26 June 2026

Dear Shareholder

General Meeting – Notice of Meeting and Proxies

Notice is given that a General Meeting (**Meeting**) of Shareholders of Breakthrough Minerals Limited (ACN 124 408 751) (**Company**) will be held as follows:

Time and date: 10:30am (Perth time) on Tuesday, 28 July 2026

Location: Level 1, 1 Alvan Street Subiaco, Western Australia 6008

<u>Notice of Meeting</u>

In accordance with the *Corporations Act 2001* (Cth) the Company will not be dispatching physical copies of the Notice of Meeting unless individual shareholders have made a valid election to receive documents in hard copy. Instead, the Notice of Meeting and accompanying explanatory statement (**Meeting Materials**) are being made available to shareholders electronically and can be viewed and downloaded from:

- the Company's website at https://breakthroughminerals.com.au/investor-centre/; and
- the ASX market announcements page under the Company's code "BTM".

If you have nominated an email address and have elected to receive electronic communications from the Company, you will also receive an email to your nominated email address with a link to an electronic copy of the Notice of Meeting.

<u>Voting at the Meeting or by proxy</u>

Shareholders are encouraged to vote by lodging a proxy form.

Proxy forms can be lodged:

- **Online:** https://investor.automic.com.au/#/loginsah
- **By mobile:** Scan the QR Code on your Proxy Form and follow the prompts
- **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 fax:** +61 2 8583 3040

Your proxy voting instruction must be received by 10:30am (Perth time) on Sunday, 26 July 2026 being not less than 48 hours before the commencement of the Meeting. Any proxy voting instructions received after that time will not be valid for the Meeting.

The Meeting Materials should be read in their entirety. If shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

Yours sincerely,

Joel Ives
Company Secretary
Breakthrough Minerals Limited

Authorised for release by the Board of Breakthrough Minerals Limited.

E: info@breakthroughminerals.com.au W: www.breakthroughminerals.com.au A: Level 40, 2 Park Street, Sydney NSW 2000

Breakthrough Minerals Limited

ACN 124 408 751

Notice of General Meeting

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

Time and date:	10:30am (AWST) on Tuesday, 28 July 2026
In-person:	Level 1, 1 Alvan Street, Subiaco WA 6008

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 6245 9869.

Shareholders are urged to vote by lodging the Proxy Form

Breakthrough Minerals Limited
ACN 124 408 751
(Company)

Notice of General Meeting

Notice is hereby given that a general meeting of Shareholders of Breakthrough Minerals Limited (**Company**) will be held at Level 1, 1 Alvan Street, Subiaco WA 6008 on Tuesday, 28 July 2026 at 10:30am (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 Sunday, 26 July 2026 at 10:30am (AWST).

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

Agenda

Resolutions

Resolution 1 – Ratification of prior issue of Tranche 1 Placement Shares

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

'*That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 29,411,765 Tranche 1 Placement Shares as follows:*

(a) 12,951,365 Tranche 1 Placement Shares issued under Listing Rule 7.1; and

(b) 16,460,400 Tranche 1 Placement Shares issued under Listing Rule 7.1A,

on the terms and conditions in the Explanatory Memorandum.'

Resolution 2 – Ratification of prior issue of Broker Options

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

'*That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 2,000,000 Broker Options issued to the Lead Manager under Listing Rule 7.1 on the terms and conditions in the Explanatory Memorandum.*'

Resolution 3 – Approval of issue of Director Placement Shares

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

'That, pursuant to and in accordance with Listing Rule 10.11, section 195 of the Corporations Act and for all other purposes, Shareholders approve the issue of up to 882,352 Director Placement Shares to the following Directors (or their respective nominee/s) as follows:

(a) up to 588,235 Director Placement Shares to Graeme Robertson;

*(b)	up to 176,470 Director Placement Shares to Nigel Broomham; and*

*(c)	up to 117,647 Director Placement Shares to William Dix,*

on the terms and conditions in the Explanatory Memorandum.'

Resolution 4 – Approval of issue of Director Performance Rights

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 10.14 and for all other purposes, Shareholders approve the issue of up to 8,250,000 Director Performance Rights to Nigel Broomham (or his nominee) on the terms and conditions in the Explanatory Memorandum.*'

Voting exclusions

Pursuant to the Listing Rules, the Company will disregard any votes cast in favour of the relevant Resolution by or on behalf of the following persons:

Resolution	Disregard any votes cast in favour by or on behalf of:
Resolution 1(a) and Resolution 1(b)	any person who participated in the issue of the Tranche 1 Placement Shares or their respective nominee/s, or any of their respective associates.
Resolution 2	the Lead Manager and any other person who participated in the issue of the Broker Options or their respective nominee/s, or any of their respective associates.
Resolution 3(a)	Mr Graeme Robertson (or his nominee/s), and any other person who will obtain a material benefit as a result of the issue of these Director Placement Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
Resolution 3(b)	Mr Nigel Broomham (or his nominee/s), and any other person who will obtain a material benefit as a result of the issue of these Director Placement Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
Resolution 3(c)	Mr William Dix (or his nominee/s), and any other person who will obtain a material benefit as a result of the issue of these Director Placement Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
Resolution 4	Mr Nigel Broomham (or his nominee/s), and any other person referred to in Listing Rule 10.14.1, 10.14.2, or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates.

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

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

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

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

(i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

(ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting prohibitions

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

Resolution	Disregard any votes cast in favour by or on behalf of:
Resolution 4	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 the relevant resolution if: (a) the proxy is either a member of the Key Management Personnel or a Closely Related Party of such member; and (b) the appointment does not specify the way the proxy is to vote on the relevant resolution. However, the above prohibition does not apply if: (c) the proxy is the Chair; and (d) 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.

BY ORDER OF THE BOARD

Joel Ives
Company Secretary
Breakthrough Minerals Limited
Dated: 23 June 2026

Breakthrough Minerals Limited
ACN 124 408 751
(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 Level 1, 1 Alvan Street, Subiaco WA 6008 on Tuesday, 28 July 2026 at 10:30am (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 Resolutions will be voted.

The Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolutions:

Section 2	Action to be taken by Shareholders
Section 3	Resolution 1 – Ratification of prior issue of Tranche 1 Placement Shares
Section 4	Resolution 2– Ratification of prior issue of Broker Options
Section 5	Resolution 3 – Approval of issue of Director Placement Shares
Section 6	Resolution 4– Approval of issue of Director Performance Rights
Schedule 1	Definitions
Schedule 2	Terms and conditions of Broker Options
Schedule 3	Terms and conditions of Director Performance Rights
Schedule 4	Summary of material terms of the Plan
Schedule 5	Valuation of Director Performance Rights

A Proxy Form is made available with this Notice.

2. Action to be taken by Shareholders

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

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 a corporation

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

2.3 Voting by proxy

A Proxy Form is made available with this Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are invited and encouraged to attend the Meeting or, if they are unable to attend in person, complete 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 available 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.

Your proxy voting instruction must be received by 10:30am (AWST) on Sunday, 26 July 2026, being not later than 48 hours before the commencement of the Meeting.

2.4 Chair's voting intentions

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

If the Chair is your proxy either by appointment or by default, and you have not indicated your voting intention, you expressly authorise the Chair to exercise the proxy in respect of Resolution 4 even though this resolution is connected directly or indirectly with the remuneration of the Company's Key Management Personnel.

2.5 Submitting questions

Shareholders may submit questions in advance of the Meeting to the Company. Questions must be submitted by emailing the Company Secretary at info@breakthroughminerals.com.au at least 5 Business Days before the Meeting.

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 – Ratification of prior issue of Tranche 1 Placement Shares

3.1 General

On 4 May 2026, the Company announced a capital raise of approximately $5.15 million (before costs) (**Placement**) via the issue of up to 30,294,117 Shares (**Placement Shares**) at an issue price of $0.17 each.

The Placement is being undertaken in the following tranches:

(a) **Tranche 1**: comprising 29,411,765 Placement Shares issued on 12 May 2026 (**Tranche 1 Placement Shares**), utilising the Company's available placement capacity under Listing Rules 7.1 and 7.1A (the subject of Resolution 1(a) and Resolution 1(b) respectively); and

(b) **Director Placement**: comprising up to 882,352 Placement Shares (**Director Placement Shares**) to Directors Graeme Robertson, Nigel Broomham and William Dix (collectively, the **Participating Directors**), subject to Shareholder approval, in the following proportions:

   (i) 588,235 Director Placement Shares to Mr Graeme Robertson (or his nominee/s) (the subject of Resolution 3(a));

   (ii) 176,470 Director Placement Shares to Mr Nigel Broomham (or his nominee/s) (the subject of Resolution 3(b)); and

   (iii) 117,647 Director Placement Shares to Mr William Dix (or his nominee/s) (the subject of Resolution 3(c)).

On 12 May 2026, the Company issued the Tranche 1 Placement Shares pursuant to the Placement without prior Shareholder approval as follows:

(a) 12,951,365 Tranche 1 Placement Shares issued under Listing Rule 7.1 (the subject of Resolution 1(a)); and

(b) 16,460,400 Tranche 1 Placement Shares issued under Listing Rule 7.1A (the subject of Resolution 1(b)).

The Company engaged Euroz Hartleys Limited as lead manager and corporate advisor to the Placement (**Lead Manager**). ORA Capital Pty Ltd acted as co-manager to the Placement (**Co-Manager**). As partial consideration for the provision of lead managerial and corporate advisory services in connection with the Placement, the Company agreed to issue the Lead Manager (or its nominee/s) 2,000,000 Options (**Broker Options**). On 12 May 2026, the Company issued the Broker Options under Listing Rule 7.1 (the subject of Resolution 2).

Resolution 1(a) and Resolution 1(b) seek the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Tranche 1 Placement Shares issued under Listing Rules 7.1 and 7.1A respectively.

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 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 Tranche 1 Placement Shares.

Listing Rule 7.4 provides that where a company in a general meeting ratifies the previous issue of securities after it has been made or agreed to be 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 purposes of Listing Rules 7.1 and 7.1A.

The effect of Shareholders passing Resolution 1(a) and Resolution 1(b) will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% placement capacity set out in Listing Rule 7.1 and the 10% additional placement capacity set out in Listing Rule 7.1A, without the requirement to obtain prior Shareholder approval.

If Resolution 1(a) is passed, 12,951,365 Tranche 1 Placement Shares will be excluded in calculating the Company's 15% limit under 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 1(a) is not passed, 12,951,365 Tranche 1 Placement 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 12,951,365 Equity Securities for the 12-month period following the issue of those Placement Shares.

If Resolution 1(b) is passed, 16,460,400 Tranche 1 Placement Shares will be excluded in calculating the Company's 10% limit under Listing Rule 7.1A, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the issue date.

If Resolution 1(b) is not passed, 16,460,400 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 16,460,400 Equity Securities for the 12-month period following the issue of those Placement Shares.

The Company confirms that Listing Rules 7.1 and 7.1A were not breached at the time the Tranche 1 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 Tranche 1 Placement Shares:

(a) The Tranche 1 Placement Shares were issued to a range of sophisticated and institutional investors, none of whom are a related party or a Material Investor of the Company. Participants in the Placement were identified through a bookbuild process, which involved the Lead Manager seeking expressions of interest to participate in the Placement from existing contacts of the Company and clients of the Lead Manager.

(b) A total of 29,411,765 Tranche 1 Placement Shares were issued under Listing Rules 7.1 and 7.1A as follows:

   (i) 12,951,365 Tranche 1 Placement Shares under Listing Rule 7.1; and

   (ii) 16,460,400 Tranche 1 Placement Shares under Listing Rule 7.1A.

(c) The Tranche 1 Placement Shares are fully paid and rank equally in all respects with the Company's existing Shares on issue.

(d) The Tranche 1 Placement Shares were issued on 12 May 2026 at an issue price of $0.17 each.

(e) The proceeds from the Placement have been and are intended to be applied towards:

   (i) an expanded ~10,000m diamond drilling campaign at the Company's 100% owned North Queensland Copper-Gold Project;

   (ii) ongoing care and maintenance expenditures at the Mt Colin and Barbara mine sites; and

   (iii) general working capital and costs of the Placement.

(f) There are no other material terms to the agreement for the issue of the Tranche 1 Placement Shares.

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

3.4 Additional information

Resolution 1(a) and Resolution 1(b) are each separate ordinary resolutions.

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

4. Resolution 2– Ratification of prior issue of Broker Options

4.1 General

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

Resolution 2 seeks the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Broker Options issued under Listing Rule 7.1.

4.2 Lead Manager Mandate

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

Under the Lead Manager Mandate, the Company has agreed to pay the following fees to the Lead Manager:

(a) a cash management fee equal to 2% of the gross proceeds raised under the Placement; and

(b) a cash selling fee equal to 4% of the gross proceeds raised under the Placement (excluding Co-Manager or Chairman's List investors); and

(c) the Broker Options.

The Company also agreed to pay a cash selling fee to the Co-Manager equal to 4% of the gross proceeds raised under the Placement from Co-Manager investors.

The Lead Manager Mandate contains additional provisions, including warranties and indemnities in respect of the Company, which are considered standard for agreements of this nature.

4.3 Listing Rules 7.1 and 7.4

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

The issue of the 2,000,000 Broker Options does not fit within any of the exceptions to Listing Rule 7.1 and, as it has not yet been approved by Shareholders, effectively uses up part of the Company's placement capacity under Listing Rule 7.1. This reduces the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1 for the 12-month period following the issue of the 2,000,000 Broker Options.

If Resolution 2 is passed, 2,000,000 Broker Options will be excluded in calculating the Company's 15% limit under 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 2 is not passed, 2,000,000 Broker 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 2,000,000 Equity Securities for the 12-month period following the issue of those Broker Options.

The Company confirms that Listing Rule 7.1 was not breached at the time the Broker Options were issued.

4.4 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 issue of the Broker Options:

(a) The Broker Options were issued to the Lead Manager (or its nominee/s).

(b) A total of 2,000,000 Broker Options were issued within the Company's 15% placement capacity under Listing Rule 7.1, without the need for Shareholder approval.

(c) The Broker Options were issued on 12 May 2026.

(d) The Broker Options were issued at a nominal issue price of $0.00001 each, as partial consideration for the provision of lead manager and corporate advisory services pursuant to the Lead Manager Mandate. Accordingly, only $20 was raised by the issue of the Broker Options which will be used towards general working capital purposes.

(e) The Broker Options are exercisable at $0.35 each and expire on 12 May 2028. The Broker Options are otherwise subject to the terms and conditions in Schedule 2.

(f) A summary of the material terms of the Lead Manager Mandate is in Section 4.2 above.

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

4.5 Additional information

Resolution 2 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 2.

5. Resolution 3 – Approval of issue of Director Placement Shares

5.1 General

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

The Company has received firm commitments from the Participating Directors to participate in the Placement on the same terms as unrelated parties, as follows:

Participating Director	Amount committed to the Placement ($)	Director Placement Shares
Graeme Robertson	$100,000	588,235
Nigel Broomham	$30,000	176,470
William Dix	$20,000	117,647
Total	**$150,000**	**882,352**

Resolution 3(a) to (c) (inclusive) seek Shareholder approval pursuant to Listing Rule 10.11 for the issue of the Director Placement Shares in the proportions set out above.

5.2 Listing Rule 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 apply, a listed company must not issue or agree to issue Equity Securities to any of the following persons without shareholder approval:

(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 relationship with the company or a person referred to in Listing Rule 10.11.1 to 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders (10.11.5).

The Participating Directors are each related parties of the Company by virtue of being Directors. 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 Placement Shares as approval is being obtained under Listing Rule 10.11. Accordingly, the issue of these Director Placement Shares to the Participating Directors (or their respective nominee/s) will not be included in the Company's 15% placement capacity pursuant to Listing Rule 7.1.

The effect of Shareholders passing Resolution 3(a) to (c) (inclusive) will be to allow the Company to issue the Director Placement Shares and receive the $150,000 (before costs) committed by the Participating Directors.

If Resolution 3(a) to (c) (inclusive) are not passed, the Company will not be able to proceed with the issue of the relevant Director Placement Shares and will not receive the additional funds committed by the Participating Directors for those Director Placement Shares.

Resolution 3(a) to (c) (inclusive) are not conditional on each other and Shareholders may approve one or all of these Resolutions in which case, the Director Placement Shares the subject of the approved Resolution(s) will be issued even though Shareholders have not approved all of these Resolutions.

5.3 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 Placement Shares:

(a) The Director Placement Shares will be issued to the Participating Directors (or their respective nominee/s), in the proportions set out in Section 5.1 above.

(b) Each of the Participating Directors fall into the category stipulated by Listing Rule 10.11.1. In the event the Director Placement Shares are issued to a nominee of a Participating Director, that nominee will fall into the category stipulated by Listing Rule 10.11.4.

(c) A maximum of 882,352 Director Placement Shares will be issued to the Participating Directors (or their respective nominee/s), in the proportions set out in Section 5.1 above.

(d) The Director Placement Shares will be fully paid and rank equally in all respects with the Company's existing Shares on issue.

(e) The Director Placement Shares will be issued no later than one month after the date of the Meeting.

(f) The Director Placement Shares will be issued at a price of $0.17 each, being the same issue price at which the Placement Shares were issued.

(g) The proceeds from the issue of the Director Placement Shares are intended to be used in the same manner as the proceeds from the Placement Shares, as set out in Section 3.3(e) above.

(h) The proposed issue of the Director Placement Shares is not intended to remunerate or incentivise the Participating Directors.

(i) There are no other material terms to the proposed issue of the Director Placement Shares.

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

5.4 Section 195 of the Corporations Act

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

Each of the Participating Directors has a personal interest in the outcome of each of their respective Resolutions under Resolution 3(a) to (c) (inclusive) and, as a result of a quorum of Directors not being achieved, have exercised their right under section 195(4) of the Corporations Act to put the issue of the Director Placement Shares to the Participating Directors to Shareholders to resolve.

5.5 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;

(b) give the benefit within 15 months following such approval,

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

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

The Board considers that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the Director Placement Shares because the Director Placement Shares will be issued on the same terms as those Shares issued to non-related party participants in the Placement and as such the giving of the financial benefit is on arm's length terms.

5.6 Additional information

Resolution 3(a) to (c) (inclusive) are each separate ordinary resolutions.

Mr Peretz Schapiro, being the only Director without a personal interest in the outcome of Resolution 3(a) to (c) (inclusive), recommends that Shareholders vote in favour of Resolution 3(a) to (c) (inclusive).

6. Resolution 4– Approval of issue of Director Performance Rights

6.1 General

On 22 January 2026, the Company announced that Mr Nigel Broomham had been appointed as Managing Director and Chief Executive Officer (**CEO**) of the Company with effect from 20 March 2026.

Pursuant to the terms of Mr Broomham's appointment as Managing Director and CEO, the Company agreed (amongst other things) to issue up to 8,250,000 Performance Rights (**Director Performance Rights**) to Mr Broomham (or his nominee/s) under the Plan and subject to Shareholder approval as follows:

Tranche	Number of Director Performance Rights	Vesting Condition
A	1,650,000	Satisfaction of the Retention Condition and the Company announcing to ASX a Global Mineral Resource Estimate (of inferred category or greater) reported in accordance with the JORC Code at any one of more of the Company's projects, of at least 250,000t Cu Equivalent at an average grade of 0.8% Cu Equivalent.
B	1,650,000	Satisfaction of the Retention Condition and the Company announcing to ASX a Global Mineral Resource Estimate (of inferred category or greater) reported in accordance with the JORC Code at any one of more of the Company's projects, of at least 325,000t Cu Equivalent at an average grade of 0.8% Cu Equivalent.
C	1,650,000	Satisfaction of the Retention Condition and the Company announcing to ASX a Global Mineral Resource Estimate (of inferred category or greater) reported in accordance with the JORC Code at any one of more of the Company's projects, of at least 400,000t Cu Equivalent at an average grade of 0.8% Cu Equivalent.
D	1,650,000	Satisfaction of the Retention Condition and the Company's Shares achieving a 20-Day VWAP of at least $0.30.
E	1,650,000	Satisfaction of the Retention Condition and the Company's Shares achieving a 20-Day VWAP of at least $0.50.
Total	**8,250,000**	

Notes:

Cu Equivalent means a copper equivalent calculated with reference to the following formula: (Au grade g/t * Au recovery %) + (Ag grade g/t * Ag recovery % * (Ag price $/oz/ Au price $/oz)) + (Cu grade % * Cu recovery % *(Cu price $/t/Au price $/oz), where metallurgical recoveries assumed are no more than: Au: 85%, Ag: 85%, Cu: 85% and commodity prices assumed are Au = USD3,350/oz, Ag: USD38/oz, Cu: USD4.50/lb (USD9,630/t), utilising a foreign exchange rate of (USD:AUD) = 0.64.

Global Mineral Resource Estimate means the aggregate of all Mineral Resource Estimates reported at the Company's projects, which may comprise one or more separate Mineral Resource Estimates across any or all of the Company's projects.

JORC Code means the 2012 Edition of the Joint Ore Reserves Committee Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves.

Retention Condition means the participant remaining as a director, officeholder, employee or consultant of the Company (or a related body corporate) for a continuous period up to and including 1 September 2027.

The Director Performance Rights will expire on the date that is 5 years from the date of issue and will otherwise be subject to the terms and conditions in Schedule 3. A summary of the material terms of the Plan is in Schedule 4.

The Company is at an important stage of development with significant opportunities and challenges in both the near- and long-term, and the proposed issue of Director Performance Rights aims to align the efforts of Mr Broomham with the other Directors in seeking to achieve growth of the Company's projects and in the creation of Shareholder value.

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

Resolution 4 seeks Shareholder approval pursuant to Listing Rule 10.14 for the issue of up to 8,250,000 Director Performance Rights to Nigel Broomham (or his nominee/s) under the Plan.

6.2 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 its shareholders (Listing Rule 10.14.3).

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

The effect of Shareholders passing Resolution 4 will be to allow the Company to issue the Director Performance Rights to Mr Broomham (or his nominee/s).

If Resolution 4 is not passed, the Company will not be able to proceed with the issue of the Director Performance Rights to Mr Broomham (or his nominee/s) and the Company will consider alternative commercial means to incentivise Mr Broomham, including by the payment of cash, subject to the requirements of the Constitution, Corporations Act and Listing Rules.

6.3 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 Director Performance Rights:

(a) The Director Performance Rights will be issued to Mr Nigel Broomham (or his nominee/s).

(b) Mr Broomham falls into the category stipulated by Listing Rule 10.14.1 by virtue of being a Director of the Company. In the event that the Director Performance Rights are issued to a nominee of Mr Broomham, that person will fall into a category stipulated by Listing Rule 10.14.2.

(c) A maximum of 8,250,000 Director Performance Rights will be issued in the proportions set out in Section 6.1 above.

(d) The current total annual remuneration for Mr Broomham as at the date of this Notice is a cash salary of $336,000 (inclusive of superannuation) and does not include the value of the proposed Director Performance Rights set out in Schedule 5.

(e) Under the Plan, no Equity Securities have previously been issued to Mr Nigel Broomham (or his nominees).

(f) The Director Performance Rights will be issued on the terms and conditions set out in Schedule 3.

(g) The Board considers that Performance Rights, rather than Shares, are an appropriate form of incentive on the basis that:

   (i) the Director Performance Rights are designed to attract, retain and reward Mr Broomham for the achievement of Share price growth and key performance indicators, and the creation of Shareholder value for the Company. The issue of the Director Performance Rights will therefore further align the interests of Mr Broomham with Shareholders;

   (ii) Shareholders can readily ascertain and understand the vesting conditions which are required to be satisfied for the Director Performance Rights to vest and the number of Shares to which they relate (i.e. each Performance Right is a right to be issued one Share upon satisfaction of the relevant vesting condition);

   (iii) Mr Broomham will only obtain the value of the Director Performance Rights and be able to exercise the Director Performance Rights into Shares upon satisfaction of the relevant vesting conditions;

   (iv) the issue of Director Performance Rights instead of cash is a prudent means of rewarding and incentivising Mr Broomham whilst conserving the Company's available cash reserves.

(h) The Director Performance Rights have been independently valued using the Company's share price at the date of the agreement to issue the Director Performance Rights (in respect of Tranche A to C (inclusive)) and a Black-Scholes valuation method (in respect of Tranches D and E) as set out in Schedule 5. A summary of the valuation is set out below:

Tranche	Total

A	B	C	D	E	
$305,250	$305,250	$305,250	$255,570	$211,200	**$1,382,520**

(i) The Director Performance Rights will be issued to Mr Broomham (or his nominee/s) as soon as practicable following the Meeting and in any event, no later than 3 years following the Meeting.

(j) The Director Performance Rights will be issued for nil cash consideration and will be provided as an incentive component to Mr Broomham's remuneration package.

(k) A summary of the material terms of the Plan is in Schedule 4.

(l) No loan will be provided in relation to the issue of the Director Performance Rights.

(m) Details of any Equity Securities issued under the Plan will be published in the annual general 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 Plan after Resolution 4 is approved and who were not named in the Notice will not participate until approval is obtained under Listing Rule 10.14.

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

6.4 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 of such approval,

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

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

The Directors (other than Mr Broomham who has a personal interest in the outcome of Resolution 4) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the Director Performance Rights, because the issue of the Director Performance Rights constitutes reasonable remuneration payable to Mr Broomham and therefore falls within the exception stipulated by section 211 of the Corporations Act.

6.5 Additional information

Resolution 4 is an ordinary resolution.

The Board (other than Mr Nigel Broomham who has a personal interest in the outcome of this Resolution) recommends that Shareholders vote in favour of Resolution 4.

Schedule 1 Definitions

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

20-Day VWAP	means the volume weighted average price of Shares traded on ASX during the 20 consecutive Trading Days on which Shares actually trade on ASX prior to the relevant date.
$ or A$	means Australian Dollars.
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.
Broker Options	has the meaning given in Section 3.1.
Business Day	means a day other than a Saturday, Sunday, bank holiday or public holiday in Perth, Western Australia.
Chair	means the person appointed to chair the Meeting of the Company convened by the Notice.
Closely Related Party	means: (a) a spouse or child of the member; or (b) has the meaning given in section 9 of the Corporations Act.
Co-Manager	means ORA Capital Pty Ltd (ACN 154 848 469).
Company	means Breakthrough Minerals Limited (ACN 124 408 751).
Constitution	means the constitution of the Company as at the date of the Meeting.
Corporations Act	means the *Corporations Act 2001* (Cth).
Director	means a director of the Company.
Director Performance Rights	has the meaning given in Section 6.1.
Director Placement Shares	has the meaning given in Section 3.1.
Equity Security	has the same meaning as in the Listing Rules.
Explanatory Memorandum	means the explanatory memorandum which forms part of the Notice.
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	means Euroz Hartleys Limited (ACN 104 195 057).

Listing Rules	means the listing rules of ASX.
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.
Notice	means this notice of general meeting.
Option	means an option to acquire a Share.
Participating Directors	means Messrs Graeme Robertson, Nigel Broomham and William Dix collectively.
Performance Right	means a right, subject to certain terms and conditions, to acquire a Share on the satisfaction (or waiver) of certain performance conditions.
Placement	has the meaning given in Section 3.1.
Placement Shares	has the meaning given in Section 3.1.
Plan	means the '*Breakthrough Minerals Limited Employee Securities Incentive Plan*', a summary of which is in Schedule 4.
Proxy Form	means the proxy form made available with 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.
Tranche 1 Placement Shares	has the meaning given in Section 3.1(a).
WST or AWST	means Western Standard Time, being the time in Perth, Western Australia.

Schedule 2 Terms and conditions of Broker Options

The terms and conditions of the Broker Options (hereinafter referred to as **Options**) are set out below:

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

2. (**Issue Price**): Each Option will have a nominal issue price of $0.00001.

3. (**Exercise Price**): The Options have an exercise price of $0.35 per Option (**Exercise Price**).

4. (**Expiry Date**): The Options expire at 5.00 pm (WST) on the date which is 2 years from the date of issue (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

5. (**Exercise Period**): The Options are exercisable at any time and from time to time on or prior to the Expiry Date.

6. (**Quotation of the Options**): The Options will not be quoted on ASX. The Company must apply for the official quotation of a Share issued on exercise of an Option on ASX within the time period required by the ASX Listing Rules.

7. (**Notice of Exercise**): The Options may be exercised by notice in writing to the Company in the manner specified on the Option certificate (Notice of Exercise) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

   The Options held by each holder may be exercised in whole or in part, and if exercised in part, at least 1,000 must be exercised on each occasion.

   Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

8. (**Timing of issue of Shares on exercise**): Within 5 Business Days after the Exercise Date the Company will:

   (a) allot and issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;

   (b) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and

   (c) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

9. (**Transferability**): The Options are not transferrable, except with the consent of the Company.

10. (**Restrictions on transfer of Shares**): If the Company is required but unable to give ASX a notice under paragraph 8, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of Options may not be traded 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.

11. (**Shares issued on exercise**): Shares issued on exercise of the Options will rank equally with the then Shares of the Company.

12. (**Quotation of Shares on exercise**): If admitted to the official list of ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options in accordance with the Listing Rules.

13. (**Reconstruction of capital**): If at any time the issued capital of the Company is reconstructed, all rights of an Option holder are to be changed in a manner consistent with the Corporations Act and the Listing Rules at the time of the reconstruction.

14. (**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.

15. (**Change in exercise price**): There will be no change to the exercise price of the Options or the number of Shares over which the Options are exercisable in the event of the Company making a pro-rata issue of Shares or other securities to the holders of Shares in the Company (other than a bonus issue).

16. (**Adjustment for bonus issues of Shares**): If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

    (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.

17. (**Return of capital rights**): The Options 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 Options have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.

19. (**Dividend and voting rights**): The Options do not confer on the holder an entitlement to vote (except as otherwise required by law) or receive dividends.

20. (**ASX Listing Rule compliance**): The Board reserves the right to amend any term of the Options to ensure compliance with the ASX Listing Rules.

21. (**Takeovers prohibition**):

    (a) the issue of Shares on exercise of the Options is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and

    (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 Options.

22. (**No other rights**): An Option gives the holder no rights other than those expressly provided by these terms and conditions and those provided at law where such rights at law cannot be excluded by these terms.

Schedule 3 Terms and conditions of Director Performance Rights

A summary of the terms and conditions of the Director Performance Rights (referred to as "**Performance Rights**" in this Schedule) is below:

1. (**Entitlement**): Subject to the terms and conditions set out below, each Performance Right entitles the holder on conversion to the issue of one Share.

2. (**Vesting Conditions**): The Performance Rights vest in accordance with the vesting conditions in the table below:

Tranche	Number of Director Performance Rights	Vesting Condition
A	1,650,000	Satisfaction of the Retention Condition and the Company announcing to ASX a Global Mineral Resource Estimate (of inferred category or greater) reported in accordance with the JORC Code at any one of more of the Company's projects, of at least 250,000t Cu Equivalent at an average grade of 0.8% Cu Equivalent.
B	1,650,000	Satisfaction of the Retention Condition and the Company announcing to ASX a Global Mineral Resource Estimate (of inferred category or greater) reported in accordance with the JORC Code at any one of more of the Company's projects, of at least 325,000t Cu Equivalent at an average grade of 0.8% Cu Equivalent.
C	1,650,000	Satisfaction of the Retention Condition and the Company announcing to ASX a Global Mineral Resource Estimate (of inferred category or greater) reported in accordance with the JORC Code at any one of more of the Company's projects, of at least 400,000t Cu Equivalent at an average grade of 0.8% Cu Equivalent.
D	1,650,000	Satisfaction of the Retention Condition and the Company's Shares achieving a 20-Day VWAP of at least $0.30.
E	1,650,000	Satisfaction of the Retention Condition and the Company's Shares achieving a 20-Day VWAP of at least $0.50.
Total	**8,250,000**	

Notes:

Cu Equivalent means a copper equivalent calculated with reference to the following formula: (Au grade g/t * Au recovery %) + (Ag grade g/t * Ag recovery % * (Ag price $/oz/ Au price $/oz)) + (Cu grade % * Cu recovery % *(Cu price$/t/Au price $/oz), where metallurgical recoveries assumed are no more than: Au: 85%, Ag: 85%, Cu: 85% and commodity prices assumed are Au = USD3,350/oz, Ag: USD38/oz, Cu: USD4.50/lb (USD9,630/t), utilising a foreign exchange rate of (USD:AUD) = 0.64.

Global Mineral Resource Estimate means the aggregate of all Mineral Resource Estimates reported at the Company's projects, which may comprise one or more separate Mineral Resource Estimates across any or all of the Company's projects.

JORC Code means the 2012 Edition of the Joint Ore Reserves Committee Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves.

Retention Condition means the participant remaining as a director, officeholder, employee or consultant of the Company (or a related body corporate) for a continuous period up to and including 1 September 2027.

3. (**Exercise Price**): The exercise price of each vested Performance Right is nil.

4. (**Exercise Period**): Each Tranche of the Performance Rights must be exercised within 12 months of satisfaction of the relevant Vesting Condition for that Tranche.

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 that is 5 years from the date of issue,

   (**Expiry Date**).

6. (**Vesting and Conversion**): The Performance Rights will vest on the date the Vesting Conditions relating to those Performance Rights have been satisfied, provided the relevant holder is providing services to the Company at that time (**Vesting Date**).

7. (**Exercise**): At any time between the Vesting Date and the Expiry Date, the holder may apply to exercise Performance Rights by delivering a signed notice of exercise to the Company Secretary (in a form provided by the Company Secretary). The holder is not required to pay a fee to exercise the Performance Rights.

8. (**Issue of Shares**): As soon as practicable after the valid exercise of a vested Performance Right, the Company will:

   (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;

   (b) issue a substitute certificate for any remaining unexercised Performance Rights held by the holder;

   (c) if required, and subject to 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.

9. (**Quotation of the Performance Rights**): No application for quotation of the Performance Rights will be made by the Company on any securities exchange.

10. (**Transfer**): The Performance Rights are not transferable.

11. (**Voting rights**): A Performance Right does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under

the Corporations Act or the Listing Rules where such rights cannot be excluded by these terms.

12. (**Change of Control**):

(a) If a Change of Control Event occurs (as defined in the Plan), or the Board determines that such an event is likely to occur, in the first 12-months of the holder's employment by the Company, the Board will determine the number of Performance Rights that will vest by applying a pro-rata adjustment (over a maximum 12-month period) based on the portion of the 12-month period elapsed at the date of the Change of Control Event.

(b) For the avoidance of doubt, the effect of paragraph 11(a) will be that where a Change of Control Event occurs after:

(i) 3 months of employment – 25% of the Performance Rights will vest;

(ii) 6 months of employment – 50% of the Performance Rights will vest; and

(iii) 9 months of employment – 75% of the Performance Rights will vest.

(c) If a Change of Control Event occurs after 12 months of the holder's employment by the Company, all unvested Performance Rights held by the holder will immediately vest and become exercisable, and any applicable Vesting Condition will be deemed to be fully satisfied, unless the Board otherwise determines.

13. (**Dividend rights**): A Performance Right does not entitle the holder to any dividends.

14. (**Entitlements and bonus issues**): Subject to the rights under paragraph 14, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.

15. (**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.

16. (**Return of capital rights**): The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

17. (**Rights on winding up**): The Performance Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.

18. (**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.

19. (**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.

20. (**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.

21. (**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.

22. (**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 Summary of material terms of the Plan

The following is a summary of the material terms and conditions of the Plan:

1. (**Eligible Participant**): A person is eligible to participate in the Plan (Eligible Participant) if they have been determined by the Board to be eligible to participate in the Plan from time to time and are an "ESS participant" (as that term is defined in Division 1A) in relation to the Company or an associated entity of the Company.

   This relevantly includes, amongst others:

   (a) an employee or director of the Company or an individual who provides services to the Company;

   (b) an employee or director of an associated entity of the Company or an individual who provides services to such an associated entity;

   (c) a prospective person to whom paragraphs (a) or (b) apply;

   (d) a person prescribed by the relevant regulations for such purposes; or

   (e) certain related persons on behalf of the participants described in paragraphs (a) to (d) (inclusive).

2. (**Maximum allocation**):

   (a) The Company must not make an offer of Securities under the Plan in respect of which monetary consideration is payable (either upfront, or on exercise of convertible securities) where:

      (i) 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

      (ii) 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.

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 proposed acquisitions of Securities for monetary consideration as required by the provisions of Division 1A.

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

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

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

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

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

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

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

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

10. (**Delivery of Shares on exercise of Convertible Securities**): As soon as practicable after the valid exercise of a Convertible Security by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.

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

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

    Unless the Board otherwise determines, or as otherwise set out in the Plan rules: 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 any Convertible Securities which have not yet vested will be automatically forfeited on the expiry date specified in the invitation.

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

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

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

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

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

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

16. (**Participation in new issues**): There are no participation rights or entitlements inherent in the Convertible Securities and holders are not entitled to participate in any new issue of Shares of the Company during the currency of the Convertible Securities without exercising the Convertible Securities.

17. (**Amendment of Plan**): Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.

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

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

Schedule 5 Valuation of Director Performance Rights

The Director Performance Rights (in this Schedule, the **Performance Rights**) were valued by internal management, using the methodologies below.

The Tranche A, B and C Performance Rights were valued using the Share price on the date of the agreement to issue those Performance Rights:

Assumptions	Tranche A	Tranche B	Tranche C
Valuation Date	21 January 2026	21 January 2026	21 January 2026
Market price of Shares	$0.185	$0.185	$0.185
Indicative value per Performance Right	$0.185	$0.185	$0.185
Total value of Performance Rights	**$305,250**	**$305,250**	**$305,250**

Note: The valuations noted above are not necessarily the market prices that the Performance Rights could be traded at and they are not automatically the market prices for taxation purposes.

The Tranche D and E Performance Rights were valued using a Black & Scholes pricing model and based on the assumptions set out below:

Assumptions	Tranche D	Tranche E
Valuation Date	21 January 2026	21 January 2026
Market Price of Shares	$0.185	$0.185
Vesting Period	5 years	5 years
Vesting Date	1 September 2027	1 September 2027
Expiry Date	5 years from the date of issue	5 years from the date of issue
Risk-free interest rate	4.1%	4.1%
Volatility	100%	100%
Indicative value per Performance Right	$0.155	$0.128
Total value of Performance Rights	**$255,750**	**$211,200**

Note: The valuations noted above are not necessarily the market prices that the Performance Rights could be traded at and they are not automatically the market prices for taxation purposes.

Proxy Voting Form

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

Breakthrough Minerals Limited | ABN 65 124 408 751

Your proxy voting instruction must be received by **10:30am (AWST) on Sunday, 26 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)

AUTOMIC

BTM

STEP 1 - How to vote

APPOINT A PROXY:

I/We being a Shareholder entitled to attend and vote at the General Meeting of Breakthrough Minerals Limited, to be held at **10:30am (AWST) on Tuesday, 28 July 2026 at Level 1, 1 Alvan Street Subiaco WA 6008** hereby:

Appoint the Chair of the Meeting (Chair) to vote in accordance with the following directions (or if no directions have been given, and subject to the relevant laws, as the Chair sees fit) at this meeting and at any adjournment thereof.

Please note: If you are not appointing the Chair of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy. If the person so named is absent from the meeting, or if no person is named, the Chair will act on your behalf.

The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote.
Unless indicated otherwise by marking the "for", "against" or "abstain" box you will be authorising the Chair to vote in accordance with the Chair's voting intention.

AUTHORITY FOR CHAIR TO VOTE UNDIRECTED PROXIES ON REMUNERATION RELATED RESOLUTIONS
Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolution 4 (except where I/we have indicated a different voting intention below) even though Resolution 4 is connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.

STEP 2 - Your voting direction

Resolutions		For	Against	Abstain
1a	Ratification of prior issue of Tranche 1 Placement Shares - Listing Rule 7.1			
1b	Ratification of prior issue of Tranche 1 Placement Shares - Listing Rule 7.1a			
2	Ratification of prior issue of Broker Options			
3a	Approval of issue of Director Placement Shares - Graeme Robertson			
3b	Approval of issue of Director Placement Shares - Nigel Broomham			
3c	Approval of issue of Director Placement Shares - William Dix			
4	Approval of issue of Director Performance Rights			

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

STEP 3 – Signatures and contact details

Individual or Securityholder 1	Securityholder 2	Securityholder 3
Sole Director and Sole Company Secretary	Director	Director / Company Secretary

Contact Name:

Email Address:

Contact Daytime Telephone

Date (DD/MM/YY)

/ /

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