



Innovations that work.™

25 June 2026

ACN 109 200 900

Dear Shareholder,

Eden Innovations Ltd – Upcoming General Meeting

Eden Innovations Ltd (ASX: EDE) (**Company**) will be holding a General Meeting of Shareholders at the offices of the Company, Level 15, 197 St Georges Terrace, Perth, Western Australia at 11:00am (AWST) on Friday, 24 July 2026 (**Meeting**).

Notice of Meeting

The Notice of Meeting and Explanatory Memorandum (**Notice**) for the Meeting is available online and can be viewed and downloaded by shareholders from the Company's website at <https://edeninnovations.com/investors/> or the Company's ASX market announcements platform at www.asx.com.au (ASX:EDE).

In accordance with sections 110C-110K of the Corporations Act 2001 (Cth) (as inserted by the Treasury Laws Amendment (2021 Measures No.1) Act 2021 (Cth), Shareholders will not be sent a hard copy of the Notice or Proxy Form unless Shareholders have already notified the Company that they wish to receive documents such as the Notice and Proxy Form in hard copy.

Online scan the QR code below using your smartphone 	Lodge the Proxy Form online at https://singleholding.automic.com.au/login by following the instructions: 1. Login to the Automic website using the holding details as shown on your holding statement. 2. Click on 'View Meetings' – 'Vote'. To use the online lodgment facility, Shareholders will need their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) as shown at the top of your holding statement.
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For further information on the online proxy lodgment process, or if you require a hard copy Proxy Form, please contact the Company's Share Registry, Automic Registry Services (Automic), at hello@automicgroup.com.au or via phone on 1300 288 664 (within Australia) or +61 2 9698 5414 (overseas).

Shareholder queries in relation to the Meeting

Shareholders can contact the Company Secretary with any questions prior to the meeting via email at btucker@edeninnovations.com.

A copy of the Notice is available to download from the Company's website and the Company's ASX market announcements platform. In the event it is necessary or appropriate for the Company to make alternative arrangements for the Meeting, information will be provided to Shareholders via the ASX and the Company's website.

Authorised for ASX release by the Company Secretary.

Brett Tucker
Company Secretary
Eden Innovations Ltd

**EDEN INNOVATIONS LTD
ACN 109 200 900**

Notice of General Meeting

The General Meeting of the Company will be held as follows:

Time and date: 11.00am (AWST) on Friday, 24 July 2026

In-person: Offices of the Company, Level 15, 197 St Georges Terrace,
Perth WA 6000

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

Should you wish to discuss any matter, please do not hesitate to contact the Company Secretary by telephone on +61 8 9282 5889.

Shareholders are urged to vote by lodging the Proxy Form

**Eden Innovations Ltd
ACN 109 200 900
(Company)**

Notice of General Meeting

Notice is hereby given that a general meeting of Shareholders of Eden Innovations Ltd (ACN 109 200 900) will be held at the offices of the Company, Level 15, 197 St Georges Terrace, Perth WA 6000 on Friday, 24 July 2026 at 11.00am (AWST) (**Meeting**).

The Explanatory Memorandum provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form form part of the Notice.

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on Wednesday, 22 July 2026 at 5.00pm (AWST).

Terms and abbreviations used in the Notice are defined in Schedule 1.

Agenda

Resolution 1 – Ratification of issue of Tranche 1 Placement Shares under Listing Rule 7.1A

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

'That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue to the Placement Subscribers of 8,333,334 Placement Shares issued under Listing Rule 7.1A, on the terms and conditions in the Explanatory Memorandum.'

Resolutions 2(a)-(b) – Ratification of issue of Tranche 2 Placement Shares under Listing Rules 7.1A and 7.1

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

'That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of:-

(a) 13,888,888 Placement Shares issued under Listing Rule 7.1A

(b) 277,778 Placement Shares issued under Listing Rule 7.1

on the terms and conditions in the Explanatory Memorandum.'

Resolution 3 – Ratification of issue of Convertible Loan Shares

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

'That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue to 7 Enterprises of 23,186,458 Convertible Loan Shares issued under Listing Rule 7.1, on the terms and conditions in the Explanatory Memorandum.'

Resolution 4 – Ratification of issue of Convertible Loan Fee Options

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

'That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue to 7 Enterprises of 20,000,000 Convertible Loan Fee Options issued under Listing Rule 7.1, on the terms and conditions in the Explanatory Memorandum.'

Resolution 5 – Approval of issue of Placement Options

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

'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue to the Placement Subscribers 11,250,000 Placement Options on the terms and conditions set out in the Explanatory Memorandum.'

Resolution 6 – Approval of issue of Lead Manager Options

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

'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue to the Lead Manager (or its nominees) 20,000,000 Lead Manager Options on the terms and conditions set out in the Explanatory Memorandum.'

Resolution 7 – Approval to issue Shares in lieu of past Director Fees and satisfaction of loan to Mr Gregory Solomon

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

'That, pursuant to and in accordance with Listing Rule 10.11, section 195(4) of the Corporations Act and for all other purposes, Shareholders approve the issue to Mr Gregory Solomon (or his nominee) of 12,249,239 Director Shares in lieu of Director fees (excluding PAYG and superannuation thereon) owing to Mr Gregory Solomon and satisfaction of outstanding loans owing to a related party of Mr Gregory Solomon, on the terms and conditions set out in the Explanatory Memorandum.'

Resolution 8 – Approval to issue Shares in lieu of past Director Fees and satisfaction of loan to Mr Douglas Solomon

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

'That, pursuant to and in accordance with Listing Rule 10.11, section 195(4) of the Corporations Act and for all other purposes, Shareholders approve the issue to Mr Douglas Solomon (or his nominee) of 7,803,123 Director Shares in lieu of Director fees (excluding PAYG and superannuation thereon) owing to Mr Douglas Solomon and satisfaction of outstanding loans to a related party of Mr Douglas Solomon, on the terms and conditions set out in the Explanatory Memorandum.'

Resolution 9 – Approval to issue Shares in lieu of past Director Fees to Dr Allan Larsen

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

'That, pursuant to and in accordance with Listing Rule 10.11, section 195(4) of the Corporations Act and for all other purposes, Shareholders approve the issue to Dr Allan Larsen (or his nominee) of 662,463 Director Shares in lieu of Director fees (excluding PAYG and superannuation thereon) owing to Dr Allan Larsen on the terms and conditions set out in the Explanatory Memorandum.'

Resolution 10 – Approval of issue of Consultant Options

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

'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue to the Consultant (or its nominee) of 3,000,000 Consultant Options on the terms and conditions set out in the Explanatory Memorandum.'

Resolution 11 – Approval of issue of Advisor Options

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

'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue to the Advisors (or its nominees) of 40,000,000 Advisor Options on the terms and conditions set out in the Explanatory Memorandum.'

Resolution 12 – Approval to issue Managing Director Performance Rights

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

'That, pursuant to and in accordance with Listing Rule 10.14, section 195(4) of the Corporations Act and for all other purposes, Shareholders approve the issue to Dr Allan Larsen (or his nominee) of 21,000,000 Managing Director Performance Rights under the Company's Employee Securities Incentive Plan, on the terms and conditions set out in the Explanatory Memorandum.'

Resolution 13 – Approval of issue of Consultant Securities

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

'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue to Antanas Guoga (or his nominee) of the Consultant Securities, comprised of the following:-

(a) 35,000,000 Options; and

(b) 5,000,000 Performance Rights

on the terms and conditions set out in the Explanatory Memorandum.'

Voting prohibitions

Resolution 7, Resolution 8 and Resolution 12 (inclusive): In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

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

However, the above prohibition does not apply if:

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

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

However, the above prohibition does not apply if:

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

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

Voting exclusions

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

- (d) **Resolution 1:** by or on behalf of the Placement Subscribers, being the persons who participated in the issue of the Placement Shares, or any of their respective associates.
- (e) **Resolutions 2(a) to 2(b):** by or on behalf of Phillip Street Holdings Pty Ltd, Pacific Continental Holdings Pty Ltd or Report Card Pty Ltd being the entities who participated in the issue of the Placement Shares, or any of their respective associates.
- (f) **Resolution 3:** by or on behalf of 7 Enterprises Pty Ltd who participated in the issue of the Convertible Loan Shares, or any of its respective associates.
- (g) **Resolution 4:** by or on behalf of 7 Enterprises Pty Ltd who participated in the issue of the Convertible Loan Fee Options, or any of its respective associates.
- (h) **Resolution 5:** by or on behalf of the Placement Subscribers, being the persons who will participate in, or who will obtain a material benefit as a result of, the proposed issue of the Placement Options (except a benefit solely by reason of being a Shareholder), or any of their respective associates.

- (i) **Resolution 6:** by or on behalf of the Lead Manager (or their nominee) and any other person who will obtain a material benefit as a result of the proposed issue of the Lead Manager Options (except a benefit solely by reason of a being a Shareholder), or any of their respective associates.
- (j) **Resolution 7:** by or on behalf of Gregory Solomon (or his nominee) and any other person who will obtain a material benefit as a result of the proposed issue of Director Shares (except a benefit solely by reason of a being a Shareholder), or any of their respective associates.
- (k) **Resolution 8:** by or on behalf of Douglas Solomon (or his nominee) and any other person who will obtain a material benefit as a result of the proposed issue of Director Shares (except a benefit solely by reason of a being a Shareholder), or any of their respective associates.
- (l) **Resolution 9:** by or on behalf of Allan Larsen (or his nominee) and any other person who will obtain a material benefit as a result of the proposed issue of Director Shares (except a benefit solely by reason of a being a Shareholder), or any of their respective associates.
- (m) **Resolution 10:** by or on behalf of SALANGE Pty Ltd (or its nominee) and any other person who will obtain a material benefit as a result of the proposed issue of the Consultant Options (except a benefit solely by reason of a being a Shareholder), or any of their respective associates.
- (n) **Resolution 11:** by or on behalf of Oakley Capital Partners Pty Limited or 7 Enterprises Pty Ltd (or their nominees) and any other person who will obtain a material benefit as a result of the proposed issue of the Advisor Options (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
- (o) **Resolution 12:** by or on behalf of Allan Larsen (or his nominee/s), and any other person referred to in Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates.
- (p) **Resolution 13:** by or on behalf of Antanas Guoga (or his nominee) and any other person who will obtain a material benefit as a result of the proposed issue of the Consultant Securities (except a benefit solely by reason of being a Shareholder), or any of their respective associates.

The above voting exclusions do not apply to a vote cast in favour of the Resolution by:

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

BY ORDER OF THE BOARD

Brett Tucker
Company Secretary
Eden Innovations Ltd
 Dated: 25 June 2026

**Eden Innovations Ltd
ACN 109 200 900
(Company)**

Explanatory Memorandum

1. Introduction

The Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at the offices of the Company, Level 15, 197 St Georges Terrace, Perth WA 6000 on Friday, 24 July 2026 at 11.00am (AWST).

The Explanatory Memorandum forms part of the Notice which should be read in its entirety. The Explanatory Memorandum contains the terms and conditions on which the Resolution will be voted.

A Proxy Form is located at the end of the Explanatory Memorandum.

2. Action to be taken by Shareholders

Shareholders should read the Notice including the Explanatory Memorandum carefully before deciding how to vote on the Resolution.

2.1 Voting in person

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

2.2 Voting by proxy

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

Please note that:

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

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

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

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

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

- (a) an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members;
- (b) the appointed proxy is not the chair of the meeting;
- (c) at the meeting, a poll is duly demanded, or is otherwise required under section 250JA on the resolution; and
- (d) either the proxy is not recorded as attending the meeting or the proxy does not vote on the resolution,

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

2.3 **Chair's voting intentions**

Subject to the following paragraph, if the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on Resolution 7, Resolution 8, Resolution 9 and Resolution 12 (inclusive), by signing and returning the Proxy Form, you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though these Resolutions are connected directly or indirectly with the remuneration of a member of the Key Management Personnel of the Company.

If the Chair is a person referred to in the voting prohibition statement applicable to a Resolution (under section 224 of the Corporations Act), the Chair will only be able to cast a

vote as proxy for you on the relevant Resolution if you are entitled to vote and have specified your voting intention in the Proxy Form.

2.4 Submitting questions

Shareholders may submit questions in advance of the Meeting to the Company. Questions must be submitted by emailing the Company Secretary at btucker@edeninnovations.com by Wednesday, 22 July 2026.

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

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

3. Resolution 1 and Resolutions 2(a) & (b) - Ratification of issue of Placement Shares

3.1 General

On 17 April 2026, the Company announced that it had received firm commitments for a placement to raise \$4.05 million (before costs) by the issue of 22,500,000 Shares (**Placement Shares**) at an issue price of \$0.18 each (**Placement**). The Placement Shares will include 1 free attaching Option for every 2 Placement Shares subscribed for and issued under the Placement, exercisable at \$0.20 each and expiring on 15 October 2028 (**Placement Options**).

The Placement is comprised of the following:

- (a) 8,333,334 Shares issued to unrelated parties on 27 April 2026 (**T1 Issue Date**) pursuant to Listing Rule 7.1A capacity (**Tranche 1 Placement Shares**), the subject of Resolution 1; and
- (b) 14,166,666 Shares issued to unrelated parties on 9 June 2026 (**T2 Issue Date**) pursuant to Listing Rule 7.1A capacity (as to 13,888,888 Shares) and Listing Rule 7.1 capacity (as to 277,778 Shares) (**Tranche 2 Placement Shares**), the subject of Resolutions 2(a)-(b); and
- (c) 11,250,000 Placement Options proposed to be issued to participants in the Placement subject to Shareholder approval pursuant to Listing Rule 7.1 (the subject of Resolution 5).

Oakley Capital Partners Pty Ltd (**Lead Manager**) acted as lead manager to the Placement. As partial consideration for the provision of lead manager services provided in connection with the Placement, the Company has agreed, subject to Shareholder approval pursuant to Listing Rule 7.1, to issue the Lead Manager (or its nominee) 20,000,000 Options (**Lead Manager Options**) on the same terms and conditions as the Placement Options (the subject of Resolution 6).

Resolution 1 seeks the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Tranche 1 Placement Shares.

Resolutions 2(a)-(b) seeks the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Tranche 2 Placement Shares.

3.2 Listing Rules 7.1, 7.1A and 7.4

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

Under Listing Rule 7.1A however, an eligible entity can seek approval from its members, by way of a special resolution passed at its annual general meeting, to increase this 15% limit by an extra 10% to 25%. The Company obtained this approval at its 2025 annual general meeting.

The issue of the Tranche 1 Placement Shares and Tranche 2 Placement Shares does not fit within any of the exceptions to Listing Rules 7.1 and 7.1A and, as it has not yet been approved by Shareholders, effectively uses up part of the Company's 15% placement capacity under Listing Rule 7.1 and 10% placement capacity under Listing Rule 7.1A. This reduces the Company's capacity to issue further Equity Securities without Shareholder approval under those Listing Rules for the 12-month period following the issue of the Placement Shares.

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

If Resolution 1 is passed, 8,333,334 Tranche 1 Placement Shares will be excluded in calculating the Company's 10% limit in Listing Rule 7.1A, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the T1 Issue Date.

If Resolution 1 is not passed, 8,333,334 Tranche 1 Placement Shares will continue to be included in the Company's 10% limit under Listing Rule 7.1A, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, to the extent of 8,333,334 Equity Securities for the 12-month period following the T1 Issue Date (and assuming the Company's approval under Listing Rule 7.1A remains in force for this period).

If Resolutions 2(a)-(b) is passed, 13,888,888 Tranche 2 Placement Shares will be excluded in calculating the Company's 10% limit in Listing Rule 7.1A, and 277,778 Tranche 2 Placement Shares will be excluded in calculating the Company's 15% limit in Listing Rule 7.1 respectively, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the T2 Issue Date.

If Resolutions 2(a)-(b) are not passed, 13,888,888 Tranche 2 Placement Shares will continue to be included in the Company's 10% limit under Listing Rule 7.1A, and 277,778 Tranche 2 Placement Shares will continue to be included in the Company's 15% limit under Listing Rule 7.1 respectively, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, to the extent of 14,166,666 Equity Securities for the 12-month period following the T2 Issue Date .

The Company confirms that Listing Rules 7.1 and 7.1A were not breached at the time the Placement Shares were issued.

3.3 Specific information required by Listing Rule 7.5

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to the ratification of the issue of the Placement Shares:

- (a) The Tranche 1 Placement Shares were issued to a range of sophisticated and professional investors, none of whom are a related party or Material Investor of the Company. The Tranche 2 Placement Shares were issued to Phillip Street Holdings Pty Ltd (6,944,444 Shares) and Pacific Continental Holdings Pty Ltd (6,944,444 Shares), who are not Material Investors or related parties of the Company.
- (b) A total of 8,333,334 Tranche 1 Placement Shares were issued under Listing Rule 7.1A and 14,166,666 Tranche 2 Placement Shares were issued under Listing Rule 7.1A (as to 13,888,888 Shares) and Listing Rule 7.1 (as to 277,778 Shares).
- (c) The Tranche 1 Placement Shares and Tranche 2 Placement Shares are fully paid ordinary shares and rank equally in all respects with the Company's existing Shares on issue.
- (d) The Tranche 1 Placement Shares were issued on 27 April 2026 at \$0.18 each. The Tranche 2 Placement Shares were issued on 9 June 2026 at \$0.18 each.
- (e) The proceeds from the Placement have been or are intended to be applied towards:
 - (i) Commercialisation of the Company's technologies into defence, military and critical infrastructure sectors;
 - (ii) working capital including commercialisation of existing products and technologies; and
 - (i) costs of the Placement.
- (f) The Placement Shares entitle the Placement Subscribers to receive 1 attaching Placement Option for every 2 Placement Shares subscribed for, which is the subject of Resolution 5. There are no other material terms to the agreement for the issue of the Placement Shares.
- (g) A voting exclusion statement is included in this Notice.

3.4 Additional information

Resolutions 1, Resolution 2(a) and Resolution 2(b) are ordinary resolutions.

The Board recommends that Shareholders vote in favour of Resolution 1 and Resolutions 2(a)-(b).

4. Resolutions 3 and 4 – Ratification of Issue of Convertible Loan Shares and Convertible Loan Fee Options

4.1 General

On 12 January 2026, the Company announced to ASX that it had secured a \$2.2 million convertible note investment from 7 Enterprises Pty Ltd (**7 Enterprises**). The proceeds of the convertible note were applied to fully repay the Company's iBorrow LP loan.

The key terms of the convertible note were:

- (a) Principal amount: \$2,200,000;
- (b) Term: to 30 August 2027;
- (c) Interest: 9% per annum, fully capitalised (no periodic cash repayments);
- (d) Conversion: subject to mutual agreement, principal plus accrued interest convertible to Shares at a deemed 15% discount to the 30-day VWAP of the Shares immediately preceding the date of conversion; and
- (e) Security: first-ranking charge over the Company's US property at Mead Way, Littleton, Colorado.

On 16 February 2026, the Company announced to ASX that it had agreed with 7 Enterprises to issue 23,186,458 Shares in full satisfaction of the outstanding convertible debt of \$2,202,713 (including accrued interest of \$2,713) at a conversion price of \$0.095 per Share, being 85% of the 30-day VWAP of \$0.112 per Share (**Convertible Loan Shares**). The Convertible Loan Shares were issued on 16 February 2026, and are the subject of Resolution 3.

As consideration for the convertible note, the Company agreed to issue a total of 20 million unlisted options, exercisable at \$0.07 each, expiring 8 September 2027 to 7 Enterprises (**Convertible Loan Fee Options**). The Convertible Loan Fee Options were issued on 9 February 2026, and are the subject of Resolution 4.

4.2 **ASX Listing Rules 7.1 and 7.4**

A summary of Listing Rules 7.1 and 7.4 is in Section 3.2 above.

The Convertible Loan Shares issued on conversion of the convertible notes, which were issued without shareholder approval, and the Convertible Loan Fee Options were issued without shareholder approval, both using the Company's existing capacity under ASX Listing Rule 7.1,

The issue of the Convertible Loan Shares and Convertible Loan Fee Options does not fit within any of the exceptions to Listing Rule 7.1 and, as they have not yet been approved by Shareholders, effectively uses up part of the Company's 15% placement capacity under Listing Rule 7.1. This reduces the Company's capacity to issue further Equity Securities without Shareholder approval under that Listing Rule for the 12-month period following the issue of them.

If Resolution 3 is passed, 23,186,458 Convertible Loan Shares will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the issue date (16 February 2026).

If Resolution 3 is not passed, 23,186,458 Convertible Loan Shares will continue to be included in the Company's 15% limit under Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, to the extent of 23,186,458 Equity Securities for the 12-month period following the issue date.

If Resolution 4 is passed, 20,000,000 Convertible Loan Fee Options will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of

Equity Securities it can issue without Shareholder approval over the 12-month period following the issue date (9 February 2026).

If Resolution 4 is not passed, 20,000,000 Convertible Loan Fee Options will continue to be included in the Company's 15% limit under Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, to the extent of 20,000,000 Equity Securities for the 12-month period following the issue date

The Company confirms that Listing Rule 7.1 was not breached at the time the Convertible Loan Shares and Convertible Loan Fee Options were issued.

4.3 **Specific information required by Listing Rule 7.5**

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to the ratification of the Convertible Loan Shares and Convertible Loan Fee Options (together, the **Convertible Securities**):

- (a) The Convertible Securities were issued to 7 Enterprises Pty Ltd.
- (b) A total of 23,186,458 Convertible Loan Shares and 20,000,000 Convertible Loan Fee Options were issued under Listing Rule 7.1.
- (c) The Convertible Loan Shares are fully paid ordinary shares and rank equally in all respects with the Company's existing Shares on issue. The Convertible Loan Fee Options are exercisable at \$0.07 each, expiring 8 September 2027 and otherwise subject to the terms and conditions in Schedule 2.
- (d) The Convertible Loan Shares were issued on 16 February 2026 at a deemed price of \$0.095 each, in full satisfaction of convertible loan principal and accrued interest totalling \$2,202,713. The Convertible Loan Fee Options were issued on 9 February 2026, as consideration for 7 Enterprises entering into the convertible loan facility as announced to the ASX on 12 January 2026.
- (e) No proceeds were raised from the Convertible Loan Fee Options, which were issued free of charge. The proceeds from the Convertible Loan Shares have been or are intended to be applied towards:
 - (i) commercialisation of the Company's technologies into defence, military and critical infrastructure sectors; and
 - (ii) working capital including commercialisation of existing products and technologies.
- (f) There are no other material terms to the agreement for the issue of the Convertible Securities.
- (g) A voting exclusion statement is included in this Notice.

4.4 **Additional information**

Resolution 3 and Resolution 4 are ordinary resolutions.

The Board recommends that Shareholders vote in favour of each of Resolution 3 and Resolution 4.

5. **Resolution 5 – Approval of issue of Placement Options**

5.1 **General**

The background to the Placement, including the proposed issue of the Placement Options is set out in Section 3.1 above.

Resolution 5 seeks Shareholder approval pursuant to Listing Rule 7.1 for the issue of 11,250,000 Placement Options.

5.2 **Listing Rule 7.1**

A summary of Listing Rule 7.1 is in Section 3.2 above.

The proposed issue of 11,250,000 Placement Options does not fall within any of the exceptions to Listing Rule 7.1 and, having regard to the issues which have previously been made by the Company as referred to in Resolutions 2(a)-(b), Resolution 3 and Resolution 4, cannot be made without exceeding the 15% limit in Listing Rule 7.1. It therefore requires the approval of Shareholders under Listing Rule 7.1.

If Resolution 5 is passed, the Company will be able to proceed with the issue of 11,250,000 Placement Options. In addition, the issue of these Placement Options will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the issue date.

If Resolution 5 is not passed, the Company will not be able to proceed with the issue of these Placement Options.

5.3 **Specific information required by Listing Rule 7.3**

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

- (a) These Placement Options will be issued to the Placement Subscribers, being the persons to whom the Placement Shares were issued, as summarised in Sections 3.3 above, none of whom are a related party or a Material Investor of the Company.
- (b) 11,250,000 Placement Options will be issued.
- (c) The Placement Options will be exercisable at \$0.20 each and will expire on 15 October 2028, and will otherwise be subject to the terms and conditions in Schedule 2.
- (d) These Placement Options will be issued no later than 3 months after the date of the Meeting.
- (e) As the Placement Options are free attaching based on one (1) Placement Option for every two (2) Placement Shares subscribed for and issued under the Placement, the Company will not receive any cash consideration for the issue of the Placement Options.
- (f) A summary of the intended use of the funds raised from the Placement is set out in Section 3.3 above. No additional funds will be raised by the issue of the Placement Options.

- (g) The purpose of the issue of the Placement Options is to incentivise participation in the Placement.
- (h) There are no other material terms to the proposed issue of the Placement Options.
- (i) A voting exclusion statement is included in the Notice.

5.4 **Additional information**

Resolution 5 is an ordinary resolution.

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

6. **Resolution 6 – Approval of issue of Lead Manager Options**

6.1 **General**

The background to the Placement, including the proposed issue of the Lead Manager Options is set out in Section 3.1 above.

Resolution 6 seeks Shareholder approval pursuant to Listing Rule 7.1 for the issue of the Lead Manager Options to the Lead Manager (or its nominee).

6.2 **Summary of material terms of the Lead Manager Agreement**

The Company entered into an agreement with the Lead Manager for the provision of lead managerial and bookrunner services, including the coordination and management of the Placement (**Lead Manager Agreement**).

Under the Lead Manager Agreement, the Company has agreed to pay the Lead Manager as follows:

- (a) a management fee of 2% of the gross amount raised under the Placement;
- (b) a selling fee of 4% of the gross amount raised under the Placement; and
- (c) the Lead Manager Options.

6.3 **Listing Rule 7.1**

A summary of Listing Rule 7.1 is in Section 3.2 above.

The proposed issue of the Lead Manager Options does not fit within any of the exceptions to Listing Rule 7.1 and, having regard to the issues which have previously been made by the Company as referred to in Resolutions 2(a)-(b), Resolution 3 and Resolution 4, cannot be made without exceeding the 15% limit in Listing Rule 7.1. It therefore requires the approval of Shareholders under Listing Rule 7.1.

If Resolution 6 is passed, the Company will be able to proceed with the issue of the Lead Manager Options. In addition, the issue of the Lead Manager Options will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the issue date.

If Resolution 6 is not passed, the Company will not be able to proceed with the issue of the Lead Manager Options and will have to consider alternative commercial means to pay the Lead Manager for their services to the value of the Lead Manager Options.

6.4 **Specific information required by Listing Rule 7.3**

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the proposed issue of the Lead Manager Options:

- (a) The Lead Manager Options will be issued to the following parties:-
 - (i) 13,611,111 Lead Manager Options to Oakley Capital Partners Pty Limited who is classified as a Material Investor of the Company; and
 - (ii) 6,388,889 Lead Manager Options to nominees of the Lead Manager, none of whom are related parties or a Material Investor of the Company.
- (b) 20,000,000 Lead Manager Options will be issued.
- (c) The Lead Manager Options will be exercisable at \$0.20 each and expire on 15 October 2028, and will otherwise be subject to the terms and conditions in Schedule 2.
- (d) The Lead Manager Options will be issued within 3 months after the date of the Meeting.
- (e) The Lead Manager Options will be issued for nil cash consideration, as partial consideration for the provision of lead managerial and bookrunner services pursuant to the terms of the Lead Manager Agreement. Accordingly, no funds will be raised by the issue of the Lead Manager Options.
- (f) A summary of the material terms of the Lead Manager Agreement is in Section 6.2 above.
- (g) A voting exclusion statement is included in the Notice.

6.5 **Additional information**

Resolution 6 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 6.

7. **Resolution 7, Resolution 8 and Resolution 9 – Approval to issue Director Shares to Mr Gregory Solomon, Mr Douglas Solomon and Dr Allan Larsen in lieu of Director Fees and satisfaction of outstanding loans**

7.1 **General**

The Company is proposing, subject to obtaining Shareholder approval, to issue Shares to the current Directors, Mr Gregory Solomon, Mr Douglas Solomon and Dr Allan Larsen (or their respective nominees) in lieu of outstanding Directors' fees (excluding PAYG and superannuation thereon) and satisfaction of outstanding loans owed by the Company (**Director Shares**) calculated as detailed below.

The following table summarises the number of Director Shares the Company proposes to

issue to the Directors (or their respective nominees) for:

- (a) Director fees accrued (and not paid) between 1 October 2023 to 31 January 2026 (**Relevant Period**). The Director fees accrued to Dr Allan Larsen are for non-executive Director fees accrued prior to Dr Larsen's appointment as Managing Director on 9 February 2026; and
- (b) to satisfy outstanding loans owed to related entities of Mr Gregory Solomon and Mr Douglas Solomon, being Arkenstone Pty Ltd as trustee for the GH Solomon Family Investment Trust and March Bells Pty Ltd as trustee for the DH Solomon Family Trust, respectively (**Director Loans**). The Director Loans were provided under terms as announced to the ASX on 25 March 2025. The total balance of outstanding Director Loans as at the date of this Notice is approximately \$1,185,000 (owed equally to each lender).

Director	Director fees		Loan settlement		Total Number of Director Shares
	(\$)	Number of Director Shares	(\$)	Number of Director Shares	
Gregory Solomon (pursuant to Resolution 7)	\$538,261	5,665,905	\$592,500	6,583,334	12,249,239
Douglas Solomon (pursuant to Resolution 8)	\$115,880	1,219,790	\$592,500	6,583,333	7,803,123
Allan Larsen (pursuant to Resolution 9)	\$62,934	662,463	-	-	662,463
Total					20,714,825

The Company announced the proposed conversion of the relevant Director fees and Director Loans, subject to obtaining Shareholder approval, on 16 February 2026 (**February 2026 Announcement**)

As set out in the February 2026 Announcement, the Director Shares are to be issued at \$0.095 per Share, being the same price at which the Convertible Loan Shares were issued to 7 Enterprises in satisfaction of its convertible loan note (see Resolution 3). This price was 85% of the 30-day VWAP, of \$0.112 per Share, on the day of the February 2026 Announcement.

Consistently with the February 2026 Announcement, the amount of Director Shares to be issued in satisfaction of Director fees during the Relevant Period and to repay the outstanding Director Loans has been calculated by dividing the value of the relevant Director fees and outstanding Director Loans by \$0.095. The Director fees to be satisfied exclude PAYG withholding tax (of \$511,628) and superannuation (of \$142,354), which will be settled by the

Company in cash.

Resolution 7, Resolution 8 and Resolution 9 each seeks Shareholder approval pursuant to Listing Rule 10.11 for the issue of 20,714,825 Director Shares to the Directors (or their respective nominees) in lieu of these Directors' fees (excluding PAYG and superannuation thereon) during the Relevant Period and the Director Loans being paid in cash.

7.2 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 any of the following persons without the approval of its Shareholders:

- (a) a related party (Listing Rule 10.11.1);
- (b) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial holder (30%+) in the company (Listing Rule 10.11.2);
- (c) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial holder (10%+) 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 (Listing Rule 10.11.3);
- (d) an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3 (Listing Rule 10.11.4); or
- (e) a person whose relation with the company or a person referred to in Listing Rule 10.11.1 or 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders (Listing Rule 10.11.5).

Mr Gregory Solomon, Mr Douglas Solomon and Dr Allan Larsen are each a related party of the Company by virtue of being a Director. Shareholder approval pursuant to Listing Rule 10.11 is therefore required unless an exception applies. It is the view of the Board that the exceptions set out in Listing Rule 10.12 do not apply in the current circumstances.

Approval pursuant to Listing Rule 7.1 is not required for the issue of the Director Shares as approval is being obtained under Listing Rule 10.11. Accordingly, the issue of the Director Shares to the Directors (or their respective nominees) will not be included in the Company's 15% annual placement capacity pursuant to Listing Rule 7.1.

The effect of Shareholders passing Resolution 7, Resolution 8 and Resolution 9 will be to allow the Company to issue the Director Shares to the Directors (or their respective nominees) in lieu of Director fees and/or the repayment of loans owing by the Company to the Directors.

If Resolution 7, Resolution 8 and Resolution 9 are not passed, the Company will not be able to proceed with the issue of the Director Shares and will have to pay the Directors' fees and settle outstanding loans to Director related entities in cash using its available cash reserves.

7.3 Summary of material terms of Director Loans

As announced on 25 March 2025, related entities of Mr Gregory Solomon and Mr Douglas Solomon, being Arkenstone Pty Ltd as trustee for the GH Solomon Family Investment Trust

and March Bells Pty Ltd as trustee for the DH Solomon Family Trust respectively, provided a loan to the Company as follows:

- (a) **(Interest rate):** 9.97% per annum, with interest payable in full at the time of repayment of the principal sum; and
- (b) **(Use of funds):** provision of working capital to the Company as required;
- (c) **(maturity date):** Repayable on demand with no fixed maturity date.

The terms and conditions of the Director Loans were otherwise on terms considered standard for agreements of this nature.

7.4 **Specific information required by Listing Rule 10.13**

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in relation to the proposed issue of the Director Shares pursuant to Resolution 7, Resolution 8 and Resolution 9:

- (a) The Director Shares will be issued to the Directors (or their nominees) in the proportions set out above.
- (b) Mr Gregory Solomon, Mr Douglas Solomon and Dr Allan Larsen each fall into the category stipulated by Listing Rule 10.11.1 by virtue of being a Director of the Company. If a Director elects for the Director Shares to be granted to a nominee, that person will fall into the category stipulated by Listing Rule 10.11.4.
- (c) The number of Director Shares to be issued to the Directors (or their respective nominees) will be 20,714,825 Shares, in the proportions set out in Section 7.1 above and comprising:-
 - 12,249,239 Shares to Mr Gregory Solomon pursuant to Resolution 7;
 - 7,803,123 Shares Mr Douglas Solomon pursuant to Resolution 8; and
 - 662,463 Shares to Dr Allan Larsen pursuant to Resolution 9.
- (c) The Director Shares will be fully paid ordinary Shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue.
- (d) The Director Shares will be issued no later than one month after the date of the Meeting.
- (d) The Director Shares will be issued for nil cash consideration in lieu of Directors' fees (excluding PAYG and superannuation thereon) and to satisfy outstanding loans owed to the related entities of Mr Gregory Solomon and Mr Doug Solomon as set out in Section 7.1. Accordingly, no funds will be raised from the issue of the Director Shares.
- (e) The Directors current total annual remuneration package (excluding superannuation) is as follows:

Director	Position	Salary and fees (including superannuation)
Allan Larsen	Managing Director	\$400,000
Gregory Solomon	Executive Chair	\$336,000
Douglas Solomon	Non-Executive Director	\$60,480

- (f) A summary of the material terms and conditions of the Director Loans is summarised in Section 7.3 above. There are no other material terms to the proposed issue of the Director Shares.
- (g) A voting exclusion statement is included in the Notice.

7.5 Section 195 of the Corporations Act

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

All of the Company's Directors have a personal interest in the outcome of either Resolution 7, Resolution 8 or Resolution 9 and have exercised their right under section 195(4) of the Corporations Act to put the issue of the Director Shares to Shareholders to resolve.

7.6 Chapter 2E of the Corporations Act

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

- (h) obtain Shareholder approval in the manner set out in section 217 to 227 of the Corporations Act; and
- (i) give the benefit within 15 months following such approval,

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

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

The Directors (other than Gregory Solomon in relation to Resolution 7, Douglas Solomon in relation to Resolution 8 and Allan Larsen in relation to Resolution 9, each of whom have a personal interest in the outcome of their respective Resolutions), consider that the issue of the Director Shares falls within the arms length exception under section 211 of the Corporations Act, being on the same terms as the Conversion Shares issued to satisfy the Convertible Loan to an unrelated third party, and accordingly Shareholder approval under section 208 of the Corporations Act is not required.

7.7 Additional information

Resolution 7, Resolution 8 and Resolution 9 are separate ordinary resolutions and are not

inter-conditional.

The Board declines to make a recommendation in relation to Resolution 7, Resolution 8 and Resolution 9.

8. Resolution 10 – Approval of issue of Consultant

8.1 General

The Company has engaged SALANGE Pty Ltd (**Consultant**) as a consultant of the Company to provide strategic advice and business development support in relation to the Company's EdenShield business division. Ms Julie Bown is the nominated person appointed by the Consultant.

In consideration for the services provided by the Consultant, the Company has agreed to pay the Consultant \$10,000 per month excluding GST. The consultancy agreement is for a term to 20 April 2027 and thereafter to be extended by mutual agreement.

Further, the Company has agreed to issue 3,000,000 unlisted options to the Consultant (or nominee), comprising:-

- 1,000,000 unlisted options exercisable at \$0.20 each, expiring 24 months from issue, vesting upon the Company achieving a volume weighted average share price of at least \$0.30 over 30 consecutive trading days;
- 1,000,000 unlisted options exercisable at \$0.30 each, expiring 24 months from issue, vesting upon the Company achieving a volume weighted average share price of at least \$0.45 over 30 consecutive trading days; and
- 1,000,000 unlisted options exercisable at \$0.40 each, expiring 24 months from issue, vesting upon the Company achieving a volume weighted average share price of at least \$0.60 over 30 consecutive trading days.

(together, the **Consultant Options**)

Resolution 10 seeks Shareholder approval pursuant to Listing Rule 7.1 for the issue of the Consultant Options.

8.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is in Section 3.2 above.

The proposed issue of 3,000,000 Consultant Options does not fall within any of the exceptions to Listing Rule 7.1 and, having regard to the issues which have previously been made by the Company as referred to in Resolutions 2(a)-(b), Resolution 3 and Resolution 4, cannot be made without exceeding the 15% limit in Listing Rule 7.1. It therefore requires the approval of Shareholders under Listing Rule 7.1.

If Resolution 10 is passed, the Company will be able to proceed with the issue of 3,000,000 Consultant Options. In addition, the issue of these Consultant Options will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, therefore not reducing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the issue date.

If Resolution 10 is not passed, the Company will not be able to proceed with the issue of the Consultant Options and will have to consider alternative remuneration arrangements to pay the Consultant in lieu of providing the Consultant Options.

8.3 Specific information required by Listing Rule 7.3

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

- (a) The Consultant Options will be issued to SALANGE Pty Ltd (or its nominees), which is not a Material Investor of the Company.
- (b) 3,000,000 Consultant Options will be issued.
- (c) The Consultant Options will all be issued at the same time, but are comprised of three equal tranches (each with different vesting conditions), which are exercisable as outlined at Section 8.1 and expire 24 months from issue date, and will otherwise be subject to the terms and conditions in Schedule 2
- (d) These Consultant Options will be issued no later than 3 months after the date of the Meeting.
- (e) The number of Consultant Options were negotiated with the Consultant and are intended to form part of the consideration for the performance of the consultancy services and an incentive for future performance. The Consultant Options will be issued for nil cash consideration. Accordingly, no funds will be raised from the issue of the Consultant Options.
- (f) There are no other material terms to the agreement for the issue of the Consultant Options.
- (g) A voting exclusion statement is included in the Notice.

8.4 Additional information

Resolution 10 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 10.

9. Resolution 11 - Approval of issue of Advisor Options

9.1 General

The Company has engaged Oakley Capital Partners Pty Limited (**Advisor**) as advisor to the Company to provide ongoing business development support and marketing of EdenShield and the Company's North American marketing strategy.

In consideration for the services provided by the Advisors, the Company has agreed to issue 40,000,000 options to the Advisor and its nominees, which are exercisable at \$0.20 each, expiring 15 October 2028 (**Advisor Options**).

The Company and the Advisor entered into an agreement dated 18 May 2026 in respect of the Advisor Options (**Advisory Options Agreement**), pursuant to which 30,000,000 of the 40,000,000 Advisor Options will be allocated to the Advisor, with the Advisor to subsequently

complete transfers of part of its allocation to third parties as required (none of whom will be a related party of the Company), and the remaining 10,000,000 Advisor Options will be issued to 7 Enterprises Pty Ltd as nominee of the Advisor. No monetary consideration is payable to the Advisors in addition to the Advisor Options. There are no other material terms of the Advisory Options Agreement.

Resolution 11 seeks Shareholder approval pursuant to Listing Rule 7.1 for the issue of the Advisor Options.

9.2 **Listing Rule 7.1**

A summary of Listing Rule 7.1 is in Section 3.2 above.

The proposed issue of 40,000,000 Advisor Options does not fall within any of the exceptions to Listing Rule 7.1 and, having regard to the issues which have previously been made by the Company as referred to in Resolutions 2(a)-(b), Resolution 3 and Resolution 4, cannot be made without exceeding the 15% limit in Listing Rule 7.1. It therefore requires the approval of Shareholders under Listing Rule 7.1.

If Resolution 11 is passed, the Company will be able to proceed with the issue of 40,000,000 Advisor Options. In addition, the issue of these Advisor Options will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, therefore not reducing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the issue date.

If Resolution 11 is not passed, the Company will not be able to proceed with the issue of the Advisor Options and will have to consider alternative remuneration arrangements to pay the Advisors in lieu of providing the Advisor Options.

9.3 **Specific information required by Listing Rule 7.3**

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

- (a) The Advisor Options will be issued to the following parties: 30,000,000 Advisor Options to Oakley Capital Partners Pty Limited (of which 16,805,555 Advisor Options will be held for subsequent transfer to third parties as required in accordance with the Advisory Options Agreement referred to in Section 9.1, none of whom will be a Material Investor or related party of the Company); and 10,000,000 Advisor Options to 7 Enterprises Pty Ltd. Oakley Capital Partners Pty Limited is classified as a Material Investor of the Company. 7 Enterprises Pty Ltd is not a related party or Material Investor of the Company.
- (b) 40,000,000 Advisor Options will be issued.
- (c) The Advisor Options are exercisable at \$0.20 each, will expire on 15 October 2028, and will otherwise be subject to the terms and conditions in Schedule 2
- (d) These Advisor Options will be issued no later than 3 months after the date of the Meeting.
- (e) The number of Advisor Options were negotiated and agreed with the Advisors to form the consideration and incentive for the performance of advisory services, The Advisor

Options will be issued for nil cash consideration. Accordingly, no funds will be raised from the issue of the Advisor Options.

- (f) There are no other material terms to the agreement for the issue of the Advisor Options.
- (g) A voting exclusion statement is included in the Notice.

9.4 Additional information

Resolution 11 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 11.

10. Resolution 12 - Approval to issue Managing Director Performance Rights

10.1 General

Dr Allan Larsen was appointed as Managing Director of the Company on 8 February 2026 as announced to the ASX. In order to incentivise Dr Larsen's performance, the Board of the Company agreed (with Dr Larsen excluded) to offer a package of incentive performance rights on the following terms and conditions (**Managing Director Performance Rights**):

Tranche	No. of Director Performance Rights	Vesting Conditions	Expiry Date
A	7,000,000	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 \$0.15 within 1 year from issue date	3 years from date of issue
B	7,000,000	Performance Rights will vest upon the Company achieving a 20-Day VWAP of Shares of at least \$0.19 within 2 years from issue date	3 years from date of issue
C	7,000,000	Performance Rights will vest upon the Company achieving a 20-Day VWAP of Shares of at least \$0.24 within 3 years from issue date	3 years from date of issue

Refer to Schedule 4 for a summary of the Managing Director Performance Rights

The Company is in an important stage of development with significant opportunities and challenges in both the near and long-term, and the proposed issue of the Managing Director Performance Rights aims to align the efforts of the Managing Director in seeking to commercialise the Company's products and technology and in the creation of Shareholder value.

The Board believes that the issue of these Managing Director Performance Rights will further align the interests of the Managing Director with those of the Company and its Shareholders. In addition, the Board also believes that incentivising and remunerating with performance rights is a prudent means of conserving the Company's available cash reserves. The Board believes it is important to offer these performance rights to continue to maintain its highly experienced and qualified Managing Director executive in a competitive market.

Resolution 12 seeks Shareholder approval pursuant to Listing Rule 10.14 and section 195(4) of the Corporations Act for the issue of Managing Director Performance Rights to Dr Allan Larsen (or his respective nominee) under the Company's Employee Securities Incentive Plan.

10.2 **Listing Rule 10.14**

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

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

Dr Allan Larsen is a Director of the Company and therefore falls within the category stipulated by Listing Rule 10.14.1.

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

The effect of Shareholders passing Resolution 12 will be to allow the Company to issue the Managing Director Performance Rights to Dr Allan Larsen (or his nominee).

If Resolution 12 is not passed, the Company will not be able to proceed with the issue of the Managing Director Performance Rights, and the Company will have to consider alternative commercial means to incentivise its Managing Director.

10.3 **Specific information required by Listing Rule 10.15**

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

- (a) The Managing Director Performance Rights will be issued under the Employee Securities Incentive Plan to Dr Allan Larsen (or his nominee).
- (b) Dr Allan Larsen is a Director of the Company and therefore fall within the category stipulated by Listing Rule 10.14.1.

In the event the Director Performance Rights are issued to a nominee of Dr Allan Larsen, that person will fall into the category stipulated by Listing Rule 10.14.2.

- (c) 21,000,000 Director Performance Rights will be issued to Dr Allan Larsen (or his nominee).
- (d) The current total annual remuneration packages for Dr Allan Larsen at the date of this Notice (not including the Director Performance Rights proposed to be issued) is \$400,000 per annum, with no superannuation entitlement.

- (e) No Equity Securities have been previously issued under the Company's Employee Securities Incentive Plan since it was adopted at the previous Annual General Meeting of the Company held on 28 November 2025.
- (f) The Managing Director Performance Rights will be issued on the terms and conditions set out in Schedule 3.
- (g) The valuation of the Managing Director Performance Rights as conducted by Company's management, who the Company believes has the necessary experience and competency to perform the valuation, is summarised below. The detailed overview of the valuation is in Schedule 4.

Tranche	Performance Rights	Valuation
A	7,000,000	\$994,000
B	7,000,000	\$959,000
C	7,000,000	\$952,000
Total	21,000,000	\$2,905,000

- (h) The Company is issuing the Managing Director Performance Rights as a cost effective, non-cash measure of remunerating and incentivising the Managing Director. The Board believes that the grant of the Managing Director Performance Rights:
 - (i) will further align the interests of the Managing Director with those of Shareholders;
 - (ii) is a reasonable and appropriate method to provide cost-effective remuneration as the non-cash form of this benefit will allow 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 the Managing Director; and
 - (iii) the Company does not consider that there are any opportunity costs to the Company or benefits foregone by the Company in issuing the Managing Director Performance Rights on the terms proposed.
- (i) The Managing Director Performance Rights will be issued to Dr Allan Larsen (or his nominee) as soon as practicable following the Meeting and in any event not later than three years after the Meeting.
- (j) The Managing Director Performance Rights will be issued for nil cash consideration and will be provided as an incentive component to the Managing Director's remuneration package.
- (k) A summary of the material terms of the Company's Employee Securities Incentive Plan is provided in Schedule 5.
- (l) No loan will be provided in relation to the issue of the Managing Director Performance Rights.
- (m) Details of any Securities issued under the Company's Employee Securities Incentive Plan will be published in the annual report of the Company relating to a period in

which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14.

- (n) Any additional persons covered by Listing Rule 10.14 who become entitled to participate in the Company's Employee Securities Incentive Plan after Resolution 12 is approved and who were not named in this Resolution 12 will not participate until approval is obtained under Listing Rule 10.14.
- (o) A voting exclusion statement is included in the Notice.

10.4 **Chapter 2E of the Corporations Act**

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

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

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

The proposed issue of the Managing Director Performance Rights to Dr Allan Larsen constitutes giving a financial benefit to a related party of the Company.

The Directors (other than Allan Larsen who has a personal interest in the outcome of this Resolution 12), consider that the grant of the Managing Director Performance Rights falls within the reasonable remuneration exception under section 211 of the Corporations Act and accordingly Shareholder approval under section 208 of the Corporations Act is not required.

10.5 **Board recommendation**

Resolution 12 is an ordinary resolution.

The Board (other than Allan Larsen who has a personal interest in the outcome of this Resolution) recommends that Shareholders vote in favour of Resolution 12.

11. **Resolution 13 – Approval of issue of Consultant Securities**

11.1 **General**

The Company has engaged Antanas Guoga as a consultant of the Company in the role of Head of EdenShield – Europe, being responsible for growth and development of EdenShield in Europe.

In consideration for the services provided by the Consultant, the Company has agreed to issue securities to Mr Guoga or his nominee, comprising:-

- 10,000,000 unlisted options exercisable at \$0.25 each, expiring 3 years from issue;
- 8,333,333 unlisted options exercisable at \$0.35 each, expiring 4 years from issue, vesting upon the Company achieving a volume weighted average share price of at least \$0.50 over

20 consecutive trading days, or a material offtake or partnership agreement being entered into with a European government (as determined by the Company Board);

- 8,333,333 unlisted options exercisable at \$0.35 each, expiring 4 years from issue, vesting upon the Company achieving a volume weighted average share price of at least \$0.60 over 20 consecutive trading days, or a material offtake or partnership agreement being entered into with a European government (as determined by the Company Board);
- 8,333,334 unlisted options exercisable at \$0.35 each, expiring 4 years from issue, vesting upon the Company achieving a volume weighted average share price of at least \$0.70 over 20 consecutive trading days, or a material offtake or partnership agreement being entered into with a European government (as determined by the Company Board);

(together, **Antanas Consultant Options**)

- 5,000,000 Performance Rights, expiring 5 years from issue, vesting and exercisable to fully paid ordinary shares (1 for 1 basis) upon generation of revenue of a minimum \$15 million (in accordance with IFRS accounting standards) from a profit making project or transaction introduced by the consultant prior to expiry date (**Antanas Consultant Rights**).

(together with the Antanas Consultant Options, the **Consultant Securities**)

Resolution 13 seeks Shareholder approval pursuant to Listing Rule 7.1 for the issue of the Consultant Securities comprising the Antanas Consultant Options and Antanas Consultant Rights.

The Antanas Consultant Options will be issued on the terms and conditions set out in Schedule 2 and the Antanas Consultant Rights will be issued on the terms and conditions set out in Schedule 6. As the Consultant Securities are to be issued for nil cash consideration, an indicative valuation of the Consultant Securities is set out in Schedule 7.

11.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is in Section 3.2 above.

The proposed issue of a total of 40,000,000 Consultant Securities does not fall within any of the exceptions to Listing Rule 7.1 and, having regard to the issues which have previously been made by the Company as referred to in Resolutions 2(a)-(b), Resolution 3 and Resolution 4, cannot be made without exceeding the 15% limit in Listing Rule 7.1. It therefore requires the approval of Shareholders under Listing Rule 7.1.

If Resolution 13 is passed, the Company will be able to proceed with the issue of a total of 40,000,000 Consultant Securities. In addition, the issue of these Consultant Securities will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, therefore not reducing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the issue date.

If Resolution 13 is not passed, the Company will not be able to proceed with the issue of the Consultant Securities and will have to consider alternative remuneration arrangements to pay the Consultant in lieu of providing the Consultant Securities.

11.3 Specific information required by Listing Rule 7.3

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

- (a) The Consultant Securities will be issued to Antanas Guoga (or his nominee), who is not a Material Investor of the Company.
- (b) A total of 40,000,000 Consultant Securities will be issued, comprised of:-
 - (a) 35,000,000 Antanas Consultant Options; and
 - (b) 5,000,000 Antanas Consultant Rights.
- (c) The Antanas Consultant Options will all be issued at the same time, but are comprised of four tranches (with different exercise prices, expiry dates and vesting conditions), which are exercisable as outlined at Section 11.1 and expire 3 years (Tranche 1) or 4 years (Tranches 2 to 4) from their issue date, and will otherwise be subject to the terms and conditions in Schedule 2
- (d) These Consultant Options are intended to be issued in the days following the Meeting, and in any case will be issued no later than 3 months after the date of the Meeting.
- (e) The number of Consultant Securities was negotiated with the Consultant and the Consultant Securities are intended to form part of the consideration for the performance of the consultancy services and an incentive for future performance. The Consultant Securities will be issued for nil cash consideration. Accordingly, no funds will be raised from the issue of the Consultant Securities.
- (f) There are no other material terms to the agreement for the issue of the Consultant Securities.
- (g) A voting exclusion statement is included in the Notice.

11.4 Additional information

Resolution 13 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 13.

Schedule 1 Definitions

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

\$ or A\$	means Australian Dollars.
7 Enterprises	has the meaning given in Section 4.1.
Advisors	has the meaning given in Section 9.1.
Advisor Options	has the meaning given in Section 9.2.
Antanas Consultant Options	has the meaning given in Section 11.1.
Antanas Consultant Rights	has the meaning given in Section 11.1.
AWST	means Australian Western Standard Time, being the time in Perth, Western Australia.
ASIC	means the Australian Securities and Investments Commission.
ASX	means the ASX Limited (ABN 98 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.
Board	means the board of Directors.
Chair	means the person appointed to chair the Meeting of the Company convened by the Notice.
Company	means Eden Innovations Ltd (ACN 109 200 900).
Constitution	means the constitution of the Company, as amended.
Consultant	has the meaning given in Section 8.1.
Consultant Options	has the meaning given in Section 8.1.
Consultant Securities	has the meaning given in Section 11.1.
Convertible Loan Fee Options	has the meaning given in Section 4.1.
Convertible Loan Shares	has the meaning given in Section 4.1.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth), as amended.
Director	means a director of the Company.
Director Loans	has the meaning given in Section 7.1.
Director Shares	has the meaning given in Section 7.1.

Directors' Report	means the annual directors' report prepared under Chapter 2M of the Corporations Act for the Company and its controlled entities.
Employee Securities Incentive Plan	means the plan, of same name, which was adopted at the Company's annual general meeting on 28 November 2025.
Equity Security	has the same meaning as in the Listing Rules.
Explanatory Memorandum	means the explanatory memorandum which forms part of the Notice.
February 2026 Announcement	has the meaning given in Section 7.1.
Key Management Personnel	has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any Director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.
Lead Manager	has the meaning given in Section 3.1.
Lead Manager Agreement	has the meaning given in Section 6.1.
Lead Manager Options	has the meaning given in Section 3.1.
Listing Rules	means the listing rules of ASX.
Leaver	has the meaning given under the Plan.
Material Investor	means, in relation to the Company: (a) a related party; (b) Key Management Personnel; (c) a substantial Shareholder; (d) an advisor; or (e) an associate of the above, who received or will receive Securities in the Company which constitute more than 1% of the Company's anticipated capital structure at the time of issue.
Meeting	has the meaning given in the introductory paragraph of the Notice.
Managing Director Performance Rights	has the meaning in Section 10.1.
Notice	means this notice of general meeting.

Official List	means the official list of the ASX.
Option	means a right, subject to certain terms and conditions, to acquire a Share, and includes the Convertible Loan Fee Options, the Placement Options, the Lead Manager Options, the Consultant Options, the Advisor Options and the Antanas Consultant Options the subject of the Resolutions.
Placement	has the meaning given in Section 3.1.
Placement Options	has the meaning given in Section 3.1.
Placement Shares	has the meaning given in Section 3.1.
Placement Subscribers	means the sophisticated and professional investors referred to in Section 3.3(a) who participated in the Placement
Proxy Form	means the proxy form attached to the Notice.
Resolution	means a resolution referred to in the Notice.
Schedule	means a schedule to the Notice.
Section	means a section of the Explanatory Memorandum.
Securities	means any Equity Securities of the Company (including Shares, Options and/or Performance Rights).
Share	means a fully paid ordinary share in the capital of the Company.
Shareholder	means the holder of a Share.
T1 Issue Date	has the meaning given in Section 3.1.
T2 Issue Date	has the meaning given in Section 3.1.
Tranche 1 Placement Shares	has the meaning given in Section 3.1.
Tranche 2 Placement Shares	has the meaning given in Section 3.1.
VWAP	means volume weighted average price.

Schedule 2 Terms and conditions of Placement Options, Consultant Options, Advisor Options, Lead Manager Options and Antanas Consultant Options

The terms and conditions of the Placement Options, Consultant Options, Advisor Options, Lead Manager Options and Antanas Consultant Options (in this Schedule, referred to as Options) are as follows:

The Options will be issued in the following series, which (other than as to the number issued, exercise price, expiry date and vesting conditions set out below) are on identical terms and conditions:

Options	Number	Exercise Price	Expiry Date	Vesting Conditions
Placement Options (Resolution 5)	11,250,000	\$0.20	15 October 2028	Nil
Lead Manager Options (Resolution 6)	20,000,000	\$0.20	15 October 2028	Nil
Consultant Options – Tranche 1 (Resolution 10)	1,000,000	\$0.20	24 months from issue	Vesting upon the Company achieving a volume weighted average share price of at least \$0.30 over 30 consecutive trading days
Consultant Options – Tranche 2 (Resolution 10)	1,000,000	\$0.30	24 months from issue	Vesting upon the Company achieving a volume weighted average share price of at least \$0.45 over 30 consecutive trading days
Consultant Options – Tranche 3 (Resolution 10)	1,000,000	\$0.40	24 months from issue	Vesting upon the Company achieving a volume weighted average share price of at least \$0.60 over 30 consecutive trading days
Advisor Options (Resolution 11)	40,000,000	\$0.20	15 October 2028	Nil
Antanas Consultant Options – Tranche 1 (Resolution 13)	10,000,000	\$0.25	3 years from issue	Nil
Antanas Consultant Options – Tranche 2 (Resolution 13)	8,333,333	\$0.35	4 years from issue	Vesting upon the Company achieving a volume weighted average share price of at least \$0.50 over 20 consecutive trading days, or a material offtake or partnership agreement being entered into with a European government (as determined by the Board)

Antanas Consultant Options – Tranche 3 (Resolution 13)	8,333,333	\$0.35	4 years from issue	Vesting upon the Company achieving a volume weighted average share price of at least \$0.60 over 20 consecutive trading days, or a material offtake or partnership agreement being entered into with a European government (as determined by the Board)
Antanas Consultant Options – Tranche 4 (Resolution 13)	8,333,334	\$0.35	4 years from issue	Vesting upon the Company achieving a volume weighted average share price of at least \$0.70 over 20 consecutive trading days, or a material offtake or partnership agreement being entered into with a European government (as determined by the Board)

1. **(Entitlement):** Each Option entitles the holder to subscribe for one Share upon exercise of the Option.

(Exercise Price): The amount payable upon exercise of each Option is set out in the table above and in the relevant section of the Explanatory Memorandum dealing with the issue, or proposed issue, of that Option (**Exercise Price**).
2. **(Expiry Date):** Each Option will expire at 5:00pm (AWST) on the expiry date for that Option as set out in the table above and in the relevant section of the Explanatory Memorandum dealing with the issue, or proposed issue, of that Options (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
3. **(Exercise Period):** Subject to any vesting condition applicable to an Option (see the table above and the paragraph headed (Vesting) below), the Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).
4. **(Quotation):** The Options will not be quoted on the ASX. The Company may, in its sole and absolute discretion, apply for quotation of the Options on ASX in the future subject to the satisfaction of all Listing Rule requirements.
5. **(Notice of Exercise):** The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.
6. **(Exercise Date):** A Notice of Exercise is only effective on and from the later of 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**).
7. **(Timing of issue of Shares on exercise):** Within 5 Business Days after the Exercise Date the Company will, subject to paragraphs 8 and 10:

- (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, if applicable, cleared funds have been received by the Company;
 - (b) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act.
- 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, Shares issued on exercise of the Options may not be traded 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.
- 9. **(Shares issued on exercise):** Shares issued on exercise of the Options rank equally with the then issued shares of the Company.
- 10. **(Takeovers prohibition):** The issue of Shares on exercise of the Options is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act.
- 11. **(Reconstruction of capital):** If at any time the issued capital of the Company is reconstructed, all rights of an Option holder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules 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, the rights of the Option holder will be varied in accordance with the Listing Rules.
- 16. **(Change in exercise price):** An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.
- 17. **(Adjustment for bonus issue):** If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):
 - (a) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Option holder would have received if the Option holder had exercised the Option before the record date for the bonus issue; and
 - (b) no change will be made to the Exercise Price.
- 18. **(Voting rights):** The Options do not confer any right to vote at meetings of members of the Company, except as required by law, during the currency of the Options without first exercising the Options.

19. **(Amendments required by ASX)** The terms of the Options may be amended as considered necessary by the Board in order to comply with the Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the holder are not diminished or terminated.
20. **(Constitution):** Upon the issue of Shares on exercise of the Options, the holder agrees to be bound by the Company's Constitution
21. **(Vesting):** Where the table above specifies a vesting condition in respect of an Option, that Option will not vest, and may not be exercised, unless and until that vesting condition has been satisfied. The Company will notify the holder in writing as soon as practicable after the relevant vesting condition has been satisfied. Any Option which has not vested on or before the Expiry Date will automatically lapse on the Expiry Date. Options for which no vesting condition is specified will be exercisable at any time during the Exercise Period.
22. **(Notices):** Notices may be served by the Company on an Option holder in the manner prescribed by the Constitution for the service of notices on Shareholders, and the relevant provisions of the Constitution apply with all necessary modifications to notices to Option holders.

Schedule 3 Terms and conditions of the Managing Director Performance Rights

The terms and conditions of the Managing Director Performance Rights (hereinafter referred to as **Performance Rights**) are as follows:

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. **(Issue Price)**: The Performance Rights are issued for nil cash consideration.
3. **(Vesting Conditions)**: Subject to the terms and conditions set out below, the Performance Rights will have the vesting conditions (**Vesting Condition**) specified below:

Tranche	No. of Performance Rights	Vesting Conditions	Expiry Date
A	7,000,000	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 \$0.15 within 1 year from issue date	3 years from date of issue
B	7,000,000	Performance Rights will vest upon the Company achieving a 20-Day VWAP of Shares of at least \$0.19 within 2 years from issue date	3 years from date of issue
C	7,000,000	Performance Rights will vest upon the Company achieving a 20-Day VWAP of Shares of at least \$0.24 within 3 years from issue date	3 years from date of issue

4. **(Vesting)**: Subject to the satisfaction of the relevant Vesting Condition, the Company will notify the Holder in writing (**Vesting Notice**) that a Vesting Condition has been satisfied.
5. **(Expiry Date)**: The Performance Rights will expire and lapse on the first to occur of the following:
 - (a) the relevant Vesting Conditions becoming incapable of satisfaction as determined by the Board in its discretion; and
 - (b) 5.00pm (AWST) on the date which is 3 years after the date of issue of the Performance Rights,**(Expiry Date)**.
6. **(Exercise)**: At any time between receipt of a Vesting Notice and the Expiry Date (as defined in clause 5 above), the holder may apply to exercise Performance Rights, by delivering a signed notice of exercise to the Company Secretary. The holder is not required to pay a fee to exercise the Performance Rights.

7. **(Issue of Shares):** As soon as practicable after the valid exercise of a vested Performance Right and no later than five (5) business days after exercise, the Company will:
 - (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;
 - (b) issue a substitute Certificate for any remaining unexercised Performance Rights held by the holder;
 - (c) if required, and subject to clause 8, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
 - (d) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.
8. **(Restrictions on transfer of Shares):** If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.
9. **(Ranking):** All Shares issued upon the conversion of Performance Rights will upon issue rank equally in all respects with other Shares.
10. **(Transferability of the Performance Rights):** The Performance Rights are not transferable, except in exceptional circumstances under the Plan.
11. **(Leaver):** Where the holder ceases to be an Eligible Participant all unvested Performance Rights will be dealt with in accordance with the terms of the Plan, whereby the Board will determine to either permit some or all of the Performance Rights to vest or determine that the unvested Performance Rights be forfeited by the holder. Subject to the “approval of potential termination benefits under the Plan subject to Shareholder approval pursuant to Resolution 13, the Board may elect to accelerate the vesting of a Leaver’s performance rights in accordance with the Plan without further amendments to the terms of the Performance Rights.
12. **(Change of Control):** If a Change of Control Event occurs (as defined in the Plan), or the Board determines that such an event is likely to occur, any unvested Performance Rights will automatically vest.
13. **(Dividend rights):** A Performance Right does not entitle the holder to any dividends.
14. **(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.
15. **(Quotation of the Performance Rights):** The Company will not apply for quotation of the Performance Rights on any securities exchange.

16. **(Adjustments for reorganisation):** If there is any reorganisation of the issued share capital of the Company, the rights of the Performance Rights holder will be varied in accordance with the Listing Rules.
17. **(Entitlements and bonus issues):** Holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.
18. **(Bonus issues):** If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment), the number of Shares which must be issued on the exercise of a vested Performance Right will be increased by the number of Shares which the holder would have received if the holder had exercised the Performance Right before the record date for the bonus issue.
19. **(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.
20. **(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.
21. **(Takeovers prohibition):**
 - (a) the issue of Shares on exercise of the Performance Rights is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and
 - (b) the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Performance Rights.
22. **(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.
23. **(Amendments required by ASX):** The terms of the Performance Rights may be amended as considered necessary by the Board in order to comply with the ASX Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the holder are not diminished or terminated.
24. **(Plan):** The Performance Rights are issued pursuant to and are subject to the Plan. In the event of conflict between a provision of these terms and conditions and the Plan, these terms and conditions prevail to the extent of that conflict.
25. **(Constitution):** Upon the issue of the Shares on exercise of the Performance Rights, the holder will be bound by the Company's Constitution.

Schedule 4 Valuation of the Managing Director Performance Rights

The Managing Director Performance Rights to be issued to the Managing Director pursuant to Resolution 12 have been valued by internal management using the Monte Carlo Method for performance rights with share price hurdles and based on the assumptions set out below, the Managing Director Performance Rights were ascribed the following value:

Assumptions	Tranche A	Tranche B	Tranche C
Valuation date	23 June 2026	23 June 2026	23 June 2026
Market price of Shares	\$0.13	\$0.13	\$0.13
Target Price	\$0.15	\$0.19	\$0.24
Expiry date (length of time from issue)	3 years (vesting hurdle to be achieved within 1 year of issue)	3 years (vesting hurdle to be achieved within 2 years of issue)	3 years (vesting hurdle to be achieved within 3 years of issue)
Risk free interest rate	3.75%	3.75%	3.75%
Volatility (discount)	100%	100%	100%
Indicative value per Managing Director Performance Right (rounded)	\$0.115	\$0.115	\$0.114

Director	Tranche A		Tranche B		Tranche C		TOTAL	
	Number	Valuation	Number	Valuation	Number	Valuation	Number	Valuation
Allan Larsen	7,000,000	\$805,000	7,000,000	\$805,000	7,000,000	\$798,000	21,000,000	\$2,408,000

Schedule 5 - Summary of material terms of Employee Securities Incentive Plan

The following is a summary of the material terms and conditions of the Company's Employee Securities Incentive Plan (**Plan**):

1. **(Eligible Participant):** Eligible Participant means a person that has been determined by the Board to be eligible to participate in the Plan from time to time and is an "ESS participant" (as that term is defined in Division 1A) in relation to the Company or an associated entity of the Company. This relevantly includes, amongst others:
 - (a) an employee or director of the Company or an individual who provides services to the Company;
 - (b) an employee or director of an associated entity of the Company or an individual who provides services to such an associated entity;
 - (c) a prospective person to whom paragraphs (a) or (b) apply;
 - (d) a person prescribed by the relevant regulations for such purposes; or
 - (e) certain related persons on behalf of the participants described in paragraphs (a) to (d) (inclusive).
2. **(Maximum allocation)** The Company must not make an offer of Securities under the Plan in respect of which monetary consideration is payable (either upfront, or on exercise of convertible securities) where:
 - (a) the total number of Plan Shares (as defined in paragraph 13 below) that may be issued or acquired upon exercise of the convertible securities offered; plus
 - (b) the total number of Plan Shares issued or that may be issued as a result of offers made under the Plan at any time during the previous 3-year period,would exceed 5% of the total number of Shares on issue at the date of the offer or such other limit as may be specified by the relevant regulations or the Company's Constitution from time to time.

The maximum number of equity securities proposed to be issued under the Plan for the purposes of Listing Rule 7.2, Exception 13 will be as approved by Shareholders from time to time (**ASX Limit**). This means that, subject to the following paragraph, the Company may issue up to the ASX Limit under the Plan without seeking Shareholder approval and without reducing its placement capacity under Listing Rule 7.1.

The Company will require prior Shareholder approval for the acquisition of equity securities under the Plan to Directors, their associates and any other person whose relationship with the Company or a Director or a Director's associate is such that, in ASX's opinion, the acquisition should be approved by Shareholders.
3. **(Purpose):** The purpose of the Plan is to:
 - (a) assist in the reward, retention and motivation of Eligible Participants;
 - (b) link the reward of Eligible Participants to Shareholder value creation; and

- (c) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Securities.
- 4. **(Plan administration):** The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion, subject to compliance with applicable laws and the Listing Rules. The Board may delegate its powers and discretion.
- 5. **(Eligibility, invitation and application):** The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for Securities on such terms and conditions as the Board decides. An invitation issued under the Plan will comply with the disclosure obligations pursuant to Division 1A.

On receipt of an invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation. A waiting period of at least 14 days will apply to acquisitions of Securities for monetary consideration as required by the provisions of Division 1A.

- 6. **(Grant of Securities):** The Company will, to the extent that it has accepted a duly completed application, grant the successful applicant (**Participant**) the relevant number of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.
- 7. **(Terms of Convertible Securities):** Each 'Convertible Security' represents a right to acquire one or more Shares (for example, under an option or performance right), subject to the terms and conditions of the Plan.

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

- 8. **(Vesting of Convertible Securities):** Any vesting conditions applicable to the grant of Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that Convertible Security will lapse.
- 9. **(Exercise of Convertible Securities and cashless exercise):** To exercise a Convertible Security, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Convertible Securities (see below), pay the exercise price (if any) to or as directed by the Company, at any time prior to the earlier of any date specified in the vesting notice and the expiry date as set out in the invitation.

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

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

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

10. **(Delivery of Shares on exercise of Convertible Securities):** As soon as practicable after the valid exercise of a Convertible Security by a Participant, and no later than five (5) business days after exercise, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.
11. **(Forfeiture of Convertible Securities):** Where a Participant who holds Convertible Securities ceases to be an Eligible Participant or becomes insolvent, all unvested Convertible Securities will automatically be forfeited by the Participant, unless the Board otherwise determines in its discretion to permit some or all of the Convertible Securities to vest.

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

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

- (a) any Convertible Securities which have not yet vested will be forfeited immediately on the date that the Board determines (acting reasonably and in good faith) that any applicable vesting conditions have not been met or cannot be met by the relevant date; and
 - (b) any Convertible Securities which have not yet vested will be automatically forfeited on the expiry date specified in the invitation.
12. **(Change of control):** If a change of control event occurs in relation to the Company, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the Participant's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the Participant to participate in and/or benefit from any transaction arising from or in connection with the change of control event.
13. **(Rights attaching to Plan Shares):** All Shares issued under the Plan, or issued or transferred to a Participant upon the valid exercise of a Convertible Security, **(Plan Shares)** will rank pari passu in all respects with the Shares of the same class. A Participant will be entitled to any dividends declared and distributed by the Company on the Plan Shares and may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares. A Participant may exercise any voting rights attaching to Plan Shares.

14. **(Disposal restrictions on Securities):** If the invitation provides that any Plan Shares or Convertible Securities are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.
15. **(Adjustment of Convertible Securities):** If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.

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

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

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

No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Participant as they existed before the date of the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Participants.

18. **(Plan duration):** The Plan continues in operation until the Board decides to end it. The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely, and may end any suspension. If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Participants.

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.

Schedule 6 - Terms and conditions of the Antanas Consultant Rights

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

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) upon exercise.
2. **(Issue Price)**: The Performance Rights are issued for nil cash consideration and no amount is payable on exercise of a vested Performance Right.
3. **(Vesting Condition)**: The Performance Rights will vest upon generation of revenue of a minimum \$15 million (in accordance with IFRS accounting standards) from a profit making project or transaction introduced by the consultant prior to the Expiry Date, as determined by the Board (Vesting Condition).
4. **(Vesting)**: Subject to the satisfaction of the Vesting Condition, the Company will notify the holder in writing (Vesting Notice) that the Vesting Condition has been satisfied.
5. **(Expiry Date)**: The Performance Rights will expire and lapse on the first to occur of: (a) the Vesting Condition becoming incapable of satisfaction, as determined by the Board in its discretion; and (b) 5.00pm (AWST) on the date which is 5 years after the date of issue of the Performance Rights (Expiry Date).
6. **(Exercise)**: At any time between receipt of a Vesting Notice and the Expiry Date, the holder may exercise vested Performance Rights by delivering a signed notice of exercise to the Company.
7. **(Issue of Shares)**: As soon as practicable after the valid exercise of a vested Performance Right, and in any event no later than five (5) business days after exercise, the Company will: (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled; (b) issue a substitute certificate for any remaining unexercised Performance Rights held by the holder; (c) if required, and subject to the paragraph below, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and (d) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.
8. **(Restrictions on transfer of Shares)**: If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that the Shares issued on exercise of the Performance Rights are freely tradeable, the Shares may not be traded for 12 months after their issue unless the Company, at its sole discretion, elects to issue a disclosure document and takes such other steps as are required to ensure the Shares can be traded.
9. **(Ranking)**: All Shares issued upon the exercise of vested Performance Rights will upon issue rank equally in all respects with the then issued Shares.
10. **(Transferability)**: The Performance Rights are not transferable without the prior written consent of the Board.
11. **(Dividend rights)**: A Performance Right does not entitle the holder to any dividends.

12. **(Voting rights):** A Performance Right does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the Listing Rules where such rights cannot be excluded.
13. **(Quotation):** The Company will not apply for quotation of the Performance Rights on any securities exchange.
14. **(Adjustments for reorganisation):** If there is any reorganisation of the issued share capital of the Company, the rights of the Performance Rights holder will be varied in accordance with the Listing Rules.
15. **(Participation in new issues):** There are no participation rights or entitlements inherent in the Performance Rights and the holder will not be entitled to participate in new issues of capital offered to Shareholders, such as bonus issues and entitlement issues, without exercising vested Performance Rights.
16. **(Bonus issues):** If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment), the number of Shares which must be issued on exercise of a vested Performance Right will be increased by the number of Shares which the holder would have received if the holder had exercised the Performance Right before the record date for the bonus issue.
17. **(Return of capital rights):** The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
18. **(Rights on winding up):** The Performance Rights do not confer any right to participate in the surplus profits or assets of the Company upon a winding up of the Company.
19. **(Takeovers prohibition):** The issue of Shares on exercise of the Performance Rights is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act, and the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Performance Rights.
20. **(No other rights):** A Performance Right does not give a holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
21. **(Amendments required by ASX):** The terms of the Performance Rights may be amended as considered necessary by the Board in order to comply with the Listing Rules, or any directions of ASX regarding the terms, provided that the amendment does not materially reduce the rights of the holder.
22. **(Notices):** Notices may be served by the Company on the holder of Performance Rights in the manner prescribed by the Constitution for the service of notices on Shareholders, and the relevant provisions of the Constitution apply with all necessary modifications to notices to the holder.
23. **(Constitution):** Upon the issue of Shares on exercise of vested Performance Rights, the holder will be bound by the Company's Constitution.

Schedule 7 - Indicative valuation of Options and Antanas Consultant Rights

The Lead Manager Options, Consultant Options, Advisor Options and Antanas Consultant Options (together, in this Schedule, the **Options**) and the Antanas Consultant Rights are to be issued for nil cash consideration. The Options have been valued by the Company's management using the Black-Scholes option pricing model, and the Antanas Consultant Rights have been ascribed a value equal to the market price of the underlying Share, in each case based on the assumptions set out below. No discount has been applied for the probability of any vesting condition being satisfied, which the Company considers to be a conservative approach.

The valuations below are indicative only and have been prepared on the following assumptions: valuation date of 23 June 2026; market price of Shares of \$0.13; volatility of 100%; risk-free interest rate of 3.75% per annum; no dividends.

Security	Number	Exercise Price	Expiry	Indicative value per security	Indicative total value
Lead Manager Options (Resolution 6)	20,000,000	\$0.20	15 October 2028	\$0.062	\$1,240,000
Consultant Options – Tranche 1 (Resolution 10)	1,000,000	\$0.20	24 months from issue	\$0.057	\$57,000
Consultant Options – Tranche 2 (Resolution 10)	1,000,000	\$0.30	24 months from issue	\$0.044	\$44,000
Consultant Options – Tranche 3 (Resolution 10)	1,000,000	\$0.40	24 months from issue	\$0.036	\$36,000
Advisor Options (Resolution 11)	40,000,000	\$0.20	15 October 2028	\$0.062	\$2,480,000
Antanas Consultant Options – Tranche 1 (Resolution 13)	10,000,000	\$0.25	3 years from issue	\$0.066	\$660,000
Antanas Consultant Options – Tranche 2 (Resolution 13)	8,333,333	\$0.35	4 years from issue	\$0.070	\$583,333
Antanas Consultant Options – Tranche 3 (Resolution 13)	8,333,333	\$0.35	4 years from issue	\$0.070	\$583,333
Antanas Consultant Options – Tranche 4 (Resolution 13)	8,333,334	\$0.35	4 years from issue	\$0.070	\$583,334
Antanas Consultant Rights (Resolution 13)	5,000,000	Nil	5 years from issue	\$0.130	\$650,000
Total	103,000,000				\$6,917,000

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Proxy Voting Form

If you are attending the Meeting in person, please bring this with you for Securityholder registration.

Your proxy voting instruction must be received by **11:00am (AWST) on Wednesday, 22 July 2026**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

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

YOUR NAME AND ADDRESS

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

STEP 1 - APPOINT A PROXY

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

DEFAULT TO THE CHAIR OF THE MEETING

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

STEP 2 - VOTES ON ITEMS OF BUSINESS

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

APPOINTMENT OF SECOND PROXY

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

SIGNING INSTRUCTIONS

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

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

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

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

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

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

CORPORATE REPRESENTATIVES

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

Lodging your Proxy Voting Form:

Online

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

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



BY MAIL:

Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:

Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:

meetings@automicgroup.com.au

BY FACSIMILE:

+61 2 8583 3040

All enquiries to Automic:

WEBSITE:

<https://automicgroup.com.au>

PHONE:

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

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