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18 September 2026

Fluence Corporation Limited – Extraordinary General Meeting of Shareholders, 22 October 2026

Dear Shareholder:

Notice is hereby given that an Extraordinary General Meeting (the "Meeting") of Shareholders of Fluence Corporation Limited (the "Company") will be held virtually via a webinar conferencing facility on Thursday, October 22, 2026 at 9:00 a.m. (AEDT) (Australia) and Wednesday, October 21, 2026 at 6:00 p.m. (EDT) for US investors.

In accordance with the *Corporations Act 2001* (Cth), the Company will not be dispatching physical copies of the Notice of Meeting. Instead, the Notice of Meeting and the accompanying explanatory statement (the "Meeting Materials") are being made available to shareholders electronically. This means that:

- You can access the Meeting Materials online at the Company's website https://www.fluencecorp.com/ or at the Company's share registry's website https://www.investorserve.com.au/ by logging in and selecting Company Announcements from the main menu;
- A complete copy of the Meeting Materials has been posted to the Company's ASX Market announcements page at www.asx.com.au under the Company's ASX code "FLC"; and
- If you have provided an email address and have elected to receive electronic communications from the Company, you will receive an email to your nominated email address with a link to an electronic copy of the Meeting Materials and the voting instruction form.

Shareholders can still elect to receive some or all of their communications in physical or electronic form or elect not to receive certain documents such as annual reports. To review your communications preferences or sign up to receive your shareholder communications via email, please update your details at www.investorserve.com.au. If you have not yet registered, you will need your shareholder information including SRN/HIN details.

If you are unable to access the Meeting Materials online, please contact our share registry BoardRoom Pty Limited on enquiries@boardroomlimited.com.au to obtain a copy.

Yours sincerely,

Sophia Huang
Company Secretary
Fluence Corporation Limited

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FLUENCE CORPORATION LIMITED

ACN 127 734 196

Notice of Extraordinary General Meeting

Explanatory Statement and Voting Form

Date of Meeting

Thursday, October 22, 2026 (AEDT)
Wednesday, October 21, 2026 (US EDT)

Time of Meeting

9:00 a.m. (AEDT)
6:00 p.m. (US EDT)

Place of Meeting

via internet webinar conferencing facility

Should you wish to discuss the matters in this Notice of Extraordinary General Meeting, please do not hesitate to contact Sophia Huang, Company Secretary at company.secretary@fluencecorp.com or +61 03 9692 7222.

This Notice of Extraordinary General Meeting and Explanatory Statement should be read in its entirety.
If Shareholders are in doubt as to how they should vote, they should seek advice from their accountant, solicitor, or other professional advisor without delay.

FLUENCE CORPORATION LIMITED

ACN 127 734 196

REGISTERED OFFICE: SUITE 2, LEVEL 11, 385 BOURKE STREET, MELBOURNE VIC 3000 AUSTRALIA

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is hereby given that an Extraordinary General Meeting (**EGM** or the **Meeting**) of Shareholders of Fluence Corporation Limited (the **Company** or **FLC**) will be held virtually via webinar conferencing facility on **Thursday, October 22**, 2026 at 9:00 a.m. (AEDT) (Australia) and for US investors, **Wednesday**, **October 21**, 2026 at 6:00 p.m. (EDT).

Questions may be submitted prior to the Meeting by email to company.secretary@fluencecorp.com. The Company will, at its discretion, address questions received before or after the Meeting. The Company will not respond to inappropriate or offensive questions.

Shareholders will be able to submit written questions online during the webcast. Shareholders wishing to attend the webcast must register at the following address:

https://vistra.zoom.us/webinar/register/WN_22Z7OPi3Q96-gNd8SVVD3Q

using their full name, company (if applicable), city and other shareholder details. Please note that registered participants will receive their dial in number upon registration.

Any Shareholders who wish to attend the EGM should therefore monitor the Company's website and its ASX announcements for any updates about the EGM. 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: FLC) and on its website at https://www.fluencecorp.com/investor-news/.

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AGENDA

The Explanatory Statement (the **Explanatory Statement**) and Voting Form which accompany and form part of this Notice of Extraordinary General Meeting (this **Notice**), include defined terms and describe in more detail the matters to be considered. Please consider this Notice, the Explanatory Statement, and the Voting Form in their entirety.

ITEMS OF BUSINESS

Resolution 1 Ratification of Agreement to Issue Dayment Options to Jeremy Dayment

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

"*That for the purposes of ASX Listing Rule 7.4, the entry into the agreement for the Company to issue, and the issue of a total of 16,000,000 Dayment Options to Jeremy Dayment (and/or his nominee(s)) on the terms and conditions described in the Explanatory Statement be ratified.*"

A voting exclusion applies to Resolution 1 as outlined in the Explanatory Statement.

Resolution 2 Approval of Termination Benefits to Mr. Jeremy Dayment

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

"*That for the purposes of sections 200B and 200E of the Corporations Act, Listing Rule 10.19 and for all other purposes, approval be given for the giving of certain termination benefits to Jeremy Dayment (and/or his nominee(s)) by the Company on the terms and conditions described in the Explanatory Statement."*

A voting exclusion applies to Resolution 2 as outlined in the Explanatory Statement.

Resolutions 3(a) and 3(b) Approval of Conversion of Interest into Shares

To consider, and if thought fit, pass the following resolutions as ordinary resolutions**:**

"That, for the purposes of ASX Listing Rule 10.11, and for all other purposes, approval is given to issue:

(a) up to 22,130,061 Shares to Mr Nikolaus Oldendorff (and/or his nominee(s)); and

(b) up to 6,831,213 Shares to Mr Douglas Brown (and/or his nominee(s)),

on the terms and conditions in the Explanatory Statement."

A voting exclusion applies to Resolutions 3(a) and 3(b) as outlined in the Explanatory Statement.

By the order of the Board of Directors of Fluence Corporation Limited.

Sophia Huang
Company Secretary
18 September 2026

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Notes

1. Entire Notice

The details of the resolutions contained in the Explanatory Statement accompanying this Notice should be read together with, and form part of, this Notice.

2. Record Date

The Company has determined that for the purposes of the EGM, shares will be taken to be held by the persons who are registered as holding the shares at 7:00pm (AEDT) on the date 48 hours before the date of the EGM. Only those persons will be entitled to vote at the EGM and transfers registered after that time will be disregarded in determining entitlements to attend and vote at the EGM.

3. Direct Voting

(a) A direct vote allows Shareholders to vote on the items of business before the EGM. This means the Shareholder does not then need to attend the EGM or appoint a proxy. To do this, Shareholders should follow the "Direct Voting" instructions in the Voting Form accompanying this Notice. Please note that a Shareholder who has cast a direct vote may still attend and vote at the EGM. However, by doing so, the Shareholder will automatically cancel their direct vote unless the Shareholder instructs the Company not to cancel their direct vote and chooses not to vote at the EGM.

(b) To be effective, Voting Forms containing direct voting directions must be received by the Company's share registry Boardroom Pty Limited no later than 48 hours before the commencement of the EGM, this is no later than Tuesday, October 20, 2026 at 9:00 a.m. (AEDT) (Australia) (and for US investors, Monday, October 19, 2026 at 6:00 p.m. (EDT)). Any direct voting directions received after that time will not be valid for the scheduled meeting.

4. Proxies

(a) If a Shareholder is unable to attend and vote at the EGM, and does not choose to use direct voting, they are entitled to appoint a proxy to attend the EGM and vote on their behalf.

(b) Each Shareholder has a right to appoint one or two proxies.

(c) A proxy need not be a Shareholder of the Company.

(d) If a Shareholder is a company, it must execute under its common seal or otherwise in accordance with its constitution or the Corporations Act.

(e) Where a Shareholder is entitled to cast two or more votes, the Shareholder may appoint two proxies and may specify the proportion of number of votes each proxy is appointed to exercise.

(f) If a Shareholder appoints two proxies, and the appointment does not specify the proportion or number of the Shareholder's votes, each proxy may exercise half of the votes.

(g) A proxy must be signed by the Shareholder or his or her attorney who has not received any notice of revocation of the authority.

(h) If a Shareholder's named proxy does not attend the EGM or fails to vote on a poll in accordance with the Shareholder's instructions, the Chair of the EGM will be that Shareholder's proxy by default.

(i) To be effective, Voting Forms containing proxy appointments and directions must be received by the Company's share registry Boardroom Pty Limited no later than 48 hours before the commencement of the EGM, this is no later than Tuesday, October 20, 2026 at 9:00 a.m. (AEDT) (Australia) (and for US investors, Monday, October 19, 2026 at 6:00 p.m. (EDT)). Any proxy appointments received after that time will not be valid for the scheduled meeting.

5. Corporate Representative

Any corporate Shareholder who has appointed a person to act as its corporate representative at the Meeting should provide that person with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as that company's representative. Any votes will still be required to be lodged by proxy. The authority may be sent to the Company and/or registry in advance of the Meeting or handed in at the Meeting when registering as a corporate representative.

6. Chair's Voting Intentions

Subject to the restrictions set out in Note 7 below, the Chair of the Meeting will vote undirected proxies in favour of all of the proposed resolutions.

The Chair will call a poll on all proposed resolutions.

7. Voting Exclusion Statements

See Explanatory Statement.

8. Enquiries

Shareholders are invited to contact the Company Secretary, Sophia Huang at +61 (03) 9692 7222 or company.secretary@fluencecorp.com if they have any queries in respect of the matters set out in these documents.

EXPLANATORY STATEMENT

Purpose of Information

This Explanatory Statement is included in, and forms part of, the Notice. The purpose of this Explanatory Statement is to provide Shareholders with information they may require in order to make an informed decision on the applicable resolution.

If you are in doubt as to how to vote, you should seek advice from your accountant, solicitor, tax advisor or other professional adviser prior to voting. It is important that you read this Explanatory Statement in its entirety for a detailed explanation of the applicable resolution.

Defined terms used in this Notice have the meanings given to them in the Glossary in Annexure A.

Resolution 1 Ratification of Agreement to Issue Dayment Options to Jeremy Dayment

1.1 Background

As announced on July 31, 2026, the Company executed an executive employment agreement (**Executive Employment Agreement**) to appoint Mr. Jeremy Dayment as the Company's Chief Operating Officer (**COO**) effective July 27, 2026 (**Start Date**). The material terms of Mr. Dayment's appointment as COO are set out in Annexure B.

In determining the terms of the Executive Employment Agreement, the Board considered the Company's ongoing incentive strategy to retain talent and to encourage key decision makers, including senior executives and the Directors, to pursue or continue to pursue (as applicable) the Company's strategies in relation to the Company's financial performance and Share price performance.

As such, pursuant to the Executive Employment Agreement, on the Start Date, Mr. Dayment were granted 16,000,000 Options each with an exercise price of $0.078 per Option expiring on the seventh (7th) anniversary of the Start Date (**Dayment Options**).

A summary of the material terms of the Dayment Options are set out in Annexure C.

Resolution 1 seeks Shareholder approval for the ratification of the agreement to issue and the issue of Dayment Options.

1.2 Listing Rule 7.4

Broadly speaking, and subject to a number of exceptions, ASX 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.

ASX Listing Rule 7.4 provides that ASX Listing Rule 7.1 does not apply to an issue of, or an agreement to issue securities made without approval for the purpose of ASX Listing Rule 7.1, where the issue or agreement did not breach ASX Listing Rule 7.1 and shareholder approval is subsequently obtained. The agreement to issue the Dayment Options (being the Executive Employment Agreement) was not approved under ASX Listing Rule 7.1 but was made in compliance with ASX Listing Rule 7.1.

Accordingly, Resolution 1 seeks Shareholder approval for the ratification of the agreement to issue the Dayment Options for the purposes of ASX Listing Rule 7.4.

If Resolution 1 is passed, the agreement to issue and the issue of the Dayment Options to Mr. Dayment will be ratified and therefore the Dayment Options will be excluded in calculating the Company's 15% limit under ASX Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the date of the Executive Employment Agreement.

If Resolution 1 is not passed, the Company is obligated to comply with the agreement to issue the Dayment Options, but the Dayment Options will be included in calculating the Company's 15% limit under ASX Listing Rule 7.1, decreasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the date of the Executive Employment Agreement.

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1.3 Technical Information Required under ASX Listing Rule 7.5

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to the issue of the Dayment Options:

(a) The Dayment Options were issued to Mr. Jeremy Dayment (and/or his nominees).

(b) 16,000,000 Dayment Options were issued to Mr. Dayment.

(c) A summary of the material terms of the Dayment Options is set out in Annexure C.

(d) The Dayment Options were issued to Mr. Dayment on 28 July 2026.

(e) The Dayment Options were issued for nil consideration, other than the performance of Mr. Dayment's duties under the Executive Employment Agreement. If Mr. Dayment exercises any Dayment Options, Mr. Dayment will be required to pay the Exercise Price for those Dayment Options (or utilize the cashless conversion which would result in fewer shares being issued). The Exercise Price payable for each Share to be issued upon exercise of the Dayment Options is set out in Annexure C.

(f) The purpose of the issue of the Dayment Options is to provide an equity component in the remuneration package for Mr. Dayment to align his interests with those of Shareholders, to motivate and reward the performance of Mr. Dayment in his role as COO in line with market practice, and to provide a cost effective way for the Company to remunerate Mr. Dayment which will allow the Company to spend a greater proportion of its cash reserves on its operations.

(g) The Dayment Options were issued under the Executive Employment Agreement, a summary of the material terms of the Executive Employment Agreement are set out in Annexure B.

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

1.4 Directors' Recommendation

The Board recommends that Shareholders vote in favour of Resolution 1.

The Chairman of the Meeting intends to vote undirected proxies in favour of Resolution 1.

1.5 Voting Prohibitions

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 Resolution 1 if:

(a) the proxy is either a member of the Key Management Personnel or a Closely Related Party of such member; and

(b) the appointment does not specify the way the proxy is to vote on Resolution 1.

However, the above prohibition does not apply if:

(c) the proxy is the Chair; and

(d) the appointment expressly authorises the Chair to exercise the proxy even though Resolution 1 is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

1.6 Voting Exclusions

In addition, the Company will disregard any votes cast in favour of Resolution 1 by or on behalf of:

(a) Jeremy Dayment (or his nominee); and

(b) any other person who participated in, or who will obtain a material benefit as a result of the issue of the Dayment Options (except a benefit solely by reason of being a holder of ordinary securities in the Company,

or any associates of that person or those persons. However, this does not apply to a vote cast in favour of Resolution 1 by:

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

(d) the Chair of the Meeting 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

(e) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that 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.

Resolution 2 Approval of Termination Benefits to Mr. Jeremy Dayment

2.1 Background

Section 200B of the Corporations Act prohibits the Company from giving a benefit to a person in connection with that person's retirement, who holds (or has held in the previous three years) a managerial or executive office with the Company or a related body corporate, unless an exception applies or the giving of the benefit is approved by Shareholders under section 200E of the Corporations Act.

Pursuant to the Executive Employment Agreement, Mr. Dayment shall be entitled to termination benefits as set out below:

- certain acceleration rights as set out in paragraph 4 of Annexure C which apply to the Dayment Options and which are triggered upon termination of Mr. Dayment's appointment as COO; and
- the termination payments to Mr. Dayment as set out in paragraph 5 of Annexure B,

(together, the **Termination Benefits**).

The Termination Benefits are termination benefits for the purposes of section 200B of the Corporations Act.

Resolution 2 seeks Shareholder approval in accordance with Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and ASX Listing Rule 10.19 to approve the giving of the Termination Benefits to Mr. Dayment in the event Mr. Dayment ceases to be an officer of, or ceases to hold a managerial or executive office in, the Company on the terms and conditions in this Explanatory Statement.

If Resolution 2 is passed, the Company will have the ability to give the Termination Benefits to Mr. Dayment in the event Mr. Dayment ceases to be an officer of, or ceases to hold a managerial or executive office in, the Company.

If Resolution 2 is not passed, the Company will not be able to give the Termination Benefits to Mr. Dayment in the event Mr. Dayment ceases to be an officer of, or ceases to hold a managerial or executive office in, the Company (except to the extent that such Termination Benefits are assessed as otherwise falling under an exemption under section 200F of the Corporations Act and otherwise satisfy ASX Listing Rule 10.19). This may cause Mr Dayment to give notice to terminate his contract.

2.2 Section 200E of the Corporations Act

Section 200E of the Corporations Act requires the details of the benefit to be set out in this Explanatory Statement. Where the proposed benefit is a payment, this Explanatory Statement must provide:

- the amount of the payment; or
- if the amount of the payment cannot be ascertained at the time of the disclosure - the manner in which that amount is to be calculated and any matter, event or circumstance that will, or is likely to, affect the calculation of that amount.

The value of the Termination Benefits that relate to the acceleration of the Dayment Options cannot presently be ascertained. However, matters, events and circumstances that will, or are likely to, affect the calculation of that value are:

- the number of Dayment Options held by Mr. Dayment prior to the cessation of his employment;

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- the date when, and the circumstances in which, Mr. Dayment ceases his employment;
- whether the vesting conditions of the Dayment Options (as set out in Annexure C) are waived or (if not waived) met, and the number of Dayment Options that vest; and
- the market price of the Shares on ASX on the date the Dayment Options are vested and become exercisable.

The current value of the Termination Benefits that relate to the termination payments to be provided in accordance with the Executive Employment Agreement that can presently be ascertained are currently US$170,000 (~AUD $241,889.54).

2.3 ASX Listing Rule 10.19

ASX Listing Rule 10.19 provides that, without Shareholder approval, a company must ensure that no officer of the Company or any of its child entities (**Officer**) will, or may be, entitled to "termination benefits" if the value of those benefits and the termination benefits that are or may be payable to all Officers together exceed 5% of the equity interests of the Company as set out in the latest accounts given to ASX (**5% Threshold**).

Given the potential uncertainty in the value of the Termination Benefits payable, and in order to maintain flexibility, the Company seeks Shareholder approval under ASX Listing Rule 10.19 for the grant of such benefits to Mr. Dayment, in case the value exceeds the 5% Threshold.

2.4 Directors' Recommendation

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

The Chairman of the Meeting intends to vote undirected proxies in favour of Resolution 2.

2.5 Voting Prohibitions

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 Resolution 2 if:

(a) the proxy is either a member of the Key Management Personnel or a Closely Related Party of such member; and

(b) the appointment does not specify the way the proxy is to vote on Resolution 2.

However, the above prohibition does not apply if:

(c) the proxy is the Chair; and

(d) the appointment expressly authorises the Chair to exercise the proxy even though Resolution 2 is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

2.6 Voting Exclusions

In addition, the Company will disregard any votes cast in favour of Resolution 2 by or on behalf of any officer of the Company or its child entities who is entitled to participate in a termination benefit or their associates.

However, this does not apply to a vote cast in favour of Resolution 2 by:

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

(b) the Chair of the Meeting 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 that 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

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

Resolutions 3(a) and 3(b) Approval of Conversion of Interest into Shares

3.1. Background

The Company's wholly owned subsidiary, Fluence Corporation LLC (**Borrower**) entered into a revolving facility agreement (**Loan Agreement**) with the Company's Non-executive Director, Nikolaus Oldendorff, and Chairman, Douglas Brown (collectively, the **Lenders**) for an maximum loan amount of US$20,000,000 (**Loan**) (refer to the Company's ASX announcement on 30 July 2024 titled "*FLC Repays Upwell loan in full & secures revolving credit*" and 31 October 2024 titled "*Fluence Corporation Q3 2024 Business Update*").

The Loan accrued interest (**Interest**) at a variable rate that (1) through April 30, 2026 mirrored the US Prime Rate and (2) from May 1, 2026 through July 31, 2026 mirrored the US Prime Rate plus 500 basis points (as applicable, the **Interest Rate**).

On July 30, 2026, the Borrower and the Lenders agreed to amend the Loan Agreement (**Amended Loan Agreement**) to, extend the term for an additional twelve (12) months until July 31, 2027 and subject to Shareholder approval, convert the accrued Interest into Shares (**Conversion Shares**).

Pursuant to the Amended Loan Agreement, the number of Conversion Shares is determined using the following formula:

Number of Conversion Shares = B / C

where:

B is the relevant accrued Interest in Australian Dollars as of November 15, 2026 (where the amount in Australian Dollars is calculated on the basis of the official currency exchange rate of U.S. Dollars to Australian Dollars established by the Reserve Bank of Australia for the business day immediately prior to the date of the Amended Loan Agreement, being USD 0.6951: AUD 1.00), and

C is the Conversion Price, being $0.077 which represents the 30-day VWAP of the Shares up to the trading day immediately prior to the date of the Amended Loan Agreement.

The Conversion Shares will be issued at an issue price of $0.077 per Conversion Share in the following proportions:

Lender	Maximum Interest convertible (AU$)	Maximum Number of Conversion Shares
Nikolaus Oldendorff	AUD $1,704,014.70	22,130,061
Douglas Brown	AUD $526,003.45	6,831,213
TOTAL	AUD $2,230,018.15	28,961,274

Accordingly, the Company seeks Shareholder approval for the issue of up to:

- 22,130,061 Conversion Shares to Mr Oldendorff (allowing for $1,704,014.70 in accrued Interest attributable to Mr Oldendorff to be converted); and
- 6,831,213 Conversion Shares to Mr Brown (allowing for $526,003.45 in accrued Interest attributable to Mr Brown to be converted).

3.2. ASX Listing Rule 10.11

ASX Listing Rule 10.11 provides that unless one of the exceptions in ASX Listing Rule 10.12 applies, a listed company must not issue or agree to issue Equity Securities to certain persons without the approval of its shareholders, which includes persons who are a related party of the company or their associates.

Each of the Lenders are related parties of the Company by virtue of being Directors. Shareholder approval

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pursuant to ASX Listing Rule 10.11 is therefore required unless an exception applies. It is the view of the Board that the exceptions set out in ASX Listing Rule 10.12 do not apply in the current circumstances.

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

The effect of Shareholders passing each of Resolutions 3(a) and (b) will be to allow the Company to issue the applicable Conversion Shares in lieu of repaying the applicable accrued Interest in cash, allowing the Company to retain a stronger cash balance.

If Shareholders pass Resolution 3(a), the Company will issue up to 22,130,061 Conversion Shares to Mr Oldendorff (and/or his nominees) and will retain up to $1,704,014.70 in cash reserves.

If Shareholders do not pass Resolution 3(a), the Company will not issue up to 22,130,061 Conversion Shares to Mr Oldendorff (and/or his nominees) and will need to pay $1,704,014.70 in Interest to Mr Oldendorff on the Interest payment due date.

If Shareholders pass Resolution 3(b), the Company will issue up to 6,831,213 Conversion Shares to Mr Brown (and/or his nominees) and will retain up to $526,003.45 in cash reserves.

If Shareholders do not pass Resolution 3(b), the Company will not issue up to 6,831,213 Conversion Shares to Mr Brown (and/or his nominees) and will need to pay $526,003.45 in Interest to Mr Brown on the Interest payment due date.

3.3. Specific information required by ASX Listing Rule 10.13

Pursuant to and in accordance with ASX Listing Rule 10.13, the following information is provided in relation to the proposed issues of the Conversion Shares:

(a) The Conversion Shares will be issued to the Lenders (and/or their respective nominees) in the amounts set out in Section 3.1 above.

(b) Each Lender falls into the category stipulated by ASX Listing Rule 10.11.1 by virtue of being Director. In the event the Conversion Shares are issued to a nominee of a Lender, that nominee will fall within the category stipulated in ASX Listing Rule 10.11.4.

(c) A maximum of 28,961,274 Conversion Shares will be issued to the Lenders (or their respective nominees) in the proportions set out in Section 3.1 above.

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

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

(f) The Conversion Shares will be issued at a price of $0.077 per Conversion Share and set off against the Interest owed by the Borrower to the Lenders.

(g) No funds will be raised by the issue of the Conversion Shares as the Conversion Shares are being issued to extinguish the Interest owed by the Borrower to the Lenders.

(h) The proposed issue of Conversion Shares is not intended to remunerate or incentivise the Lenders.

(i) A summary of the material terms of the Amended Loan Agreement are set out in Section 3.1 above.

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

3.4. Directors' Recommendation

The Board (with Douglas Brown and Nikolaus Oldendorff abstaining) recommends that Shareholders vote in favour of each of Resolution 3(a) and (b).

The Chair of the Meeting intends to vote undirected proxies in favour of each of Resolution 3(a) and (b).

3.5. Voting Exclusions

The Company will disregard any votes cast in favour of:

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(a) Resolution 3(a) by or on behalf of Nikolaus Oldendorff, and any other person who will obtain a material benefit as a result of the issue of Conversion Shares to Mr Oldendorff (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of those persons; and

(b) Resolution 3(b) by or on behalf of Douglas Brown, and any other person who will obtain a material benefit as a result of the issue of Conversion Shares to Mr Brown (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of those persons.

However, this does not apply to a vote cast in favour of either Resolution 3(a) or (b) by:

(c) a person as proxy or attorney for a person who is entitled to vote on Resolution 3(a) or (b), in accordance with directions given to the proxy or attorney to vote on Resolution 3(a) or (b) that way;

(d) the Chairperson of the Meeting as proxy or attorney for a person who is entitled to vote on Resolution 3(a) or (b), in accordance with a direction given to the Chairperson to vote on Resolution 3(a) or (b) as the Chairperson decides; or

(e) 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 excluded from voting, and is not an Associate of a person excluded from voting, on Resolution 3(a) or (b); and

ii. the holder votes on Resolution 3(a) or (b) in accordance with directions given by the beneficiary to the holder to vote in that way.

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ANNEXURE A
Glossary

$ or AUD	unless it is otherwise indicated, means Australian Dollars.
AEDT	means Australian Eastern Daylight Time.
Amended Loan Agreement	has the meaning given to this term in section 3.1 of the Explanatory Statement.
Annexure	means an annexure to the Explanatory Statement.
ASX	means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.
ASX Listing Rule	means ASX Listing Rules published and maintained by ASX Limited.
Board	means the board of Directors of the Company.
Borrower	has the meaning given to this term in section 3.1 of the Explanatory Statement.
CEO	means the Chief Executive Officer of the Company.
Chairman or Chair	means the person appointed to chair the Meeting.
Closely Related Party	has the meaning given to this term under Section 9 of the Corporations Act.
Company	means Fluence Corporation Limited ACN 127 734 196.
Constitution	means the constitution of the Company as at the date of the Meeting.
Conversion Shares	has the meaning given to this term in section 3.1 of the Explanatory Statement.
COO	means the Chief Operating Officer of the Company.
Corporations Act	means *Corporations Act 2001* (Cth).
Director	means a director of the Company.
EDT	means United States Eastern Daylight Time.
Equity Security	has the meaning given to this term under ASX Listing Rule 19.12.
Executive Employment Agreement	has the meaning given to this term in section 1.1 of the Explanatory Statement.
Explanatory Statement	means the explanatory statement which forms part of the Notice of Meeting.
Dayment Options	has the meaning given to this term in section 1.1 of the Explanatory Statement.
Interest Rate	has the meaning given to this term in section 3.1 of the Explanatory Statement.
Key Management Personnel	has the meaning given to this term under Section 9 of the Corporations Act.
Lenders	has the meaning given to this term in section 3.1 of the Explanatory Statement.
Loan	has the meaning given to this term in section 3.1 of the Explanatory Statement.
Loan Agreement	has the meaning given to this term in section 3.1 of the Explanatory Statement.
Meeting	has the meaning given in the introductory paragraph of the Notice of Meeting.
Notice of Meeting or Notice	means this Notice of Extraordinary Meeting for the Company, including the attached notes and the Statements.
Proxy Form or Voting Form	means the proxy form attached to the Notice.
Share	means a fully paid ordinary share in the capital of the Company.
Shareholder	means the shareholder of the Company.
Start Date	has the meaning given to this term in section 1.1 of the Explanatory Statement.
Termination Benefits	has the meaning given to this term in section 2.1 of the Explanatory Statement.
VWAP	means volume weighted average price.

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ANNEXURE B
Material Terms and Conditions of Executive Employment Agreement

1. Term

Mr. Dayment's employment shall commence on July 27, 2026 and shall continue in full force and effect until terminated by the Company or Mr. Dayment as described in paragraph 5 (the **Term**).

2. Employment Position

Mr. Dayment shall perform such senior executive duties, services and responsibilities consistent with the COO position and such positions as may be reasonably assigned to Mr. Dayment from time to time by the CEO. During the Term, Mr. Dayment shall devote his full business time, attention and skill to the performance of such duties, services and responsibilities and shall use his best efforts to promote the interests of the Company.

3. Compensation

The Company shall pay Mr. Dayment a base salary at the annual rate of US$340,000 (~AUD$483,779.17) (as adjusted, the **Base Salary**). The Base Salary will be payable in equal periodic installments in accordance with the Company's payroll practices as in effect from time to time. Mr. Dayment shall be eligible for an annual discretionary bonus of up to 40% of his Base Salary in respect of each calendar year (US$136,000; ~AUD$193,511.67 in the first full year of the Term).

4. Equity Participation

The Company will grant Mr. Dayment the Dayment Options to subscribe for Shares. See Annexure C for a summary of the Dayment Options.

5. Termination and Payments

The Executive Employment Agreement and Mr. Dayment's employment may be terminated:

- by the Company for Cause immediately upon giving Mr. Dayment written notice;
- by the Company without Cause by the Company providing ninety (90) days' written notice to Mr. Dayment (which may be reduced by mutual agreement);
- by Mr. Dayment for Good Reason subject to certain notice and cure requirements;
- by Mr. Dayment without Good Reason by Mr. Dayment providing ninety (90) days' written notice to the Company (which may be reduced by mutual agreement); or
- immediately upon Mr. Dayment's death or thirty (30) days after determining his Disability.

In the event of the termination of Mr. Dayment's employment:

- by the Company for Cause or by Mr. Dayment without Good Reason, the Company shall pay to Mr. Dayment the Base Salary through the date of termination (including during any Notice Period, if applicable), any accrued but unreimbursed expenses and any accrued but unused PTO (the **Accrued Obligations**) within thirty (30) days of the date of termination and shall continue to provide Mr. Dayment and his family with benefits through the date of termination. In the event of the termination of Mr. Dayment's employment by Mr. Dayment without Good Reason, Mr. Dayment shall also be entitled to any earned but unpaid bonuses, payable on the same date as the Accrued Obligations.
- by Mr. Dayment for Good Reason, the Company shall: (i) pay to Mr. Dayment the Accrued Obligations within thirty (30) days of the date of termination; (ii) pay to Mr. Dayment any earned but unpaid bonuses in respect of the year preceding the calendar year in which the Termination Date falls; and (iii) continue to pay the Base Salary for six (6) months following the Termination Date (such additional 6-month period, the **Severance Period**).
- by the Company without Cause or by reason of Mr. Dayment's death or Disability, the Company shall: (i) pay to Mr. Dayment (or his estate) the Accrued Obligations within thirty (30) days of the date of termination; (ii) pay to Mr. Dayment (or his estate) any earned but unpaid bonuses; (iii) continue to pay the Base Salary during the Notice Period and Severance Period; and (iv) in

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the case of termination as a result of Disability, certain statutory payments required under Ontario's Employment Standards Act (**ESA**). The payments provided for in this paragraph, other than the Accrued Obligations, are to be put to the Shareholders for their approval at the next annual general meeting or special meeting of the Company.

See Annexure C for a summary of the treatment of the Dayment Options in the event of termination.

6. Confidential Information and Restrictive Covenants

- Mr. Dayment must not disclose any of the Company's confidential information.
- During Mr. Dayment's employment and for a period of one (1) year immediately following the Termination Date, Mr. Dayment will not, directly or indirectly, induce, solicit or otherwise entice away any employee of any member of the Company Group with whom Mr. Dayment had material contact during his employment with the Company, to leave their employment with the Company.
- During Mr. Dayment's employment and for a period of one (1) year immediately following the Termination Date, thereafter Mr. Dayment will not, directly or indirectly, solicit the business of any supplier, client or customer of a member of the Company Group with whom Mr. Dayment had material contact during his employment with the Company or about whom Mr. Dayment had received confidential information related to the business.
- Mr. Dayment is subject to a non-compete restriction for a period of 6-months immediately following the Termination Date.

7. Definitions

For the purposes of this Annexure B, the following definitions apply:

Accrued Obligations has the meaning given in paragraph 5 of this Annexure B.

Base Salary has the meaning given in paragraph 3 of this Annexure B.

Cause means Mr. Dayment's wilful misconduct, disobedience or wilful neglect of duty that is not trivial and has not been condoned by the Company.

Company Group means the Company and any of its subsidiaries.

Disability means incapacity due to physical or mental illness or injury as determined in good faith by a physician.

Good Reason means the occurrence of any of the following without Mr. Dayment's prior written consent: (i) a reduction in the Base Salary; (ii) a material reduction in the scope or nature of Mr. Dayment's duties, responsibilities or authority; (iii) Mr. Dayment's no longer reporting directly to the CEO; or (iv) a material breach of this Agreement by the Company; provided, no action or inaction will constitute Good Reason until: (A) Mr. Dayment has given written notice to the CEO within thirty (30) days of the occurrence of such action or inaction that sets forth such action or inaction in reasonable detail, and (B) the Company has had thirty (30) days to cure such event after the date of such notice.

Notice Period means the ninety (90) day period following written notice of termination during which Mr. Dayment continues in his position, receiving all Accrued Obligations and benefits under the Executive Employment Agreement.

PTO means (i) twenty (20) days of paid vacation; (ii) two (2) personal days; and (iii) five (5) sick days.

Severance Period has the meaning given in paragraph 5 of this Annexure B.

Term has the meaning given in paragraph 1 of this Annexure B.

Termination Date means the last day of Mr. Dayment's continued employment with the Company.

Trigger Event means: (i) the dispatch of a notice of meeting to consider a scheme of arrangement between the Company and its creditors or members or any class thereof pursuant to section 411 of the Corporations Act; (ii) the service of a bidder's statement or a like document on the Company; (iii) the date upon which a person or a group of associated person becomes entitled to voting power in more than 50% of the Shares where such ability was not already held by a person associated with such person or group of associated persons; or (iv) any other similar circumstance which the Board reasonably considers would result in a change in control of the Company.

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ANNEXURE C
Material Terms and Conditions of Dayment Options

The Dayment Options were granted for no cash consideration. Upon exercise, each Dayment Option will entitle Mr. Dayment to be issued one Share subject to the payment of the Exercise Price (or exercise of cashless conversion option) and the applicable vesting conditions being satisfied. Prior to their exercise, the Dayment Options do not carry any right to receive dividends or any voting rights.

A summary of the key terms of the Dayment Options is set out below:

1. Number of Dayment Options to be issued, Exercise Price, Vesting Conditions and Expiry Date

The Dayment Options were granted for nil acquisition price, with the exercise price determined by the 30-day VWAP preceding the trading day immediately prior to the Start Date, being AU$0.078 (**Exercise Price**). All Dayment Options will expire at 5.00pm (AEST) on the 7th anniversary of the Start Date. All Dayment Options are time vesting. An initial 25% tranche of 4,000,000 will vest on the 1-year anniversary of the Start Date. The remaining 12,000,000 Dayment Options will vest in equal 1,000,000 quarterly increments starting on one year and three months after the Start Date and each 3 months thereafter.

2. Special Vesting Conditions

The Dayment Options will also be subject to a special vesting condition upon a change of control.

In the event of a Trigger Event (as defined in Annexure B), any unvested Dayment Options will be immediately accelerated and become exercisable.

3. Meeting Rights

The Dayment Options themselves do not confer:

- a right to notices of general meetings of the Company, except as required by law;
- a right to attend or speak at general meetings of the Company; or
- a right to vote at any general meetings of the Company.

4. Cessation of Engagement with the Company

Subject to approval of Resolution 2 and applicable law, in relation to the acceleration of Options, the Dayment Options will be treated as follows in the event of Mr. Dayment's termination of his position with the Company:

- In the event of the termination of Mr. Dayment's employment by reason of death or Disability, by the Company without Cause or by Mr. Dayment for Good Reason at any time during the Term, any unvested Dayment Options that would have vested during the during the Notice Period or Severance Period shall be immediately accelerated and become exercisable upon such termination;
- In the event of the termination of the Mr. Dayment's employment by Mr. Dayment without Good Reason or by the Company for Cause, all unvested Dayment Options shall immediately terminate and be forfeited without consideration on the Termination Date; and
- All Dayment Options (whether vested or unvested) will lapse sixty (60) days after the date of Mr. Dayment's death or termination of employment, unless determined otherwise by the board of directors of the Company.

5. Dividend rights

A Dayment Option does not entitle Mr. Dayment to any dividends.

6. Entitlements and bonus issues

A holder of a Dayment Option will not be entitled to participate in new issues of capital offered to Shareholders such as bonus issues and entitlement issues.

7. Issue of Shares

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As soon as practicable after the valid exercise of a Dayment Option and subject to paragraph 14, the Company will:

- issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;
- issue a substitute certificate for any remaining unexercised Dayment Options held by the holder;
- if required, and subject to paragraph 9, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
- do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.

In lieu of paying the cash Exercise Price, the Dayment Options may be exercised using cashless conversion, where Mr. Dayment will be issued the number of Shares determined in accordance with the following formula:

$$A = \frac{B\ x\ (C - D)}{C}$$

A = the number of Shares to be issued to Mr. Dayment using cashless conversion;
B = the number of Shares otherwise issuable upon the Dayment Options being exercised;
C = the market value of one Share based on date of delivery of a Notice of Exercise; and
D = the Exercise Price of the relevant Dayment Option.

8. Ranking of Shares

All Shares allotted upon the exercise of the Dayment Options will upon allotment be fully paid and rank pari passu in all respects with other Shares.

9. Restrictions on transfer of Shares

If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure the sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Dayment Options may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.

10. Adjustments for reorganisation or reconstruction

If there is any reorganisation or reconstruction of the issued share capital of the Company, the rights of the holders of Dayment Options will be varied in accordance with the Corporations Act and/or Listing Rules at the time of the reorganisation and/or reconstruction.

11. Adjustment for bonus issues of Shares

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment or pursuant to a loyalty option offer to all Shareholders):

- the number of Shares which must be issued on the exercise of an Dayment Option will be increased by the number of Shares which the holder of Dayment Options would have received if the holder had exercised the Option before the record date for the bonus issue; and
- no change will be made to the Exercise Price.

12. Return of capital rights

The Dayment Options do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

13. Rights on winding up

The Dayment Options have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.

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14. Takeovers prohibition

The issue of Shares on exercise of the Dayment Options is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act and the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Dayment Options.

15. No other rights

The Dayment Options does not give a holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

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All correspondence to:

By Mail Boardroom Pty Limited
GPO Box 3993
Sydney NSW 2001 Australia

By Fax +61 2 9290 9655

Online www.boardroomlimited.com.au

By Phone (within Australia) 1300 737 760
(outside Australia) +61 2 9290 9600

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SAMPLE

YOUR VOTE IS IMPORTANT

For your vote to be effective it must be recorded **before Tuesday, October 20, 2026 at 9:00 a.m. (AEDT) (Australia) and for US investors, Monday, October 19, 2026 at 6:00 p.m. (EDT).**

TO VOTE ONLINE

BY SMARTPHONE

STEP 1: VISIT https://www.votingonline.com.au/flcegm2026

STEP 2: Enter your Postcode (if within Australia) OR Country of Residence (if outside Australia)

STEP 3: Enter your Voting Access Code (VAC):

PLEASE NOTE: For security reasons it is important you keep the above information confidential.

Scan QR Code using smartphone QR Reader App

TO VOTE BY COMPLETING THE VOTING FORM

The voting form can be used to either vote directly (Section 1) OR appoint a proxy to vote on your behalf (Section 2).

SECTION 1: DIRECT VOTING

If you wish to vote directly, you should clearly mark the box in Section 1 and the boxes in Section 3 to indicate your voting instruction for each resolution. Please only mark either "for" or "against" for each resolution. Do not mark the "abstain" box if you are voting directly. If no direction is given on a resolution, or if you complete both the boxes in Section 1 and 2, your vote may be passed to the Chairman of the Meeting as your proxy. Securityholders, custodians and nominees may identify on the Voting Form the total number of votes in each of the categories "for" and "against" and their votes will be valid. The Chairman's decision as to whether a direct vote is valid is final and conclusive.

SECTION 2: APPOINTMENT OF PROXY

Indicate who you want to appoint as your Proxy.

If you wish to appoint the Chairman of the Meeting as your proxy, mark the box in Section 2. If you wish to appoint someone other than the Chairman of the Meeting as your proxy please write the full name of that individual or body corporate. If you leave this section blank, or your named proxy does not attend the meeting or does not vote on a poll in accordance with your instructions, the Chairman of the Meeting will be your proxy by default. A proxy need not be a Securityholder of the company. Do not write the name of the issuer company or the registered Securityholder in the space.

Appointment of a Second Proxy

You are entitled to appoint up to two 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 contacting the company's securities registry or you may copy this form.

To appoint a second proxy you must:

(a) complete two forms. On each form state the percentage of your voting rights or the number of securities 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.

(b) return both forms together in the same envelope.

SECTION 3: VOTING DIRECTIONS

To cast your direct vote or to direct your proxy how to vote, place a mark in one of the boxes opposite each resolution. All your securities will be voted in accordance with such a direction unless you indicate only a portion of securities are to be voted on any resolution by inserting the percentage or number that you wish to vote in the appropriate box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%. If you do not mark any of the boxes on a given resolution, your proxy may vote as he or she chooses (subject to any voting restrictions that apply to your proxy). If you mark more than one box on a resolution for all your securities your vote on that resolution will be invalid.

Proxy which is a Body Corporate

Where a body corporate is appointed as your proxy, the representative of that body corporate attending the Meeting must have provided an "Appointment of Corporate Representative" prior to admission. An Appointment of Corporate Representative form can be obtained from the company's securities registry.

SECTION 4: SIGN THE FORM

The form **must** be signed as follows:

Individual: This form is to be signed by the Securityholder.

Joint Holding: where the holding is in more than one name, all the Securityholders should sign.

Power of Attorney: to sign under a Power of Attorney, you must have already lodged it with the registry. Alternatively, attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: this form must be signed by a Director jointly with either another Director or a Company Secretary. Where the company has a Sole Director who is also the Sole Company Secretary, this form should be signed by that person. **Please indicate the office held by signing in the appropriate place.**

LODGEMENT

Voting Forms (and any Power of Attorney under which it is signed) must be received no later than 48 hours before the commencement of the Meeting, therefore by **9:00 a.m. (AEDT) Tuesday, October 20, 2026 and for US based investors, before 6:00 p.m. (EDT) Monday, October 19, 2026.** Any Voting Form received after that time will not be valid for the scheduled Meeting.

Voting forms may be lodged using the enclosed Reply Paid Envelope or:

Online	https://www.votingonline.com.au/flcegm2026
By Smartphone	Scan the QR Code
By Fax	+61 2 9290 9655
By Mail	Boardroom Pty Limited GPO Box 3993, Sydney NSW 2001 Australia
In Person	Boardroom Pty Limited Level 8, 210 George Street, Sydney NSW 2000 Australia

Attending the Meeting

If you wish to attend the meeting please bring this form with you to assist registration.

Fluence Corporation Limited
ACN 127 734 196

☐ **Your Address**
This is your address as it appears on the company's share register. If this is incorrect, please mark the box with an "X" and make the correction in the space to the left. Securityholders sponsored by a broker should advise their broker of any changes.
Please note, you cannot change ownership of your securities using this form.

VOTING FORM

SECTION 1: DIRECT VOTING

☐ I/We being a Securityholder/s of **Fluence Corporation Limited** (Company) and entitled to attend and vote hereby elect to vote directly at the Extraordinary General Meeting of the Company to be held at the **held virtually via internet webinar conferencing facility on Thursday, October 22, 2026 at 9:00 a.m. (AEDT) (Australia) and for US investors, Wednesday, October 21, 2026 at 6:00 p.m. (EDT) and at any adjournment of that Meeting.**

SECTION 2: APPOINTMENT OF PROXY

I/We being a Securityholder/s of Fluence Corporation Limited (Company) and entitled to attend and vote hereby appoint:

☐ 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 (excluding the registered Securityholder) you are appointing as your proxy below

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting as my/our proxy at the Extraordinary General Meeting of the Company to be held at the **held virtually via internet webinar conferencing facility on Thursday, October 22, 2026 at 9:00 a.m. (AEDT) (Australia) and for US investors, Wednesday, October 21, 2026 at 6:00 p.m. (EDT)** at any adjournment or of that Meeting, to act on my/our behalf and to vote in accordance with the following directions or if no directions have been given, as the proxy sees fit.

Chair of the Meeting authorised to exercise undirected proxies on remuneration related matters: If I/we have appointed the Chair of the Meeting as my/our proxy or the Chair of the Meeting becomes my/our proxy by default and I/we have not directed my/our proxy how to vote in respect of Resolution 1 or Resolution 2, I/we expressly authorise the Chair of the Meeting to exercise my/our proxy in respect of those Resolutions even though Resolution 1 is connected with the remuneration of a member of the key management personnel for the Company and Resolution 2 is connected with the termination benefits (being remuneration for the purposes of the Corporations Act) of a member of the key management personnel for the Company.

The Chair of the Meeting will vote all undirected proxies in favour of all Items of business (including Resolutions 1 and 2). If you wish to appoint the Chair of the Meeting as your proxy with a direction to vote against, or to abstain from voting on an item, you must provide a direction by marking the 'Against' or 'Abstain' box opposite that resolution.

SECTION 3: VOTING DIRECTIONS

		For	Against	Abstain*
Resolution 1	Ratification of Agreement to Issue Dayment Options to Jeremy Dayment	☐	☐	☐
Resolution 2	Approval of Termination Benefits to Mr. Jeremy Dayment	☐	☐	☐
Resolution 3(a)	Approval of Conversion of Interest into Shares (Mr Nikolaus Oldendorff)	☐	☐	☐
Resolution 3(b)	Approval of Conversion of Interest into Shares (Mr Douglas Brown)	☐	☐	☐

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

SECTION 4: SIGN THE FORM

This form must be signed to enable your directions to be implemented.

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

Contact Name…….... Contact Daytime Telephone……..... Date / / 2026

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