

OLYMPIO METALS LIMITED
ACN 619 330 648
NOTICE OF ANNUAL GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 10:00am AWST
DATE: 31 August 2026
PLACE: Level 15, 2 The Esplanade, Perth, WA

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

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

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 10:00am AWST on 29 August 2026.

BUSINESS OF THE MEETING

FINANCIAL STATEMENTS AND REPORTS

To receive and consider the annual financial report of the Company for the financial year ended 31 March 2026 together with the declaration of the Directors, the Directors' report, the Remuneration Report and the auditor's report.

1. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

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

"That, for the purposes of section 250R(2) of the Corporations Act and for all other purposes, approval is given for the adoption of the Remuneration Report as contained in the Company's annual financial report for the financial year ended 31 March 2026."

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

2. RESOLUTION 2 – RE-ELECTION OF A DIRECTOR – AIDAN PLATEL

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

"That, for the purpose of clause 15.2 of the Constitution, Listing Rule 14.4 and for all other purposes, Mr Aidan Platel, a Director, retires by rotation, and being eligible, is re-elected as a Director."

3. RESOLUTION 3 – APPROVAL OF 7.1A MANDATE

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

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

4. RESOLUTION 4 – APPROVAL TO ISSUE YEAR 4 SHARES TO BULLION GOLD

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

"That, for the purpose of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to that number of Shares to Bullion Gold (or its nominee(s)), which is equal to C\$25,000 worth of Year 4 Shares at a deemed issue price equal to the 15-day volume weighted average price of Shares prior to the issue date on the terms and conditions set out in the Explanatory Statement."

5. RESOLUTION 5 – APPROVAL TO ISSUE YEAR 5 SHARES TO BULLION GOLD

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

"That, for the purpose of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to that number of Shares to Bullion Gold (or its nominee(s)), which is equal to C\$25,000 worth of Year 5 Shares at a deemed issue price equal to the 15-day volume weighted average price of Shares prior to the issue date on the terms and conditions set out in the Explanatory Statement."

6. RESOLUTION 6 – APPROVAL TO ISSUE UPFRONT CONSIDERATION TO SCOUT DISCOVERIES

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

"That, for the purpose of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 45,000,000 Shares to Scout Discoveries (or its nominee(s)) on the terms and conditions set out in the Explanatory Statement."

7. RESOLUTION 7 – RATIFICATION OF THE AGREEMENT TO ISSUE THE FIRST PERFORMANCE SHARES TO SCOUT DISCOVERIES

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

"That, for the purpose of Listing Rule 7.4 and for all other purposes, Shareholders ratify the Company's agreement to issue 5,000,000 Shares to Scout Discoveries (or its nominee(s)) on the terms and conditions set out in the Explanatory Statement."

8. RESOLUTION 8 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO SEAN DELANEY

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

"That, for the purposes of section 208 of the Corporations Act, Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue up to 4,000,000 Performance Rights to Mr Sean Delaney (or their nominee(s)) on the terms and conditions set out in the Explanatory Statement."

9. RESOLUTION 9 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO SIMON ANDREW

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

"That, for the purposes of section 208 of the Corporations Act, Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue up to 2,000,000 Performance Rights to Mr Simon Andrew (or their nominee(s)) on the terms and conditions set out in the Explanatory Statement."

10. RESOLUTION 10 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO AIDAN PLATEL

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

"That, for the purposes of section 208 of the Corporations Act, Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue up to 2,000,000 Performance Rights to Mr Aidan Platel (or their nominee(s)) on the terms and conditions set out in the Explanatory Statement."

Dated: 31 July 2026

Voting Prohibition Statement

Resolution 1 – Adoption of Remuneration Report	In accordance with sections 250(BD)(2) and 250R, a vote on this Resolution must not be cast: (a) by or on behalf of a member of the Key Management Personnel, details of whose remuneration are included in the Remuneration Report or a Closely Related Party of such a member, regardless of the capacity in which the vote is cast; or (b) as a proxy by a member of the Key Management Personnel at the date of the Meeting, or their Closely Related Parties. However, a person (the voter) described above may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a person described above and either: (a) the voter is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or (b) the voter is the Chair and the appointment of the Chair as proxy: (i) does not specify the way the proxy is to vote on this Resolution; and (ii) expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.
Resolution 8 – Approval to issue Performance Rights to Sean Delaney	In accordance with section 224 of the Corporations Act, a vote on this Resolution must not be cast (in any capacity) by or on behalf of a related party of the Company to whom the Resolution would permit a financial benefit to be given, or an associate of such a related party (Resolution 8 Excluded Party). However, the above prohibition does not apply if the vote is cast by a person as proxy appointed by writing that specifies how the proxy is to vote on the Resolution and it is not cast on behalf of a Resolution 8 Excluded Party. 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: (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (b) the appointment does not specify the way the proxy is to vote on this Resolution. Provided the Chair is not a Resolution 8 Excluded Party, the above prohibition does not apply if: (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
Resolution 9 – Approval to issue Performance Rights to Simon Andrew	In accordance with section 224 of the Corporations Act, a vote on this Resolution must not be cast (in any capacity) by or on behalf of a related party of the Company to whom the Resolution would permit a financial benefit to be given, or an associate of such a related party (Resolution 9 Excluded Party). However, the above prohibition does not apply if the vote is cast by a person as proxy appointed by writing that specifies how the proxy is to vote on the Resolution and it is not cast on behalf of a Resolution 9 Excluded Party. 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: (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (b) the appointment does not specify the way the proxy is to vote on this Resolution. Provided the Chair is not a Resolution 9 Excluded Party, the above prohibition does not apply if: (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
Resolution 10 – Approval to Issue Performance Rights to Aidan Platel	In accordance with section 224 of the Corporations Act, a vote on this Resolution must not be cast (in any capacity) by or on behalf of a related party of the Company to whom the Resolution would permit a financial benefit to be given, or an associate of such a related party (Resolution 10 Excluded Party). However, the above prohibition does not apply if the vote is cast by a person as proxy appointed by writing that specifies how the proxy is to vote on the Resolution and it is not cast on behalf of a Resolution 10 Excluded Party. 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: (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and

	(b) the appointment does not specify the way the proxy is to vote on this Resolution. Provided the Chair is not a Resolution 10 Excluded Party, the above prohibition does not apply if: (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
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Voting Exclusion Statements

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

Resolution 4 – Approval to Issue Year 4 Shares to Bullion Gold	Bullion Gold (or its nominee(s)) or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).
Resolution 5 – Approval to Issue Year 5 Shares to Bullion Gold	Bullion Gold (or its nominee(s)) or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).
Resolution 6 – Approval to Issue Upfront Consideration to Scout Discoveries	Scout Discoveries (or its nominee(s)) or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).
Resolution 7 – Ratification of the Agreement to Issue the First Performance Shares to Scout Discoveries	Scout Discoveries (or its nominee(s)), being the counterparty to the agreement to issue the First Performance Shares, and any other person who will obtain a material benefit as a result of the issue (except a benefit solely by reason of being a holder of ordinary securities in the Company), or an associate of that person (or those persons).
Resolution 8 – Approval to issue Performance Rights to Sean Delaney	Sean Delaney or 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 employee incentive scheme in question or an associate of that person or those persons.
Resolution 9 – Approval to issue Performance Rights to Simon Andrew	Simon Andrew or 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 employee incentive scheme in question or an associate of that person or those persons.
Resolution 10 – Approval to Issue Performance Rights to Aidan Platel	Aidan Platel or 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 employee incentive scheme in question or an associate of that person or those persons.

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

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

Voting by proxy

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

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

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

Shareholders and their proxies should be aware that:

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

Voting in person

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

Should you wish to discuss the matters in this Notice please do not hesitate to contact the Company Secretary on +61 8 9225 5355.

EXPLANATORY STATEMENT

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

1. FINANCIAL STATEMENTS AND REPORTS

In accordance with the Corporations Act, the business of the Meeting will include receipt and consideration of the annual financial report of the Company for the financial year ended 31 March 2026 together with the declaration of the Directors, the Directors' report, the Remuneration Report and the auditor's report.

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

2. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

2.1 General

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

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

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

2.2 Voting consequences

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

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

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

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

2.3 Previous voting results

At the Company's previous annual general meeting the votes cast against the remuneration report considered at that annual general meeting were less than 25%. Accordingly, the Spill Resolution is not relevant for this Meeting.

3. RESOLUTION 2 – RE-ELECTION OF A DIRECTOR – AIDAN PLATEL

3.1 General

Listing Rule 14.5 provides that an entity which has directors must hold an election of directors at each annual general meeting.

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

Aidan Platel, who has held office without re-election since 30 August 2024 and being eligible retires by rotation and seeks re-election.

Further information in relation to Aidan Platel is set out below.

Qualifications, experience and other material directorships	Mr Platel is a geologist with over 20 years' experience in the minerals industry, in both mining and exploration roles across a wide range of commodities. Recently, Mr Platel has worked as an independent strategic consultant focusing on project evaluation, prior to which he spent 12 years in South America in mining and exploration. Mr Platel has a proven track record of exploration success having discovered and developed several major deposits including the world class Santa Rita Nickel deposits (>1Mt contained Ni metal).
Term of office	Mr Platel has served as a Director since 9 December 2022 and was last re-elected on 30 August 2024.
Independence	If re-elected, the Board considers that Mr Platel will be an independent Director.
Board recommendation	Having received an acknowledgement from Mr Platel that they will have sufficient time to fulfil their responsibilities as a Director and having reviewed the performance of Mr Platel since their appointment to the Board and the skills, knowledge, experience and capabilities required by the Board, the Directors (other than Mr Platel) recommend that Shareholders vote in favour of this Resolution.

3.2 Technical information required by Listing Rule 14.1A

If this Resolution is passed, Aidan Platel will be re-elected to the Board as an independent Non-Executive Director.

If this Resolution is not passed, Aidan Platel will not continue in their role as an independent Non-Executive Director. The Company may seek nominations or otherwise identify suitably qualified candidates to join the Company. As an additional consequence, this may detract from the Board and Company's ability to execute on its strategic vision.

4. RESOLUTION 3 – APPROVAL OF 7.1A MANDATE

4.1 General

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

4.2 Listing Rule 7.1 and 7.1A

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.

However, under Listing Rule 7.1A, an Eligible Entity may seek shareholder approval by way of a special resolution passed at its annual general meeting to increase this 15% limit by an extra 10% to 25% (**7.1A Mandate**).

An Eligible Entity means an entity which is not included in the S&P/ASX 300 Index and has a market capitalisation of \$300,000,000 or less. As of the date of this Notice, the Company's market capitalisation is \$8,677,844. The Company is therefore an Eligible Entity.

4.3 Technical information required by Listing Rule 14.1A

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

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

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

4.4 Technical information required by Listing Rule 7.3A

REQUIRED INFORMATION	DETAILS
Period for which the 7.1A Mandate is valid	The 7.1A Mandate will commence on the date of the Meeting and expire on the first to occur of the following: (a) the date that is 12 months after the date of this Meeting; (b) the time and date of the Company's next annual general meeting; and (c) the time and date of approval by Shareholders of any transaction under Listing Rule 11.1.2 (a significant change in the nature or scale of activities) or Listing Rule 11.2 (disposal of the main undertaking).
Minimum price	Any Equity Securities issued under the 7.1A Mandate must be in an existing quoted class of Equity Securities and be issued for cash consideration at a minimum price of 75% of the volume weighted average price of Equity Securities in that class, calculated over the 15 trading days on which trades in that class were recorded immediately before: (a) the date on which the price at which the Equity Securities are to be issued is agreed by the entity and the recipient of the Equity Securities; or (b) if the Equity Securities are not issued within 10 trading days of the date in paragraph (a) above, the date on which the Equity Securities are issued.
Use of funds	The Company intends to use funds raised from issues of Equity Securities under the 7.1A Mandate for the acquisition of new resources, assets and investments (including expenses associated with such an acquisition), continued exploration expenditure on the Company's current assets/or projects (funds would then be used for project, feasibility studies and ongoing project administration), the development of the Company's current business and general working capital.
Risk of economic and voting dilution	Any issue of Equity Securities under the 7.1A Mandate will dilute the interests of Shareholders who do not receive any Shares under the issue. If this Resolution is approved by Shareholders and the Company issues the maximum number of Equity Securities available under the 7.1A Mandate, the economic and

REQUIRED INFORMATION		DETAILS																																										
		voting dilution of existing Shares would be as shown in the table below.																																										
		The table below shows the dilution of existing Shareholders calculated in accordance with the formula outlined in Listing Rule 7.1A.2, on the basis of the closing market price of Shares and the number of Equity Securities on issue or proposed to be issued as at 22 July 2026.																																										
		The table also shows the voting dilution impact where the number of Shares on issue (Variable A in the formula) changes and the economic dilution where there are changes in the issue price of Shares issued under the 7.1A Mandate.																																										
		<table><tr><th colspan="2" rowspan="4">Number of Shares on Issue (Variable A in Listing Rule 7.1A.2)</th><th rowspan="5">Shares issued – 10% voting dilution</th><th colspan="3">DILUTION</th></tr><tr><th colspan="3">Issue Price</th></tr><tr><th>\$0.025</th><th>\$0.049</th><th>\$0.074</th></tr><tr><th>50% decrease</th><th>Issue Price</th><th>50% increase</th></tr><tr><th colspan="6">Funds Raised</th></tr><tr><td>Current</td><td>177,098,860 Shares</td><td>17,709,886 Shares</td><td>\$442,747</td><td>\$867,784</td><td>\$1,310,531</td></tr><tr><td>50% increase</td><td>265,648,290 Shares</td><td>26,564,829 Shares</td><td>\$664,120</td><td>\$1,301,676</td><td>\$1,965,797</td></tr><tr><td>100% increase</td><td>354,197,720 Shares</td><td>35,419,772 Shares</td><td>\$885,494</td><td>\$1,735,568</td><td>\$2,621,063</td></tr></table>				Number of Shares on Issue (Variable A in Listing Rule 7.1A.2)		Shares issued – 10% voting dilution	DILUTION			Issue Price			\$0.025	\$0.049	\$0.074	50% decrease	Issue Price	50% increase	Funds Raised						Current	177,098,860 Shares	17,709,886 Shares	\$442,747	\$867,784	\$1,310,531	50% increase	265,648,290 Shares	26,564,829 Shares	\$664,120	\$1,301,676	\$1,965,797	100% increase	354,197,720 Shares	35,419,772 Shares	\$885,494	\$1,735,568	\$2,621,063
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		*The number of Shares on issue (Variable A in the formula) could increase as a result of the issue of Shares that do not require Shareholder approval (such as under a pro-rata rights issue or scrip issued under a takeover offer) or that are issued with Shareholder approval under Listing Rule 7.1.																																										
		The table above uses the following assumptions:																																										
		1. There are currently 177,098,860 Shares on issue. 2. The issue price set out above is the closing market price of the Shares on the ASX on 22 July 2026 (being \$0.049) (Issue Price). The Issue Price at a 50% increase and 50% decrease are each rounded to three decimal places prior to the calculation of the funds raised. 3. The Company issues the maximum possible number of Equity Securities under the 7.1A Mandate. 4. The Company has not issued any Equity Securities in the 12 months prior to the Meeting that were not issued under an exception in Listing Rule 7.2 or with approval under Listing Rule 7.1. 5. The issue of Equity Securities under the 7.1A Mandate consists only of Shares. It is assumed that no Options are exercised into Shares before the date of issue of the Equity Securities. If the issue of Equity Securities includes quoted Options, it is assumed that those quoted Options are exercised into Shares for the purpose of calculating the voting dilution effect on existing Shareholders. 6. The calculations above do not show the dilution that any one particular Shareholder will be subject to. All Shareholders should consider the dilution caused to their own shareholding depending on their specific circumstances. 7. This table does not set out any dilution pursuant to approvals under Listing Rule 7.1 unless otherwise disclosed. 8. The 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%. 9. The table does not show an example of dilution that may be caused to a particular Shareholder by reason of placements under the 7.1A Mandate, based on that Shareholder's holding at the date of the Meeting.																																										

REQUIRED INFORMATION	DETAILS
	Shareholders should note that there is a risk that: (a) the market price for the Company's Shares may be significantly lower on the issue date than on the date of the Meeting; and (b) the Shares may be issued at a price that is at a discount to the market price for those Shares on the date of issue.
Allocation policy under 7.1A Mandate	The recipients of the Equity Securities to be issued under the 7.1A Mandate have not yet been determined. However, the recipients of Equity Securities could consist of current Shareholders or new investors (or both), none of whom will be related parties of the Company. The Company will determine the recipients at the time of the issue under the 7.1A Mandate, having regard to the following factors: (a) the purpose of the issue; (b) alternative methods for raising funds available to the Company at that time, including, but not limited to, an entitlement issue, share purchase plan, placement or other offer where existing Shareholders may participate; (c) the effect of the issue of the Equity Securities on the control of the Company; (d) the circumstances of the Company, including, but not limited to, the financial position and solvency of the Company; (e) prevailing market conditions; and (f) advice from corporate, financial and broking advisers (if applicable).
Previous approval under Listing Rule 7.1A.2	The Company previously obtained approval from its Shareholders pursuant to Listing Rule 7.1A at its annual general meeting held on 29 August 2025 (Previous Approval). During the 12-month period preceding the date of the Meeting, being on and from 29 August 2025, the Company issued an aggregate of 19,455,137 Shares pursuant to the Previous Approval, comprising: (a) 6,903,870 Shares issued on 13 November 2025 (ratified by Shareholders on 15 December 2025); and (b) 12,551,267 Shares issued on 4 March 2026 (ratified by Shareholders on 17 April 2026), (together, the Previous Issues) which represent approximately 8.99% of the total diluted number of Equity Securities on issue in the Company on 29 August 2025, which was 216,378,054. In accordance with Listing Rule 7.3A.6(b), further information on the issues of Equity Securities by the Company pursuant to Listing Rule 7.1A.2 during the 12-month period following the date of the Previous Approval are set out below.

NOVEMBER 2025 PLACEMENT	
Date of Issue and Appendix 2A	Date of Issue: 13 November 2025 Date of Appendix 2A: 13 November 2025
Number and Class of Equity Securities Issued	6,903,870 Shares ²
Issue Price and discount to Market Price¹ (if any)	\$0.065 per Share (at a discount of 12.07% to Market Price).
Recipients	Sophisticated and institutional investors who were identified through a bookbuild process, which involved the Company seeking expressions of interest to participate in the capital raising from non-related parties of the Company. None of the participants in the placement were material investors that are required to be disclosed under ASX Guidance Note 21.
Total Cash Consideration and Use of Funds	Amount raised: \$448,751 Amount spent: \$448,751 Use of funds: Towards drilling at the Bousquet Project in Quebec. Amount remaining: Nil. Proposed use of remaining funds: Not applicable.
MARCH 2026 PLACEMENT	
Date of Issue and Appendix 2A	Date of Issue: 4 March 2026 Date of Appendix 2A: 5 March 2026
Number and Class of Equity Securities Issued	12,551,267 Shares ²
Issue Price and discount to Market Price¹ (if any)	\$0.06 per Share (at a discount of 4.76% to Market Price).
Recipients	Sophisticated and institutional investors who were identified through a bookbuild process, which involved the Company seeking expressions of interest to participate in the capital raising from non-related parties of the Company. None of the participants in the placement were material investors that are required to be disclosed under ASX Guidance Note 21.
Total Cash Consideration and Use of Funds	Amount raised: \$753,076 Amount spent: \$753,076 Use of funds: Towards funding exploration and evaluation activities on the Company's existing projects and the Bousquet Project, together with corporate administration and general working capital requirements. Amount remaining: Nil. Proposed use of remaining funds: Not applicable.

REQUIRED INFORMATION	DETAILS
	Notes: 1. Market Price means the closing price of Shares on ASX (excluding special crossings, overnight sales and exchange traded option exercises). For the purposes of this table the discount is calculated on the Market Price on the last trading day on which a sale was recorded prior to the date of issue of the relevant Equity Securities. 2. Fully paid ordinary shares in the capital of the Company, ASX Code: OLY (terms are set out in the Constitution). 3. This is a statement of current intentions as at the date of this Notice. As with any budget, intervening events and new circumstances have the potential to affect the manner in which the funds are ultimately applied. The Board reserves the right to alter the way the funds are applied on this basis.
Voting exclusion statement	As at the date of this Notice, the Company is not proposing to make an issue of Equity Securities under Listing Rule 7.1A. Accordingly, a voting exclusion statement is not included in this Notice.

5. BACKGROUND TO RESOLUTIONS 4 AND 5 – ISSUE OF SHARES TO BULLION GOLD PURSUANT TO BOUSQUET OPTION AGREEMENT

5.1 Background

On 17 March 2025, the Company entered into a binding option agreement (**Bousquet Option Agreement**) with Bullion Gold Resources Corp, a Canadian listed company (**Bullion Gold**), pursuant to which Bullion Gold granted the Company an exclusive option to earn up to 80% of the rights, title and interest in the mineral claims and associated assets that comprise the Bousquet Project.

A summary of the material terms of the Bousquet Option Agreement is set out in Schedule 1.

On 31 March 2025, the Company issued 1,090,832 Shares to Bullion Gold pursuant to the upfront consideration payable under the Bousquet Option Agreement.

On 2 September 2025, the Company issued 495,371 Shares to Bullion Gold pursuant to the first tranche of deferred consideration shares payable under the Bousquet Option Agreement.

On 4 May 2026, the Company issued 836,191 Shares to Bullion Gold pursuant to the second tranche of the deferred consideration payable under the Bousquet Option Agreement to earn an initial 51% ownership interest in the Bousquet Project.

As set out in Schedule 1, under the terms of the Bousquet Option Agreement, the Company may accelerate any of the deferred consideration payments at its discretion. Accordingly, the Company is seeking Shareholder approval for the issue of the following deferred share consideration payments:

- (a) the issue of C\$25,000 worth of Shares based on a deemed issue price equal to the 15-day volume weighted average price (**VWAP**) of the Company's Shares immediately prior to the issue date (**Deemed Issue Price**), on or before the date that is 48 months from the date of execution of the Bousquet Option Agreement (**Execution Date**) (**Year 4 Shares**), subject to Shareholder approval under Resolution 4; and
- (b) the issue of C\$25,000 worth of Shares at the Deemed Issue Price on or before the date that is 60 months from the Execution Date (**Year 5 Shares**), subject to Shareholder approval under Resolution 5,

(together, the **Deferred Shares**).

The number of Deferred Shares which may be issued is subject to prevailing A\$/C\$ exchange rates and the prevailing price for Shares. Accordingly, there is no minimum or maximum number of Deferred Shares that may be issued. The following table shows

illustrative numbers of Deferred Shares which may be issued under each tranche at various Deemed Issue Prices:

	C\$ VALUE	NUMBER OF SHARES BASED ON ILLUSTRATIVE DEEMED ISSUE PRICE (A\$) ^{1,2}				
		0.012	0.025	0.049	0.074	0.098
Year 4 Shares	C\$25,000	2,104,167	1,010,000	515,306	341,216	257,653
Year 5 Shares	C\$25,000	2,104,167	1,010,000	515,306	341,216	257,653
Total	C\$50,000	4,208,334	2,020,000	1,030,612	682,432	515,306

Note:

1. The indicative number of Shares has been calculated using an illustrative exchange rate of C\$1:A\$1.01.
2. For illustrative purposes, the closing market price of Shares on ASX on 22 July 2026 (\$0.049 per Share) has been used as a mid-point for the Deemed Issue Price. The columns to the left of the mid-point show the number of Deferred Shares that would be issued at a Deemed Issue Price representing a 75% and 50% discount to that price, and the columns to the right show the number of Deferred Shares that would be issued at a Deemed Issue Price representing a 50% and 100% premium to that price.

5.2 General

As set out in Section 5.1 above, these Resolutions seek Shareholder approval for the purposes of Listing Rule 7.1 for the issue of the Deferred Shares to satisfy the deferred consideration payments under the Bousquet Option Agreement.

5.3 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 4.2 above.

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

5.4 Technical information required by Listing Rule 14.1A

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

If these Resolutions are not passed, the Company will not be able to proceed with the issue and the Company will need to seek fresh approvals prior to the applicable due dates for the Year 4 and 5 payments.

5.5 Technical information required by Listing Rule 7.3

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	Bullion Gold (or its nominee(s)).
Number of Securities and class to be issued	An aggregate of C\$50,000 worth of Deferred Shares will be issued at the Deemed Issue Price, comprising: (a) the Year 4 Shares, being that number of Shares that when multiplied by the Deemed Issue Price will equal C\$25,000; and (b) the Year 5 Shares, being that number of Shares that when multiplied by the Deemed Issue Price will equal C\$25,000.

REQUIRED INFORMATION	DETAILS
	The number of Deferred Shares which may be issued is subject to prevailing A\$/C\$ exchange rates and the prevailing price for Shares. Accordingly, there is no minimum or maximum number of Deferred Shares that may be issued. The table in Section 5.1 shows illustrative numbers of Deferred Shares which may be issued under each Tranche at various Deemed Issue Prices.
Terms of Securities	The Deferred Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
Date(s) on or by which the Securities will be issued	Under the Bousquet Option Agreement, the Company has the right to accelerate the exercise of the option by accelerating the subsequent payments. No decision has been made to accelerate the Year 4 and 5 payments (including the issue of the Year 4 Shares and the Year 5 Shares). In any event, the Company will not issue any of the Deferred Shares later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Deferred Shares will be issued in consideration for the acquisition of the Bousquet Project at the Deemed Issue Price.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to satisfy the Company's obligations under the Bousquet Option Agreement.
Summary of material terms of agreement to issue	The Deferred Shares are proposed to be issued under the Bousquet Option Agreement, a summary of the material terms of which is set out in Schedule 1.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

6. BACKGROUND TO RESOLUTIONS 6 AND 7 – JACKNIFE AGREEMENT

6.1 Jacknife Agreement

On 20 July 2026, the Company announced that it had entered into a binding asset sale agreement (**Jacknife Agreement**) with Scout Discoveries Corp., a corporation organised under the laws of Delaware, United States (**Scout Discoveries**), pursuant to which the Company agreed to acquire an 80% undivided interest in the mining claims comprising the Jacknife Project, together with all technical information, and the benefit of any third-party agreements relating to the Jacknife Project (**Jacknife Acquisition**).

A summary of the material terms of the Jacknife Agreement is set out in Schedule 2.

6.2 Consideration

As is further set out in Schedule 2, under the terms of the Jacknife Agreement, the Company has agreed to pay and issue to Scout Discoveries (or its nominee(s)) upfront consideration, and further consideration on the achievement of certain milestones, which includes the issue of:

- (a) 45,000,000 Shares on the date that is 5 business days after satisfaction or waiver of the last of the conditions precedent, or such other date as the parties agree in writing (**Upfront Consideration Shares**); and

- (b) 5,000,000 Shares on the commencement of the first drilling programme at the Jackknife Project (**Drilling Milestone**) (**First Performance Shares**).

As at the date of this Notice, the Upfront Consideration Shares are due to be issued on completion of the Jackknife Acquisition, which is expected to occur shortly after the Meeting. Accordingly, the Company is seeking Shareholder approval under Resolution 6 to issue the Upfront Consideration Shares.

The Company's agreement to issue the First Performance Shares is not conditional on Shareholder approval and does not fall within any exception in Listing Rule 7.2, and accordingly is currently utilising part of the Company's placement capacity under Listing Rule 7.1. As at the date of this Notice, the Drilling Milestone has not been satisfied, and the First Performance Shares have not been issued. The Company is seeking Shareholder approval under Resolution 7 to ratify the Company's agreement to the issue of the First Performance Shares following the satisfaction of the Drilling Milestone.

7. RESOLUTION 6 – APPROVAL TO ISSUE UPFRONT CONSIDERATION TO SCOUT DISCOVERIES

7.1 General

As set out in Section 6.2 above, this Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of the Upfront Consideration Shares to Scout Discoveries (or its nominee(s)) pursuant to the Jackknife Agreement.

7.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 4.2 above.

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

7.3 Technical information required by Listing Rule 14.1A

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

If this Resolution is not passed, the Company will not be able to proceed with the issue and the Company will need to renegotiate the terms of the Jackknife Agreement, failing which, could result in the loss of the Company's opportunity to acquire an 80% interest in the Jackknife Project.

7.4 Technical information required by Listing Rule 7.3

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	Scout Discoveries (or its nominee(s)).
Number of Securities and class to be issued	Up to 45,000,000 Shares will be issued.
Terms of Securities	The Upfront Consideration Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Upfront Consideration Shares on completion of the Jackknife Acquisition, which is expected to occur within 5 Business Days of the satisfaction or waiver of all conditions precedent to completion.

REQUIRED INFORMATION	DETAILS
	In any event, the Company will not issue any Securities later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Upfront Consideration Shares will be issued at a nil issue price, in part consideration for the Jackknife Acquisition.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to satisfy the Company's obligations under the Jackknife Agreement as part of the consideration payable for the Jackknife Acquisition.
Summary of material terms of agreement to issue	The Upfront Consideration Shares are being issued under the Jackknife Agreement, a summary of the material terms of which is set out in Schedule 2.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

8. RESOLUTION 7 – RATIFICATION OF THE AGREEMENT TO ISSUE THE FIRST PERFORMANCE SHARES TO SCOUT DISCOVERIES

8.1 General

As set out in Section 6.2 above, this Resolution seeks Shareholder ratification for the purposes of Listing Rule 7.4 for the Company's agreement to issue the First Performance Shares to Scout Discoveries (or its nominee(s)) pursuant to the Jackknife Agreement and subject to the satisfaction of the Drilling Milestone.

8.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 4.2 above.

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

8.3 Listing Rule 7.4

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

The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the agreement to issue the First Performance Shares.

8.4 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Drilling Milestone is satisfied, and the First Performance Shares are issued prior to the date that is 3 months following the Meeting, the issue (and the Company's agreement to make the issue) will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12 month period following the Company's agreement to issue the First Performance Shares.

If this Resolution is not passed, or if the Resolution is passed and the Drilling Milestone is not satisfied and the First Performance Shares are not issued prior to the date that is 3 months following the Meeting, the Company's agreement to issue the First Performance Shares will

be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities that the Company can issue without Shareholder approval over the 12 month period following the Company's agreement to issue the First Performance Shares.

8.5 Technical information required by Listing Rules 7.4 and 7.5

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities were agreed to be issued or the basis on which those persons were identified/selected	Scout Discoveries (or its nominee(s)).
Number and class of Securities issued	5,000,000 Shares are proposed to be issued.
Terms of Securities	The First Performance Shares are proposed to be fully paid ordinary shares in the capital of the Company, to be issued on the same terms and conditions as the Company's existing Shares.
Date(s) on or by which the Securities were issued	To be issued promptly following the satisfaction of the Drilling Milestone, which is expected to occur prior to the date that is 3 months following the Meeting.
Price or other consideration the Company received for the Securities	The First Performance Shares are proposed to be issued at a nil issue price, in part consideration for the Jackknife Acquisition.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the proposed issue is to satisfy the Company's obligation under the Jackknife Agreement to issue the First Performance Shares upon the satisfaction of the Drilling Milestone.
Summary of material terms of agreement to issue	The First Performance Shares were agreed to be issued under the Jackknife Agreement, a summary of the material terms of which is set out in Schedule 2.
Voting Exclusion Statement	A voting exclusion statement applies to this Resolution.
Compliance	The agreement to issue the First Performance Shares did not breach Listing Rule 7.1.

9. RESOLUTIONS 8 TO 10 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO THE DIRECTORS

9.1 General

These Resolutions seek Shareholder approval for the purposes of Chapter 2E of the Corporations Act and Listing Rule 10.14 for the issue of up to an aggregate of 8,000,000 Performance Rights to the Directors (or their nominee(s)) pursuant to the Company's Employee Securities Incentive Plan (**Plan**) on the terms and conditions set out below.

Further details in respect of the Performance Rights proposed to be issued are set out in the table below.

CLASS	VESTING CONDITION	EXPIRY DATE	RECIPIENT	RESOLUTION	NUMBER OF PERFORMANCE RIGHTS
A	The announcement of a JORC Code or NI43-	The date that is five	Sean Delaney	Resolution 8	2,000,000

CLASS	VESTING CONDITION	EXPIRY DATE	RECIPIENT	RESOLUTION	NUMBER OF PERFORMANCE RIGHTS
	101 compliant Mineral Resource Estimate of at least 3Moz AgEq using a minimum cut-off grade of 30g/t at the Jacknife Project	years from the date of issue	Simon Andrew	Resolution 9	1,000,000
			Aidan Platel	Resolution 10	1,000,000
B	The announcement of a JORC Code or NI43-101 compliant Mineral Resource Estimate of at least 6Moz AgEq using a minimum cut-off grade of 30g/t at the Jacknife Project		Sean Delaney	Resolution 8	2,000,000
			Simon Andrew	Resolution 9	1,000,000
			Aidan Platel	Resolution 10	1,000,000

9.2 Director Recommendation

Each Director has a material personal interest in the outcome of these Resolutions on the basis that all of the Directors (or their nominee(s)) are to be issued Securities should these Resolutions be passed. For this reason, the Directors do not believe that it is appropriate to make a recommendation on these Resolutions.

9.3 Chapter 2E of the Corporations Act

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

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

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

The issue constitutes giving a financial benefit and each of the proposed recipients is a related party of the Company by virtue of being a Director.

As Securities are proposed to be issued to all of the Directors, the Directors are unable to form a quorum to consider whether one of the exceptions set out in sections 210 to 216 of the Corporations Act applies to the issue. Accordingly, Shareholder approval for the issue is sought in accordance with Chapter 2E of the Corporations Act.

9.4 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 the holders of its ordinary securities:

- 10.14.1 a director of the entity;
- 10.14.2 an associate of a director of the entity; or
- 10.14.3 a person whose relationship with the entity or a person referred to in Listing Rules 10.14.1 to 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by security holders.

The issue falls within Listing Rule 10.14.1 and therefore requires the approval of Shareholders under Listing Rule 10.14.

9.5 Technical information required by Listing Rule 14.1A

If these Resolutions are passed, the Company will be able to proceed with the issue within 15 months after the date of the Meeting. As approval pursuant to Listing Rule 7.1 is not required for the issue (because approval is being obtained under Listing Rule 10.14), the issue will not use up any of the Company's 15% annual placement capacity.

If these Resolutions are not passed, the Company will not be able to proceed with the issue.

9.6 Technical information required by Listing Rule 10.15 and section 219 of the Corporations Act

REQUIRED INFORMATION	DETAILS
Name of the persons to whom Securities will be issued	The proposed recipients of the Securities are set out in Section 9.1.
Categorisation under Listing Rule 10.14	Each of the proposed recipients falls within the category set out in Listing Rule 10.14.1 as they are a related party of the Company by virtue of being a Director. Any nominee(s) of the proposed recipients who receive Securities may constitute 'associates' for the purposes of Listing Rule 10.14.2.
Number of Securities and class to be issued	The maximum number of Performance Rights to be issued (being the nature of the financial benefit proposed to be given) is 8,000,000, which will be allocated as set out in the table included at Section 9.1 above.
Terms of Securities	The Performance Rights will be issued on the terms and conditions set out in Schedule 3.
Material terms of the Plan	A summary of the material terms and conditions of the Plan is set out in Schedule 4.
Material terms of any loan	No loan is being made in connection with the acquisition of the Securities.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Securities within 5 Business Days of the Meeting. In any event, the Company will not issue any Securities later than 15 months after the date of the Meeting.
Price or other consideration the Company will receive for the Securities	The Securities will be issued at a nil issue price.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to provide a performance linked incentive component in the remuneration package for the Directors to motivate and reward their performance as a Director and to provide cost effective remuneration to the Directors, enabling the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to the Directors.
Consideration of type of Security to be issued	The Company has agreed to issue the Performance Rights for the following reasons: (a) the issue of Performance Rights has no immediate dilutionary impact on Shareholders; (b) the milestones attaching to the Performance Rights to the Directors will align the interests of the recipient with those of Shareholders;

REQUIRED INFORMATION	DETAILS												
	(c) the issue 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 Directors; and (d) it is not considered that there are any significant opportunity costs to the Company or benefits foregone by the Company in issuing the Performance Rights on the terms proposed.												
Consideration of quantum of Securities to be issued	The number of Securities to be issued has been determined based upon a consideration of: (a) current market standards and/or practices of other ASX listed companies of a similar size and stage of development to the Company; (b) the remuneration of the proposed recipients; and (c) incentives to attract and ensure continuity of service/retain the service of the proposed recipients who have appropriate knowledge and expertise, while maintaining the Company's cash reserves. The Company does not consider that there are any significant opportunity costs to the Company or benefits foregone by the Company in issuing the Securities upon the terms proposed.												
Remuneration package	The total remuneration package for each of the recipients for the previous financial year and the proposed total remuneration package for the current financial year are set out below: <table><tr><th>DIRECTOR</th><th>CURRENT FINANCIAL YEAR ENDING 31 MARCH 2027</th><th>PREVIOUS FINANCIAL YEAR ENDED 31 MARCH 2026</th></tr><tr><td>Sean Delaney</td><td>453,600¹</td><td>\$327,112⁴</td></tr><tr><td>Simon Andrew</td><td>163,000²</td><td>\$72,148⁵</td></tr><tr><td>Aidan Platel</td><td>143,000³</td><td>\$52,148⁶</td></tr></table> Notes: 1. Comprising \$230,000 in fees & salary, \$27,600 in superannuation and \$196,000 in equity based payments. 2. Comprising \$65,000 in fees & salary and \$98,000 in equity-based payments. 3. Comprising \$40,224 in fees & salary, \$4,776 in superannuation and \$98,000 in equity-based payments. 4. Comprising \$230,000 in fees & salary, \$22,505 in long-term leave entitlement, \$27,335 in superannuation and \$47,272 in equity based payments. 5. Comprising \$65,000 in fees & salary and \$7,148 in equity-based payments. 6. Comprising \$40,224 in fees & salary, \$4,776 in superannuation and \$7,148 in equity-based payments.	DIRECTOR	CURRENT FINANCIAL YEAR ENDING 31 MARCH 2027	PREVIOUS FINANCIAL YEAR ENDED 31 MARCH 2026	Sean Delaney	453,600 ¹	\$327,112 ⁴	Simon Andrew	163,000 ²	\$72,148 ⁵	Aidan Platel	143,000 ³	\$52,148 ⁶
DIRECTOR	CURRENT FINANCIAL YEAR ENDING 31 MARCH 2027	PREVIOUS FINANCIAL YEAR ENDED 31 MARCH 2026											
Sean Delaney	453,600 ¹	\$327,112 ⁴											
Simon Andrew	163,000 ²	\$72,148 ⁵											
Aidan Platel	143,000 ³	\$52,148 ⁶											
Valuation	The Company values the Performance Rights at \$392,000 (being \$0.049 per Performance Right) based on the trinomial methodology. Further information in respect of the valuation of the Securities and the pricing methodology is set out in Schedule 5.												

REQUIRED INFORMATION	DETAILS																				
Interest in Securities	The relevant interests of the recipients in Securities as at the date of this Notice and following completion of the issue are set out below:																				
	As at the date of this Notice																				
	<table><tr><th>RELATED PARTY</th><th>SHARES</th><th>OPTIONS</th><th>PERFORMANCE RIGHTS</th><th>FULLY DILUTED</th></tr><tr><td>Sean Delaney</td><td>2,517,778</td><td>3,000,000</td><td>10,000,000</td><td>6.19%</td></tr><tr><td>Simon Andrew</td><td>491,111</td><td>1,500,000</td><td>4,000,000</td><td>2.39%</td></tr><tr><td>Aidan Platel</td><td>350,000</td><td>1,500,000</td><td>4,000,000</td><td>2.34%</td></tr></table>	RELATED PARTY	SHARES	OPTIONS	PERFORMANCE RIGHTS	FULLY DILUTED	Sean Delaney	2,517,778	3,000,000	10,000,000	6.19%	Simon Andrew	491,111	1,500,000	4,000,000	2.39%	Aidan Platel	350,000	1,500,000	4,000,000	2.34%
	RELATED PARTY	SHARES	OPTIONS	PERFORMANCE RIGHTS	FULLY DILUTED																
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<table><tr><th>RELATED PARTY</th><th>SHARES</th><th>OPTIONS</th><th>PERFORMANCE RIGHTS</th><th>FULLY DILUTED</th></tr><tr><td>Sean Delaney</td><td>2,517,778</td><td>3,000,000</td><td>14,000,000</td><td>7.55%</td></tr><tr><td>Simon Andrew</td><td>491,111</td><td>1,500,000</td><td>6,000,000</td><td>3.09%</td></tr><tr><td>Aidan Platel</td><td>350,000</td><td>1,500,000</td><td>6,000,000</td><td>3.04%</td></tr></table>	RELATED PARTY	SHARES	OPTIONS	PERFORMANCE RIGHTS	FULLY DILUTED	Sean Delaney	2,517,778	3,000,000	14,000,000	7.55%	Simon Andrew	491,111	1,500,000	6,000,000	3.09%	Aidan Platel	350,000	1,500,000	6,000,000	3.04%	
RELATED PARTY	SHARES	OPTIONS	PERFORMANCE RIGHTS	FULLY DILUTED																	
Sean Delaney	2,517,778	3,000,000	14,000,000	7.55%																	
Simon Andrew	491,111	1,500,000	6,000,000	3.09%																	
Aidan Platel	350,000	1,500,000	6,000,000	3.04%																	
Dilution	If the milestones attaching to the Performance Rights issued under these Resolutions are met and the Performance Rights are converted, a total of 8,000,000 Shares would be issued. This will increase the number of Shares on issue from 177,098,860 (being the total number of Shares on issue as at the date of this Notice) to 185,098,860 (assuming that no Shares are issued and no other convertible securities vest or are exercised) with the effect that the shareholding of existing Shareholders would be diluted by an aggregate of 4.32%, comprising 2.16% by Mr Delaney, 1.08% by Mr Andrew, and 1.08% by Mr Platel																				
Market price	The market price for Shares during the term of the Performance Rights may determine whether or not the Performance Rights are converted. If, at any time, any of the Performance Rights are converted and the Shares are trading on ASX at a price that is higher than the price at which the Shares would otherwise be issued, there may be a perceived cost to the Company.																				
Trading history	The trading history of the Shares on ASX in the 12 months before the date of this Notice is set out below: <table><tr><th></th><th>PRICE</th><th>DATE</th></tr><tr><td>Highest</td><td>\$0.185</td><td>28 July 2025</td></tr><tr><td>Lowest</td><td>\$0.036</td><td>15,29 & 30 June 2026</td></tr><tr><td>Last</td><td>\$0.049</td><td>22 July 2026</td></tr></table>		PRICE	DATE	Highest	\$0.185	28 July 2025	Lowest	\$0.036	15,29 & 30 June 2026	Last	\$0.049	22 July 2026								
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Highest	\$0.185	28 July 2025																			
Lowest	\$0.036	15,29 & 30 June 2026																			
Last	\$0.049	22 July 2026																			
Securities previously issued to the recipient/(s) under the Plan	The following Performance Rights were issued to the Directors under the Plan pursuant to the Listing Rule 10.11 approvals that were obtained at the Company’s previous Annual General Meeting: (a) 6,000,000 Performance Rights to Sean Delaney; (b) 4,000,000 Performance Rights to Simon Andrew; and (c) 4,000,000 Performance Rights to Aidan Platel.																				

REQUIRED INFORMATION	DETAILS
Additional Information	Details of any Securities issued under the Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14. Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Securities under the Plan after this Resolution is approved and who were not named in this Notice will not participate until approval is obtained under Listing Rule 10.14.
Other information	The Board is not aware of any other information that is reasonably required by Shareholders to allow them to decide whether it is in the best interests of the Company to pass these Resolutions.
Voting exclusion statements	Voting exclusion statements apply to these Resolutions.
Voting prohibition statements	Voting prohibition statements apply to these Resolutions.

GLOSSARY

\$ or A\$ means Australian dollars.

7.1A Mandate has the meaning given in Section 4.2 of the Explanatory Statement.

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

Board means the current board of directors of the Company.

Bousquet Option Agreement has the meaning given in Section 5.1 of the Explanatory Statement.

Bullion Gold means Bullion Gold Resources Corp, a company incorporated under the Business Corporations Act (Alberta) and registered as an extra provincial company under the British Columbia Business Corporations Act, having its registered office and its principal place of business at 410, rue Saint-Nicolas, suite 236, Montréal (Québec) H2Y 2P5.

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

C\$ means Canadian dollars.

Chair means the chair of the Meeting.

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

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

Company means Olympio Metals Limited (ACN 619 330 648).

Constitution means the Company's constitution.

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

Deemed Issue Price has the meaning given in Section 5.1.

Deferred Shares has the meaning given in Section 5.1.

Directors means the current directors of the Company.

Drilling Milestone means the commencement of the first drilling programme at the Jacknife Project.

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

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

Explanatory Statement means the explanatory statement accompanying the Notice.

First Performance Shares means that 5,000,000 Shares that the Company has agreed under the Jacknife Agreement, subject to the satisfaction of the Drilling Milestone.

Jacknife Acquisition has the meaning given in Section 6.1 of the Explanatory Statement.

Jacknife Agreement has the meaning given in Section 6.1 of the Explanatory Statement.

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

Listing Rules means the Listing Rules of ASX.

Meeting means the meeting convened by the Notice.

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

Option means an option to acquire a Share.

Previous Approval has the meaning given in Section 4.4 of the Explanatory Statement.

Proxy Form means the proxy form accompanying the Notice.

Remuneration Report means the remuneration report set out in the Directors' report section of the Company's annual financial report for the year ended 31 March 2026.

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

Scout Discoveries means Scout Discoveries Corp., a corporation organised under the laws of Delaware, United States.

Section means a section of the Explanatory Statement.

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

Shareholder means a registered holder of a Share.

Spill Meeting has the meaning given in Section 2 of the Explanatory Statement.

Upfront Consideration Shares has the meaning given in Section 6.2.

US\$ means United States dollars.

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

VWAP means volume weighted average price.

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

Year 4 Shares has the meaning given in Section 5.1.

Year 5 Shares has the meaning given in Section 5.1.

SCHEDULE 1 – MATERIAL TERMS OF THE BOUSQUET OPTION AGREEMENT

The material terms and conditions of the Bousquet Option Agreement are summarised below:

TERMS	BOUSQUET OPTION AGREEMENT
Earn-in	Bullion Gold grants the Company an exclusive option to earn up to 80% of the rights, title and interest in the mineral claims and associated assets that comprise the Bousquet Project (Project)(Earn-in).
Consideration	The consideration payable to Bullion Gold by the Company under the Agreement comprises: (a) upfront consideration of: (i) C\$100,000 in cash; and (ii) C\$50,000 worth of fully paid ordinary shares in the capital of the Company based on a deemed issue price equal to the 15-day VWAP of the Company's Shares immediately prior to execution of the Bousquet Option Agreement (Execution Date); (Upfront Consideration) (b) the following deferred payments which can be accelerated at the Company's election: (i) on or before the date which is 12 months after the Execution Date, the Company must: (A) pay C\$100,000 in cash; and (B) subject to Shareholder approval, issue C\$50,000 worth of Shares based on a deemed issue price equal to the 15-day VWAP prior to the issue date (Deemed Issue Price); (ii) on or before the date which is 24 months after the Execution Date, the Company must: (A) pay C\$150,000 in cash; and (B) subject to Shareholder approval, issue C\$50,000 worth of Shares at the Deemed Issue Price (taking the Company's ownership of the Project to 51%, subject to the Company spending the first \$1,000,000 pursuant to the Minimum Expenditure below); (iii) on each of the dates which is 48 months, 60 months and 72 months after the Execution Date, the Company must: (A) pay C\$50,000 in cash; and (B) subject to Shareholder approval, issue C\$25,000 worth of Shares at the Deemed Issue Price; (iv) on the date which is 7 years after the Execution Date, the Company must: (A) pay C\$150,000 in cash; and (B) subject to Shareholder approval, issue C\$75,000 worth of Shares at the Deemed Issue Price; and (v) on the date which is 8 years after the Execution Date, the Company must: (A) pay C\$200,000 in cash; and (B) subject to Shareholder approval, issue C\$100,000 worth of Shares at the Deemed Issue Price,

TERMS	BOUSQUET OPTION AGREEMENT
	(together, the Deferred Payments).
Performance Payments	The Company must make the following performance payments to Bullion Gold: (a) upon the Company announcing JORC-compliant gold mineral resource of at least 1 million ounces at an average grade >1.0g/t Au and a minimum cut-off grade of 0.3 g/t (JORC Announcement), C\$1.50 in cash per every ounce announced by the Company up to a maximum of 250,000 ounces; (b) upon the Company making the JORC Announcement, C\$1 in cash per every ounce announced by the Company above 250,001 ounces up to a maximum of 500,000 ounces; and (c) upon the Company making the JORC Announcement, C\$0.50 in cash per every ounce announced by the Company above 500,000 ounces.
Minimum Expenditure	The Company must incur the following exploration expenditure on the Project: (a) C\$300,000 within 12 months from the Execution Date; (b) C\$300,000 within 24 months from the Execution Date; (c) C\$400,000 within 36 months from the Execution Date; (d) C\$200,000 within each subsequent 12 month period for a total of a further C\$1,000,000 within 96 months from the Execution Date, (Minimum Expenditure).
Withdrawal	(a) The Company may withdraw from the Earn-in at any time. (b) Upon notice of withdrawal, the Company no longer has to make the Deferred Payments. (c) If the Company withdraws from the Earn-in after the date that is 24 months after the Execution Date, a joint venture will be formed with the parties' interests in the joint venture and Project as follows: (i) the Company - 49%; and (ii) Bullion Gold - 51%, (Joint Venture). Bullion Gold will become the manager of the Joint Venture and the project as a fully pro rata contribute or dilute joint venture.
Other Terms	(a) The Company may accelerate any of the payments under the Agreement at its discretion. (b) Other than as noted above, the Agreement otherwise contains terms which are standard for an agreement of this type.

SCHEDULE 2 – MATERIAL TERMS OF THE JACKNIFE AGREEMENT

The material terms and conditions of the Jacknife Agreement are summarised below:

TERMS	JACKNIFE AGREEMENT
Sale and Purchase	Scout Discoveries is the registered and beneficial holder of a 100% undivided interest in the mining claims comprising the Jacknife Project (Claims). Scout Discoveries has agreed to sell, and the Company has agreed to acquire, an 80% undivided legal and beneficial interest (Interest) in the Claims together with all technical information, and the benefit of any third-party agreements relating to the Jacknife Project (together, the Assets), free and clear of encumbrances other than certain permitted encumbrances.
Conditions precedent	Completion of the Jacknife Acquisition (Completion) is subject to and conditional upon the satisfaction or waiver of the following conditions precedent: (a) the Company obtaining all necessary third-party, shareholder and regulatory approvals required to complete the acquisition as required by the ASX Listing Rules and the Corporations Act provided that, if the issue of the Upfront Consideration Shares would exceed the Company's available placement capacity under ASX Listing Rule 7.1, the Company must obtain shareholder approval under ASX Listing Rule 7.1 for that issue prior to Completion (and must notify Scout Discoveries in writing within 10 business days of Execution whether such approval is required and, if so, use its best endeavours to obtain that approval before the applicable conditions date); (b) the parties obtaining all necessary third-party approvals or consents to give effect to the Agreement (including any approvals or consents required under applicable mining legislation); (c) completion of due diligence on the Assets to the sole satisfaction of the Company within 30 calendar days after the date of execution of the Agreement (Execution) (or such later date as agreed in writing); (d) if necessary, the relevant third parties executing deeds of assignment and assumption in respect of the Third-Party Agreements (as summarised below); and (e) Scout Discoveries and the Company (or its nominee(s)) executing a joint venture agreement establishing the Joint Venture (as defined below) in respect of the Jacknife Project (Joint Venture Agreement) and a Master Services Agreement (as defined below), under which the Company remains jointly and severally liable as principal for all obligations of any joint venture entity under the Jacknife Agreement and the Joint Venture. If the due diligence condition is not satisfied or waived, or the Joint Venture Agreement is not executed, within 30 calendar days after Execution, or the remaining conditions precedent are not satisfied or waived within 6 months of Execution, the parties may terminate the Agreement by mutual written agreement. If the Company gives notice that it is not satisfied with its due diligence investigations, the Company may terminate the Agreement.
Consideration	In consideration for the sale of the Interest, the Company has agreed to pay and issue to Scout Discoveries (or its nominee(s)) the following consideration: (a) a non-refundable cash deposit of US\$20,000 within 30 days of Execution; (b) 45,000,000 fully paid ordinary shares in the Company (Shares) at Completion (Upfront Consideration Shares);

TERMS	JACKNIFE AGREEMENT
	(c) a cash payment of US\$100,000 within 7 days of satisfaction (or waiver) of the due diligence condition, to reimburse Scout Discoveries for its expenses in connection with the Jackknife Project; and (d) 25,000,000 Shares (Performance Shares) upon satisfaction of the milestones summarised below. The Company will also assume the Third-Party Payments and royalty obligations summarised below.
Performance Shares	The Performance Shares are to be issued to Scout Discoveries (or its nominee(s)) in the following tranches: (a) 5,000,000 Shares to be issued on the commencement of the first drilling programme at the Jackknife Project (being the First Performance Shares the subject of Resolution 7); (b) 10,000,000 Shares to be issued on the grant of all drilling approvals required in respect of the non-patented Claims; and (c) 10,000,000 Shares to be issued on the announcement of a JORC Code or NI43-101 compliant Mineral Resource Estimate of at least 3Moz AgEq using a minimum cut-off grade of 30g/t at the Jackknife Project. The issue of the second and third tranche of Performance Shares is subject to the Company obtaining shareholder approval under ASX Listing Rule 7.1. The Company must use its best endeavours to obtain any such shareholder approval required to enable it to issue the relevant Performance Shares when the applicable milestone is achieved. If, despite using its best endeavours, the Company does not obtain the required shareholder approval within 6 months after the applicable milestone for the second or third tranche is achieved, the Company must instead pay Scout Discoveries a cash amount (denominated in Australian dollars) equal to the number of Performance Shares in the relevant tranche multiplied by the 5-day volume weighted average price of Shares calculated over the 5 trading days immediately preceding the date on which the milestone was achieved, within 10 business days after the expiry of that 6-month period.
Escrow	The Upfront Consideration Shares and the Performance Shares will be subject to a voluntary escrow period of 12 months from their respective dates of issue.
Third-Party Payments	In part consideration for the sale of the Interest, the Company has agreed to assume Scout Discoveries' payment obligations under a royalty agreement with Bronco Creek Exploration Inc (Bronco Creek) and a mineral lease with Brush Prairie Minerals Inc and Chester Mining Company (together, the Lessors) (together, the Third-Party Agreements), being: (a) US\$500,000 payable to Bronco Creek on completion of a Preliminary Economic Assessment in respect of the Claims; (b) US\$1,000,000 payable to Bronco Creek on completion of a Pre-Feasibility Study in respect of the Jackknife Project; (c) US\$1,000,000 payable to Bronco Creek on completion of a Feasibility Study in respect of the Jackknife Project; (d) an annual advance royalty payment of US\$75,000 to Bronco Creek, first payable on 31 July 2026; and (e) an annual payment of US\$30,000 (increasing to US\$40,000 per annum from the commencement of 2027) to the Lessors, payable in equal quarterly instalments. The Company is responsible for all such payments falling due on or after the date the due diligence condition is satisfied or waived (whether or not a formal deed of assignment and assumption has been executed) and indemnifies

TERMS	JACKNIFE AGREEMENT
	Scout Discoveries on an uncapped basis against any failure to pay or perform those obligations.
Royalties	The Jacknife Project is subject to the following royalties, which the Company will assume on Completion: (a) a 2.5% net smelter return royalty payable to the Lessors, which may be extinguished by payment of US\$3,000,000 less payments already made to the Lessors; and (b) a production royalty payable to Bronco Creek, which is reduced to 0.75% for so long as the Lessors' royalty remains payable and may increase to 3.25% if the Lessors' royalty is extinguished. The parties intend that the aggregate royalty burden will not exceed 3.25%.
Completion	Completion will occur on the date that is 5 business days after satisfaction or waiver of the last of the conditions precedent, or such other date as the parties agree in writing. The Claims will remain registered in Scout Discoveries' name, with no transfer of legal title taking effect, until formation of the Joint Venture. No interest in any federal unpatented mining claim will vest in the Company (or its nominee(s)) unless the holding entity is qualified to hold such claims under applicable US mining laws.
Joint Venture	With effect from Completion, the parties will form a joint venture, pursuant to which the Company (or its nominee(s)) will own an 80% interest in the Jacknife Project and Scout Discoveries will retain the remaining 20% (Joint Venture). The Company and Scout Discoveries must execute the Joint Venture Agreement to give effect to the Joint Venture, in the form agreed between the parties as at the date of the Jacknife Agreement, on or before Completion. The Jacknife Agreement and the Joint Venture Agreement are complementary documents, and the allocation of subject matter between them (and the rules of priority in the event of any inconsistency) is governed by the Joint Venture Agreement. The key principles of the agreed form Joint Venture Agreement include the following: (a) the Company will sole fund all joint venture expenditure and free carry Scout Discoveries' 20% interest until initial production occurs at the Jacknife Project, with the Company's sole recourse for recovery of carried costs being Scout Discoveries' share of production (if and when production occurs); (b) following the free carried period, expenditure will be funded pro rata, and the Company may retain Scout Discoveries' share of production until it has recovered an amount equal to Scout Discoveries' share of the joint venture expenditure incurred during the free carried period; (c) thereafter, a party that does not fund its proportionate share of approved budgets will dilute under a dilution formula to be set out in the joint venture agreement, applying mutually to both parties (Scout Discoveries' free carry is not subject to dilution); (d) if a party's interest dilutes below 10%, its remaining interest will automatically convert to a 1% net smelter return royalty on production from the Jacknife Project; and (e) following commencement of production, the Company may recover from Scout Discoveries' share of production an amount equal to 20% of the payments assumed by the Company under the Bronco Creek royalty agreement.

TERMS	JACKNIFE AGREEMENT
Master Services Agreement	Scout Discoveries must also enter into a master services agreement with the Company on or before Completion (Master Services Agreement), under which Scout Discoveries will provide geological, drilling and other exploration services to the Company in connection with the Jackknife Project on a cost plus 25% margin basis, subject to the terms of the Master Services Agreement (including approved work orders, payment terms, insurance requirements, indemnity provisions, capacity limits and a cap on Scout Discoveries' liability).
Lakeview Mill right of first refusal	Scout Discoveries holds a right of first refusal over the Lakeview Mill parcels and facility under its mineral lease (ROFR). Until the ROFR is held directly by the Company (or its nominee(s)) or the Agreement is terminated, Scout Discoveries holds the ROFR, and any benefit arising under it, on trust absolutely for the Company. If the ROFR is triggered, the Company may direct Scout Discoveries to exercise it, in which case the Company must fund all associated acquisition costs (including the purchase price, duties and taxes) and Scout Discoveries must acquire the Lakeview Mill assets, hold them on bare trust for the Company (or its nominee(s)) and transfer them to the Company (or its nominee(s)) for no additional consideration. The Company indemnifies Scout Discoveries on an uncapped basis in respect of the exercise of the ROFR and the acquisition, holding and transfer of the Lakeview Mill assets.
Termination	Scout Discoveries may terminate the Agreement with immediate effect if the Company fails to make any cash payment or share issue when due and does not cure that breach within 45 days after receiving written notice of it. The Company may terminate the Agreement at any time prior to Completion by giving 30 calendar days' written notice, provided it has made the payments and share issues then due under the Agreement. Termination does not release the Company from obligations or liabilities that accrued prior to termination, arise from its pre-termination activities on the Jackknife Project, or expressly survive termination.
Other terms	The Agreement otherwise contains terms and conditions (including in relation to confidentiality, assignment, negative pledge, force majeure and costs) which are customary for an agreement of this nature.

SCHEDULE 3 – TERMS AND CONDITIONS OF THE PERFORMANCE RIGHTS

1.	Entitlement	Each Performance Right entitles the holder to subscribe for one Share upon conversion of the Performance Right.						
2.	Plan	The Performance Rights are granted under the Company's Employee Securities Incentive Plan (Plan). Defined terms in these terms and conditions have the same meaning as in the Plan. In the event of any inconsistency between the Plan and these terms and conditions, these terms and conditions will apply to the extent of the inconsistency.						
3.	Consideration	Nil consideration is payable for the Performance Rights.						
4.	Expiry Date	Each Performance Right will expire on the earlier to occur of: (a) the Performance Rights lapsing and being forfeited under the Plan; and (b) 5:00 pm WST on the date that is five years following the date of issue, (Expiry Date). For the avoidance of doubt, any unconverted Performance Rights will automatically lapse on the Expiry Date.						
5.	Vesting Conditions	The Performance Rights shall vest as follows: <table><tr><th>CLASS</th><th>VESTING CONDITION</th></tr><tr><td>A</td><td>The announcement of a JORC Code or NI43-101 compliant Mineral Resource Estimate of at least 3Moz AgEq using a minimum cut-off grade of 30g/t at the Jacknife Project</td></tr><tr><td>B</td><td>The announcement of a JORC Code or NI43-101 compliant Mineral Resource Estimate of at least 6Moz AgEq using a minimum cut-off grade of 30g/t at the Jacknife Project</td></tr></table> each, a Vesting Condition.	CLASS	VESTING CONDITION	A	The announcement of a JORC Code or NI43-101 compliant Mineral Resource Estimate of at least 3Moz AgEq using a minimum cut-off grade of 30g/t at the Jacknife Project	B	The announcement of a JORC Code or NI43-101 compliant Mineral Resource Estimate of at least 6Moz AgEq using a minimum cut-off grade of 30g/t at the Jacknife Project
CLASS	VESTING CONDITION							
A	The announcement of a JORC Code or NI43-101 compliant Mineral Resource Estimate of at least 3Moz AgEq using a minimum cut-off grade of 30g/t at the Jacknife Project							
B	The announcement of a JORC Code or NI43-101 compliant Mineral Resource Estimate of at least 6Moz AgEq using a minimum cut-off grade of 30g/t at the Jacknife Project							
6.	Rights attaching to Performance Rights	Prior to a Performance Right being converted, the holder: (a) does not have any interest (legal, equitable or otherwise) in any Share which may be issued on conversion of the Performance Right other than as expressly set out in the Plan; (b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company; (c) is not entitled to receive any dividends declared by the Company; and (d) is not entitled to participate in any new issue of Shares (refer to section 16).						
7.	Restrictions on dealing with Performance Rights	The Performance Rights cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances under the Plan (including in the case of death or total and permanent disability of the holder) with the consent of the Board. A holder must not enter into any arrangement for the purpose of hedging their economic exposure to a Performance Right that has been granted to them.						

8.	Cessation of Employment	Any unvested Performance Rights will automatically be forfeited on the termination or cessation of the Participant's employment for any reason, subject to the Board's overriding discretion to determine an alternate treatment.
9.	Forfeiture Conditions	Performance Rights will be forfeited in the following circumstances: (a) in the case of unvested Performance Rights only, where the Participant ceases to be an Eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Group); (b) where a Participant acts fraudulently, dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group; (c) where there is a failure to satisfy the Vesting Conditions in accordance with the Plan; (d) on the date the Participant becomes insolvent or their Nominated Party (if applicable) becomes insolvent; or (e) on the Expiry Date, subject to the discretion of the Board.
10.	Conversion	The Performance Rights can be converted at any time on and from the delivery of a vesting notice until the Expiry Date (Conversion Period).
11.	Conversion Notice	The Performance Rights may be converted during the Conversion Period by delivery of a written notice specifying the number of Performance Rights being converted (Conversion Notice).
12.	Timing of issue of Shares and quotation of Shares on conversion	Within five Business Days after the issue of a Conversion Notice by the holder, the Company will: (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled; and (b) if required, issue a substitute certificate for any remaining unconverted Performance Rights held by the holder. Additionally, the Company will do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the ASX Listing Rules and subject to the expiry of any restriction period that applies to the Shares under the Corporations Act or the ASX Listing Rules, as soon as reasonably practicable.
13.	Restrictions on transfer of Shares on conversion	Shares issued on conversion of the Performance Rights are subject to the following restrictions: (a) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on conversion 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; (b) all Shares issued on conversion of the Performance Rights are subject to restrictions imposed by Applicable Law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and (c) all Shares issued on conversion of the Performance Rights are subject to the terms of the Company's Securities Trading Policy as set out on the Company's website.

14.	Rights attaching to Shares on conversion	Shares issued upon conversion of the Performance Rights will rank equally with the then Shares of the Company.
15.	Change of Control	Subject at all times to the Listing Rules, if a Change of Control Event occurs (being an event which results in any person (either alone or together with associates) owning more than 50% of the Company's issued capital), or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the holder's Performance Rights will be dealt with, including, without limitation, in a manner that allows the holder to participate in and/or benefit from any transaction arising from or in connection with the Change of Control Event.
16.	Participation in new issues	Subject always to the rights under paragraphs 17 and 18, holders of Performance Rights will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.
17.	Adjustment for bonus issue	If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Performance Rights is entitled, upon conversion of the Performance Rights, to receive an issue of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Performance Rights are converted.
18.	Reorganisation	If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each holder holding Performance Rights will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.
19.	Buy-Back	Subject to applicable law, the Company may at any time buy-back the Performance Rights in accordance with the terms of the Plan.
20.	Tax Deferral	Subdivision 83A-C of the <i>Income Tax Assessment Act 1997</i> (Cth) applies (subject to the conditions in that Act) to the Performance Rights.

SCHEDULE 4 – TERMS AND CONDITIONS OF PLAN

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

Eligible Participant	Eligible Participant means a person that is a 'primary participant' (as that term is defined in Division 1A of Part 7.12 of the Corporations Act) in relation to the Company or an Associated Body Corporate (as defined in the Corporations Act) and has been determined by the Board to be eligible to participate in the Plan from time to time.
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 plan Shares, Options and Performance Rights (Securities).
Maximum number of Convertible Securities	The Company will not make an invitation under the Plan which involves monetary consideration if the number of Shares that may be issued, or acquired upon exercise of Convertible Securities offered under an invitation, when aggregated with the number of Shares issued or that may be issued as a result of all invitations under the Plan during the 3 year period ending on the day of the invitation, will exceed 5% of the total number of issued Shares at the date of the invitation (unless the Constitution specifies a different percentage and subject to any limits approved by Shareholders under Listing Rule 7.2 Exception 13(b). The maximum number of equity securities proposed to be issued under the Plan is 5,150,000 Securities (not including those issues that are approved under Listing Rules 10.11 or 10.14). It is not envisaged that the maximum number of Securities will be issued immediately.
Plan administration	The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion (except to the extent that it prevents the Participant relying on the deferred tax concessions under Subdivision 83A-C of the <i>Income Tax Assessment Act 1997</i> (Cth)). The Board may delegate its powers and discretion.
Eligibility, invitation and application	The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for any (or any combination of) the Securities provided under the Plan on such terms and conditions as the Board decides. On receipt of an invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.
Grant of Securities	The Company will, to the extent that it has accepted a duly completed application, grant the Participant the relevant number and type of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.

Rights attaching to Convertible Securities	A Convertible Security represents a right to acquire one or more Plan Shares in accordance with the Plan (for example, an Option or a Performance Right). Prior to a Convertible Security being exercised, the holder: (a) does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security other than as expressly set out in the Plan; (b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company; (c) is not entitled to receive any dividends declared by the Company; and (d) is not entitled to participate in any new issue of Shares (see Adjustment of Convertible Securities section below).
Restrictions on dealing with Convertible Securities	Convertible Securities issued under the Plan cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances as defined under the Plan (including in the case of death or total or permanent disability of the holder) with the consent of the Board in which case the Convertible Securities may be exercisable on terms determined by the Board. A holder must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.
Vesting of Convertible Securities	Any vesting conditions applicable to the Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that security will lapse.
Forfeiture of Convertible Securities	Convertible Securities will be forfeited in the following circumstances: (a) in the case of unvested Convertible Securities only, where the holder ceases to be an Eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Company and any Associated Bodies Corporate (as defined in the Corporations Act) (the Group); (b) where a Participant acts fraudulently or dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group; (c) where there is a failure to satisfy the vesting conditions in accordance with the Plan; (d) on the date the Participant becomes insolvent; or (e) on the Expiry Date, subject to the discretion of the Board.
Listing of Convertible Securities	Convertible Securities granted under the Plan will not be quoted on the ASX or any other recognised exchange. The Board reserves the right in its absolute discretion to apply for quotation of Convertible Securities granted under the Plan on the ASX or any other recognised exchange.

Exercise of Convertible Securities and cashless exercise	To exercise a security, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise (see next paragraph below), pay the exercise price (if any) to or as directed by the Company, at any time following vesting of the Convertible Securities (if subject to vesting conditions) and prior to the expiry date as set out in the invitation or vesting notice. An invitation to apply for Convertible Securities may specify that at the time of exercise of the Convertible Securities, 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. Convertible Securities may not be exercised unless and until that security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.
Timing of issue of Shares and quotation of Shares on exercise	Within five business days after the issue of a valid notice of exercise by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.
Restriction periods and restrictions on transfer of Shares on exercise	If the invitation provides that any Shares issued upon the valid exercise of a Convertible Security are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction. Additionally, Shares issued on exercise of the Convertible Securities are subject to the following restrictions: (a) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on exercise of the Convertible Securities may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Act; (b) all Shares issued on exercise of the Convertible Securities are subject to restrictions imposed by applicable law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and all Shares issued on exercise of the Convertible Securities are subject to the terms of the Company's Securities Trading Policy.
Rights attaching to Shares on exercise	All Shares issued upon exercise of Convertible Securities will rank equally in all respects with the then Shares of the Company.
Change of control	If a change of control event occurs (being an event which results in any person (either alone or together with associates) owning more than 50% of the Company's issued capital), the Board may in its discretion determine the manner in which any or all of the holder's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the holder to participate in and/or benefit from any transaction arising from or in connection with the change of control event. The Board may specify in the Invitation how the Convertible Securities will be treated on a change of control event occurring, or the Board

	determining that such event is likely to occur, which may vary depending upon circumstances in which the Participant becomes a leaver and preserve some or all of the Board's discretion under this rule.
Participation in entitlements and bonus issues	Subject always to the rights under the following two paragraphs, Participants will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.
Adjustment for bonus issue	If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the Participant is entitled, upon exercise of the Convertible Securities, to receive an issue of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised.
Reorganisation	If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.
Buy-Back	Subject to applicable law, the Company may at any time buy-back Securities in accordance with the terms of the Plan.
Employee Share Trust	The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Convertible Securities for holders under the Plan and delivering Shares on behalf of holders upon exercise of Convertible Securities.
Amendment of Plan	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.
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.
Income Tax Assessment Act	The Plan is a plan to which Subdivision 83A-C of the <i>Income Tax Assessment Act 1997</i> (Cth) applies (subject to the conditions in that Act) except to the extent an invitation provides otherwise.

SCHEDULE 5 – VALUATION OF THE PERFORMANCE RIGHTS

The Performance Rights to be issued pursuant to Resolutions 8 to 10 have been valued by internal management.

Using an options pricing model that incorporates a trinomial option valuation and based on the assumptions set out below, the Performance Rights were ascribed the following value:

ASSUMPTIONS:	CLASS A	CLASS B
Valuation date	22 July 2026	22 July 2026
Market price of Shares	4.9 cents	4.9 cents
Exercise price	Nil	Nil
Commencement of performance period	The date of issue.	The date of issue.
Performance measurement	The announcement of a JORC Code or NI43-101 compliant Mineral Resource Estimate of at least 3Moz AgEq using a minimum cut-off grade of 30g/t at the Jacknife Project	The announcement of a JORC Code or NI43-101 compliant Mineral Resource Estimate of at least 6Moz AgEq using a minimum cut-off grade of 30g/t at the Jacknife Project
Expiry date (length of time from issue)	The date that is five years from the date of issue.	The date that is five years from the date of issue.
Risk free interest rate	4.55%	4.55%
Volatility (discount)	100%	100%
Indicative value per Performance Right	4.9 cents	4.9 cents
Total Value of Performance Rights	\$196,000	\$196,000
Sean Delaney (Resolution 8)	\$98,000	\$98,000
Simon Andrew (Resolution 9)	\$49,000	\$49,000
Aidan Platel (Resolution 10)	\$49,000	\$49,000

Note: The valuation noted above is not necessarily the market price that the Incentive Performance Rights could be traded at and is not automatically the market price for taxation purposes.

LODGE YOUR VOTE



ONLINE

<https://au.investorcentre.mpms.mufig.com>



BY MAIL

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C/- MUFG Corporate Markets (AU) Limited
Locked Bag A14
Sydney South NSW 1235 Australia



BY FAX

+61 2 9287 0309



BY HAND*

MUFG Corporate Markets (AU) Limited
Parramatta Square, Level 22, Tower 6,
10 Darcy Street, Parramatta NSW 2150

*During business hours Monday to Friday



ALL ENQUIRIES TO

Telephone: 1300 554 474

Overseas: +61 1300 554 474

LODGE A PROXY FORM

This Proxy Form (and any Power of Attorney under which it is signed) must be received at an address given above by **10:00am (WST) on Saturday, 29 August 2026**, being not later than 48 hours before the commencement of the Meeting. Any Proxy Form received after that time will not be valid for the scheduled Meeting.

Proxy Forms may be lodged using the reply paid envelope or:



ONLINE

<https://au.investorcentre.mpms.mufig.com>

Login to the Investor Centre website using the holding details as shown on the Voting Form. Select 'Voting' and follow the prompts to lodge your vote. To use the online lodgement facility, shareholders will need their "Holder Identifier" - Securityholder Reference Number (SRN) or Holder Identification Number (HIN).



BY MOBILE DEVICE

Our voting website is designed specifically for voting online. You can now lodge your vote by scanning the QR code adjacent or enter the voting link <https://au.investorcentre.mpms.mufig.com> into your mobile device. Log in using the Holder Identifier and postcode for your shareholding.

To scan the code you will need a QR code reader application which can be downloaded for free on your mobile device.

QR Code



HOW TO COMPLETE THIS SHAREHOLDER PROXY FORM

YOUR NAME AND ADDRESS

This is your name and address as it appears on the Company's share register. If this information is incorrect, please make the correction on the form. Shareholders sponsored by a broker should advise their broker of any changes. **Please note: you cannot change ownership of your shares using this form.**

APPOINTMENT OF PROXY

If you wish to appoint the Chairman of the Meeting as your proxy, mark the box in Step 1. If you wish to appoint someone other than the Chairman of the Meeting as your proxy, please write the name of that individual or body corporate in Step 1. A proxy need not be a shareholder of the Company.

DEFAULT TO CHAIRMAN OF THE MEETING

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

VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

You may direct your proxy how to vote by placing a mark in 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 they choose. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF A SECOND PROXY

You are entitled to appoint up to two persons as proxies to attend the Meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the Company's share registry or you may copy this form and return them both together.

To appoint a second proxy you must:

- on each of the first Proxy Form and the second Proxy Form state the percentage of your voting rights or number of shares applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded; and
- return both forms together.

SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided:

Individual: where the holding is in one name, the holder must sign.

Joint Holding: where the holding is in more than one name, either shareholder may sign.

Power of Attorney: to sign under Power of Attorney, you must lodge the Power of Attorney with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

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

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate "Certificate of Appointment of Corporate Representative" must be received at support@cm.mpms.mufig.com prior to admission in accordance with the Notice of Annual General Meeting. A form of the certificate may be obtained from the Company's share registry or online at www.mpms.mufig.com/en/mufg-corporate-markets.

**IF YOU WOULD LIKE TO ATTEND AND VOTE AT THE ANNUAL GENERAL MEETING, PLEASE BRING THIS FORM WITH YOU.
THIS WILL ASSIST IN REGISTERING YOUR ATTENDANCE.**

NAME SURNAME
ADDRESS LINE 1
ADDRESS LINE 2
ADDRESS LINE 3
ADDRESS LINE 4
ADDRESS LINE 5
ADDRESS LINE 6



X9999999999

PROXY FORM

I/We being a member(s) of Olympio Metals Limited and entitled to attend and vote hereby appoint:

APPOINT A PROXY

☐ the Chairman of the Meeting (mark box)

OR if you are **NOT** appointing the Chairman of the Meeting as your proxy, please write the name of the person or body corporate you are appointing as your proxy

or failing the person or body corporate named, or if no person or body corporate is named, the Chairman of the Meeting, as my/our proxy to act on my/our behalf (including to vote in accordance with the following directions or, if no directions have been given and to the extent permitted by the law, as the proxy sees fit) at the Annual General Meeting of the Company to be held at **10:00am (WST) on Monday, 31 August 2026 at Level 15, 2 The Esplanade, Perth WA 6000** (the **Meeting**) and at any postponement or adjournment of the Meeting.

Important for Resolutions 1, 8, 9 & 10: If the Chairman of the Meeting is your proxy, either by appointment or by default, and you have not indicated your voting intention below, you expressly authorise the Chairman of the Meeting to exercise the proxy in respect of Resolutions 1, 8, 9 & 10, even though the Resolutions are connected directly or indirectly with the remuneration of a member of the Company's Key Management Personnel (**KMP**).

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business.

VOTING DIRECTIONS

Proxies will only be valid and accepted by the Company if they are signed and received no later than 48 hours before the Meeting. Please read the voting instructions overleaf before marking any boxes with an ☒.

Resolutions

	For	Against	Abstain*		For	Against	Abstain*
1 Adoption of Remuneration Report	☐	☐	☐	9 Approval to Issue Performance Rights to Simon Andrew	☐	☐	☐
2 Re-Election of a Director – Aidan Platel	☐	☐	☐	10 Approval to Issue Performance Rights to Aidan Platel	☐	☐	☐
3 Approval of 7.1A Mandate	☐	☐	☐				
4 Approval to Issue Year 4 Shares to Bullion Gold	☐	☐	☐				
5 Approval to Issue Year 5 Shares to Bullion Gold	☐	☐	☐				
6 Approval to Issue Upfront Consideration to Scout Discoveries	☐	☐	☐				
7 Ratification of the Agreement to Issue the First Performance Shares to Scout Discoveries	☐	☐	☐				
8 Approval to Issue Performance Rights to Sean Delaney	☐	☐	☐				



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

SIGNATURE OF SHAREHOLDERS – THIS MUST BE COMPLETED

Shareholder 1 (Individual)

Sole Director and Sole Company Secretary

Joint Shareholder 2 (Individual)

Director/Company Secretary (Delete one)

Joint Shareholder 3 (Individual)

Director

This form should be signed by the shareholder. If a joint holding, either shareholder may sign. If signed by the shareholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth).

OLY PRX2603D