, any agreement or arrangement to which it is party or by which it is bound; or

(ii) result in a breach of any law or order, judgment, decree or decision of any court or Government Agency or regulatory body by which it is bound.

16.2 Legal advice

Each party warrants it has read and understood this document and obtained independent legal advice about its terms.

17 Announcements and confidentiality

17.1 PPSA Confidentiality Agreement

(a) Each party agrees to keep the PPSA Information in strict confidence and not disclose that information, except in circumstances required by sections 275(7)(b) or (e) PPSA and then only if the party that is required to disclose the information under sections 275(7)(b) or (e) has given all available notice to the other party to allow that party to legally challenge the required disclosure and has taken all available steps (whether required by the other party or not) to maintain such PPSA Information in confidence.

(b) Each party agrees not to authorise the disclosure of any PPSA Information to any third party pursuant to section 275(7)(c) PPSA or request information under section 275(7)(d) PPSA unless the other party to this document explicitly agrees.

17.2 Obligations of confidence

Each party agrees to keep confidential, and not to use or disclose, other than as permitted by this document, any Confidential Information relating to the Clermont Assets or of the other party provided or obtained prior to or after entry into this document.

17.3 Exclusions

Subject to clause 14.4, the obligations of confidence in clause 14.2 do not apply to Confidential Information (to the extent that Confidential Information is not PPSA Information):

(a) that is required to be disclosed by Moonlight in the Prospectus pursuant to Division 4 of Part 6D.2 of the Corporations Act and after having consulted with Diatreme;

(b) that is required to be disclosed by applicable law, or under compulsion of law by a court or Government Agency or by the rules of any relevant stock exchange or regulator, as long as the disclosing party:

(i) discloses the minimum amount of Confidential Information required to satisfy the law or rules;

(ii) before disclosing any information, gives a reasonable amount of notice to the other party and takes all reasonable steps (whether required by the other party or not) to maintain such Confidential Information in confidence;

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

(iii) invites the other party to comment on the disclosure being made; and

(iv) where appropriate, gives due regard to the comments of the other party;

(c) that is in the public domain otherwise than as a result of a breach of this document or any other obligation of confidence; or

(d) that is already known by, or rightfully received, or independently developed, by the recipient of that Confidential Information free of any obligation of confidence.

17.4 Restriction on disclosure

Each party may use and disclose Confidential Information relating to the Sale Shares, Clermont Assets or of the other party only:

(a) with the prior written consent of the other party;

(b) to that party's Related Bodies Corporate, directors, agents, professional advisors, employees, contractors and permitted sub-contractors solely for the exercise of rights or the performance of obligations under this document;

(c) to any third party to whom disclosure is required in order to procure the satisfaction of the Conditions Precedent; or

(d) as is properly and reasonably required for the purpose of review by any advisor, consultant, expert, financier, contractor or subcontractor employed or retained by the party in connection with the Clermont Assets or this document.

17.5 Knowledge of Confidential Information

(a) Each party must take all steps reasonably necessary to ensure that Confidential Information is known only to people (including any employees of that party) who reasonably require that knowledge in the course of their duties or functions.

(b) Despite clause 14.4, each party must, to the extent permitted by law, require any person to whom it intends to disclose Confidential Information (who is not under a statutory professional or contractual duty to keep the information or data confidential) to give a written undertaking to keep Confidential Information confidential in accordance with clause 14.2.

17.6 Injunctive relief

Each party acknowledges that:

(a) the other party may suffer financial and other loss and damage if any unauthorised act occurs in relation to Confidential Information relating to the Clermont Assets or of the other party, and that monetary damages would be an insufficient remedy; and

(b) in addition to any other remedy available at law or in equity, the other party is entitled to injunctive relief to prevent a breach of, and to compel specific performance of clause 14.

17.7 Continuing obligation

Despite anything to the contrary in this document, each party acknowledges and agrees that the provisions of clause 14 continue to apply to each party for a period of two years after Completion.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

17.8 Public announcement

If any party wishes to publish any public statement (including a press release) about or in any way connected with this document or the transactions contemplated by it, then, to the extent permitted by law or the rules of any recognised stock exchange, that party must notify and, where practicable, give a copy of the public statement to the other parties before the issue of the public statement.

18 Leaving Consolidated Group

18.1 Access to tax consolidation records for Buyer after Completion

The Sellers must ensure that the head company of the Consolidated Group keeps for seven years from Completion all original records of the head company that relate to the assets, liabilities or affairs of either Target in the period up to Completion, including any history of an asset, liability or business for, and working papers or explanations of matters arising under, Part 3-90 – Consolidated Groups of the Tax Act, and must for any proper purpose:

(a) give Moonlight reasonable access during normal business hours to, and copies (at Moonlight's cost) of, any of those records that the Sellers or the head company possesses; and

(b) give Moonlight the use of any computer facilities needed to access any of those records that are computerised.

19 GST

19.1 Definitions

Any terms capitalised in clause 15 and not already defined in clause 1.1 have the same meaning given to those terms in the GST Act.

19.2 GST exclusive

The consideration for a Supply made under or in connection with this document does not include GST unless the consideration is explicitly stated to include GST.

19.3 Taxable Supply

If a Supply made under or in connection with this document is a Taxable Supply, then at or before the time any part of the consideration for the Supply is payable:

(a) the Recipient must pay the Supplier an amount equal to the total GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under this document for that Supply; and

(b) the Supplier must give the Recipient a Tax Invoice for the Supply.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

19.4 Adjustment Events

If there is an Adjustment Event in relation to a Supply which results in the amount of GST on a Supply being different from the amount in respect of GST already recovered by the Supplier, as appropriate, the Supplier within 14 days of becoming aware of the Adjustment Event:

(a) may recover from the Recipient the amount by which the amount of GST on the Supply exceeds the amount already recovered by giving seven days' written notice; or

(b) must refund to the Recipient the amount by which the amount already recovered exceeds the amount of GST on the Supply to the extent that the Supplier is entitled to a refund or credit from the Commissioner of Taxation; and

(c) must issue an Adjustment Note or Tax Invoice reflecting the Adjustment Event in relation to the Supply to the Recipient within 28 days of the Adjustment Event.

19.5 Reimbursement or indemnity

If either party has the right under this document to be reimbursed or indemnified by another party for a cost incurred in connection with this document, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).

19.6 Tax Invoices

The right of the Supplier to recover any amount in respect of GST under this document on a Supply is subject to the issuing of the relevant Tax Invoice or Adjustment Note to the Recipient within the time period within which the Recipient is otherwise entitled to the relevant Input Tax Credit except where the Recipient is required to issue the Tax Invoice or Adjustment Note.

19.7 Warranty that Tax Invoice is issued regarding a Taxable Supply

Where a Tax Invoice is given by the Supplier, the Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Australian Taxation Office.

19.8 Progressive or Periodic Supplies

Where a Supply made under or in connection with this document is a Progressive or Periodic Supply, clause 17.3 applies to each component of the Progressive or Periodic Supply as if it were a separate Supply.

20 Dispute resolution by mediation

The parties must endeavour to settle any dispute in connection with this document by mediation. The mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement between the parties, or failing agreement within seven days of receiving any party's notice of dispute, by a person appointed by the Chair of Resolution Institute or the Chair's designated representative. The Mediation Rules apply to the mediation. It is a condition precedent to the right of a party to commence arbitration or litigation, other than for interlocutory relief, that they have first offered to submit the dispute to mediation.

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

21 General

21.1 Amendments

This document may only be amended by written agreement between all parties.

21.2 Assignment

A party may only assign this document or a right under this document with the written consent of each other party.

21.3 Counterparts

This document may be signed in any number of counterparts. All counterparts together make one instrument.

21.4 No merger

The rights and obligations of the parties under this document do not merge on completion of any transaction contemplated by this document.

21.5 Entire agreement

(a) This document supersedes all previous agreements about its subject matter. This document embodies the entire agreement between the parties.

(b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, is withdrawn and has no effect except to the extent expressly set out or incorporated by reference in this document.

(c) Each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into this document.

21.6 Further assurances

Each party must do all things necessary to give effect to this document and the transactions contemplated by it.

21.7 No waiver

(a) The failure of a party to require full or partial performance of a provision of this document does not affect the right of that party to require performance subsequently.

(b) A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.

(c) A right under this document may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

21.8 Governing law and jurisdiction

(a) Queensland law governs this document.

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

21.9 Severability

A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.

If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this document in the relevant jurisdiction, but the rest of this document will not be affected.

21.10 Costs

(a) Each party bears its own costs in relation to the preparation and signing of this document.

(b) Unless otherwise provided in this document, Moonlight must pay all stamp duty and other taxes of a similar nature (including fines, penalties and interest) on this document and on any instrument or other document signed to give effect to this document.

21.11 If a party consists of more than one person

If a party to this document consists of more than one person, or a term is used in this document to refer to more than one party, an obligation of those persons is owed by them separately, together, and in any combination.

21.12 Method of payment

All payments required to be made under this document must be made:

(a) in cash or by bank cheque; or

(b) by crediting the account of the recipient (specified for that purpose) with cleared funds.

21.13 Non-revocation of power of attorney

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

21.14 Time of the essence

Time is of the essence of this agreement.

21.15 Delivery is conditional

Each party intends to be bound by this document only if all other parties have executed this document.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

22 Notice

22.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

(a) in writing in English, signed by or on behalf of the person giving it;

(b) addressed to the person to whom it is to be given; and

(c) given as follows:

(i) delivered by hand to that person's address;

(ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas; or

(iii) sent by email to that person's email address unless the sender receives a computer generated report that the email was not successfully sent, within two hours after the email being sent.

22.2 When is notice given

A notice, consent or communication given under clause 18.1(a) is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand or sent by email	(a) that day, if delivered or sent by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.

22.3 Address for notices

A person's address, fax number and email address are those set out below, or as the person notifies the sender:

Name	Moonlight Resources Limited
Attention	[redacted]
Address	
Email address	
Name	

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

Name	Diatreme Resources Limited, Regional Exploration Management Pty Ltd and Lucky Break Operations Pty Ltd
Attention	[redacted]
Address	
Email address	

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

Schedule 1

Details of the Sale Shares

Target	Registered holder	Class of shares	Number of shares
Chalcophile Resources Pty Ltd ACN 090 712 217	Regional Exploration Management Pty Ltd ACN 093 739 336	Ordinary	15,000
PGE Minerals Pty Limited ACN 642 538 805	Lucky Break Operations Pty Ltd ACN 126 272 580	Ordinary	1,000

Details of ownership of Regional Exploration Management Pty Ltd

Registered holder	Class of shares	Number of shares
Diatreme Resources Limited	Ordinary	2,923,000

Details of ownership of Lucky Break Operations Pty Ltd

Registered holder	Class of shares	Number of shares
Metallica Minerals Pty Ltd	Ordinary	1

Details of ownership of Metallica Minerals Pty Ltd

Registered holder	Class of shares	Number of shares
Diatreme Resources Limited	Ordinary	132,357,710

Target details

Item	Details	
Name	Chalcophile Resources Pty Ltd	PGE Minerals Pty Limited
ACN	090 712 217	642 538 805
Place of registration	Queensland	Queensland
Date of registration	29 November 1999	10 July 2020
Current registered office	Unit 8, 55-61 Holdsworth Street, Coorparoo, Qld 4151	Level 1, 527 Gregory Terrace, Fortitude Valley, Qld 4006
Principal place of business	Unit 8, 55-61 Holdsworth Street, Coorparoo, Qld 4151	Level 1, 527 Gregory Terrace, Fortitude Valley, Qld 4006
Other places of business	N/A	N/A
Issued share capital	15,000	1,000
Other securities on issue		
Current directors	Cheng Wang	Gregory Barry Starr
Current company secretary	Tuan Quy Do	Gregory Barry Starr

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

Schedule 2

Diatreme Warranties (clause 11)

1 The Sale Shares

1.1 **(shares fully paid)** The Sale Shares are fully paid up and have been properly allotted and issued and their issue did not result in any breach by the relevant Target of its constitution or any agreement, applicable law or Authorisation.

1.2 **(all the issued shares)** The Sale Shares comprise all the issued shares in the capital of each Target.

1.3 (**outstanding securities**) The Sale Shares are the only outstanding securities in the Targets.

1.4 **(Seller sole owner)** Each Seller is the sole legal and beneficial owner and registered holder of the relevant Sale Shares as set out in Schedule 1, free from any Encumbrance.

1.5 **(power to sell)** Each Seller has complete and unrestricted power and authority to transfer full legal and beneficial ownership of the Sale Shares to Moonlight on Completion, without the consent of a third person and free of any rights of a person under an arrangement such as option, a right of pre-emption or a right of first refusal.

1.6 **(no options)** Each Seller has not disposed of, agreed to dispose of, or granted any option over, any Sale Share or any interest in any Sale Share.

1.7 **(no pre-emption)** There is no agreement, arrangement or understanding, or issued security, which gives or may give any person a right, such as a pre-emption right or a right of first refusal, in respect of any issue or transfer of any share in or security of a Target.

1.8 **(no Encumbrances)** At Completion, Moonlight will receive absolute ownership of and title to the Sale Shares free from any:

(a) Encumbrance; and

(b) Claim of any person (including a Seller or any person claiming through a Seller).

1.9 **(title documents)** All documents needed to establish the title of a Seller to the Sale Shares are in the possession of, or under the control of, the relevant Seller.

1.10 **(no restrictions)** There is no restriction on transfer of any Sale Share to Moonlight contained in the constitution of a Target or other document.

2 The Diatreme Parties

2.1 **(not insolvent)** No Diatreme Party is subject to an Insolvency Event.

2.2 **(not void)** There is no circumstance that would make this document or any transaction contemplated by it void, voidable, or unenforceable under any applicable law about insolvency.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

2.3 **(no litigation)** No litigation, arbitration, mediation, conciliation or administrative proceeding is taking place, pending, or threatened, the outcome of which could have a material adverse effect on the ability of the Diatreme Parties to perform their obligations under this document.

2.4 **(validity and enforceability)** This document constitutes legal, valid and binding obligations of the Diatreme Parties, enforceable against the Diatreme Parties in accordance with its terms, subject to any necessary stamping or registration.

2.5 **(conflicts)** The execution and the performance of this document by the Diatreme Parties does not and will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:

(i) any provision of its constitution, memorandum or articles of association or other constituent document;

(ii) any material term or provision of any security arrangement (including any Encumbrance), undertaking, agreement or deed to which it is bound; or

(iii) any writ, order or injunction, judgement, or law to which it is a party or is subject or by which it is bound.

2.6 **(no trust)** Each Diatreme Party enters into and performs this document on its own account and not as trustee for or nominee of any other person.

2.7 **(REM ownership)** Diatreme is the sole legal and beneficial holder of all the securities issued in REM.

2.8 **(LBO ownership)** Metallica Minerals Pty Ltd (**Metallica**) is the sole legal and beneficial holder of all the securities issued in LBO.

2.9 **(Metallica ownership)** Diatreme is the sole legal and beneficial holder of all the securities issued in Metallica.

3 The Targets

3.1 **(details)** Each Target is accurately described in Schedule 1.

3.2 **(incorporation)** Each Target is a company limited by shares under the Corporations Act.

3.3 **(legal capacity)** Each Target has full legal capacity and power to own its property and to carry on its business in Australia.

3.4 **(not insolvent)** No Target is affected by an Insolvency Event.

3.5 **(place of business)** Each Target does not:

(a) carry on business in any country other than Australia;

(b) have any branch or permanent establishment (as defined in any relevant international Tax agreement) outside Australia; and

(c) own property or assets in any place other than Australia.

3.6 **(PGE)** PGE owns the PGE Tenement Interest.

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

3.7 **(Chalcophile)** Chalcophile owns the Chalcophile Tenement Interest.

3.8 **(compliance with documents)** Each Target has conducted its business and affairs as required by its constitution and any other applicable documents.

3.9 **(no convertible securities)** No person has any option to subscribe for, or other entitlement to require, now or in the future the issue of any share in or security of a Target.

3.10 **(no pre-emption rights)** There is no agreement, arrangement or understanding, or issued security, which gives or may give any person the right now or in future to require the issue of any share in or security of a Target.

3.11 **(capital issues compliant)** No Target has issued any share capital in contravention of the Corporations Act.

3.12 No Target has:

(a) **(self acquisitions)** acquired shares in itself or units (as defined in the Corporations Act) of shares in itself and no Target controls an entity that holds shares or units (as defined in the Corporations Act) of shares in that company;

(b) **(no security over own shares)** taken security over shares or units (as defined in the Corporations Act) of shares in itself or in a company that controls it;

(c) **(unlawful distributions)** ever made any unlawful distribution or paid a dividend in contravention of any applicable law; and

(d) **(capital reduction)** ever reduced its share capital, bought back any share or redeemed any share.

3.13 **(trading name)** Each Targets trades only under its corporate name.

3.14 No Target:

(a) **(controlled entities)** controls (within the meaning of section 50AA Corporations Act) any person (such as a natural person, body corporate, partnership or trust);

(b) **(securities)** holds or beneficially owns any share or security of any corporation;

(c) **(shareholdings)** holds or is liable on any share or security which is not fully paid up or which carries any liability;

(d) **(trust units)** holds or beneficially owns any units or other equity in any unit trust;

(e) **(partnerships)** is a member of any partnership, joint venture or unincorporated association or consortium; and

(f) **(profit sharing)** is a party to any agreement or arrangement for sharing profits or commissions or income relating to its business.

4 Tenements

4.1 **(good standing)** The Tenements are:

(a) in good standing;

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

(b) validly granted;

(c) not liable to forfeiture, cancellation or variation; and

(d) in full force in compliance with its terms and the Mining Act.

4.2 **(breaches)** There have not been any breaches of the Tenements, and no Diatreme Party nor Target has done or permitted to be done anything which is not capable of being remedied and which could or might cause the Tenement to be cancelled.

4.3 **(no outstanding amounts)** There are no outstanding amounts (including rental, rates or royalties) due in relation to the Tenement.

4.4 **(no native title)** To the best of the Diatreme Parties' knowledge and belief, there is no Claim under the Native Title Act, or any existing or threatened Claim regarding native title or cultural heritage, which affects the Tenement.

4.5 **(authorisations)** Each of the Diatreme Parties has disclosed to Moonlight:

(a) all material Authorisations that are necessary to own or use the Clermont Assets; and

(b) all material conditions and notices attaching or applicable to those Authorisations.

4.6 **(exclusivity)** No other person holds any rights to explore, prospect or mine any part of the Tenement.

4.7 **(payments)** The Diatreme Parties and Targets (as applicable) have paid all rents, fees, charges and levies that are due and payable with respect to the Tenement.

4.8 **(renewal of Tenements)** The Diatreme Parties are not aware of any information that affects or could reasonably be expected to affect the renewal or potential renewal of the Tenements.

4.9 **(receipt of information)** No Diatreme Party or Target has received any written notice or information regarding, nor are the Diatreme Parties aware of any circumstance that would result in, cancellation of, or may materially impair, prevent or otherwise interfere with the use of, the Tenement, Authorisations or any license, approval or permit related to the Tenement.

5 Mining Information

5.1 **(no IP infringement)** To the best of the Diatreme Parties' knowledge and belief, the Mining Information and the transfer of the Mining Information to Moonlight do not infringe the intellectual property rights of any person.

5.2 **(no expiry)** No Diatreme Party or Target has received written notice regarding loss or expiration of any Mining Information and to the best of the Diatreme Parties' knowledge and belief, no loss or expiration of any Mining Information is threatened, pending, or reasonably foreseeable.

6 Information

6.1 **(information disclosed)** The Diatreme Parties have not included any information in the Disclosure Materials that is misleading in any material respect, the Disclosure Materials were provided in good faith and, so far as the Diatreme Parties are aware, no information has been

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

omitted from the Disclosure Materials to make the Disclosure Materials materially false or misleading.

6.2 **(no withholding of information)** The Diatreme Parties have not knowingly withheld or denied access to material information in relation to the Targets or the Clermont Assets known to the Diatreme Parties, because the Diatreme Parties believe that the provision of the information would affect Moonlight's willingness to proceed with the transactions contemplated in this document.

6.3 The Diatreme Parties have not omitted anything from the Disclosure Materials that would reasonably be expected to materially affect the decision of a prospective purchaser to enter into this document, or the price at which, or the terms on which, a prospective purchaser might be willing to purchase the Clermont Assets.

7 Contracts

7.1 The Diatreme Parties have disclosed to Moonlight all documents and terms relating to each contract, agreement, arrangement or understanding material to the Clermont Assets and the operations there undertaken, including the Compensation Agreements.

7.2 Each Compensation Agreement is valid, binding and enforceable.

7.3 With respect to each Compensation Agreement:

(a) no Diatreme Party or Target is in default or breach;

(b) so far as the Diatreme Parties are aware, no counterparty to the contract is in default or breach, or would be in default or breach but for the requirements of notice or lapse of time or both;

(c) there are no grounds for rescission, avoidance or repudiation of that contract; and

(d) no party has given written notice to terminate it or has sought to repudiate or disclaim it or, as far as the Diatreme Parties are aware, intends to do so.

7.4 So far as the Diatreme Parties are aware, there are no facts or circumstances which are likely to give rise to any of the above.

8 Native title and Aboriginal Cultural Heritage

8.1 So far as the Diatreme Parties are aware, there is no invalidity (or subsisting claim of invalidity) of the grant of the Tenements arising in connection with any laws relating to native title or Aboriginal Cultural Heritage, including any application or claim under any native title law.

8.2 No Diatreme Party or Target has not received any written notice of default or breach of any counterparty in relation to any alleged non-compliance with any of its relevant obligations under any agreement relating to native title or Aboriginal Cultural Heritage.

8.3 No Diatreme Party or Target has entered into any agreement, arrangement or understanding relating to native title or Aboriginal Cultural Heritage in respect of the Tenements.

8.4 The Diatreme Parties are not aware of any Aboriginal Cultural Heritage that will materially impact the Clermont Assets or any development of or on them.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

8.5 The Diatreme Parties are not aware of any breach of the *Aboriginal Cultural Heritage Act 2003* (Qld) by any Diatreme Party or Target that has or would materially impact the Clermont Assets or any development of or on them.

9 Environment

9.1 Each Diatreme Party and Target (as applicable) is, in respect of the Clermont Assets, in material compliance with all Environmental Laws including relating to pollution, contamination and/or environmental harm and the prevention thereof.

9.2 No Diatreme Party or Target has received any written notice of any civil, criminal or administrative action, or other proceeding or suit, under any Environmental Law applicable to the Clermont Assets which is current, pending or threatened.

9.3 The Diatreme Parties are not aware of any incident occurring in the course of operating the Clermont Assets involving material pollution, contamination or environmental harm other than as authorised or allowed by or in accordance with Authorisations held by a Diatreme Party or Target.

9.4 The Diatreme Parties have provided Moonlight with all material written reports, audits, assessments, reviews, or investigations prepared or undertaken within 24 months preceding the date of this document, in relation to the nature and extent of any environmental Liabilities in respect of the Clermont Assets.

10 Taxes

10.1 All Taxes of any kind which a Target has been liable to pay have been paid.

10.2 No Target has any liabilities in respect of unpaid or unassessed Taxes.

10.3 Each Target has deducted or withheld and paid to the relevant Government Agency administering a Tax every amount any Tax law requires it to deduct or withhold and pay.

10.4 Since the day five years before Completion, no Target has:

(a) suffered any investigation, audit, visit or written request for the production of information by any Government Agency administering any Tax;

(b) been notified of or is aware of any proposal for such an investigation, audit, visit or request; and

(c) any reason to suspect that such an investigation, audit, visit or request may occur other than in the ordinary course.

10.5 Each Target has complied with all its obligations under any applicable law about Tax.

10.6 Each Target has lodged every Tax return it is required to lodge.

10.7 Every Tax return made by a Target:

(a) has been made with true and full disclosure of all relevant matters;

(b) has included all information required by applicable law;

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

(c) has disclosed all assessable income derived by it in each year of income in the income Tax returns it has filed; and

(d) claimed only allowable deductions in the relevant year of income.

10.8 The Targets have created and maintained adequate and correct records to enable them to comply with their obligations to:

(a) prepare and submit any information, notices, computations, returns and payments required in respect of any law about Tax;

(b) prepare any accounts necessary for the compliance of any law about Tax; and

(c) retain necessary records as required by any law about Tax.

10.9 No Target has ever been a member of a consolidated group within the meaning of section 703-5 of the Tax Act or a multiple entry consolidated group within the meaning of section 719-5 of the Tax Act other than the Consolidated Group.

10.10 The Consolidated Group is a consolidated group within the meaning of section 703-15 of the Tax Act.

10.11 Diatreme is the head company, within the meaning of section 703-15(2) of the Tax Act, of the Consolidated Group.

10.12 Each Target is a subsidiary member, within the meaning of section 703-15(2) of the Tax Act, of the Consolidated Group.

10.13 At Completion, neither Target is actually or contingently liable to pay any amount in connection with a group liability of the Consolidated Group.

10.14 No Target is a member of a GST group or has ever been a member of a GST group.

10.15 Except for this document (and any document or transaction contemplated by this document), all Taxes payable in respect of every document or transaction to which any Target is or has been a party or by which any Target may derive a substantial benefit, have been duly paid.

10.16 No Target, within the last three years up to the date of this agreement, obtained corporate reconstruction relief or similar relief from payment of stamp duty in any jurisdiction.

10.17 There is no fact or circumstance involving any Target or its affairs which is likely to result in a Claim by or a dispute with any Government Agency administering a Tax.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

Schedule 3

Moonlight Warranties (clause 12)

1 Securities

1.1 **(authority)** Moonlight has all necessary power and authority to issue the Consideration Shares.

1.2 **(Consideration Shares)** On issue, the Consideration Shares:

(a) will be fully paid and validly issued;

(b) will rank equally in all respects with the existing Moonlight Shares on issue and Moonlight Shares issued under the Prospectus;

(c) will have the rights set out in the constitution for Moonlight; and

(d) will be free from all Encumbrances unrelated to Diatreme.

2 Moonlight

2.1 **(not insolvent)** Moonlight is not subject to an Insolvency Event.

2.2 **(not void)** There is no circumstance that would make this document or any transaction contemplated by it void, voidable, or unenforceable under any applicable law about insolvency.

2.3 **(no litigation)** No litigation, arbitration, mediation, conciliation or administrative proceeding is taking place, pending, or threatened, the outcome of which could have a material adverse effect on the ability of Moonlight to perform their obligations under this document.

2.4 **(conflicting agreements)** Moonlight has not entered into any contract, agreement, arrangement or understanding under which there are rights or obligations inconsistent with this document.

3 Moonlight Tenements

3.1 **(list)** As at the date of this document the Moonlight Tenements are the only mining and exploration tenements held or applied for by Moonlight.

3.2 **(good standing)** The Moonlight Tenements are:

(a) if granted, in good standing;

(b) validly granted or pending with respect to the Drysdale Uranium Tenements;

(c) if granted, not liable to forfeiture, cancellation or variation; and

(d) if granted, in full force in compliance with its terms and the Mining Act.

3.3 **(breaches)** Regarding the Moonlight Tenements that have been granted, there have not been any material breaches of the Moonlight Tenements to the best of Moonlight's knowledge and

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

belief, and Moonlight has not done or permitted to be done anything which is not capable of being remedied and which could or might cause the Moonlight Tenements to be cancelled.

3.4 **(no outstanding amounts)** There are no outstanding amounts (including rental, rates or royalties) due in relation to the Moonlight Tenements.

3.5 **(no native title)** To the best of Moonlight's knowledge and belief, there is no Claim under the Native Title Act, or any existing or threatened Claim regarding native title or cultural heritage, which affects the Moonlight Tenements, except for the Drysdale Uranium Tenements.

4 Moonlight Mining Information

4.1 **(no IP infringement)** To the best of Moonlight's knowledge and belief, the Moonlight Mining Information does not infringe the intellectual property rights of any person.

4.2 **(no expiry)** Moonlight has not received written notice regarding loss or expiration of any Moonlight Mining Information and to the best of Moonlight's knowledge and belief, no loss or expiration of any Moonlight Mining Information is threatened, pending, or reasonably foreseeable.

5 Native title and Aboriginal Cultural Heritage

5.1 So far as Moonlight is aware, there is no invalidity (or subsisting claim of invalidity) of the grant of the Moonlight Tenements arising in connection with any laws relating to native title or Aboriginal Cultural Heritage, including any application or claim under any native title law.

5.2 Moonlight has not received any written notice of default or breach of any counterparty in relation to any alleged non-compliance with any of its relevant obligations under any agreement relating to native title or Aboriginal Cultural Heritage.

5.3 Moonlight has not entered into any agreement, arrangement or understanding relating to native title or Aboriginal Cultural Heritage.

5.4 Moonlight is not aware of any Aboriginal Cultural Heritage that will materially impact the granted Moonlight Tenements or any development of or on them.

5.5 Moonlight is not aware of any breach of the *National Parks and Wildlife Act 1974* (NSW), the *Heritage Act 1977* (NSW), the *Northern Territory Aboriginal Sacred Sites Act 1989* (NT) or the *Heritage Act 2011* (NT) that would materially impact the Moonlight Tenements or any development of or on them.

6 Environment

6.1 Moonlight is in material compliance with all Environmental Laws including relating to pollution, contamination and/or environmental harm and the prevention thereof.

6.2 Moonlight has not received any written notice of any civil, criminal or administrative action, or other proceeding or suit, under any Environmental Law applicable to it which is current, pending or threatened.

6.3 Moonlight is not aware of any incident occurring in the course of operating its business involving material pollution, contamination or environmental harm other than as authorised or allowed by or in accordance with Authorisations held by Moonlight.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

6.4 Moonlight has provided the Diatreme Parties with all material written reports, audits, assessments, reviews, or investigations prepared or undertaken within 24 months preceding the date of this document, in relation to the nature and extent of any environmental Liabilities in respect of it.

7 Information

(information disclosed) Moonlight has not included any information in the materials given to the Due Diligence Committee in connection with the due diligence process undertaken under clause 4.1(a) (**DDC Materials**) that it is aware is misleading in any material respect and so far as Moonlight is aware, no information has been omitted from the DDC Materials that would be material for the purposes of disclosure under the Prospectus or would make a disclosure in the Prospectus materially false or misleading.

7.1 **(no withholding of information)** Moonlight has not knowingly withheld or denied access to material information in connection with the due diligence process undertaken under clause 4.1(a) in relation to the Moonlight Business known to Moonlight, because Moonlight believes that the provision of the information would affect the Diatreme Parties' willingness to proceed with the transactions contemplated in this document.

7.2 Moonlight has not omitted anything from the DDC Materials that would reasonably be expected to materially affect the disclosures in the Prospectus and decision of a prospective subscriber for shares in Moonlight to enter into this document, or the price at which, or the terms on which, a prospective subscriber might be willing to subscribe for shares.

8 Taxes

8.1 All Taxes of any kind which a member of the Moonlight Group has been liable to pay have been paid.

8.2 No member of the Moonlight Group has any liabilities in respect of unpaid or unassessed Taxes.

8.3 Each member of the Moonlight Group has deducted or withheld and paid to the relevant Government Agency administering a Tax every amount any Tax law requires it to deduct or withhold and pay.

8.4 Since the day five years before Completion, no member of the Moonlight Group has:

(a) suffered any investigation, audit, visit or written request for the production of information by any Government Agency administering any Tax;

(b) been notified of or is aware of any proposal for such an investigation, audit, visit or request; and

(c) has any reason to suspect that such an investigation, audit, visit or request may occur other than in the ordinary course.

8.5 Each member of the Moonlight Group has complied with all its obligations under any applicable law about Tax.

8.6 Each member of the Moonlight Group has lodged every Tax return it is required to lodge.

8.7 Every Tax return made by a member of the Moonlight Group:

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

(a) has been made with true and full disclosure of all relevant matters;

(b) has included all information required by applicable law;

(c) has disclosed all assessable income derived by it in each year of income in the income Tax returns it has filed; and

(d) claimed only allowable deductions in the relevant year of income.

8.8 Each member of the Moonlight Group has created and maintained adequate and correct records to enable it to comply with its obligations to:

(a) prepare and submit any information, notices, computations, returns and payments required in respect of any law about Tax;

(b) prepare any accounts necessary for the compliance of any law about Tax; and

(c) retain necessary records as required by any law about Tax.

8.9 No member of the Moonlight Group has ever been a member of a consolidated group within the meaning of section 703-5 or multiple entry consolidated group within the meaning of section 719-5 of the Tax Act.

8.10 No member of the Moonlight Group is a member of a GST group or has ever been a member of a GST group.

8.11 Except for this document (and any document or transaction contemplated by this document), all Taxes payable in respect of every document or transaction to which any member of the Moonlight Group is or has been a party or by which any member of the Moonlight Group may derive a substantial benefit, have been duly paid.

8.12 No event has occurred as a result of which any stamp duty from which any member of the Moonlight Group may have obtained relief has become payable.

8.13 There is no fact or circumstance involving any member of the Moonlight Group or its affairs which is likely to result in a Claim by or a dispute with any Government Agency administering a Tax.

For personal use only

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

McCullough Robertson

Schedule 4

Moonlight Tenements (clause 1.1)

Fox Hill REE Tenements

Title type	Title number	Holder applicant	Percentage holding	Status (Application or Granted)	Grant / Application Date	Period	Area in Blocks	Registered Dealings or Encumbrances
EL	9554	Double Eagle Resources Pty Ltd	100%	Granted	19/04/2023	3 years	7 Blocks	Nil
EL	9563	Double Eagle Resources Pty Ltd	100%	Granted	03/05/2023	3 years	9 Blocks	Nil

Drysdale Uranium Tenements

Title type	Title number	Holder applicant	Percentage holding	Status (Application or Granted)	Grant / Application Date	Period	Area in Blocks	Registered Dealings or Encumbrances
E	80/6070	Company	100%	Application	08/07/2024	5 years if granted	160	Nil
E	80/6071	Company	100%	Application	08/07/2024	5 years if granted	150	Nil

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

MacDonnell Ranges Tenements

Title type	Title number	Holder applicant	Percentage holding	Status (Application or Granted)	Grant / Application Date	Period	Area in Blocks	Registered Dealings or Encumbrances
EL	33987	Moonlight Resources Ltd	100%	Granted	06/08/2025	6 years	98 Blocks	Nil
EL	33986	Moonlight Resources Ltd	100%	Granted	06/08/2025	6 years	51 Blocks	Nil
EL	33985	Moonlight Resources Ltd	100%	Granted	29/07/2025	6 years	102 Blocks	Nil
EL	33984	Moonlight Resources Ltd	100%	Granted	06/08/2025	6 years	116 Blocks	Nil
EL	33058	GS Metals Pty Ltd	100%	Granted	18/08/2022	6 years	250 Blocks	Nil
EL	33057	GS Metals Pty Ltd	100%	Granted	18/08/2022	6 years	50 Blocks	Nil
EL	33019	GS Metals Pty Ltd	100%	Granted	18/08/2022	6 years	82 Blocks	Nil
EL	33018	GS Metals Pty Ltd	100%	Granted	18/08/2022	6 years	204 Blocks	Nil

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

Moonlight Tenement

Title type	Title number	Holder applicant	Percentage holding	Status (Application or Granted)	Grant / Application Date	Period	Area in Blocks	Registered Dealings or Encumbrances
EL	31214	Moonlight Resources Ltd	100%	Granted	16/01/2025	2 years	34 Blocks	Nil

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

For personal use only

Execution

Signed sealed and delivered by
Moonlight Resources Limited ACN 678 095 273 by:

[redacted]

Signed sealed and delivered by
Diatreme Resources Limited ACN 061 267 061 by:

[redacted]

Signed sealed and delivered by
Regional Exploration Management Pty Ltd ACN 093
739 336 by:

[redacted]

Docusign Envelope ID: C262FC56-EEED-41D8-8662-D5C54D569B17

Signed sealed and delivered by
Lucky Break Operations Pty Ltd ACN 126 272 580
by:

[redacted]

For personal use only