
SOLIS MINERALS LTD
ACN 653 083 026
NOTICE OF ANNUAL GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 11:00 am (AWST)
DATE: Thursday, 28 May 2026
PLACE: Unit 3, 32 Harrogate Street,
West Leederville, Western Australia 6007

The business of the Meeting affects your shareholding and your vote is important.

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

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 5:00pm (AWST) on 26 May 2026.

BUSINESS OF THE MEETING

FINANCIAL STATEMENTS AND REPORTS

To receive and consider the annual financial report of the Company for the financial year ended 31 December 2025 together with the declaration of the Directors, the Directors' report, the Remuneration Report and the auditor's report.

1. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

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

“That, for the purposes of section 250R(2) of the Corporations Act and for all other purposes, approval is given for the adoption of the Remuneration Report as contained in the Company's annual financial report for the financial year ended 31 December 2025.”

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

2. RESOLUTION 2 – ELECTION OF ANTHONY GREENAWAY

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

“That, for the purpose of clause 7.2(a) of the Constitution, Listing Rule 14.4 and for all other purposes, Anthony Greenaway, a Director who was appointed as an additional Director on 10 December 2025, retires, and being eligible, is elected as a Director.”

3. RESOLUTION 3 – RE-ELECTION OF KEVIN WILSON

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

“That, for the purpose of clause 7.2(d) of the Constitution and for all other purposes, Kevin Wilson, a Director, retires by rotation, and being eligible, is re-elected as a Director.”

4. RESOLUTION 4 – APPROVAL OF 7.1A MANDATE

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

“That, for the purposes of Listing Rule 7.1A and for all other purposes, approval is given for the Company to issue up to that number of Equity Securities equal to 10% of the issued capital of the Company at the time of issue, calculated in accordance with the formula prescribed in Listing Rule 7.1A.2 and otherwise on the terms and conditions set out in the Explanatory Statement.”

5. RESOLUTION 5 – AMENDMENT TO CONSTITUTION

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

“That, for the purposes of section 136(2) of the Corporations Act and for all other purposes, approval is given for the Company to amend its Constitution to include a new clause 2.10 setting the issue cap for issues of Securities under the Employee Incentive Securities Plan to 15% of the issued capital of the Company for the purposes of section 1100V(2) of the Corporations Act.”

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6. RESOLUTION 6 – APPROVAL TO ISSUE SECURITIES UNDER AN EMPLOYEE INCENTIVE SECURITIES PLAN

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

“That, for the purposes of Listing Rule 7.2 (Exception 13(b)) and for all other purposes, approval is given for the Company to issue up to a maximum of 39,360,000 Securities under the employee incentive scheme titled ‘Employee Incentive Securities Plan’, on the terms and conditions set out in the Explanatory Statement.”

7. RESOLUTION 7 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO ANTHONY GREENAWAY

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

“That, for the purposes of Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue up to 1,600,000 Performance Rights to Anthony Greenaway (or his nominee(s)) on the terms and conditions set out in the Explanatory Statement.”

8. RESOLUTION 8 – RATIFICATION OF PRIOR ISSUE OF BROKER OPTIONS

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

“That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 4,375,000 Options to CPS Capital Group Pty Ltd (and/or its nominees), on the terms and conditions set out in the Explanatory Statement.”

9. RESOLUTION 9 – APPROVAL TO ISSUE CONSIDERATION SHARES

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

“That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue Consideration Shares to the Vendors (and/or their respective nominees) on the terms and conditions set out in the Explanatory Statement.”

10. RESOLUTION 10 – APPOINTMENT OF AUDITOR

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

“That, for the purposes of section 327B(1)(a) of the Corporations Act and for all other purposes, HLB Mann Judd, having been nominated by a Shareholder and having given its consent in writing to act as auditor, be appointed as the auditor of the Company to hold office from the conclusion of this Meeting until it resigns or is removed from the office of auditor of the Company.”

Dated: 23 April 2026

Voting Prohibition Statements

<p>Resolution 1 – Adoption of Remuneration Report</p>	<p>In accordance with sections 250BD(2) and 250R, a vote on this Resolution must not be cast:</p> <ul style="list-style-type: none"> (a) by or on behalf of a member of the Key Management Personnel, details of whose remuneration are included in the Remuneration Report or a Closely Related Party of such a member, regardless of the capacity in which the vote is cast; or (b) as a proxy by a member of the Key Management Personnel at the date of the Meeting, or their Closely Related Parties. <p>However, a person (the voter) described above may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a person described above and either:</p> <ul style="list-style-type: none"> (a) the voter is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or (b) the voter is the Chair and the appointment of the Chair as proxy: <ul style="list-style-type: none"> (i) does not specify the way the proxy is to vote on this Resolution; and (ii) expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.
<p>Resolution 6 – Approval to issue Securities under an Employee Incentive Securities Plan</p>	<p>A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:</p> <ul style="list-style-type: none"> (a) the proxy is either: <ul style="list-style-type: none"> (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (b) the appointment does not specify the way the proxy is to vote on this Resolution. <p>However, the above prohibition does not apply if:</p> <ul style="list-style-type: none"> (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
<p>Resolution 7 – Approval to issue Performance Rights to Anthony Greenaway</p>	<p>A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:</p> <ul style="list-style-type: none"> (a) the proxy is either: <ul style="list-style-type: none"> (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (b) the appointment does not specify the way the proxy is to vote on this Resolution. <p>However, the above prohibition does not apply if:</p> <ul style="list-style-type: none"> (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

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Voting Exclusion Statements

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

Resolution 6 – Approval to issue Securities under an Employee Incentive Securities Plan	A person who is eligible to participate in the employee incentive scheme or an associate of that person or those persons.
Resolution 7 – Approval to issue Performance Rights to Anthony Greenaway	Anthony Greenaway (or his nominee(s)) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person or those persons.
Resolution 8 – Ratification of prior issue of Broker Options	CPS Capital Group Pty Ltd (and/or its nominees) or any other person who participated in the issue or an associate of that person or those persons.
Resolution 9– Approval to issue Consideration Shares	The Vendors (and/or their respective nominees) or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person or those persons.

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

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

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Voting by proxy

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form.

In accordance with section 249L of the Corporations Act, Shareholders are advised that:

- each Shareholder has a right to appoint a proxy;
- the proxy need not be a Shareholder of the Company; and
- a Shareholder who is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the Shareholder appoints two proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Shareholders and their proxies should be aware that:

- if proxy holders vote, they must cast all directed proxies as directed; and
- any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

Voting in person

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

You may still attend the Meeting and vote in person even if you have appointed a proxy. If you have previously submitted a Proxy Form, your attendance will not revoke your proxy appointment unless you actually vote at the Meeting for which the proxy is proposed to be used, in which case, the proxy's appointment is deemed to be revoked with respect to voting on that Resolution.

Please bring your personalised Proxy Form with you as it will help you to register your attendance at the Meeting. If you do not bring your Proxy Form with you, you can still attend the Meeting but representatives from the Company's share registry will need to verify your identity. Please arrive 20 minutes prior to the start of the Meeting to facilitate this registration process.

Should you wish to discuss the matters in this Notice please do not hesitate to contact the Company Secretary on +61 8 6617 4795.

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EXPLANATORY STATEMENT

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions.

1. FINANCIAL STATEMENTS AND REPORTS

In accordance with the Corporations Act, the business of the Meeting will include receipt and consideration of the annual financial report of the Company for the financial year ended 31 December 2025 together with the declaration of the Directors, the Directors' report, the Remuneration Report and the auditor's report.

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

2. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

2.1 General

The Corporations Act requires that at a listed company's annual general meeting, a Resolution that the remuneration report to be adopted must be put to the shareholders. However, such a Resolution is advisory only and does not bind the company or the directors of the company.

The remuneration report sets out the company's remuneration arrangements for the directors and senior management of the company. The remuneration report is part of the directors' report contained in the annual financial report of the company for a financial year.

The chair of the meeting must allow a reasonable opportunity for its shareholders to ask questions about or make comments on the remuneration report at the annual general meeting.

2.2 Voting consequences

A company is required to put to its shareholders a Resolution proposing the calling of another meeting of shareholders to consider the appointment of directors of the company (**Spill Resolution**) if, at consecutive annual general meetings, at least 25% of the votes cast on a remuneration report Resolution are voted against adoption of the remuneration report and at the first of those annual general meetings a Spill Resolution was not put to vote. If required, the Spill Resolution must be put to vote at the second of those annual general meetings.

If more than 50% of votes cast are in favour of the Spill Resolution, the company must convene a shareholder meeting (**Spill Meeting**) within 90 days of the second annual general meeting.

All of the directors of the company who were in office when the directors' report (as included in the company's annual financial report for the most recent financial year) was approved, other than the managing director of the company, will cease to hold office immediately before the end of the Spill Meeting but may stand for re-election at the Spill Meeting.

Following the Spill Meeting those persons whose election or re-election as directors of the company is approved will be the directors of the company.

2.3 Previous voting results

As this is the Company's first annual general meeting since being registered as an Australian public company in December 2025 following the continuance approved at the Company's annual general meeting held on 16 September 2025, the remuneration report of the Company has not been considered before. Accordingly, a Spill Resolution will not be relevant for this Meeting.

3. RESOLUTION 2 – ELECTION OF ANTHONY GREENAWAY

3.1 General

The Constitution allows the Directors to appoint at any time a person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but only where the total number of Directors does not at any time exceed the maximum number as determined in accordance with the Constitution.

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

Anthony Greenaway, having been appointed by other Directors on 10 December 2025 in accordance with the Constitution, will retire in accordance with the Constitution and Listing Rule 14.4 and being eligible, seeks election from Shareholders.

Further information in relation to Anthony Greenaway is set out below.

Qualifications, experience and other material directorships	<p>Mr Greenaway is a geologist with more than three decades of international mining and exploration experience across Latin America (Chile, Brazil, and Mexico), Australia, Asia, and Africa. He has extensive expertise spanning the exploration, development, and production of Lithium, copper, gold, PGE and iron ore projects, including most recently the development of the world-class Salinas lithium deposit in Brazil for Latin Resources (ASX:LRS) from discovery through to the sale of Latin Resources for A\$0.6 billion.</p> <p>Mr Greenaway holds a Bachelor of Science (Geology) from Curtin University. He is a member of the Australasian Institute of Mining and Metallurgy (AUSIMM) and the Australian Institute of Company Directors (AICD).</p> <p>He is currently the Managing Director of Core Energy Minerals (ASX:CR3)</p>
Term of office	Mr Greenaway has served as a Director since 10 December 2025.
Independence	If re-elected, the Board considers that Mr Greenaway will be an independent Director.
Other material information	The Company conducts appropriate checks on the background and experience of candidates before their appointment to the Board. These include checks as to a person's experience, educational qualifications, character, criminal record and bankruptcy history. The Company undertook such checks prior to the appointment of Mr Greenaway.
Board recommendation	Having received an acknowledgement from Mr Greenaway that he will have sufficient time to fulfil his responsibilities as a Director and having reviewed the performance of Mr Greenaway since his appointment to the Board and the skills, knowledge, experience and capabilities required by the Board, the Directors (other than Mr Greenaway) recommend that Shareholders vote in favour of this Resolution.

3.2 Technical information required by Listing Rule 14.1A

If this Resolution is passed, Mr Greenaway will be elected to the Board as a non-executive Director.

If this Resolution is not passed, Mr Greenaway will not continue in his role as a non-executive Director. The Company may seek nominations or otherwise identify suitably qualified candidates to join the Company. As an additional consequence, this may detract from the Board and the Company's ability to execute on its strategic vision.

4. RESOLUTION 3 – RE-ELECTION OF KEVIN WILSON

4.1 General

The Constitution sets out the requirements for determining which Directors are to retire by rotation at an annual general meeting.

Kevin Wilson, who has held office without re-election since 16 September 2025, and being eligible retires by rotation and seeks re-election.

Further information in relation to Kevin Wilson is set out below.

Qualifications, experience and other material directorships	<p>Mr Wilson has over 30 years' experience in the minerals and finance industries. He was the Managing Director of Leviathan Resources Limited, a Victorian gold mining company, from its initial public offering in 2005 through to its sale in 2006. His previous experience includes 8 years as a geologist with the Anglo American Group in Africa and North America and 14 years as a stockbroking analyst and investment banker with CS First Boston and Merrill Lynch in Australia and the USA.</p> <p>Mr Wilson was appointed to the Board with effect from 10 November 2021. Mr Wilson's other directorships include Los Cerros Ltd (ASX: LCL) (Non-executive director from November 2019 to present).</p>
Term of office	<p>Mr Wilson has served as a Director since 10 November 2021 and was last re-elected on 16 September 2025.</p>
Independence	<p>If re-elected, the Board considers that Mr Wilson will be an independent Director.</p>
Board recommendation	<p>Having received an acknowledgement from Mr Wilson that he will have sufficient time to fulfil his responsibilities as a Director and having reviewed the performance of Mr Wilson since his appointment to the Board and the skills, knowledge, experience and capabilities required by the Board, the Directors (other than Mr Wilson) recommend that Shareholders vote in favour of this Resolution.</p>

4.2 Technical information required by Listing Rule 14.1A

If this Resolution is passed, Mr Wilson will be re-elected to the Board as a non-executive Director.

If this Resolution is not passed, Mr Wilson will not continue in his role as a non-executive Director. The Company may seek nominations or otherwise identify suitably qualified candidates to join the Company. As an additional consequence, this may detract from the Board and the Company's ability to execute on its strategic vision.

5. RESOLUTION 4 – APPROVAL OF 7.1A MANDATE

5.1 General

This Resolution seeks Shareholder approval by way of special Resolution for the Company to have the additional 10% placement capacity provided for in Listing Rule 7.1A to issue Equity Securities without Shareholder approval.

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

Under Listing Rule 7.1A, an Eligible Entity may seek shareholder approval by way of a special Resolution passed at its annual general meeting to increase this 15% limit by an extra 10% to 25% (**7.1A Mandate**). An Eligible Entity means an entity which is not included in the S&P/ASX 300 Index and has a market capitalisation of \$300,000,000 or less. As of the

date of this Notice, the Company's market capitalisation is approximately \$10 million. The Company is therefore an Eligible Entity.

5.2 Technical information required by Listing Rule 14.1A

For this Resolution to be passed, at least 75% of votes cast by Shareholders present and eligible to vote at the Meeting must be cast in favour of the Resolution.

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

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

5.3 Technical information required by Listing Rule 7.3A

REQUIRED INFORMATION	DETAILS
Period for which the 7.1A Mandate is valid	<p>The 7.1A Mandate will commence on the date of the Meeting and expire on the first to occur of the following:</p> <ul style="list-style-type: none"> (a) the date that is 12 months after the date of this Meeting; (b) the time and date of the Company's next annual general meeting; and (c) the time and date of approval by Shareholders of any transaction under Listing Rule 11.1.2 (a significant change in the nature or scale of activities) or Listing Rule 11.2 (disposal of the main undertaking).
Minimum price	<p>Any Equity Securities issued under the 7.1A Mandate must be in an existing quoted class of Equity Securities and be issued for cash consideration at a minimum price of 75% of the volume weighted average price of Equity Securities in that class, calculated over the 15 trading days on which trades in that class were recorded immediately before:</p> <ul style="list-style-type: none"> (a) the date on which the price at which the Equity Securities are to be issued is agreed by the entity and the recipient of the Equity Securities; or (b) if the Equity Securities are not issued within 10 trading days of the date in paragraph (a) above, the date on which the Equity Securities are issued.
Use of funds	<p>The Company intends to use funds raised from issues of Equity Securities under the 7.1A Mandate for the purpose set out for Shareholders at the time of such an issue. However, in general terms, the Company could issue Equity Securities under the additional placement capacity to raise cash to fund the Company's forward exploration and development work programs, for general working capital expenses, or acquiring new assets (including any expenses associated with such an acquisition). Further, the Company intends to advance exploration work-programs at its Peruvian copper projects and take up business opportunities if appropriate.</p>
Risk of economic and voting dilution	<p>Any issue of Equity Securities under the 7.1A Mandate will dilute the interests of Shareholders who do not receive any Shares under the issue.</p> <p>If this Resolution is approved by Shareholders and the Company issues the maximum number of Equity Securities available under the 7.1A Mandate, the economic and</p>

REQUIRED INFORMATION		DETAILS			
		<p>voting dilution of existing Shares would be as shown in the table below.</p> <p>The table below shows the dilution of existing Shareholders calculated in accordance with the formula outlined in Listing Rule 7.1A.2, on the basis of the closing market price of Shares and the number of Equity Securities on issue as at 7 April 2026.</p> <p>The table also shows the voting dilution impact where the number of Shares on issue (Variable A in the formula) changes and the economic dilution where there are changes in the issue price of Shares issued under the 7.1A Mandate.</p>			
		DILUTION			
		Number of Shares on Issue (Variable A in Listing Rule 7.1A.2)	Shares issued – 10% voting dilution	Issue Price	
				\$0.017	\$0.034
				50% decrease	Issue Price
					50% increase
				Funds Raised	
Current	262,401,655	26,240,165	\$446,082	\$892,165	\$1,338,248
50% increase	393,602,483	39,360,248	\$669,124	\$1,338,248	\$2,007,372
100% increase	524,803,310	52,480,331	\$892,165	\$1,784,331	\$2,676,496
		<p>*The number of Shares on issue (Variable A in the formula) could increase as a result of the issue of Shares that do not require Shareholder approval (such as under a pro-rata rights issue or scrip issued under a takeover offer) or that are issued with Shareholder approval under Listing Rule 7.1.</p> <p>The table above uses the following assumptions:</p> <ol style="list-style-type: none"> There are currently 262,401,655 Shares on issue as at the date of this Notice. This does not include the effect of any Shares proposed to be issued as contemplated by this Notice. The issue price set out above is the closing market price of the Shares on the ASX on 7 April 2026 (being \$0.034) (Issue Price). The Issue Price at a 50% increase and 50% decrease are each rounded to three decimal places prior to the calculation of the funds raised. The Company issues the maximum possible number of Equity Securities under the 7.1A Mandate. The Company has not issued any Equity Securities in the 12 months prior to the Meeting that were not issued under an exception in Listing Rule 7.2 or with approval under Listing Rule 7.1. The issue of Equity Securities under the 7.1A Mandate consists only of Shares. It is assumed that no Options are exercised into Shares before the date of issue of the Equity Securities. If the issue of Equity Securities includes quoted Options, it is assumed that those quoted Options are exercised into Shares for the purpose of calculating the voting dilution effect on existing Shareholders. The calculations above do not show the dilution that any one particular Shareholder will be subject to. All Shareholders should consider the dilution caused to their own shareholding depending on their specific circumstances. This table does not set out any dilution pursuant to approvals under Listing Rule 7.1 unless otherwise disclosed. The 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%. The table does not show an example of dilution that may be caused to a particular Shareholder by reason of placements 			

REQUIRED INFORMATION	DETAILS
	<p>under the 7.1A Mandate, based on that Shareholder's holding at the date of the Meeting.</p> <p>Shareholders should note that there is a risk that:</p> <p>(a) the market price for the Company's Shares may be significantly lower on the issue date than on the date of the Meeting; and</p> <p>(b) the Shares may be issued at a price that is at a discount to the market price for those Shares on the date of issue.</p>
<p>Allocation policy under 7.1A Mandate</p>	<p>The recipients of the Equity Securities to be issued under the 7.1A Mandate have not yet been determined. However, the recipients of Equity Securities could consist of current Shareholders or new investors (or both), none of whom will be related parties of the Company.</p> <p>The Company will determine the recipients at the time of the issue under the 7.1A Mandate, having regard to the following factors:</p> <p>(a) the purpose of the issue;</p> <p>(b) alternative methods for raising funds available to the Company at that time, including, but not limited to, an entitlement issue, share purchase plan, placement or other offer where existing Shareholders may participate;</p> <p>(c) the effect of the issue of the Equity Securities on the control of the Company;</p> <p>(d) the circumstances of the Company, including, but not limited to, the financial position and solvency of the Company;</p> <p>(e) prevailing market conditions; and</p> <p>(f) advice from corporate, financial and broking advisers (if applicable).</p>
<p>Previous approval under Listing Rule 7.1A.2</p>	<p>The Company did not obtain approval from its Shareholders pursuant to Listing Rule 7.1A at its previous annual general meeting held on 16 September 2025.</p> <p>The Company has not issued any Equity Securities pursuant to Listing Rule 7.1A during the 12-month period preceding the date of the Meeting.</p>
<p>Voting exclusion statement</p>	<p>As at the date of this Notice, the Company is not proposing to make an issue of Equity Securities under Listing Rule 7.1A. Accordingly, a voting exclusion statement is not included in this Notice.</p>

6. RESOLUTION 5 – AMENDMENT TO CONSTITUTION

A company may modify or repeal its constitution or a provision of its constitution by special resolution of Shareholders.

This Resolution is a special resolution which will enable the Company to amend its existing Constitution for the purposes of section 1100(V) of the Corporations Act to permit the Company to issue Securities under employee incentive schemes (including, the Plan) up to a maximum of 15% of the issued capital of the Company.

Under new Division 1A of Part 7.12 of the Corporations Act, which came into effect on 1 October 2022, offers under employee incentive plans that do not require a monetary payment (e.g. zero exercise price options or performance rights) can be issued without an

issue cap. However, offers requiring a monetary payment (whether upon grant or upon exercise/vesting of the awards and issue of the underlying shares) must comply with an issue cap which is set at 5% under the Corporations Act unless this limit is increased by the company's constitution.

In ASIC Consultation Paper 364: Modifications to the ESS regime, ASIC has clarified that the issue cap does not apply where the company only makes offers in reliance on section 1100P (offers for no monetary consideration) or only makes offers in reliance on section 1100R (offers that do not need disclosure).

However, where a company is making a combined offer in reliance on section 1100P or section 1100R and there are also offers being made in reliance on section 1100Q (i.e. monetary consideration), then all equity issued including securities issued for no monetary consideration (under section 1100P) and securities issued under another disclosure exemption (under section 1100R) must be included when calculating the issue cap. For the purpose of section 1100(V) of the Corporations Act, the Company is seeking approval pursuant to this Resolution to set the issue cap as 15% of the issued capital of the Company by adding a new clause 2.10 in the Constitution as follows:

2.10 Employee incentive securities plan

Subject to the Listing Rules and the Corporations Act and for the purposes of section 1100V(2) of the Corporations Act, the issue cap is 15%.

A copy of the Constitution incorporating the amendment set out above is available for review by Shareholders at the office of the Company and can also be sent to Shareholders upon request to the Company Secretary. Shareholders are invited to contact the Company if they have any queries or concerns.

7. RESOLUTION 6 – APPROVAL TO ISSUE SECURITIES UNDER AN EMPLOYEE INCENTIVE SECURITIES PLAN

7.1 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.2 (Exception 13(b)) for the issue of a maximum of 39,360,000 Securities under the employee incentive scheme titled "Employee Incentive Securities Plan" (**Plan**).

The objective of the Plan is to attract, motivate and retain key employees, contractors and other persons who provide services to the Company, and the Company considers that the adoption of the Plan and the future issue of Securities under the Plan will provide these parties with the opportunity to participate in the future growth of the Company.

7.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 5.1 above.

Listing Rule 7.2 (Exception 13(b)) provides that Listing Rule 7.1 does not apply to an issue of securities under an employee incentive scheme if, within three years before the date of issue of the securities, the holders of the entity's ordinary securities have approved the issue of equity securities under the scheme as exception to Listing Rule 7.1.

Exception 13(b) is only available if and to the extent that the number of equity securities issued under the scheme does not exceed the maximum number set out in the entity's notice of meeting dispatched to shareholders in respect of the meeting at which shareholder approval was obtained pursuant to Listing Rule 7.2 (Exception 13(b)). Exception 13(b) also ceases to be available if there is a material change to the terms of the scheme from those set out in the notice of meeting.

7.3 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to issue Securities under the Plan to eligible participants over a period of 3 years. The issue of any Securities to eligible participants under the Plan (up to the maximum number of Securities stated in Section 7.4 below) will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

For the avoidance of doubt, the Company must seek Shareholder approval under Listing Rule 10.14 in respect of any future issues of Securities under the Plan to a related party or a person whose relationship with the Company or the related party is, in ASX's opinion, such that approval should be obtained.

If this Resolution is not passed, the Company will be able to proceed with the issue of Securities under the Plan to eligible participants, but any issues of Securities will reduce, to that extent, the Company's capacity to issue equity securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the issue of the Securities.

7.4 Technical information required by Listing Rule 7.2 (Exception 13)

REQUIRED INFORMATION	DETAILS
Terms of the Plan	A summary of the material terms and conditions of the Plan is set out in Schedule 1.
Number of Securities previously issued under the Plan	The Company has not issued any Securities under the Plan the subject of this Resolution as this is the first time that Shareholder approval is being sought for the adoption of the Plan.
Maximum number of Securities proposed to be issued under the Plan	The maximum number of Securities proposed to be issued under the Plan in reliance on Listing Rule 7.2 (Exception 13), following Shareholder approval, is 39,360,000 Securities. It is not envisaged that the maximum number of Securities for which approval is sought will be issued immediately. The Company may also seek Shareholder approval under Listing Rule 10.14 in respect of any future issues of Securities under the Plan to a related party or a person whose relationship with the Company or the related party is, in ASX's opinion, such that approval should be obtained.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.
Voting prohibition statement	A voting prohibition statement applies to this Resolution.

8. RESOLUTION 7 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO ANTHONY GREENAWAY

8.1 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 10.11 for the issue of up to 1,600,000 Performance Rights to Anthony Greenaway (or his nominees) on the terms and conditions set out in the table below.

TRANCHE	QUANTUM	VESTING CONDITION	EXPIRY DATE
1	400,000	The Performance Rights will vest upon the Company achieving a volume weighted average price of Shares over 20 consecutive trading days (20-Day VWAP) of at least \$0.10.	The date that is 12 months from the date of issue.
2	500,000	The Performance Rights will vest upon the Company achieving a 20-Day VWAP of at least \$0.20.	The date that is 24 months from the date of issue.
3	700,000	The Performance Rights will vest upon the Company achieving a 20-Day VWAP of at least \$0.30.	The date that is 36 months from the date of issue.

8.2 Chapter 2E of the Corporations Act

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

- (a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The issue constitutes giving a financial benefit and Anthony Greenaway is a related party of the Company by virtue of being a Director.

The Directors (other than Anthony Greenaway who has a material personal interest in the Resolution) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue because the agreement to issue the Performance Rights, is considered reasonable remuneration in the circumstances and was negotiated on an arm's length basis.

8.3 Listing Rule 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue equity securities to:

- 10.11.1 a related party;
- 10.11.2 a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the company;
- 10.11.3 a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so;
- 10.11.4 an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3; or
- 10.11.5 a person whose relationship with the company or a person referred to in Listing Rules 10.11.1 to 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it obtains the approval of its shareholders.

The issue falls within Listing Rule 10.11.1 and does not fall within any of the exceptions in Listing Rule 10.12. It therefore requires the approval of Shareholders under Listing Rule 10.11.

8.4 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue within one month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules). As approval pursuant to Listing Rule 7.1 is not required for the issue (because approval is being obtained under Listing Rule 10.11), the issue will not use up any of the Company's 15% annual placement capacity.

If this Resolution is not passed, the Company will not be able to proceed with the issue. As a result, the Company will need to evaluate other methods to remunerate and incentivise Anthony Greenaway, and provide a performance linked incentive component to the remuneration package of Anthony Greenaway, which may involve the Company needing to utilise its cash reserves.

8.5 Technical Information required by Listing Rule 10.13

REQUIRED INFORMATION	DETAILS
Name of the person to whom Securities will be issued	Anthony Greenaway (or his nominees).
Categorisation under Listing Rule 10.11	Anthony Greenaway falls within the category set out in Listing Rule 10.11.1 as he is a related party of the Company by virtue of being a Director.

REQUIRED INFORMATION	DETAILS
	Any nominee(s) of Anthony Greenaway who receives Performance Rights may constitute 'associates' for the purposes of Listing Rule 10.11.4.
Number of Securities and class to be issued	The maximum number of Performance Rights to be issued (being the nature of the financial benefit proposed to be given) is 1,600,000 which will be allocated in the tranches set out in the table included at Section 8.1 above.
Terms of Securities	The Performance Rights will be issued on the terms and conditions set out in Schedule 2.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Performance Rights within 10 Business Days of the Meeting. In any event, the Company will not issue any Performance Rights later than one month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Performance Rights will be issued at a nil issue price.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to provide a performance linked incentive component in the remuneration package for Anthony Greenaway to motivate and reward their performance as a Director and to provide cost effective remuneration to Anthony Greenaway, enabling the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to Anthony Greenaway.
Remuneration package	The current total remuneration package for Anthony Greenaway is \$66,000, comprising of directors' fees of \$66,000, a superannuation payment of \$Nil and share-based payments of \$Nil. If the Performance Rights are issued, the total remuneration package of Anthony Greenaway will increase by \$21,644 to \$87,644, being the value of the Performance Rights (based on a valuation prepared by internal management using the Black Scholes methodology).
Voting exclusion statement	A voting exclusion statement applies to this Resolution.
Voting prohibition statement	A voting prohibition statement applies to this Resolution.

9. RESOLUTION 8 – RATIFICATION OF PRIOR ISSUE OF BROKER OPTIONS

9.1 Background

On 21 October 2025, the Company announced that it had received firm commitments from institutional and sophisticated investors to raise approximately A\$5.9 million (before costs), via a private placement of CDIs (**Placement**). The Placement involved the issue of up to 118,000,000 CDIs at an issue price of A\$0.05 per CDI in two-tranches.

The Company issued 10,000,000 CDIs on 30 October 2025 under the first tranche of the Placement, with the balance of the CDIs issued on 11 December 2025 to complete the second tranche of the Placement.

The Company engaged CPS Capital Group Pty Ltd (**CPS Capital**) and Euroz Hartleys Limited (**Euroz Hartleys**) to act as joint lead managers to the Placement (together, the **Joint Lead Managers**).

In connection with the Placement, the Company agreed, subject to Shareholder approval, to issue 20,000,000 unlisted Options to the Joint Lead Managers, comprising:

- (a) 10,000,000 unlisted Options to CPS Capital (and/or its nominee(s)); and
- (b) 10,000,000 unlisted Options to Euroz Hartleys (and/or its nominee(s)),

as partial consideration for the provision of the joint lead managers' services **(Broker Options)**.

CPS Capital was entitled to an increased number of Broker Options to be determined on a pro rata basis if the Placement was upsized.

The Broker Options are exercisable at A\$0.075 each and expire 3 years from the issue date.

9.2 Material terms of Mandates

The Company entered into a mandate with CPS Capital, for the provision of lead managerial and bookrunner services in respect of the Placement, under which the Company agreed to pay CPS Capital (and/or its nominee(s)) the following:

- (a) a 2% management fee and a 4% placement fee of the gross proceeds raised under the Placement;
- (b) upon raising at least A\$5,750,000 under the Placement, a monthly advisory fee of A\$5,000 per month, for the 12-month term of the mandate; and
- (c) 10,000,000 Broker Options, with an issue price of \$0.00001 each (however, should the placement be upsized then the Broker Options issued shall be increased pro rata),

(CPS Capital Mandate).

The Company also entered into a mandate with Euroz Hartleys in respect of the Placement, under which Euroz Hartleys (and/or its nominee(s)) received the following:

- (a) a 4% distribution fee to be paid by CPS Capital, in respect of any allocations to Euroz Hartleys under the Placement; and
- (b) 10,000,000 Broker Options, with an issue price of \$0.00001 each,

(Euroz Hartleys Mandate).

The CPS Capital Mandate and Euroz Hartleys Mandate contain additional provisions, including warranties and indemnities in respect of the Company, which are considered standard for agreements of this nature.

9.3 Shareholder approval and issue of Broker Options

At the general meeting held on 4 December 2025 (**General Meeting**), the Company obtained Shareholder approval for the issue of up to 20,000,000 Broker Options to the Joint Lead Managers (and/or their respective nominees) pursuant to the CPS Capital Mandate and Euroz Hartleys Mandate respectively.

On 12 December 2025, the Company issued a total of 24,375,000 Broker Options to the Joint Lead Managers (and/or their respective nominees), being 20,000,000 Broker Options for which Shareholder approval was obtained at the General Meeting plus an additional 4,375,000 Broker Options which were issued using the Company's available placement capacity under ASX Listing Rule 7.1.

The Company issued the additional 4,375,000 Broker Options to CPS Capital (and/or its nominees) as a result of the Placement being upsized to the originally contemplated quantum.

This Resolution seeks Shareholder ratification for the purposes of Listing Rule 7.4 for the issue of 4,375,000 Broker Options to the CPS Capital (and/or its nominees).

9.4 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 5.1 above.

The issue does not fit within any of the exceptions set out in Listing Rule 7.2 and, as it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the date of the issue.

9.5 Listing Rule 7.4

Listing Rule 7.4 allows the shareholders of a listed company to approve an issue of equity securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the company's capacity to issue further equity securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the 4,375,000 Broker Options.

9.6 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the issue will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

If this Resolution is not passed, the issue will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities that the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

9.7 Technical information required by Listing Rules 7.4 and 7.5

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities were issued or the basis on which those persons were identified/selected	CPS Capital Group Pty Ltd (and/or its nominees).
Number and class of Securities issued	4,375,000 Options were issued.
Terms of Securities	The Options were issued on the terms and conditions set out in Schedule 3.
Date(s) on or by which the Securities were issued	12 December 2025.
Price or other consideration the Company received for the Securities	The Options were issued at a nil issue price (or a nominal issue price of \$0.00001 each), in consideration for the provision of joint lead manager services in connection with the Placement.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue was to satisfy the Company's obligations under the CPS Capital Mandate, as a result of the Placement being upsized to the originally contemplated quantum.
Summary of material terms of agreement to issue	The Options were issued under the CPS Capital Mandate. A summary of the material terms of the CPS Capital Mandate is set out in Section 9.2.
Voting Exclusion Statement	A voting exclusion statement applies to this Resolution.
Compliance	The issue did not breach Listing Rule 7.1.

10. RESOLUTION 9 – APPROVAL TO ISSUE CONSIDERATION SHARES

10.1 Background

As announced on 21 October 2025, the Company entered into a binding earn-in and option purchase agreement (**Agreement**) with Wemin SAC (**Wemin**), a private entity which holds a 100% interest and rights to the Cucho Copper Project exploration concessions, and Wemin shareholders, Mr Daniel Angel Escobar Beleván and Mr Werner Warscheid Leyva (**Vendors**).

Pursuant to the Agreement, the Company:

- (a) will acquire up to a 75% interest in the issued share capital of Wemin from the Vendors, subject to Shareholder approval; and
- (b) will have the option to acquire 100% of the issued share capital of Wemin from the Vendors,

(Acquisition).

As announced on 5 February 2026, subsequent to entering into the Agreement, the parties agreed to certain variations to the Agreement, predominantly to vary the basis on which future milestone payments would be satisfied under the Agreement to better align payments with key exploration milestones (permitting and drilling).

Refer to the Company's ASX Announcements dated 21 October 2025 and 5 February 2026 for further details of the Acquisition.

The material terms and conditions of the Agreement (as amended) are summarised in Schedule 4.

10.2 General

This Resolution seeks Shareholder approval pursuant to Listing Rule 7.1 for the issue of the Drill Permit Shares, Drilling Shares, Milestone 1 Shares and Milestone 2 Shares (each as defined in Schedule 4) (together, the **Consideration Shares**) to the Vendors (and/or their respective nominees) pursuant to the Agreement.

10.3 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 5.1 above.

The proposed issue falls within Exception 17 of Listing Rule 7.2 which excludes from the restrictions in Listing Rules 7.1 and 7.1A an agreement to issue equity securities that is conditional on the holders of its ordinary securities approving the issue under Listing Rule 7.1 before the issue is made. The proposed issue therefore requires the approval of Shareholders under Listing Rule 7.1.

10.4 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue. In addition, the issue will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If this Resolution is not passed, the Company will not be able to proceed with the issue. Consequently, the Company will not be able to satisfy its obligations under the Agreement and may be required to renegotiate payment terms with the Vendors, which may result in the Company needing to utilise its cash reserves to satisfy its obligations under the Agreement.

10.5 Technical information required by Listing Rule 7.3

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities will be issued or the basis on which those persons	The Vendors (and/or their respective nominees). None of the Vendors are a related party, Key Management Personnel, a substantial shareholder or an advisor of the Company or an associate of one of those persons.

REQUIRED INFORMATION	DETAILS
were or will be identified/selected	
Number of Securities and class to be issued	<p>The Consideration Shares will comprise the issue of:</p> <p>(a) A\$500,000 worth Shares based on a 30-day VWAP, being the Drill Permit Shares;</p> <p>(b) A\$2,500,000 worth Shares based on a 30-day VWAP, being the Drilling Shares;</p> <p>(c) A\$1,500,000 worth Shares based on a 30-day VWAP, being the Milestone 1 Shares; and</p> <p>(d) A\$3,000,000 worth Shares based on a 30-day VWAP, being the Milestone 2 Shares.</p> <p>The number of Consideration Shares to be issued to the Vendors (and/or their respective nominees), subject to Shareholder approval under this Resolution, is not known at the date of the Notice and will be determined in accordance with the formulas contained in Schedule 4.</p> <p>Refer to Schedule 5 for worked examples of the number of Consideration Shares that may be issued and the potential dilution effect of the issue of the Consideration Shares.</p>
Terms of Securities	The Consideration Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
Date(s) on or by which the Securities were issued	<p>The Company will not issue any Consideration Shares later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).</p> <p>In the event that the obligation to issue any of the Consideration Shares is triggered outside of the 3-month period following the date of the Meeting (as applicable), the Company will re-seek Shareholder approval.</p>
Price or other consideration the Company will receive for the Securities	The Consideration Shares will be issued as consideration for the Acquisition. Accordingly, no funds will be raised from the issue of the Consideration Shares.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue of the Consideration Shares is to satisfy the Company's obligations under the Agreement (as amended).
Summary of material terms of agreement to issue	The Consideration Shares are being issued under the Agreement (as amended), a summary of the material terms of which is set out in Schedule 4.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

11. RESOLUTION 10 – APPOINTMENT OF AUDITOR

11.1 Overview

Section 327B(1) of the Corporations Act provides that a public company must appoint an auditor at its first annual general meeting and at any subsequent annual general meeting thereafter where there is a vacancy.

The Directors appointed HLB Mann Judd as the Company's auditor following registration of the Company as an Australian public company in December 2025 following the

continuance approved at the Company's annual general meeting held on 16 September 2025.

In accordance with section 328B(1) of the Corporations Act, the Company has sought and obtained a nomination from a Shareholder for HLB Mann Judd to be appointed as the Company's auditor. A copy of this nomination is attached to this Notice as Schedule 6.

HLB Mann Judd has given its written consent to act as the Company's auditor in accordance with section 328A(1) of the Corporations Act subject to Shareholder approval of this Resolution.

If this Resolution is passed, the appointment of HLB Mann Judd as the Company's auditor will take effect at the close of this Meeting.

11.2 Board Recommendation

The Board recommends that Shareholders vote in favour of this Resolution. The Chairman of the Meeting intends to vote undirected proxies in favour of this Resolution.

GLOSSARY

\$ means Australian dollars.

7.1A Mandate has the meaning given in Section 5.1.

Acquisition has the meaning given in Section 10.1.

Agreement has the meaning given in Section 10.1.

ASIC means the Australian Securities & Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

AWST means Western Standard Time as observed in Perth, Western Australia.

Board means the current board of directors of the Company.

Broker Options has the meaning given in Section 9.1.

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

Chair means the chair of the Meeting.

Closely Related Party of a member of the Key Management Personnel means:

- (a) a spouse or child of the member;
- (b) a child of the member's spouse;
- (c) a dependent of the member or the member's spouse;
- (d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;
- (e) a company the member controls; or
- (f) a person prescribed by the *Corporations Regulations 2001* (Cth) for the purposes of the definition of 'closely related party' in the *Corporations Act*.

Company means Solis Minerals Ltd (ACN 653 083 026).

Consideration Shares has the meaning given in Section 10.2.

Constitution means the Company's constitution.

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

CPS Capital Mandate has the meaning given in Section 9.2.

Directors means the current directors of the Company.

Drill Permit Shares has the meaning given in Schedule 4.

Drilling Shares has the meaning given in Schedule 4.

Eligible Entity means an entity which is not included in the S&P/ASX 300 Index and has a market capitalisation of \$300,000,000 or less.

Euroz Hartleys Mandate has the meaning given in Section 9.2.

Equity Securities includes a Share, a right to a Share or Option, an Option, a convertible security and any security that ASX decides to classify as an Equity Security.

Exercise Shares has the meaning given in Schedule 4.

Explanatory Statement means the explanatory statement accompanying the Notice.

Joint Lead Managers has the meaning given in Section 9.2.

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

Listing Rules means the Listing Rules of ASX.

Meeting means the meeting convened by the Notice.

Milestone 1 Shares has the meaning given in Schedule 4.

Milestone 2 Shares has the meaning given in Schedule 4.

Notice means this notice of meeting including the Explanatory Statement and the Proxy Form.

Option means an option to acquire a Share.

Performance Right means a right to acquire a Share subject to satisfaction of performance milestones.

Placement has the meaning given in Section 9.1.

Plan has the meaning given in Section 7.1.

Proxy Form means the proxy form accompanying the Notice.

Remuneration Report means the remuneration report set out in the Directors' report section of the Company's annual financial report for the year ended 31 December 2025.

Resolutions means the resolutions set out in the Notice, or any one of them, as the context requires.

Section means a Section of the Explanatory Statement.

Security means a Share, Option and/or Performance Right (as applicable).

Share means a fully paid ordinary share in the capital of the Company (provided that a reference to a "Share" may also be construed as a reference to a CDI, with each such CDI representing one Share).

Shareholder means a registered holder of a Share.

Variable A means "A" as set out in the formula in Listing Rule 7.1A.2.

Vendors has the meaning given in Section 10.1.

VWAP means volume weighted average price.

SCHEDULE 1 – TERMS AND CONDITIONS OF THE COMPANY'S EMPLOYEE INCENTIVE SECURITIES PLAN

A summary of the material terms of the Company's Employee Incentive Securities Plan (**Plan**) is set out below.

For the purposes of this summary, any reference to the term "exercise" in relation to Performance Rights shall be read and construed as "converts".

Eligible Participant	Eligible Participant means a person that is a 'primary participant' (as that term is defined in Division 1A of Part 7.12 of the Corporations Act) in relation to the Company or an Associated Body Corporate (as defined in the Corporations Act) and has been determined by the Board to be eligible to participate in the Plan from time to time, with the Board retaining discretion to determine, at any time, that the person ceases to be an Eligible Participant, which may impact the treatment of any vested or unvested Securities in accordance with the Plan.
Purpose	The purpose of the Plan is to: <ul style="list-style-type: none"> (a) assist in the reward, retention and motivation of Eligible Participants; (b) link the reward of Eligible Participants to Shareholder value creation; and (c) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of shares, options, performance rights or other equity securities (Securities).
Maximum number of Convertible Securities	The Company will ensure that any invitations under the Plan which are made within Australia and involve monetary consideration comply with the Corporations Act (as modified by any applicable ASIC instruments). The maximum number of equity securities proposed to be issued under the Plan in reliance on Listing Rule 7.2 (Exception 13(b)), following Shareholder approval, is 39,360,000 Securities. It is not envisaged that the maximum number of Securities will be issued immediately.
Plan administration	The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion (except to the extent that it prevents the Participant relying on the deferred tax concessions under Subdivision 83A-C of the <i>Income Tax Assessment Act 1997</i> (Cth)). The Board may delegate its powers and discretion.
Eligibility, invitation and application	The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for any (or any combination of) the Securities provided under the Plan on such terms and conditions as the Board decides. On receipt of an invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.
Grant of Securities	The Company will, to the extent that it has accepted a duly completed application, grant the Participant the relevant number and type of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.

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Rights attaching to Convertible Securities	<p>A Convertible Security represents a right to acquire one or more Plan Shares in accordance with the Plan (for example, an Option or a Performance Right).</p> <p>Prior to a Convertible Security being exercised, the holder:</p> <ul style="list-style-type: none"> (a) does not have any interest (legal, equitable or otherwise) in any Share which may be issued on exercise of the Convertible Security other than as expressly set out in the Plan; (b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company; (c) is not entitled to receive any dividends declared by the Company; and (d) is not entitled to participate in any new issue of Shares (see Adjustment of Convertible Securities Section below).
Restrictions on dealing with Convertible Securities	<p>Convertible Securities issued under the Plan cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances as defined under the Plan (including in the case of death or total or permanent disability of the holder) with the consent of the Board.</p> <p>A holder must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.</p>
Vesting of Convertible Securities	<p>Any vesting conditions applicable to the Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that security will lapse.</p>
Forfeiture of Convertible Securities	<p>Convertible Securities will be forfeited in the following circumstances:</p> <ul style="list-style-type: none"> (a) in the case of unvested Convertible Securities only, where the holder ceases to be an Eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Company and any Associated Bodies Corporate (as defined in the Corporations Act) (the Group), subject to the Board's overriding discretion to determine an alternative treatment provided the holder is a good leaver; (b) where a Participant acts fraudulently, dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group and the Board exercises its discretion to deem some or all of the Convertible Securities held by a Participant to have been forfeited; (c) where there is a failure to satisfy the vesting conditions in accordance with the Plan; (d) on the date the Participant becomes insolvent; or (e) on the expiry date of the Convertible Securities, <p>subject to the discretion of the Board.</p>
Listing of Convertible Securities	<p>Convertible Securities granted under the Plan will not be quoted on the ASX or any other recognised exchange. The Board reserves the right in its absolute discretion to apply for quotation of Convertible Securities granted under the Plan on the ASX or any other recognised exchange.</p>
Exercise of Convertible Securities and cashless exercise	<p>To exercise a security, the Participant must deliver a signed notice of exercise (Exercise Notice) and, subject to a cashless exercise (see next paragraph below), pay the exercise price (if any) to or as directed by the Company, at any time following vesting of the Convertible Securities (if subject to vesting</p>

	<p>conditions) and prior to the expiry date as set out in the invitation or vesting notice.</p> <p>In the case of Options, subject to the Board's approval, in lieu of paying the aggregate exercise price specified in the Exercise Notice, the Participant may elect a cashless exercise (Cashless Exercise) whereby the Board will issue to the Participant that number of Shares (rounded down to the nearest whole number) calculated in accordance with the following formula:</p> $S=O*\frac{(MVS-EP)}{MVS}$ <p>Where:</p> <p>S = number of Shares to be issued on the exercise of the Options.</p> <p>O = number of Options being exercised.</p> <p>MVS = market value of Shares, being the volume weighted average price per Share traded on the ASX over the five trading days immediately preceding the date of exercise, unless otherwise specified in an invitation.</p> <p>EP = Exercise Price of the Options.</p> <p>For the avoidance of doubt, if the sum of the above calculation is zero or negative, then the holder will not be entitled to use Cashless Exercise.</p> <p>Convertible Securities may not be exercised unless and until that security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.</p>
<p>Timing of issue of Shares and quotation of Shares on exercise</p>	<p>Within five business days after the issue of a valid notice of exercise by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.</p>
<p>Restriction periods and restrictions on transfer of Shares on exercise</p>	<p>If the invitation provides that any Shares issued upon the valid exercise of a Convertible Security are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.</p> <p>Additionally, Shares issued on exercise of the Convertible Securities are subject to the following restrictions:</p> <p>(a) if the Company is required but is unable to give ASX a notice that complies with Section 708A(5)(e) of the Corporations Act, Shares issued on exercise of the Convertible Securities may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to Section 708A(11) of the Corporations Act;</p> <p>(b) all Shares issued on exercise of the Convertible Securities are subject to restrictions imposed by applicable law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and</p> <p>(c) all Shares issued on exercise of the Convertible Securities are subject to the terms of the Company's Securities Trading Policy (as set out on the Company's website)</p>
<p>Rights attaching to Shares on exercise</p>	<p>All Shares issued upon exercise of Convertible Securities will rank equally in all respects with the then Shares of the Company.</p>
<p>Change of control</p>	<p>Subject at all times to the Listing Rules, if a change of control event occurs (being an event which results in any person (either alone or together with associates) owning more than 50% of the Company's issued capital), or the Board determines that such an event is likely to occur, unvested Convertible Securities will vest unless the Board determines in its discretion otherwise. The Board's discretion in determining the treatment of any unvested Convertible Securities on a change of control event is limited to vesting or varying any vesting conditions in respect to the Convertible Securities and does not</p>

	include a discretion to lapse or forfeit unvested Convertible Securities for less than fair value.
Participation in entitlements and bonus issues	Subject always to the rights under the following two paragraphs, Participants will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.
Adjustment for bonus issue	If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the Participant is entitled, upon exercise of the Convertible Securities, to receive an issue of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised.
Reorganisation	If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.
Employee Share Trust	The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Convertible Securities for holders under the Plan and delivering Shares on behalf of holders upon exercise of Convertible Securities.
Amendment of Plan	<p>Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.</p> <p>No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Participant as they existed before the date of the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Participants.</p>
Plan duration	<p>The Plan continues in operation until the Board decides to end it. The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely and may end any suspension. If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Participants.</p> <p>If a Participant and the Company (acting by the Board) agree in writing that some or all of the Securities granted to that Participant are to be cancelled on a specified date or on the occurrence of a particular event, then those Securities may be cancelled in the manner agreed between the Company and the Participant.</p>
Income Tax Assessment Act	The Plan is a plan to which Subdivision 83A-C of the <i>Income Tax Assessment Act 1997</i> (Cth) applies (subject to the conditions in that Act) except to the extent an invitation provides otherwise.

SCHEDULE 2 – TERMS AND CONDITIONS OF PERFORMANCE RIGHTS

1.	Entitlement	Subject to the terms and conditions set out below, each Performance Right, once vested, entitles the holder to the issue of one fully paid ordinary share in the capital of the Company (Share).												
2.	Consideration	The Performance Rights will be issued for nil consideration and no consideration will be payable upon the conversion of the Performance Rights into Shares.												
3.	Vesting Conditions	<p>Subject to the terms and conditions set out below, the Performance Rights will have the vesting conditions (each, a Vesting Condition) specified below:</p> <table border="1" data-bbox="507 560 1369 949"> <thead> <tr> <th data-bbox="507 560 635 604">TRANCHE</th> <th data-bbox="635 560 1059 604">VESTING CONDITION</th> <th data-bbox="1059 560 1369 604">EXPIRY DATE</th> </tr> </thead> <tbody> <tr> <td data-bbox="507 604 635 757">1</td> <td data-bbox="635 604 1059 757">The Performance Rights will vest upon the Company achieving a volume weighted average price of Shares over 20 consecutive trading days (20-Day VWAP) of at least \$0.10.</td> <td data-bbox="1059 604 1369 757">The date that is 12 months from the date of issue.</td> </tr> <tr> <td data-bbox="507 757 635 855">2</td> <td data-bbox="635 757 1059 855">The Performance Rights will vest upon the Company achieving a 20-Day VWAP of at least \$0.20.</td> <td data-bbox="1059 757 1369 855">The date that is 24 months from the date of issue.</td> </tr> <tr> <td data-bbox="507 855 635 949">3</td> <td data-bbox="635 855 1059 949">The Performance Rights will vest upon the Company achieving a 20-Day VWAP of at least \$0.30.</td> <td data-bbox="1059 855 1369 949">The date that is 36 months from the date of issue.</td> </tr> </tbody> </table>	TRANCHE	VESTING CONDITION	EXPIRY DATE	1	The Performance Rights will vest upon the Company achieving a volume weighted average price of Shares over 20 consecutive trading days (20-Day VWAP) of at least \$0.10.	The date that is 12 months from the date of issue.	2	The Performance Rights will vest upon the Company achieving a 20-Day VWAP of at least \$0.20.	The date that is 24 months from the date of issue.	3	The Performance Rights will vest upon the Company achieving a 20-Day VWAP of at least \$0.30.	The date that is 36 months from the date of issue.
TRANCHE	VESTING CONDITION	EXPIRY DATE												
1	The Performance Rights will vest upon the Company achieving a volume weighted average price of Shares over 20 consecutive trading days (20-Day VWAP) of at least \$0.10.	The date that is 12 months from the date of issue.												
2	The Performance Rights will vest upon the Company achieving a 20-Day VWAP of at least \$0.20.	The date that is 24 months from the date of issue.												
3	The Performance Rights will vest upon the Company achieving a 20-Day VWAP of at least \$0.30.	The date that is 36 months from the date of issue.												
4.	Notice of Vesting	Subject to the satisfaction of the Vesting Condition, the Company will notify the Holder in writing (Vesting Notice) within 3 Business Days of becoming aware that the relevant Vesting Condition has been satisfied.												
5.	Expiry Date	<p>The Performance Rights will expire and lapse on the first to occur of the following:</p> <ul style="list-style-type: none"> (a) the Vesting Condition becoming incapable of satisfaction; (b) the Holder ceasing to be employed by the Company prior to the Vesting Condition being satisfied; and (c) 5:00pm (Perth time) on the date which is: <ul style="list-style-type: none"> (i) 12 months after the date of issue of the Tranche 1 Performance Rights; (ii) 24 months after the date of issue of the Tranche 2 Performance Rights; and (iii) 36 months after the date of issue of the Tranche 3 Performance Rights, <p>(each, an Expiry Date).</p>												
6.	Exercise	At any time between receipt of a Vesting Notice and the Expiry Date (as defined in paragraph 5 above), the Holder may apply to exercise Performance Rights by delivering a signed notice of exercise to the Company Secretary. The Holder is not required to pay a fee to exercise the Performance Rights.												
7.	Timing of issue of Shares on conversion	<p>As soon as practicable after the valid exercise of a vested Performance Right, the Company will:</p> <ul style="list-style-type: none"> (a) issue, allocate or cause to be transferred to the Holder the number of Shares to which the Holder is entitled; (b) issue a substitute Certificate for any remaining unexercised Performance Rights held by the Holder; 												

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		<p>(c) if required, and subject to paragraph 8, give the ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and</p> <p>(d) all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.</p>
8.	Restrictions on transfer of Shares	If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the Holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.
9.	Ranking	All Shares issued upon the conversion of Performance Rights will upon issue rank equally in all respects with other Shares.
10.	Transferability of the Performance Rights	The Performance Rights are not transferable, except with the prior written approval of the Company at its sole discretion and subject to compliance with the Corporations Act and Listing Rules.
11.	Dividend rights	A Performance Right does not entitle the Holder to any dividends.
12.	Voting rights	A Performance Right does not entitle the Holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the ASX Listing Rules where such rights cannot be excluded by these terms.
13.	Quotation of the Performance Rights	The Company will not apply for quotation of the Performance Rights on any securities exchange.
14.	Adjustments for reorganisation	If there is any reorganisation of the issued share capital of the Company, whether by way of subdivision, consolidation or otherwise, the rights of the Performance Rights Holder will be varied in accordance with the BCBCA, the Listing Rules of the ASX and, if applicable the <i>Corporate Finance Policies</i> of the TSX-V, at the time of the reorganisation.
15.	Entitlements and bonus issues	The Holder will not be entitled to participate in new issues of capital offered to Shareholders such as bonus issues (meaning a pro rata issue of securities to Shareholders for which no consideration is payable by them) and entitlement issues.
16.	Return of capital rights	The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
17.	Rights on winding up	The Performance Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.
18.	No other rights	A Performance Right does not give a Holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
19.	Amendments required by ASX or TSX-V	The terms of the Performance Rights may be amended as considered necessary by the Board in order to comply with the ASX Listing Rules, or any directions of ASX or TSX-V, as the case may be, regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the Holder are not diminished or terminated.
20.	Constitution	Upon the issue of the Shares on exercise of the Performance Rights, the holder will be bound by the Company's Constitution.

SCHEDULE 3 – TERMS AND CONDITIONS OF BROKER OPTIONS

1.	Entitlement	Each Option entitles the holder on conversion in accordance with its terms to the issue of one fully paid common share in the capital of the Company (Share). Provided that a reference to a "Share" may also be construed as a reference to a CHES Depositary Interest (CDI), with each such CDI representing one Share.
2.	Exercise Price	The Options have an exercise price of A\$0.075 each (Exercise Price).
3.	Expiry Date	The Options expire at 5:00pm (Perth time) on the date that is three (3) years after the date of issue (Expiry Date). An Option not exercised before the Expiry Date will automatically expire on the Expiry Date.
4.	Exercise Period	Each Option is exercisable at any time and from time to time on or prior to the Expiry Date.
5.	Quotation of Options	The Company will not apply for quotation of the Options on any securities exchange.
6.	Transferability	The Options are not transferable.
7.	Notice of Exercise	<p>(a) Options may be exercised by notice in writing to the Company (Notice of Exercise) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.</p> <p>(b) Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (Exercise Date).</p>
8.	Timing of issue of Shares on exercise	<p>Within 5 Business Days after the Exercise Date the Company will, subject to paragraph 9:</p> <p>(a) allot and issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;</p> <p>(b) if required and subject to paragraph 9, give the ASX a notice that complies with section 708A(5)(e) of the Corporations Act;</p> <p>(c) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options; and</p> <p>(d) issue a substitute certificate in respect of the remaining Options (if applicable).</p>
9.	Restrictions on transfer of Shares	If the Company is required but unable to give ASX a notice under paragraph 8(b), or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of Options may not be traded (whether on ASX or any other securities exchange) and will be subject to a holding lock until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act.
10.	Shares issued on exercise	Shares issued on exercise of the Options will rank equally with the common shares of the Company.
11.	Reconstruction of capital	If at any time the issued capital of the Company is reconstructed pursuant to a compromise or arrangement with shareholders, creditors or other persons or an amalgamation, arrangement or merger of the Company with or into any other body corporate, trust, partnership or

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		other entity, all rights of an Option holder are to be changed in a manner consistent with the BCBCA and the Listing Rules of the ASX, at the time of the reconstruction.
12.	Participation in new issues	There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.
13.	Entitlement to dividends	The Options do not confer any entitlement to a dividend, whether fixed or at the discretion of the directors, during the currency of the Options without exercising the Options.
14.	Entitlement to capital return	The Options do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise, and similarly do not confer any right to participate in the surplus profit or assets of the Company upon a winding up, in each case, during the currency of the Options without exercising the Options.
15.	Adjustment for reorganisation	If there is any reorganisation of the issued share capital of the Company, whether by way of subdivision, consolidation or otherwise, the rights of the Option holder will be varied in accordance with the BCBCA and the Listing Rules of the ASX, at the time of the reorganisation.
16.	Change in exercise price	There will be no change to the exercise price of the Options or the number of Shares over which the Options are exercisable in the event of the Company making a pro-rata issue of securities to the holders of Shares in the Company (other than a bonus issue).
17.	Voting rights	The Options do not confer any right to vote at meetings of shareholders of the Company, except as required by law, during the currency of the Options without first exercising the Options.

SCHEDULE 4 – TERMS AND CONDITIONS OF THE AGREEMENT

OPTION 1	
Percentage of Wemin	Solis Minerals Ltd (Company) is granted an option to purchase a 10% equity interest in Wemin SAC (Wemin) from Wemin shareholders, Mr Daniel Angel Escobar Beleván and Mr Werner Warscheid Leyva (Vendors) (Option 1).
Period of Option 1	The option period is 15 months, commencing on 16 October 2025 (Effective Date). This period was intended to give the Company sufficient time to carry out surface evaluation work it deemed appropriate within the mining property, being the Mining Concessions (as defined below).
Option 1 Fee	The fee for the exercise of Option 1 comprises: (a) US\$100,000, which was paid on the Effective Date; (b) US\$100,000, which was paid on 10 February 2026 (being the date the variation agreement was entered into as announced on 5 February 2026); and (c) the Company issuing to the Vendors AU\$141,400 worth of Company shares (Exercise Shares), based on a 30-day VWAP prior to the exercise date of Option 1 or the date on which the Company notifies the Vendors of the early exercise of Option 1 (Option 1 Exercise Date), which was completed on 13 February 2026 by the issue of 3,321,477 Shares. The number of Exercise Shares to be issued as consideration is to be issued in accordance with the following formula: $A = \frac{B}{C}$ where: A equals the number of Exercise Shares to be issued to the Vendors; B equals the value of the Exercise Shares (in AUD) to be issued to the Vendors; and C equals the 30-day VWAP.
Escrow period	The Exercise Shares will be subject to a six-month escrow period.
Termination	In the event of termination of Option 1 the Vendors will not be obliged to reimburse the Company for any payments that the Company has made prior to the effective date of termination of Option 1.
OPTION 2	
Percentage of Wemin	The Vendors grant the Company an option to purchase a further 41% equity interest in Wemin from the Vendors, increasing the Company's equity interest in Wemin to 51% (Option 2).
Period of Option 2	The option period is 24 months, commencing on the Option 1 Exercise Date. This option period is intended to allow the Company sufficient time to conduct a drilling campaign of at least 5,000m on the mining property, being the Mining Concessions (as defined below).
Option 2 Fee	The fee for the exercise of Option 2 comprises: (a) US\$300,000, to be paid by the Company after a period of 12 months from the Option 1 Exercise Date or within 5 business days following the authorisation to commence mining exploration activities, whichever occurs first (Payment 1); (b) US\$200,000, to be paid by the Company after a period of 12 months, commencing from the date of Payment 1; (c) the Company issuing to the Vendors AU\$500,000 worth of Company shares (Drill Permit Shares), based on a 30-day VWAP prior to the agreed payment date, after a period of 12 months from the Option 1

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	<p>Exercise Date or within 5 business days following the authorisation to commence mining exploration activities, whichever occurs first, subject to Shareholder approval; and</p> <p>(d) the Company issuing to the Vendors AU\$2,500,000 worth of Company shares (Drilling Shares), based on a 30-day VWAP prior to the agreed payment date, after a period of 12 months, commencing from the date of Payment 1, subject to Shareholder Approval.</p> <p>The number of Drill Permit Shares and Drilling Shares (as applicable) to be issued as consideration is to be issued in the following formula:</p> $A = \frac{B}{C}$ <p>where:</p> <p>A equals the number of Drill Permit Shares or Drilling Shares (as applicable) to be issued to the Vendors;</p> <p>B equals the value of the Drill Permit Shares or Drilling Shares (in AUD) (as applicable) to be issued to the Vendors; and</p> <p>C equals the 30-day VWAP.</p> <p>Once the Company has fulfilled the payments set out above in respect of Option 2, Option 2 shall be deemed to have been exercised. Notwithstanding this, the Company may, at its sole discretion exercise Option 2 in advance by giving notice to the Vendors through a notary and offering to satisfy the outstanding balance of the fee for the exercise of Option 2.</p> <p>For the purposes of the Agreement, the date on which the Company satisfies the payments set out above in respect of Option 2 or the date on which the Company notifies the Vendors of an early exercise of Option 2 will be considered the date of exercise of Option 2 (Option 2 Exercise Date).</p>
Escrow period	The Drill Permit Shares and Drilling Shares will be subject to a six-month escrow period.
Termination	In the event of termination of Option 2 the Vendors will not be obliged to reimburse the Company for any payments that the Company has made prior to the effective date of termination of Option 2.
OPTION 3	
Percentage of Wemin	The Vendors grant the Company an option to purchase a further 9% equity interest in Wemin from the Vendors, increasing the Company's equity interest in Wemin to 60% (Option 3).
Period of Option 3	The option period is 18 months, commencing on the Option 2 Exercise Date (Option 3 Period).
Option 3 Fee	<p>The fee for the exercise of Option 3 comprises the Company issuing to the Vendors AU\$1,500,000 worth of Company shares (Milestone 1 Shares), based on a 30-day VWAP prior to the exercise date of Option 3 or the date on which the Company notifies the Vendors of the early exercise of Option 3 (Option 3 Exercise Date), subject to Shareholder approval.</p> <p>The Milestone 1 Shares are to be issued by the Company after 18 months, commencing from the Option 2 Exercise Date.</p> <p>The number of Milestone 1 Shares to be issued as consideration is to be issued in accordance with the following formula:</p> $A = \frac{B}{C}$ <p>where:</p> <p>A equals the number of Milestone 1 Shares to be issued to the Vendors;</p> <p>B equals the value of the Milestone 1 Shares (in AUD) to be issued to the Vendors; and</p> <p>C equals the 30-day VWAP.</p>

	Mr Daniel Angel Escobar Beleván, a Vendor, may elect to receive the Milestone 1 Shares in cash, instead of being issued the Milestone 1 Shares.
Condition Precedent	As a condition precedent to the exercise of Option 3, the Company must have: <ul style="list-style-type: none"> (a) prepared a Technical Report that complies with the standards of the JORC Code, which determines the existence of a resource in an amount greater than or equal to 40Mtm at 0.03% Copper or 120,000 Tons of a copper equivalent content; and (b) published a preliminary economic assessment in relation to one or more of the mining concessions, being Cayan 2, Cayan 21, Cayan 2105, Cayan 2109, Cayan 22, Cayan 23, Cayan 2506 and La Obra de Dios (Mining Concessions).
Termination	In the event of termination of Option 3 the Vendors will not be obliged to reimburse the Company for any payments that the Company has made prior to the effective date of termination of Option 3.
OPTION 4	
Percentage of Wemin	The Vendors grant the Company an option to purchase a further 15% equity interest in Wemin from the Vendors, increasing the Company's equity interest in Wemin to 75% (Option 4).
Period of Option 4	The option period is 18 months, commencing on the Option 3 Exercise Date.
Option 4 Fee	<p>The fee for the exercise of Option 4 comprises the Company issuing to the Vendors AU\$3,000,000 worth of Company shares (Milestone 2 Shares), based on a 30-day VWAP prior to the exercise date of Option 4 or the date on which the Company notifies the Vendors of the early exercise of Option 4 (Option 4 Exercise Date), subject to Shareholder approval.</p> <p>The Milestone 2 Shares are to be issued by the Company after 18 months, commencing from the Option 3 Exercise Date.</p> <p>The number of Milestone 2 Shares to be issued as consideration is to be issued in accordance with the following formula:</p> $A = \frac{B}{C}$ <p>where:</p> <p>A equals the number of Milestone 2 Shares to be issued to the Vendors;</p> <p>B equals the value of the Milestone 2 Shares (in AUD) to be issued to the Vendors; and</p> <p>C equals the 30-day VWAP.</p> <p>Mr Daniel Angel Escobar Beleván, a Vendor, may elect to receive the Milestone 2 Shares in cash, instead of being issued the Milestone 2 Shares.</p>
Condition Precedent	As a condition precedent to the exercise of Option 4, the Company must have: <ul style="list-style-type: none"> (a) published a prefeasibility report in relation to one or more of the Mining Concessions; and (b) have completed a minimum of 10,000m of drilling on the mining property, being the Mining Concessions.
Termination	In the event of termination of Option 4 the Vendors will not be obliged to reimburse the Company for any payments that the Company has made prior to the effective date of termination of Option 4.
PARALLEL PURCHASE OPTION	
Percentage of Wemin	In addition to granting Option 1, Option 2, Option 3 and Option 4, the Vendors grant the Company an option to acquire a 100% equity interest in Wemin (Parallel Option).
Period of the Parallel Option	The option period is 7 years, commencing on the Effective Date.

Parallel Option Fee	The fee for the exercise of the Parallel Option is US\$10,000,000, which shall be paid by the Company to the Vendors on the date of execution of the share transfer agreement.
Termination	<p>(a) The Company may terminate the Parallel Option at any time by notifying the Vendors to that effect through a notary public.</p> <p>(b) The Parallel Option will automatically terminate in the event of termination of Option 1, Option 2, Option 3 and Option 4, provided that the termination takes place for reasons attributable to the Company.</p>
OTHER TERMS	
(a)	If Option 1, Option 2, Option 3 and Option 4 are all exercised, the Company and Mr Daniel Angel Escobar Beleván will act in good faith to negotiate and enter into an agreement between the shareholders of Wemin.
(b)	It is agreed that in the event that the combined shareholding of Wemin is reduced to less than 10% of Wemin's share capital, such shareholders shall be jointly and severally liable to transfer all of their Wemin shares to either Wemin or the Company (at the Company's option) in exchange for the grant of the Dilution NSR Royalty.
(c)	The Company or Wemin (at the Company's option) shall have the right to purchase 50% of the Dilution NSR Royalty, reducing the same from 2% to 1%, at any time, in exchange for payment of a total of US\$5,000,000.
(d)	The Agreement contains other standard provisions for an agreement of this nature including conduct obligations during the exercise period and representations and warranties in respect of the Vendors, Wemin and the Company.

SCHEDULE 5 - POTENTIAL DILUTION EFFECT FROM ISSUE OF CONSIDERATION SHARES

- (a) The exact number of Consideration Shares to be issued to the Vendors (and/or their respective nominee(s)), subject to Shareholder approval under Resolution 9 will be based on a 30-day VWAP, as detailed in Schedule 4.
- (b) The number of Consideration Shares to be issued cannot be ascertained as at the date of the Notice. Below are worked examples of the number of Consideration Shares that may be issued and the potential dilution effect from the issue of the Consideration Shares, based on the total number of Shares on issue as at the date of the Notice and a range of the issue price of Shares.

SHARE PRICE	MAXIMUM NO. OF CONSIDERATION SHARES	SHARES CURRENTLY ON ISSUE	DILUTION EFFECT
Drill Permit Shares – AU\$500,000			
\$0.02	25,000,000	262,401,655	8.70%
\$0.04	12,500,000	262,401,655	4.55%
\$0.06	8,333,333	262,401,655	3.08%
Drilling Shares – AU\$2,500,000			
\$0.02	125,000,000	262,401,655	32.27%
\$0.04	62,500,000	262,401,655	19.24%
\$0.06	41,666,667	262,401,655	13.70%
Milestone 1 Shares – AU\$1,500,000			
\$0.02	75,000,000	262,401,655	22.23%
\$0.04	37,500,000	262,401,655	12.50%
\$0.06	25,000,000	262,401,655	8.70%
Milestone 2 Shares – AU\$3,000,000			
\$0.02	150,000,000	262,401,655	36.37%
\$0.04	75,000,000	262,401,655	22.23%
\$0.06	50,000,000	262,401,655	16.01%

Notes:

1. The above table is for illustrative purposes only.

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SCHEDULE 6 – NOMINATION OF AUDITOR

17 April 2026

The Board of Directors
Solis Minerals Ltd
Unit 3, 32 Harrogate Street
West Leederville WA 6007
Australia

Dear Directors

Nomination of Auditor

I, Mitch Thomas, being a member of Solis Minerals Ltd (ACN 653 083 026) (**Company**), in accordance with section 328B(1) of the *Corporations Act 2001* (Cth) (**Corporations Act**), hereby nominate HLB Mann Judd for appointment as auditor of the Company.

Please distribute copies of this notice of nomination as required by section 328B(3) of the Corporations Act.

Yours faithfully

Mitch Thomas

Mitch Thomas

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SOLIS MINERALS LIMITED
ABN 27 653 083 026

Need assistance?



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



Online:
www.investorcentre.com/contact



YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **11:00 am (AWST) on Tuesday, 26 May 2026.**

Proxy Form

How to Vote on Items of Business

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

APPOINTMENT OF PROXY

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

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

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

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

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

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

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

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

PARTICIPATING IN THE MEETING

Corporate Representative

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

Lodge your Proxy Form:

Online:

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

Your secure access information is

Control Number: 188697

SRN/HIN:

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

By Mail:

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

By Fax:

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



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

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

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

Proxy Form

Please mark to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

I/We being a member/s of Solis Minerals Limited hereby appoint

the Chair of the Meeting **OR**

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

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Annual General Meeting of Solis Minerals Limited to be held at Unit 3, 32 Harrogate Street, West Leederville, Western Australia 6007 on Thursday, 28 May at 11:00 am (AWST) and at any adjournment or postponement of that meeting.

Chair authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chair of the Meeting as my/our proxy (or the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolutions 1, 6 and 7 (except where I/we have indicated a different voting intention in step 2) even though Resolutions 1, 6 and 7 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chair.

Important Note: If the Chair of the Meeting is (or becomes) your proxy you can direct the Chair to vote for or against or abstain from voting on Resolutions 1, 6 and 7 by marking the appropriate box in step 2.

Step 2 Items of Business

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

	For	Against	Abstain
1 Adoption of Remuneration Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Election of Anthony Greenaway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Re-election of Kevin Wilson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Approval of 7.1A Mandate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Amendment to Constitution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Approval to issue Securities under an Employee Incentive Securities Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Approval to issue Performance Rights to Anthony Greenaway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 Ratification of prior issue of Broker Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9 Approval to issue Consideration Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 Appointment of Auditor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Individual or Securityholder 1 Securityholder 2 Securityholder 3 / /
 Sole Director & Sole Company Secretary Director Director/Company Secretary Date

Update your communication details (Optional)

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

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