ALTAIR MINERALS LIMITED
ACN 149 026 308
NOTICE OF GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 11:00am (AEST)

DATE: 3 September 2026

PLACE: Virtual Meeting accessible via https://us06web.zoom.us/webinar/register/WN_Nsp1-ieQSoWMjkhD4wWacA

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 11:00am (AEST) on 1 September 2026.

BUSINESS OF THE MEETING

AGENDA

1. RESOLUTION 1 – APPROVAL TO ISSUE PERFORMANCE RIGHTS IN PART CONSIDERATION FOR THE ACQUISITION OF THE IRKA PROJECT

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

> *"That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to five (5) Performance Rights to Mr Crhistian Enrique Vargas Serna (or his nominee(s)) on the terms and conditions set out in the Explanatory Statement."*

2. RESOLUTION 2 – APPROVAL TO ISSUE ADVISOR OPTIONS TO MR SIMON BOLSTER

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

> *"That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to an aggregate of 15,000,000 Options to Mr Simon Bolster (or his nominee(s)) on the terms and conditions set out in the Explanatory Statement."*

Dated: 5 August 2026

Voting Exclusion Statements

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

Resolution 1 – Approval to issue Performance Rights in Part Consideration for the Acquisition of the Irka Project	Mr Crhistian Enrique Vargas Serna (or his 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 2 – Approval to issue Advisor Options to Mr Simon Bolster	Mr Simon Bolster (or his 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).

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

Notice is hereby given that the General Meeting of shareholders of the Company will be held as a wholly virtual meeting.

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 11:00am (AEST) on 1 September 2026.

Shareholders are encouraged to submit their proxies as early as possible, and in any event, prior to the cut-off date for proxy voting as set out in the Notice. To lodge your proxy, please follow the directions on your personalised proxy form.

Shareholders attending the Meeting virtually will be able to ask questions and the Company has made provision for Shareholders who register their attendance before the start of the meeting to also cast their votes on the proposed resolutions at the Meeting.

Attending the meeting and voting virtually

The virtual meeting can be attended using the following details:

Register in advance for the virtual meeting: https://us06web.zoom.us/webinar/register/WN_Nsp1-ieQSoWMjkhD4wWacA

After registering, you will receive a confirmation email containing information about joining the meeting. As noted previously, the Company strongly recommends its shareholders to lodge a directed proxy as soon as possible in advance of the meeting even if they are planning to attend the meeting online. The Company will conduct a poll on each resolution presented at the meeting. The Company will accept questions during the meeting either by submitting a question through the Q&A box located on screen or by raising the hand function also located on screen at which point the Company will allow your question verbally.

The Company is happy to accept and answer questions submitted prior to the meeting by email to admin@altairminerals.com.au. The Company will address relevant questions during the meeting or by written response after the Meeting (subject to the discretion of the Company not to respond to unreasonable and/or offensive questions).

Any shareholders who wish to attend the Meeting should monitor the Company's website and its ASX announcements for any updates about the Meeting. If it becomes necessary or appropriate to make alternative arrangements for the holding or conducting of the meeting, the Company will make further information available through the ASX website at asx.com.au (ASX: ALR) and on its website at www.altairminerals.com.au.

Should you wish to discuss the matters in this Notice please do not hesitate to contact the Company Secretary on +61 3 8630 3321.

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. RESOLUTION 1 – APPROVAL TO ISSUE PERFORMANCE RIGHTS IN PART CONSIDERATION FOR ACQUISITION OF THE IRKA PROJECT

1.1 General

On 4 February 2025, the Company announced that it had entered into a binding option agreement with Mr Crhistian Enrique Vargas Serna (**Vendor**) dated 29 January 2025 (as subsequently varied by written agreement of the parties) (**Option Agreement**) to acquire an indirect 80% interest in Permit No. N010184917 (**Irka Project**) (**Acquisition**).

A summary of the material terms of the Option Agreement (as varied) is set out in Schedule 1.

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of up to five (5) Performance Rights in part consideration for the Acquisition.

1.2 Listing Rule 7.1

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.

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.

1.3 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. Consequently, the Company will not be able to complete its obligations under the Option Agreement (as varied) and may be required to satisfy the issue of Performance Rights by other means (including via cash payment).

1.4 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	Mr Crhistian Enrique Vargas Serna (or his nominee(s)).
Number of Securities and class to be issued	Five (5) Performance Rights will be issued.
Terms of Securities	The Performance Rights will be issued on the terms and conditions set out in Schedule 2.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Performance Rights within 5 Business Days of the Meeting. In any event, the Company will not issue any Performance Rights later than three months after the date of the Meeting (or such later date to the extent

REQUIRED INFORMATION	DETAILS
	permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Performance Rights will be issued at a nil issue price, in part consideration for the Acquisition.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue of Performance Rights is to satisfy the Company's obligations under the Option Agreement (as varied).
Summary of material terms of agreement to issue	The Performance Rights are being issued under the Option Agreement (as varied), 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.

2. RESOLUTION 2 – APPROVAL TO ISSUE ADVISOR OPTIONS TO MR SIMON BOLSTER

2.1 General

On 1 June 2026, the Company announced that it had appointed Mr Simon Bolster as Technical Advisor to the Company's Greater Oko Project under a consultancy agreement (**Consultancy Agreement**).

The material terms of the Consultancy Agreement are summarised below:

(a) **Term:** Initial term of 12 months from commencement, continuing thereafter until terminated in accordance with the Consultancy Agreement.

(b) **Fees:** A monthly retainer of A$2,150 covering up to five hours of advisory services per month, with additional services billed at A$2,750 per day or A$285 per hour.

(c) **Options:** Subject to Board and Shareholder approval, Mr Bolster will be granted a total of 15,000,000 Options.

(d) **Termination:** Either party may terminate on 30 days' written notice, and the Company may terminate immediately for material breach, misconduct or breach of confidentiality. If the Company terminates without cause, any Options that would have vested in the six months following termination (approximately 20% of the total grant) vest immediately, and Mr Bolster shall have at least 12 months from termination to exercise vested Options, while all other unvested Options shall lapse.

Pursuant to the Consultancy Agreement, the Company has agreed to issue Mr Bolster (or his nominee(s)) an aggregate of 15,000,000 Options (**Advisor Options**) on the terms and conditions set out in Schedule 3.

Further details in respect of the Advisor Options proposed to be issued are set out in the table below:

CLASS	QUANTUM	EXERCISE PRICE	VESTING CONDITION	EXPIRY DATE
A	3,000,000	$0.045	Commencement of the Consultancy Agreement.	Three (3) years from the vesting condition having been satisfied.
B	6,000,000	$0.060	Twelve (12) months of continued engagement.	Three (3) years from the vesting condition having been satisfied.

CLASS	QUANTUM	EXERCISE PRICE	VESTING CONDITION	EXPIRY DATE
C	6,000,000	$0.070	Twenty-four (24) months of continued engagement.	Three (3) years from the vesting condition having been satisfied.

The Consultancy Agreement otherwise contains provisions considered standard for an agreement of its nature.

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of the Advisor Options Pursuant to the Consultancy Agreement.

2.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 1.2 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.

2.3 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. Consequently, the Company will not be able to satisfy its obligations under the Consultancy Agreement and may be required to satisfy the issue of Advisor Options by other means (including via cash payment).

2.4 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	Mr Simon Bolster (or his nominee(s)).
Number of Securities and class to be issued	The Company will issue an aggregate of 15,000,000 Adviser Options, comprising: (a) 3,000,000 Class A Options; (b) 6,000,000 Class B Options; and (c) 6,000,000 Class C Options.
Terms of Securities	The Adviser Options will be issued on the terms and conditions set out in Schedule 3.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Adviser Options within 5 Business Days of the Meeting. In any event, the Company will not issue any Adviser Options 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	The Adviser Options will be issued at a nil issue price, in consideration for technical advisor services provided pursuant to the Consultancy Agreement.

REQUIRED INFORMATION	DETAILS
Company will receive for the Securities	
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 Consultancy Agreement.
Summary of material terms of agreement to issue	The Adviser Options are being issued under the Consultancy Agreement, a summary of the material terms of which is set out in Section 2.1.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

GLOSSARY

$ means Australian dollars.

Acquisition has the meaning given in Section 1.1.

Adviser Options has the meaning given in Section 2.1.

AEST means Australian Eastern Standard Time as observed in Melbourne, Victoria.

ASIC means the Australian Securities & Investments Commission.

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

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

Board means the current board of directors of the Company.

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

Chair means the chair of the Meeting.

Company means Altair Minerals Limited (ACN 149 026 308).

Constitution means the Company's constitution.

Consultancy Agreement has the meaning given in Section 2.1.

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

Directors means the current directors of the Company.

Explanatory Statement means the explanatory statement accompanying the Notice.

Irka Project means Permit No. N010184917.

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.

Option Agreement means the binding option agreement with Mr Crhistian Enrique Vargas Serna dated 29 January 2025 (as varied by written agreement of the parties on 17 November 2025 and 17 June 2026).

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

Proxy Form means the proxy form accompanying the Notice.

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

Section means a section of the Explanatory Statement.

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

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

Shareholder means a registered holder of a Share.

Vendor means Mr Crhistian Enrique Vargas Serna.

SCHEDULE 1 – TERMS AND CONDITIONS OF OPTION AGREEMENT

A summary of the material terms of the Option Agreement is set out below:

Parties	Altair Minerals Limited (**Company**); and Mr Crhistian Enrique Vargas Serna (**Vendor**).
Conditions precedent	Completion of the Acquisition (**Completion**) is conditional on the satisfaction (or waiver) of a number of conditions precedent (**Conditions**), including: (a) the incorporation of the joint venture company (**Newco**); (b) the receipt of all necessary regulatory and government approvals in Peru; and (c) Shareholder approval for the purposes of Listing Rule 7.1 for the issue of Performance Rights (being, the approval sought under this Resolution).
Exclusivity	The Company has an exclusive period within which to satisfy (or obtain waiver of) the Conditions, ending at 5:00pm (AWST) on 7 September 2026. In consideration for the extension of that period, the Company agreed to pay the Vendor US$20,000 (**Extension Payment**).
Cash consideration	The Company must pay the Vendor US$40,000 (**Cash Consideration**), which is held on trust by the Vendor's Peruvian lawyers pending satisfaction (or waiver) of the Conditions and released to the Vendor on Completion (and refunded to the Company if the Conditions are not satisfied or waived by 5:00 pm (AWST) on 7 September 2026).
Consideration securities	In consideration for the Acquisition, the Company agreed to issue the Vendor (or its nominee(s)) five (5) Performance Rights at Completion, subject to Shareholder approval, on the terms and conditions set out in Schedule 2.
Deferred cash consideration	Separately, and subject to Completion, the Company must pay the Vendor deferred cash consideration on achievement of the milestones relating to the Performance Rights, being: (a) up to US$200,000, subject to achievement of the 12-month drilling milestones; and (b) up to US$400,000, subject to achievement of the 24-month JORC resource milestones. If more than one milestone is achieved by the end of the relevant period following Completion, the Company is solely required to pay the Vendor the highest milestone payment achieved at the end of the relevant period.
Joint venture	On Completion, the Vendor will transfer 100% of the Irka Project into Newco (in which the Company will hold an 80% interest and the Vendor the remaining 20%) and the parties will enter into a shareholder's agreement in respect of Newco. The Company will fund expenditure on the Irka Project until completion of a definitive feasibility study, after which each party must contribute pro rata to its interest or be diluted in accordance with an industry-standard dilution formula.

The Option Agreement (as varied) otherwise contains provisions considered standard for an agreement of its nature.

SCHEDULE 2 – TERMS AND CONDITIONS OF PERFORMANCE RIGHTS

<table>
<tr><td>1.</td><td>Entitlement</td><td>
Each Performance Right entitles the holder to subscribe for the number of Shares determined in accordance with the following formula.

$$S = \frac{A}{(D \times FX)}$$

Where:

S = number of Shares issued on conversion of the Performance Right;

A = the relevant Milestone Amount; and

D = the greater of $0.003 and the volume weighted average price of Shares for the last 20 trading days on which trades for Shares were recorded prior to the date of the announcement of the satisfaction of the relevant Milestone.

FX = the Australian dollar equivalent of one United States dollar, being the inverse of the AUD/USD exchange rate published by the Reserve Bank of Australia for the business day prior to the date on which the Company makes an ASX announcement confirming satisfaction of the relevant Milestone.

Any fraction of a Share arising on conversion of a Performance Right will be rounded down to the nearest whole Share.
</td></tr>
<tr><td>2.</td><td>Consideration</td><td>The Performance Rights will be issued for nil consideration, and no consideration will be payable upon the conversion of the Performance Rights into Shares.</td></tr>
<tr><td>3.</td><td>Milestones</td><td>
The Performance Rights shall vest as follows:
<table>
<tr><th>Milestone</th><th>Milestone deadline</th><th>Milestone amount</th></tr>
<tr><td>The Company announcing a drill intercept of greater than 1 Cu-m at a cut-off grade of 0.2%Cu within any area of Irka (Permit No: N 010184917) and any of the permits which are 100% owned legally or beneficially by the Company at Venatica West where Cu-m = Length (m) x Grade (%) (ie 100m @ 1% Cu = 1 Cu-m) at the Irka Project.</td><td>12 months from the date of issue.</td><td>US$150,000</td></tr>
<tr><td>The Company announcing a drill intercept of >1.5 Cu-m at a cut-off grade of 0.2% Cu within any area of Irka (Permit No: N 010184917) and any of the permits which are 100% owned legally or beneficially by the Company at Venatica West, where Cu-m = Length (m) x Grade (%) at the Irka Project.</td><td>12 months from the date of issue.</td><td>US$200,000</td></tr>
<tr><td>The Company announcing a drill intercept of greater than 2 Cu-m at a cut-off grade of 0.2% Cu within any area of Irka (Permit No: N 010184917) and any of the permits which are 100% owned legally or beneficially by</td><td>12 months from the date of issue.</td><td>US$250,000</td></tr>
</table>
</td></tr>
</table>

<table>
<tr>
<td></td>
<td></td>
<td>
<table>
<tr><td>the Company at Venatica West, where Cu-m = Length (m) x Grade (%) at the Irka Project.</td><td></td><td></td></tr>
<tr><td>The Company announcing a JORC inferred (or higher confidence) mineral resource estimate of not less than 500,000 tonnes of contained copper at a minimum grade of 0.6% Cu, with a minimum cut-off grade of 0.2% Cu within any area of Irka (Permit No: N 010184917) and any of the permits which are 100% owned legally or beneficially by the Company at Venatica West at the Irka Project.</td><td>24 months from the date of issue.</td><td>US$500,000</td></tr>
<tr><td>The Company announcing a JORC inferred (or higher confidence) mineral resource estimate of not less than 1,000,000 tonnes of contained copper at a minimum grade of 0.6% Cu, with a minimum cut-off grade of 0.2% Cu within any area of Irka (Permit No: N 010184917) and any of the permits which are 100% owned legally or beneficially by the Company at Venatica West, at the Irka Project.</td><td>24 months from the date of issue.</td><td>US$1,000,000</td></tr>
</table>
each, a Milestone.
Notwithstanding any other provision of these terms and conditions, a maximum of one Performance Right may vest in respect of each Milestone deadline set out in the table above, and:
(a) no Performance Right will vest before the Milestone deadline applicable to it;
(b) on each Milestone deadline, only the Performance Right with the highest Milestone amount of the Milestones satisfied on or before that Milestone deadline will vest, and each other Performance Right with the same Milestone deadline will lapse immediately and automatically;
(c) where Performance Rights vest under paragraph 10, only the Performance Right with the highest Milestone amount in respect of each Milestone deadline will vest and each other Performance Right with the same Milestone deadline will lapse immediately and automatically, and for the purposes of paragraph 1 the date of the announcement of the satisfaction of the relevant Milestone is taken to be the date of the event giving rise to vesting under paragraph 10;
(d) if two or more Performance Rights have the same highest Milestone amount for the purposes of paragraph (b) or (c), only the Performance Right relating to the Milestone appearing last in the table above will vest; and
(e) a Performance Right that vests under this paragraph 3 does not expire under paragraph 4 and remains on foot until Shares are issued on its conversion in accordance with paragraph 8.
</td>
</tr>
<tr>
<td>4.</td>
<td>Expiry Date</td>
<td>
The Performance Rights, whether vested or unvested, will otherwise expire at 5:00 pm AWST on the relevant Milestone Deadline date set out above (Expiry Date).
If the relevant Milestone attached to the Performance Right has not been achieved by the Expiry Date, the unconverted Performance Rights of the relevant class will automatically lapse at that time.
</td>
</tr>
</table>

5.	**Notice of vesting**	Each Performance Right will only vest and entitle the holder to be issued Shares if the applicable Milestone has been satisfied prior to the relevant Expiry Date (**Performance Period**) or is deemed to have been satisfied under these terms and conditions. The Company shall notify the holder in writing within five Business Days of becoming aware that a Milestone has been satisfied prior to the relevant Expiry Date (**Milestone Notification**). If, at the time of receipt of the Milestone Notification, paragraph 16 applies in the circumstances, the holder may elect in writing (by giving written notice to the Company within 10 Business Days of receipt of the Milestone Notification) to cash settle the Performance Rights by requiring payment of the Milestone Amount in accordance with paragraph 5 (**Conversion Notice**).
6.	**Quotation of Performance Rights**	The Performance Rights will not be quoted on ASX.
7.	**Conversion**	Subject to paragraphs 5 and 16, upon vesting, each Performance Right will, at the election of the holder, convert into the number of Shares determined by the formula that is set out in paragraph 1.
8.	**Timing of issue of Shares on conversion**	Subject to paragraph 16, within five Business Days of conversion of the Performance Right, the Company will: (a) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights converted; (b) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and (c) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the conversion of each Performance Right. If a notice delivered under paragraph 8(b) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.
9.	**Shares issued on conversion**	Shares issued on conversion of a Performance Right rank equally with the then issued shares of the Company.
10.	**Change of Control**	Subject to paragraph 16, upon: (a) a bona fide takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and: (i) having received acceptances for not less than 50.1% of the Company's Shares on issue; and (ii) having been declared unconditional by the bidder; or (b) a court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies; (c) any person, acquiring a Relevant Interest in 50.1% or more of the issued Shares by any other means; or (d) the announcement by the Company that a sale or transfer (in one transaction or a series of related transactions) of the whole or

		substantially the whole of the undertaking and business of the Company has been completed, or the Company's board of directors determining that such an event is likely to occur, then, all granted Performance Rights which have not yet vested or lapsed shall automatically and immediately vest, regardless of whether any Milestones have been satisfied.
11.	**Participation in new issues**	There are no participation rights or entitlements inherent in the Performance Rights and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Rights without converting the Performance Rights.
12.	**Adjustment for bonus issues of Shares**	If the Company makes a bonus issue of Shares or other securities to the Company's existing shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment), no changes will be made to the Performance Rights.
13.	**Reorganisatio n**	If at any time the issued capital of the Company is reorganised (including consolidation, subdivision, reduction or return), all rights of a holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.
14.	**Dividend and voting rights**	The Performance Rights do not confer on the holder an entitlement to vote (except as otherwise required by law) or receive dividends.
15.	**Transferability**	The Performance Rights are not transferable.
16.	**Deferral of conversion if resulting in a prohibited acquisition of Shares**	If the conversion of a Performance Right under paragraphs 7 or 10 into Shares would result in any person being in contravention of section 606(1) of the Corporations Act (**General Prohibition**) then, at the holder's election, the conversion of that Performance Right shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Right would result in a contravention of the General Prohibition: (a) holders may give written notification to the Company if they consider that the conversion of a Performance Right may result in the contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition; and (b) the Company may (but is not obliged to) by written notice to a holder request a holder to provide the written notice referred to in paragraph 16(a) within 7 days if the Company considers that the conversion of a Performance Right may result in a contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition.
17.	**No rights to return of capital**	A Performance Right does not entitle the holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
18.	**Rights on winding up**	A Performance Right does not entitle the holder to participate in the surplus profits or assets of the Company upon winding up.
19.	**ASX Listing Rule compliance**	The Board reserves the right to amend any term of the Performance Rights to ensure compliance with the ASX Listing Rules.
20.	**No other rights**	A Performance Right gives the holder no rights other than those expressly provided by these terms and conditions and those provided at law where such rights at law cannot be excluded by these terms.

SCHEDULE 3 – TERMS AND CONDITIONS OF ADVISOR OPTIONS

<table>
<tr><td>1.</td><td>Entitlement</td><td>Each Option entitles the holder to subscribe for one Share upon exercise of the Option.</td></tr>
<tr><td>2.</td><td>Options, Exercise Price and vesting</td><td>The Options are issued in three classes. The number of Options, the amount payable on exercise of each Option (Exercise Price) and the condition on which each Option vests and becomes exercisable (Vesting Condition) for each class are set out in the table below:
<table>
<tr><th>Class</th><th>Number of Options</th><th>Exercise Price</th><th>Vesting Condition</th></tr>
<tr><td>A</td><td>3,000,000</td><td>$0.045</td><td>Commencement of the Consultancy Agreement</td></tr>
<tr><td>B</td><td>6,000,000</td><td>$0.060</td><td>Twelve (12) months of continued engagement</td></tr>
<tr><td>C</td><td>6,000,000</td><td>$0.070</td><td>Twenty-four (24) months of continued engagement</td></tr>
</table>
Each Option vests and becomes exercisable on satisfaction of the Vesting Condition applicable to its class. Once vested, an Option remains exercisable until the Expiry Date regardless of whether the holder continues to be engaged by the Company.

If the holder ceases to be engaged by the Company (whether under the Consultancy Agreement or otherwise) before the Vesting Condition applicable to a class of Options has been satisfied, the Options in that class which would have vested during the six months following the termination date shall vest immediately (approximately 20% of the total grant, reflecting six months of accrued vesting).</td></tr>
<tr><td>3.</td><td>Expiry Date</td><td>Each Option will expire at 5:00 pm (AWST) on the date that is three (3) years from the date on which the Vesting Condition applicable to that Option is satisfied (Expiry Date). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.</td></tr>
<tr><td>4.</td><td>Exercise Period</td><td>The Options are exercisable at any time on and from the date the Vesting Condition applicable to that Option is satisfied until the Expiry Date (Exercise Period).</td></tr>
<tr><td>5.</td><td>Exercise Notice</td><td>The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (Exercise Notice) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.</td></tr>
<tr><td>6.</td><td>Exercise Date</td><td>An Exercise Notice is only effective on and from the later of the date of receipt of the Exercise Notice and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (Exercise Date).</td></tr>
<tr><td>7.</td><td>Timing of issue of Shares on exercise</td><td>Within five Business Days after the Exercise Date, the Company will:

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

(b) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and</td></tr>
</table>

		(c) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options. If a notice delivered under paragraph 7(b) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.
8.	**Shares issued on exercise**	Shares issued on exercise of the Options rank equally with the then issued shares of the Company.
9.	**Change of Control**	Upon: (a) a bona fide takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and: (i) having received acceptances for not less than 50.1% of the Company's Shares on issue; and (ii) having been declared unconditional by the bidder; or (b) a court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, then, to the extent the Options have not already vested and become exercisable on satisfaction of the relevant Vesting Condition, the Vesting Conditions will accelerate and the Options will become immediately exercisable. Such Options may be exercised into Shares on a one-for-one basis, subject to payment of the applicable Exercise Price.
10.	**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 the holder 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.
11.	**Participation in new issues**	There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.
12.	**Change in exercise price**	An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.
13.	**Transferability**	The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

ALTAIR MINERALS

Altair Minerals Limited | ABN 72 149 026 308

Proxy Voting Form

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

Your proxy voting instruction must be received by **11:00am (AEST) on Tuesday, 01 September 2026**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

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

YOUR NAME AND ADDRESS

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

STEP 1 - APPOINT A PROXY

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

DEFAULT TO THE CHAIR OF THE MEETING

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

STEP 2 - VOTES ON ITEMS OF BUSINESS

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

APPOINTMENT OF SECOND PROXY

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

SIGNING INSTRUCTIONS

Individual: Where the holding is in one name, the Shareholder must sign.
Joint holding: Where the holding is in more than one name, all Shareholders should sign.
Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.
Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.
Email Address: Please provide your email address in the space provided.
By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

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

Lodging your Proxy Voting Form:

Online
Use your computer or smartphone to appoint a proxy at
https://portal.automic.com.au/investor/home or scan the QR code below using your smartphone
Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.

BY MAIL:
Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:
Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:
meetings@automicgroup.com.au

BY FACSIMILE:
+61 2 8583 3040

All enquiries to Automic:
WEBSITE:
https://automicgroup.com.au

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

STEP 1 - How to vote

APPOINT A PROXY:

I/We being a Shareholder entitled to attend and vote at the General Meeting of Altair Minerals Limited, to be held at **11:00am (AEST) on Thursday, 03 September 2026 at a virtual location (please refer to Notice of the Meeting)** hereby:

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

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

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

AUTOMIC

STEP 2 - Your voting direction

	Resolutions	For	Against	Abstain
1	APPROVAL TO ISSUE PERFORMANCE RIGHTS IN PART CONSIDERATION FOR THE ACQUISITION OF THE IRKA PROJECT			
2	APPROVAL TO ISSUE ADVISOR OPTIONS TO MR SIMON BOLSTER			

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

STEP 3 – Signatures and contact details

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

Contact Name:

Email Address:

Contact Daytime Telephone

Date (DD/MM/YY)

/ /

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

ALR