

NOTICE OF 2026 SHAREHOLDER MEETING AND PROXY FORM

Resolution Minerals Ltd (ACN 617 789 732, **Company**) (**ASX:RML**) refers to the notice of General Meeting (**AGM**) and accompanying explanatory memorandum released to ASX on 20 January 2026 (together, the Notice of Meeting) in respect of a general meeting of the Company's shareholders (**Shareholders**).

The Meeting will be held:

Date: Tuesday 17 February 2026
Time: 9:30am (ACST)
Location: Offices of Grant Thornton Australia Limited
Level 3, 170 Frome Street, Adelaide SA

In reliance on Section 253RA of the *Corporations Act 2001* (Cth), the Company will not be posting hard copies of the Notice of Meeting to Shareholders unless the Shareholder has given the Company notice in writing electing to receive documents in hard copy only. The Notice of Meeting can be viewed or downloaded from the Company's website on its ASX announcements page at <https://www.resolutionminerals.com/investor-center/category/asx-releases> or at www.asx.com.au.

This announcement has been authorised for release to the ASX by the Company Secretary. For further information, please contact the Company Secretary by telephone on +61 8 6118 7110 or by email at info@resolutionminerals.com.

Yours sincerely

Resolution Minerals Ltd

Jarek Kopias

Company Secretary

RESOLUTION MINERALS LTD

ACN 617 789 732

NOTICE OF GENERAL MEETING

EXPLANATORY NOTES

PROXY FORM

Date of Meeting

17 February 2026

Time of Meeting

9:30am (ACST)

Place of Meeting

Offices of Grant Thornton Australia Limited
Level 3, 170 Frome Street
Adelaide, South Australia

RESOLUTION MINERALS LTD
ACN 617 789 732

NOTICE OF 2026 GENERAL MEETING

Notice is hereby given that a General Meeting of Shareholders of Resolution Minerals Ltd ("Company/RML") will be held at the offices of Grant Thornton Australia Limited, Level 3, 170 Frome Street, Adelaide, South Australia on 17 February 2026 at 9:30am ACST.

The business to be considered at the General Meeting is set out below.

This Notice of Meeting should be read in its entirety in conjunction with the accompanying Explanatory Notes, which form part of this Notice of Meeting and contain information in relation to the following Resolutions. If you are in any doubt as to how you should vote on the Resolutions set out in this Notice of Meeting, you should consult your financial or other professional adviser.

Defined terms used in this Notice of Meeting have the meanings given to those terms in the glossary at the end of the Explanatory Notes.

GENERAL BUSINESS

Resolution 1 – Approval to issue Consideration Performance Rights to Mr Adam Roper

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 6,000,000 Performance Rights to Mr Adam Roper on the terms and conditions set out in the Explanatory Notes."

Resolution 2 – Approval to issue Incentive Performance Rights to Director – Mr Aharon Zaetz

To consider and, if thought fit, to pass the following resolution as an Ordinary Resolution:

"That, for the purposes of Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue up to 55,000,000 Incentive Performance Rights to Mr Zaetz (or his nominee/s) under the Employee Securities Incentive Plan on the terms and conditions set out in the Explanatory Notes."

Resolution 3 – Approval to issue Incentive Performance Rights to Director – Mr Mendel Rogatsky

To consider and, if thought fit, to pass the following resolution as an Ordinary Resolution:

"That, for the purposes of Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue up to 55,000,000 Incentive Performance Rights to Mr Rogatsky (or his nominee/s) under the Employee Securities Incentive Plan on the terms and conditions set out in the Explanatory Notes."

Resolution 4 – Approval to issue Incentive Performance Rights to Director – Mr Syed Alsagoff

To consider and, if thought fit, to pass the following resolution as an Ordinary Resolution:

"That, for the purposes of Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue up to 5,000,000 Incentive Performance Rights to Mr Alsagoff (or his nominee/s) under the Employee Securities Incentive Plan on the terms and conditions set out in the Explanatory Notes."

Resolution 5 – Approval to increase the threshold under the Company's Employee Securities Incentive Plan

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 7.2 (Exception 13(b)) and for all other purposes, approval is given to increase the maximum number of Securities that may be issued under the Company's Employee Securities Plan to a maximum of up to 590,000,000 Securities, on the terms and conditions set out in the Explanatory Notes."

VOTING INFORMATION, EXCLUSIONS AND PROHIBITIONS

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

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 Consideration Performance Rights to Mr Adam Roper	Mr Roper (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 Incentive Performance Rights to Director – Mr Aharon Zaetz	Mr Zaetz (or his nominee/s) and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question or an associate of that person or those persons.
Resolution 3 – Approval to issue Incentive Performance Rights to Director – Mr Mendel Rogatsky	Mr Rogatsky (or his nominee/s) and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question or an associate of that person or those persons.
Resolution 4 – Approval to issue Incentive Performance Rights to Director – Mr Syed Alsagoff	Mr Alsagoff (or his nominee/s) and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question or an associate of that person or those persons.
Resolution 5 – Approval to increase the threshold under the Company's Employee Securities Incentive Plan	A person who is eligible to participate in the employee incentive scheme 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 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
- 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
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - o 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
 - o the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition Statements

Resolution 2 – Approval to issue Incentive Performance Rights to Director – Mr Aharon Zaetz	A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if: (a) the proxy is either: (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (b) the appointment does not specify the way the proxy is to vote on this Resolution. However, the above prohibition does not apply if: (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
Resolution 3 – Approval to issue Incentive Performance Rights to Director – Mr Mendel Rogatsky	A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if: (a) the proxy is either: (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (b) the appointment does not specify the way the proxy is to vote on this Resolution. However, the above prohibition does not apply if: (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
Resolution 4 – Approval to issue Incentive Performance Rights to Director – Mr Syed Alsagoff	A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if: (a) the proxy is either: (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (b) the appointment does not specify the way the proxy is to vote on this Resolution. However, the above prohibition does not apply if: (a) the proxy is the Chair; and

	(b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
Resolution 5 – Approval to increase the threshold under the Company's Employee Securities Incentive Plan	A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if: (a) the proxy is either: (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (b) the appointment does not specify the way the proxy is to vote on this Resolution. However, the above prohibition does not apply if: (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

Important information concerning proxy votes on Resolutions 2, 3, 4 and 5

The Corporations Act places certain restrictions on the ability of Key Management Personnel and their closely related parties to vote on the Resolutions connected directly or indirectly with the remuneration of the Key Management Personnel.

Additionally, the Company will disregard any votes cast on Resolutions 2, 3, 4 and 5 by any person appointed as a proxy by any person who is either a member of the Key Management Personnel or a Closely Related Party of such a member, unless:

- (a) it is cast by the person as proxy for a person who is entitled to vote, in accordance with directions on the proxy form; or
- (b) it is cast by the Chair of the Meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

For these reasons, Shareholders who intend to vote by proxy should carefully consider the identity of their proxy and are encouraged to direct their proxy as to how to vote on all Resolutions. In particular, Shareholders who intend to appoint the Chair of the Meeting as their proxy (including an appointment by default) are encouraged to direct the Chair of the Meeting as to how to vote on all Resolutions.

If the Chair of the Meeting is appointed, or taken to be appointed, as your proxy, you can direct the Chair of the Meeting to vote for, against or abstain from voting on Resolutions 2, 3, 4 and 5 by marking the box opposite the respective Resolution on the Proxy Form. You should direct the Chair of the Meeting how to vote on these Resolutions.

However, if the Chair of the Meeting is your proxy and you do not direct the Chair of the Meeting how to vote in respect of Resolutions 2, 3, 4 and 5 on the Proxy Form, you will be deemed to have directed and expressly authorised the Chair of the Meeting to vote your proxy in favour of the relevant Resolution. This express authorisation acknowledged that the Chair of the Meeting may vote your proxy even if:

- (a) Resolutions 2, 3, 4 and 5 are connected directly or indirectly with the remuneration of a member or members of the Key Management Personnel for the Company; and
- (b) the Chair of the Meeting has an interest in the outcome of Resolutions 2, 3, 4 and 5 and that votes cast by the Chair of the Meeting for these Resolutions, other than as authorised proxy holder, will be disregarded because of that interest.

Voting, Attendance Entitlement and proxy

A Member who is entitled to attend and cast a vote at the Meeting and who wishes to vote on the Resolutions contained in this Notice should either attend in person at the time, date and place of the Meeting set out above or appoint a proxy or proxies to attend or vote on the Member's behalf.

A Member who is entitled to attend and cast a vote at the Meeting and who wishes to vote on the Resolutions contained in this Notice should appoint the Chair as their proxy to attend and vote on the Member's behalf. The Company encourages shareholders to **appoint the Chair as their proxy**.

Shareholders are encouraged to lodge their Proxy Forms online at <https://investor.automic.com.au/#/loginsah>.

In completing the attached Proxy Form, Members must be aware that where the Chair is appointed as their proxy, they will be directing the Chair to vote in accordance with the Chair's voting intention unless you indicate otherwise by marking the "For", "Against" or "Abstain" boxes. The Chair intends to vote undirected proxies in favour of each item of business. Members should note that they are entitled to appoint the Chair as a proxy with a direction to cast the votes contrary to the Chair's voting intention, or to abstain from voting, on any Resolution in the Proxy Form. Also, Members may appoint, as their proxy, a person other than the Chair.

A proxy need not be a Member. For the convenience of Members, a Proxy Form is enclosed. A Member who is entitled to attend and cast two or more votes is entitled to appoint two proxies. Where two proxies are appointed, each appointment may specify the proportion or number of voting rights each proxy may exercise. If the Member appoints two proxies and the appointment does not specify this proportion, each proxy may exercise half of the votes able to be cast by the appointing Member.

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 order to be valid, the Proxy Form must be received by the Company at the address specified below, along with any power of attorney or certified copy of a power of attorney (if the Proxy Form is signed pursuant to a power of attorney), by no later than 48 hours before the Meeting (i.e., by no later than 9:30am ACST on 15 February 2026):

On-line: <https://investor.automic.com.au/#/loginsah>

By mail: Automic
GPO BOX 5193
SYDNEY NSW 2001

By hand: Level 5, 126 Phillip Street
SYDNEY NSW 2000

By e-mail: meetings@automicgroup.com.au

Any Proxy Forms received after that time will not be valid for the Meeting.

A Member who is a body corporate may appoint a representative to attend the Meeting in accordance with the Corporations Act. Representatives will be required to present documentary evidence of their appointment on the day of the Meeting.

For the purpose of determining the voting entitlements at the Meeting, the Directors have determined that Shares will be taken to be held by the registered holders of those Shares at 9:30am (ACST) on 15 February 2026. Accordingly, transactions registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting.

By order of the Board

Jarek Kopias
Company Secretary
Adelaide, 20 January 2026

GENERAL MEETING - EXPLANATORY NOTES

These Explanatory Notes accompanying this Notice of Meeting are incorporated in and comprise part of this Notice of Meeting and should be read in conjunction with this Notice of Meeting.

If any Shareholder is in doubt as to how they should vote, they should seek advice from their legal, financial or other professional adviser prior to voting.

Introduction

These Explanatory Notes have been prepared to provide Shareholders with material information to enable them to make an informed decision on the business to be considered at the General Meeting of the Company. The Directors recommend Shareholders read these Explanatory Notes in full before making any decision in relation to the Resolutions.

Terms defined in the Notice of Meeting have the same meaning in these Explanatory Notes.

GENERAL BUSINESS

Resolution 1 – Approval to issue Consideration Performance Rights to Mr Adam Roper

This Resolution seeks Shareholder approval to issue 6,000,000 Consideration Performance Rights to Mr Adam Roper under the Plan in connection with his appointment as Chief Metallurgist of the Company on the terms and conditions set out below.

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

Class	Quantum	Vesting Condition	Expiry Date
B	2,000,000	Within eighteen (18) months of the Commencement Date, the Company delivering and operating a demonstration plant for the processing of antimony (stibnite) from the Horse Heaven Project, to produce antimony metal.	The date that is five years from the date of issue of the Consideration Performance Rights.
C	2,000,000	On the two year anniversary date of the Commencement Date, the Company delivering and operating a full scale plant for the processing of antimony (stibnite) from the Horse Heaven Project, to produce antimony metal.	The date that is five years from the date of issue of the Consideration Performance Rights.
D	2,000,000	On the three (3) year anniversary date of the Commencement Date, the Company operating a full scale plant for the processing of antimony (stibnite) from the Horse Heaven Project, to produce at least 300 tonnes of antimony metal or antimony end products at a quality approved and qualified by end users.	The date that is five years from the date of issue of the Consideration Performance Rights.

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.

Technical information required by Listing Rule 14.1A

If Resolution 1 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 Resolution 1 is not passed, the Company will not be able to proceed with the issue and the Company will need to consider alternative methods to remunerate Mr Roper.

Technical information required by Listing Rule 7.3

Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	Mr Adam Roper (or his nominee(s)).
Number of Securities and class to be issued	6,000,000 Consideration Performance Rights will be issued.
Terms of Securities	The Consideration Performance Rights will be issued on the terms and conditions set out in Appendix 3.
Material terms of the Plan	A summary of the material terms and conditions of the Plan is set out in Appendix 1.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Consideration Performance Rights within one month of the Meeting. In any event, the Company will not issue any Consideration Performance Rights later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Consideration Performance Rights will be issued at a nil issue price, in consideration for Mr Roper's services as chief metallurgist of the Company.
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 Employment Agreement.
Summary of material terms of agreement to issue	The Consideration Performance Rights are being issued under the Employment Agreement, a summary of the material terms of which is set out in Appendix 4.
Voting exclusion statement	A voting exclusion statement applies to Resolution 1.

Board Recommendation: The Directors recommend that Shareholders vote in favour of Resolution 1 and advise that that they intend to vote any Shares that they own or control in favour of Resolution 1.

The Chair intends to vote all undirected proxies in favour of Resolution 1.

Resolutions 2 to 4 - Approval to issue Incentive Performance Rights to Directors – Aaron Zaetz, Mendel Rogatsky and Syed Alsagoff

These Resolutions seek Shareholder approval for the purposes of Listing Rule 10.14 for the issue of up to an aggregate of 115,000,000 Performance Rights to Mr Zaetz (being the subject of Resolution 2), Mr Rogatsky (being the subject of Resolution 3) and Mr Alsagoff (being the subject of Resolution 4) (or their nominee(s) (**the Related Parties**) pursuant to the Plan, on the terms and conditions set out below (**Incentive Performance Rights**).

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

Class	Quantum	Recipient	Vesting Condition	Vesting and Expiry Date
A	55,000,000	Mr Zaetz	The Incentive Performance Rights will vest upon the earlier to occur of; (a) the Company announcing a JORC compliant mineral resource estimate in at least an inferred category of not less than 1,500,000 ounces of contained gold; (b) the Shares achieving a volume weighted average price of \$0.11 per Share calculated over seven (7) consecutive trading days on which the Shares have traded; (c) inclusion of the Horse Heaven project onto the FAST 41 Permitting Dashboard; (d) the Company being admitted to the official list of the NASDAQ Stock Market LLC and the Shares being quoted for trading on that market; or (e) the Company commencing small-scale operations on a bulk mining permit in respect of antimony or tungsten.	31 December 2030.
	55,000,000	Mr Rogatsky		
	5,000,000	Mr Alsagoff		

Chapter 2E of the Corporations Act

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

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

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

The issue constitutes giving a financial benefit and the Related Parties are each a related party of the Company by virtue of being a Director.

The Directors (other than Mr Aharon Zaetz) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of Incentive Performance Rights under Resolution 2, because the agreement to issue the Incentive Performance Rights, reached as part of the remuneration package for Mr Zaetz, is considered reasonable remuneration in the circumstances and was negotiated on an arm's length basis.

The Directors (other than Mr Mendel Rogatsky) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of Incentive Performance Rights under Resolution 3, because the agreement to issue the Incentive Performance Rights, reached as part of the remuneration package for Mr Rogatsky, is considered reasonable remuneration in the circumstances and was negotiated on an arm's length basis.

The Directors (other than Mr Syed Alsagoff) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of Incentive Performance Rights under Resolution 4, because the agreement to issue the Incentive Performance Rights, reached as part of the remuneration package for Mr Alsagoff, is considered reasonable remuneration in the circumstances and was negotiated on an arm's length basis.

Listing Rule 10.14

Listing Rule 10.14 provides that an entity must not permit any of the following persons to acquire equity securities under an employee incentive scheme without the approval of the holders of its ordinary securities:

10.14.1 a director of the entity;

10.14.2 an associate of a director of the entity; or

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

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

If these Resolutions are passed, the Company will be able to proceed with the issue within 3 years after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules). As approval pursuant to Listing Rule 7.1 is not required for the issue (because approval is being obtained under Listing Rule 10.14), the issue will not use any of the Company's 15% annual placement capacity.

If these Resolutions are not passed, the Company will not be able to proceed with the issue. The Company may consider other ways to pay the Related Parties, including in cash.

In accordance with the requirements of Listing Rule 10.15, the following information is provided in respect of Resolutions 2 to 4:

Name of the person to whom Securities will be issued	The Related Parties (or their nominees).
Categorisation under Listing Rule 10.14	The Related Parties fall within the category set out in Listing Rule 10.14.1 as they are each a related party of the Company by virtue of being a Director. Any nominee(s) of the Related Parties who receive Incentive Performance Rights may constitute 'associates' for the purposes of Listing Rule 10.14.2.
Number of Securities and class to be issued	115,000,000 Incentive Performance Rights (being the nature of the financial benefit proposed to be given) will be allocated as set out in the table included above.
Securities previously issued to the recipient(s) under the Plan	100,000,000 Performance Rights and 62,500,000 Options have previously been issued to the Related Parties for nil consideration under the Plan as set out below: (a) 50,000,000 Performance Rights and 31,250,000 Options to Mr Zaetz; (b) 50,000,000 Performance Rights and 31,250,000 Options to Mr Rogatsky; and (c) Nil Performance Rights and nil Options to Mr Alsagoff.
Terms of Securities	The Incentive Performance Rights will be issued on the terms and conditions set out in Appendix 2.
Material terms of the Plan	A summary of the material terms and conditions of the Plan is set out in Appendix 1.
Material terms of any loan	No loan is being made in connection with the acquisition of the Incentive Performance Rights.
Price or other consideration the Company will receive for the Securities	The Incentive Performance Rights will be issued at a nil issue price.

Date(s) on or by which the Securities will be issued	The Company expects to issue the Incentive Performance Rights within one month of the Meeting. In any event, the Company will not issue any Incentive Performance Rights later than 3 years after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).																																												
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to provide a performance linked incentive component in the remuneration package for the Related Parties to motivate and reward their performance as Directors and to provide cost effective remuneration to the Related Parties, enabling the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to the Related Parties.																																												
Consideration of type of Security to be issued	The Company has agreed to issue the Incentive Performance Rights for the following reasons: (a) the issue of the Incentive Performance Rights has no immediate dilutionary impact on Shareholders; (b) the issue to the Related Parties will align the interests of the recipients with those of Shareholders; (c) the issue is a reasonable and appropriate method to provide cost effective remuneration as the non-cash form of this benefit will allow the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to each of the Related Parties; and (d) it is not considered that there are any significant opportunity costs to the Company or benefits foregone by the Company in issuing the Incentive Performance Rights on the terms proposed.																																												
Consideration of quantum of Securities to be issued	The number of Securities to be issued has been determined based upon a consideration of: (a) the significant value for all Shareholders that is anticipated from achieving any of the proposed key performance indicator vesting conditions; (b) the remuneration of the proposed recipients; and (c) incentives to attract and retain the service of the proposed recipients who have appropriate knowledge and expertise, while maintaining the Company’s cash reserves. The Company does not consider that there are any significant opportunity costs to the Company or benefits foregone by the Company in issuing the Incentive Options upon the terms proposed.																																												
Remuneration package	The total remuneration package for each of the recipients for the previous financial year and the proposed total remuneration package for the current financial year are set out below: <table><tr><th>Related Party</th><th>Current Financial Year ending 30 June 2026¹</th><th>Previous Financial Year ended 30 June 2025</th></tr><tr><td>Mr Zaetz</td><td>\$350,000</td><td>\$1,000,198²</td></tr><tr><td>Mr Rogatsky</td><td>\$350,000</td><td>\$1,000,198³</td></tr><tr><td>Mr Alsagoff</td><td>\$36,000</td><td>\$26,000</td></tr></table> Notes: 1. Based on current annual contracted remuneration. 2. Comprising \$204,167 of salary and fees and share-based payments of the remaining amount. 3. Comprising \$23,318 of salary and fees and a superannuation payment of \$2,682.					Related Party	Current Financial Year ending 30 June 2026 ¹	Previous Financial Year ended 30 June 2025	Mr Zaetz	\$350,000	\$1,000,198 ²	Mr Rogatsky	\$350,000	\$1,000,198 ³	Mr Alsagoff	\$36,000	\$26,000																												
Related Party	Current Financial Year ending 30 June 2026 ¹	Previous Financial Year ended 30 June 2025																																											
Mr Zaetz	\$350,000	\$1,000,198 ²																																											
Mr Rogatsky	\$350,000	\$1,000,198 ³																																											
Mr Alsagoff	\$36,000	\$26,000																																											
Valuation	The Company values the Incentive Performance Rights using the Monte Carlo methodology. The value for the rights has not been determined at this time, but can be reasonably approximated at the most recent share price of the Company’s Shares of \$0.0367 per Incentive Performance Right using a Monte Carlo valuation. The potential maximum value of the Performance Rights is \$2,021,181 to each of Mr Zaetz an Mr Rogatsky and \$183,744 to Mr Alsagoff.																																												
Interest in Securities	The relevant interests of the recipients in Securities as at the date of this Notice and following completion of the issue are set out below: As at the date of this Notice <table><tr><th>Related Party</th><th>Shares¹</th><th>Options</th><th>Performance Rights</th><th>Undiluted</th><th>Fully Diluted</th></tr><tr><td>Mr Zaetz</td><td>53,125,000</td><td>60,390,625</td><td>50,000,000</td><td>2.84%</td><td>5.99%</td></tr><tr><td>Mr Rogatsky</td><td>43,240,625</td><td>59,430,079</td><td>50,000,000</td><td>2.31%</td><td>5.59%</td></tr><tr><td>Mr Alsagoff</td><td>Nil</td><td>Nil</td><td>Nil</td><td>0%</td><td>0%</td></tr></table> Post issue <table><tr><th>Related Party</th><th>Shares¹</th><th>Options</th><th>Performance Rights</th></tr><tr><td>Mr Zaetz</td><td>53,125,000</td><td>60,390,625</td><td>105,000,000</td></tr><tr><td>Mr Rogatsky</td><td>43,240,625</td><td>59,430,079</td><td>105,000,000</td></tr><tr><td>Mr Alsagoff</td><td>Nil</td><td>Nil</td><td>5,000,000</td></tr></table> Notes: 1. Fully paid ordinary shares in the capital of the Company (ASX: RML).					Related Party	Shares ¹	Options	Performance Rights	Undiluted	Fully Diluted	Mr Zaetz	53,125,000	60,390,625	50,000,000	2.84%	5.99%	Mr Rogatsky	43,240,625	59,430,079	50,000,000	2.31%	5.59%	Mr Alsagoff	Nil	Nil	Nil	0%	0%	Related Party	Shares ¹	Options	Performance Rights	Mr Zaetz	53,125,000	60,390,625	105,000,000	Mr Rogatsky	43,240,625	59,430,079	105,000,000	Mr Alsagoff	Nil	Nil	5,000,000
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Dilution	If the milestones attaching to the Incentive Performance Rights issued under these Resolutions are met and the Incentive Performance Rights are converted, a total of 115,000,000 Shares would be issued. This will increase the number of Shares on issue from 1,872,802,933 (being the total number of Shares on issue as at the date of this																																												

	Notice) to 1,977,802,933 (assuming that no Shares are issued and no other convertible securities vest or are exercised) with the effect that the shareholding of existing Shareholders would be diluted by an aggregate of 5.61%, comprising 2.67% by Mr Zaetz, 2.67 % by Mr Rogatsky and 0.27% by Mr Alsagoff.		
Trading history	The trading history of the Shares on ASX in the 3 months before the date of this Notice is set out below:		
		Price	Date
	Highest	\$0.15	21 October 2025
	Lowest	\$0.0375	9 October 2025
	Last	\$0.049	2 January 2026
Additional information	Details of any Securities issued under the Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14. Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Securities under the Plan after this Resolution is approved and who were not named in this Notice will not participate until approval is obtained under Listing Rule 10.14.		
Other information	The Board is not aware of any other information that is reasonably required by Shareholders to allow them to decide whether it is in the best interests of the Company to pass these Resolutions.		
Voting exclusion statement	A voting exclusion statement applies to these Resolutions.		
Voting prohibition statement.	A voting prohibition statement applies to these Resolutions.		

Board Recommendation: The Related Parties decline to make a recommendation to Shareholders in relation to Resolutions 2 to 4 due to their material personal interest in the outcome of the Resolutions on the basis that they may be issued Performance Rights should Resolutions 2 to 4 be passed.

The Chair of the Meeting intends to vote all undirected proxies in favour of Resolutions 2 to 4.

Resolution 5 – Approval to increase the threshold under the Company’s Employee Securities Incentive Plan

This Resolution seeks Shareholder approval for purposes of Listing Rule 7.2 (Exception 13(b)) to increase the maximum number of Securities that may be issued under the Company’s Employee Securities Incentive Plan to be adopted at the general meeting of shareholders on 25 July 2025 (**Plan**), from the present maximum of 325,000,000 Securities to a maximum of 590,000,000 Securities (including Securities to be issued to Directors). It is not envisaged that the maximum number of Securities for which approval is sought will be issued immediately and this maximum number may never be issued at all.

The objective of the Plan is to attract, motivate and retain key employees, contractors and other persons who provide services to the Company, and the Company considers that the adoption of the Plan and the future issue of Securities under the Plan will provide these parties with the opportunity to participate in the future growth of the Company.

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.

Listing Rule 7.2 (Exception 13(b)) provides that Listing Rule 7.1 does not apply to an issue of securities under an employee incentive scheme if, within three years before the date of issue of the securities, the holders of the entity’s ordinary securities have approved the issue of equity securities under the scheme as exception to Listing Rule 7.1.

Exception 13(b) is only available if and to the extent that the number of equity securities issued under the scheme does not exceed the maximum number set out in the entity’s notice of meeting dispatched to shareholders in respect of the meeting at which shareholder approval was obtained pursuant to Listing Rule 7.2 (Exception 13(b)). Exception 13(b) also ceases to be available if there is a material change to the terms of the scheme from those set out in the notice of meeting.

If this Resolution is passed, the number of Securities that the Company will be able to issue under the Plan to eligible participants over a period of 3 years will increase from 325,000,000 Securities to a maximum of 590,000,000 Securities. The issue of any Securities to eligible participants under the Plan (up to the maximum number of Securities stated below) 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.

For the avoidance of doubt, the Company must seek Shareholder approval under Listing Rule 10.14 in respect of any future issues of Securities under the Plan to a related party or a person whose relationship with the Company or the related party is, in ASX’s opinion, such that approval should be obtained.

If this Resolution is not passed, the Company will be able to proceed with the issue of Securities under the Plan to eligible participants up to the current approved threshold of 325,000,000 Securities. Any issue of Securities in excess of this threshold will reduce, to that extent, the Company’s capacity to issue equity securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the issue of the Securities.

In accordance with the requirements of Listing Rule 7.2 (Exception 13) the following information is provided in respect of Resolution 5:

Terms of the Plan	A summary of the material terms and conditions of the Plan is set out in Appendix 1.
Number of Securities previously issued under the Plan	The Company has issued 306,000,000 Securities under the Plan since the Plan was approved by Shareholders on 25 July 2025.
Maximum number of Securities proposed to be issued under the Plan	The maximum number of Securities that may be issued under the Plan in reliance on to Listing Rule 7.2 (Exception 13), following Shareholder approval, is 590,000,000 Securities. It is not envisaged that the maximum number of Securities for which approval is sought will be issued immediately and this maximum number may never be issued at all. This number has been set to provide flexibility for the Company to reward employees, contractors and other persons who provide services to the Company with participation under the Plan.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.
Voting prohibition statement	A voting prohibition statement applies to this Resolution.

Board Recommendation: The Directors recommend that Shareholders vote in favour of Resolution 5 and advise that that they intend to vote any Shares that they own or control in favour of Resolution 5.

The Chair intends to vote all undirected proxies in favour of Resolution 5.

Glossary

In the Notice of Meeting and Explanatory Notes:

ACST means Australian Central Standard Time.

Associate has the meaning given to that term in the Listing Rules.

ASX means ASX Limited (ABN 98 008 624 691).

Board means the board of Directors of RML.

Business Days has the meaning given in the Listing Rules.

Chair means the chair of the Meeting.

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

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

Commencement Date means the date Adam Roper commences employment under the employment agreement between Adam Roper and the Company dated 15 December 2025.

Consideration Performance Rights mean the Performance Rights to be issued pursuant to Resolution 1.

Constitution means the constitution of the Company.

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

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

Director means a director of the Company.

Employment Agreement means the employment agreement between the Company and Mr Adam Roper dated 14 December 2025.

Equity Securities or **Securities** has the same meaning as in the Listing Rules.

Explanatory Notes means these explanatory notes.

Incentive Performance Rights mean the Performance Rights to be issued pursuant to Resolutions 1 to 3.

Key Management Personnel means a member of the key management personnel as disclosed in the Remuneration Report.

Listing Rules and **ASX Listing Rules** means the listing rules of ASX.

Material Person means a related party of the Company, member of the Key Management Personnel, substantial holder of the Company, adviser of the Company or associate of any of these parties.

Meeting or General Meeting means the general meeting of Shareholders to be held at the offices of Grant Thornton Australia Limited, Level 3, 170 Frome Street, Adelaide, South Australia on 17 February 2026 at 9:30am.

Member or **Shareholder** means each person registered as a holder of a Share.

Notice or **Notice of Meeting** means this Notice of General Meeting.

Ordinary Resolution means a resolution passed by more than 50% of the votes cast by Shareholders entitled to vote at a general meeting of Shareholders.

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

Proxy Form means the proxy form attached to this Notice of Meeting.

Resolution means a resolution referred to in this Notice.

RML or **the Company** means Resolution Minerals Ltd (ACN 617 789 732).

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

Appendix 1

Terms and Conditions of the Plan

Eligible Participant	Eligible Participant means a person that is a 'primary participant' (as that term is defined in Division 1A of Part 7.12 of the Corporations Act) in relation to the Company or an Associated Body Corporate (as defined in the Corporations Act) and has been determined by the Board to be eligible to participate in the Plan from time to time or a contractor or consultant of the Company or an Associated Body Corporate who has been determined by the Board to be eligible to participate in the Plan from time to time..
Purpose	The purpose of the Plan is to: (a) assist in the reward, retention and motivation of Eligible Participants; (b) link the reward of Eligible Participants to Shareholder value creation; and (c) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Share, Option, Performance Right or other Convertible Security (Securities).
Maximum number of Convertible Securities	The Company will not make an invitation under the Plan which involves monetary consideration if the number of Shares that may be issued, or acquired upon exercise of Convertible Securities offered under an invitation, when aggregated with the number of Shares issued or that may be issued as a result of all invitations under the Plan during the 3 year period ending on the day of the invitation, will exceed 5% of the total number of issued Shares at the date of the invitation (unless the Constitution specifies a different percentage and subject to any limits approved by Shareholders under Listing Rule 7.2 Exception 13(b) – refer to Resolution 3. The maximum number of Securities proposed to be issued under the Plan in reliance on to Listing Rule 7.2 (Exception 13), following Shareholder approval, is 590,000,000. It is not envisaged that the maximum number of Securities for which approval is sought will be issued immediately.
Plan administration	The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion (except to the extent that it prevents the Participant relying on the deferred tax concessions under Subdivision 83A-C of the <i>Income Tax Assessment Act 1997</i> (Cth)). The Board may delegate its powers and discretion.
Eligibility, invitation and application	The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for any (or any combination of) the Securities provided under the Plan on such terms and conditions as the Board decides. On receipt of an invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.
Grant of Securities	The Company will, to the extent that it has accepted a duly completed application, grant the Participant the relevant number and type of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.
Rights attaching to Convertible Securities	A Convertible Security represents a right to acquire one or more Plan Shares in accordance with the Plan (for example, an Option or a Performance Right). Prior to a Convertible Security being exercised, the holder: (a) does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security other than as expressly set out in the Plan; (b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company; (c) is not entitled to receive any dividends declared by the Company; and (d) is not entitled to participate in any new issue of Shares (see Adjustment of Convertible Securities section below).
Restrictions on dealing with Convertible Securities	Convertible Securities issued under the Plan cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances as defined under the Plan (including in the case of death or total or permanent disability of the holder) with the consent of the Board in which case the Convertible Securities may be exercisable on terms determined by the Board. A holder must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.
Vesting of Convertible Securities	Any vesting conditions applicable to the Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that security will lapse.

Forfeiture of Convertible Securities	Convertible Securities will be forfeited in the following circumstances: (a) where a Participant acts fraudulently, dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group and the Board exercises its discretion to deem some or all of the Convertible Securities held by a Participant to have been forfeited; (b) where the holder ceases to be an eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Company and any Associated Bodies Corporate (as defined in the Corporations Act) (the Group) and the Board exercises its discretion to determine that any unvested Convertible Securities will lapse. (c) where there is a failure to satisfy the vesting conditions in accordance with the Plan; (d) on the date the Participant becomes insolvent; or (e) on the Expiry Date, subject to the discretion of the Board.
Leaver	Where the holder ceases to be an eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Group) before a Vesting Condition has been satisfied (other than where the Participant acts fraudulently, dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group), subject to the Corporations Act and the Listing Rules, all or such other number of the Participant's unvested Convertible Securities (based on the extent to which the Vesting Condition has been satisfied) continue "on-foot" and will be tested upon satisfaction of the Vesting Condition, vesting only to the extent that the Vesting Condition has been satisfied. Alternatively, the Board can modify the Vesting Conditions or determine that unvested Convertible Securities lapse
Listing of Convertible Securities	Convertible Securities granted under the Plan will not be quoted on the ASX or any other recognised exchange. The Board reserves the right in its absolute discretion to apply for quotation of Convertible Securities granted under the Plan on the ASX or any other recognised exchange.
Exercise of Convertible Securities and cashless exercise	To exercise a security, the Participant must deliver a signed notice of exercise (Exercise Notice) and, subject to a cashless exercise (see next paragraph below), pay the exercise price (if any) to or as directed by the Company, at any time following vesting of the Convertible Securities (if subject to vesting conditions) and prior to the expiry date as set out in the invitation or vesting notice. In the case of Options, subject to the Board's approval, in lieu of paying the aggregate exercise price specified in the Exercise Notice, the Participant may elect a cashless exercise (Cashless Exercise) whereby the Board will issue to the Participant that number of Shares (rounded down to the nearest whole number) calculated in accordance with the following formula: $S = O * \frac{(MVS - EP)}{MVS}$ Where: S = number of Shares to be issued on the exercise of the Options. O = number of Options being exercised. MVS = market value of shares, being the volume weighted average price per Share traded on the ASX over the five trading days immediately preceding the date of exercise. EP = Exercise Price of the Options. For the avoidance of doubt, if the sum of the above calculation is zero or negative, then the holder will not be entitled to use Cashless Exercise. Convertible Securities may not be exercised unless and until that security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.
Timing of issue of Shares and quotation of Shares on exercise	Within five business days after the issue of a valid notice of exercise by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.
Restriction periods and restrictions on transfer of Shares on exercise	If the invitation provides that any Shares issued upon the valid exercise of a Convertible Security are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction. Additionally, Shares issued on exercise of the Convertible Securities are subject to the following restrictions: (a) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on exercise of the Convertible Securities may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act; (b) all Shares issued on exercise of the Convertible Securities are subject to restrictions imposed by applicable law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and (c) all Shares issued on exercise of the Convertible Securities are subject to the terms of the Company's Securities Trading Policy.
Rights attaching to Shares on exercise	All Shares issued upon exercise of Convertible Securities will rank equally in all respects with the then Shares of the Company.

Change of control	If a change of control event occurs (being an event which results in any person (either alone or together with associates) owning more than 50% of the Company's issued capital), unvested Convertible Securities will vest unless the Board determines in its discretion otherwise. The Board's discretion in determining the treatment of any unvested Convertible Securities on a change of control event is limited to vesting or varying any vesting conditions in respect to the Convertible Securities and does not include a discretion to lapse or forfeit unvested Convertible Securities for less than fair value.
Participation in entitlements and bonus issues	Subject always to the rights under the following two paragraphs, Participants will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.
Adjustment for bonus issue	If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the Participant is entitled, upon exercise of the Convertible Securities, to receive an issue of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised.
Reorganisation	If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.
Amendment of Plan	Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect. No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Participant as they existed before the date of the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Participants.
Plan duration	The Plan continues in operation until the Board decides to end it. The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely and may end any suspension. If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Participants. If a Participant and the Company (acting by the Board) agree in writing that some or all of the Securities granted to that Participant are to be cancelled on a specified date or on the occurrence of a particular event, then those Securities may be cancelled in the manner agreed between the Company and the Participant.
Income Tax Assessment Act	The Plan is a plan to which Subdivision 83A-C of the <i>Income Tax Assessment Act 1997</i> (Cth) applies (subject to the conditions in that Act) except to the extent an invitation provides otherwise.
Withholding	Notwithstanding any other provision of the Plan, and without limiting the amounts which may be deducted or withheld under applicable laws, if a member of the Group, a trustee or the Plan administrator is obliged, or reasonably believes that it may have an obligation to account for any tax, or any superannuation amounts (or equivalent social security contributions, if applicable) in respect of a Participant (Withholding Amount), then that Group company, trustee or Plan administrator (as applicable) is entitled to withhold or be reimbursed by the Participant for the Withholding Amount payable or paid.

Appendix 2

Terms and Conditions of the Incentive Performance Rights

1.	Entitlement	Each Incentive Performance Right entitles the holder to subscribe for one Share upon exercise of the Incentive Performance Right.
2.	Plan	The Incentive Performance Rights are granted under the Company's Employee Incentive Securities Plan (Plan). In the event of any inconsistency between the Plan and these terms and conditions, these terms and conditions will apply to the extent of the inconsistency.
3.	Consideration	The Incentive Performance Rights will be issued for nil consideration and no consideration will be payable upon the conversion of the Incentive Performance Rights into Shares.
4.	Vesting Conditions	The Incentive Performance Rights shall vest upon the earlier to occur of: (a) the Company announcing a JORC compliant mineral resource estimate in at least an inferred category of not less than 1,500,000 ounces of contained gold; (b) the Shares achieving a volume weighted average price of \$0.11 per Share calculated over seven (7) consecutive trading days on which the Shares have traded; (c) inclusion of the Horse Heaven project onto the FAST 41 Permitting Dashboard; (d) the Company being admitted to the official list of the NASDAQ Stock Market LLC and the Shares being quoted for trading on that market; or (e) the Company commencing small-scale operations on a bulk mining permit in respect of antimony or tungsten, (Vesting Condition). An Incentive Performance Right will vest when a vesting notice is given to the holder.
5.	Expiry Date	The Incentive Performance Rights, whether vested or unvested, will expire on the earlier to occur of: (a) the Incentive Performance Right lapsing and being forfeited under the Plan; and (b) 5:00 pm (ACST) on 31 December 2030, (Expiry Date). For the avoidance of doubt, any unexercised Incentive Performance Rights will automatically lapse on the Expiry Date.
6.	Cessation of employment	Other than where the holder's employment is ceased for fraudulent or dishonest actions or where the holder has breached its duties to the Group or Company policy, when the holder's employment is terminated or the holder ceases employment before a Vesting Condition has been satisfied, subject to Board discretion, all or such other number of unvested Incentive Performance Rights (based on the extent to which the Vesting Condition has been satisfied) continue "on-foot" and will be tested upon satisfaction of the Vesting Condition, vesting only to the extent that the Vesting Condition has been satisfied. Alternatively, the Board can modify the Vesting Conditions or determine that unvested Incentive Performance Rights lapse.
7.	Rights attaching to Performance Rights	Prior to an Incentive Performance Right being exercised, the holder: (a) does not have any interest (legal, equitable or otherwise) in any Share the subject of the Incentive Performance Right other than as expressly set out in the Plan; (b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company; (c) is not entitled to receive any dividends declared by the Company; and (d) is not entitled to participate in any new issue of Shares (refer to section 17).
8.	Restrictions on dealing with Performance Rights	The Incentive Performance Rights cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances under the Plan (including in the case of death or total or permanent disability of the holder) with the consent of the Board in which case the Incentive Performance Rights may be exercisable on terms determined by the Board. A holder must not enter into any arrangement for the purpose of hedging their economic exposure to an Option that has been granted to them.
9.	Forfeiture Conditions	Incentive Performance Rights will be forfeited in the following circumstances: (a) in the case of unvested Convertible only, where a Participant acts fraudulently, dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group and the Board exercises its discretion to deem some or all of the Convertible Securities held by a Participant to have been forfeited; (b) where there is a failure to satisfy the vesting conditions in accordance with the Plan; (c) on the date the holder or their Nominated Party (if applicable) becomes insolvent; or (d) on the Expiry Date, (e) subject to the discretion of the Board.
10.	Exercise Period	The Incentive Performance Rights are exercisable at any time on and from the satisfaction of the Vesting Condition until the Expiry Date (Exercise Period).
11.	Exercise Notice	The Incentive Performance Rights may be exercised during the Exercise Period by: (a) in whole or in part; and

		(b) a written notice of exercise of Incentive Performance Rights specifying the number of Incentive Performance Rights being exercised (Exercise Notice).
12.	Quotation of Performance Rights	The Incentive Performance Rights will not be quoted on ASX.
13.	Timing of issue of Shares on exercise	Subject to applicable law, within five Business Days after the valid exercise of Incentive Performance Rights by the holder, the Company will: (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled; (b) if required, issue a substitute certificate for any remaining unexercised Incentive Performance Rights held by the holder; and (c) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the ASX Listing Rules and subject to the expiry of any restriction period that applies to the Shares under the Corporations Act or the ASX Listing Rules.
14.	Restrictions on transfer of Shares on exercise	Shares issued on exercise of the Incentive Performance Rights are subject to the following restrictions: (a) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on exercise of the Incentive Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Act; (b) all Shares issued on exercise of the Incentive Performance Rights are subject to restrictions imposed by applicable law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and (c) all Shares issued on exercise of the Incentive Performance Rights are subject to the terms of the Company's Securities Trading Policy.
15.	Shares issued on exercise	Shares issued on exercise of the Incentive Performance Rights rank equally with the then issued shares of the Company.
16.	Change of Control	If a Change of Control Event occurs (as defined in the Plan), unvested Incentive Performance Rights will vest unless the Board determines in its discretion otherwise. The Board's discretion in determining the treatment of any unvested Incentive Performance Rights on a Change of Control Event is limited to vesting or varying the Vesting Conditions in respect to the Incentive Performance Rights and does not include a discretion to lapse or forfeit unvested Incentive Performance Rights for less than fair value.
17.	Participation in new issues	Subject always to the rights under paragraphs 18 and 19, holders of Incentive Performance Rights will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.
18.	Adjustment for bonus issue of Shares	If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Incentive Performance Rights is entitled, upon exercise of the Incentive Performance Rights, to receive an issue of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Incentive Performance Rights are exercised.
19.	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.
20.	Buy-Back	Subject to applicable law, the Company may at any time buy-back the Incentive Performance Rights in accordance with the terms of the Plan.
21.	Withholding	If a member of the Group, a trustee or the Plan administrator is obliged, or reasonably believes that it may have an obligation to account for any Tax, or any superannuation amounts (or equivalent social security contributions, if applicable) in respect of a Participant (Withholding Amount), then that Group company, trustee or Plan administrator (as applicable) is entitled to withhold or be reimbursed by the Participant for the Withholding Amount payable or paid. The relevant Group company, trustee or Plan administrator may take any actions as it sees fit to ensure payment of, or recover (as applicable), the Withholding Amounts including (without limitation): (a) selling on behalf of the Participant the number of Shares granted under this Plan required to provide the Withholding Amount; (b) obtaining the Withholding Amount from the Participant (by salary deduction or otherwise); (c) forfeiting a sufficient number of Securities to satisfy the Withholding Amount; or (d) making any other arrangements with the Participant for payment or reimbursement of the Withholding Amount.

Appendix 3

Terms and Conditions of the Consideration Performance Rights

1.	Entitlement	Each Consideration Performance Right entitles the holder to subscribe for one Share upon exercise of the Consideration Performance Right.
2.	Plan	The Consideration Performance Rights are granted under the Company's Employee Consideration Securities Plan (Plan). In the event of any inconsistency between the Plan and these terms and conditions, these terms and conditions will apply to the extent of the inconsistency.
3.	Consideration	The Consideration Performance Rights will be issued for nil consideration and no consideration will be payable upon the conversion of the Consideration Performance Rights into Shares.
4.	Vesting Conditions	The Consideration Performance Rights shall vest as follows: (a) Class B: Within eighteen (18) months of the Commencement Date, the Company delivering and operating a demonstration plant for the processing of antimony (stibnite) from the Horse Heaven Project, to produce antimony metal; (b) Class C: On the two (2) year anniversary date of the Commencement Date, the Company delivering and operating a full scale plant for the processing of antimony (stibnite) from the Horse Heaven Project, to produce antimony metal; and (c) Class D: On the three (3) year anniversary date of the Commencement Date, the Company operating a full scale plant for the processing of antimony (stibnite) from the Horse Heaven Project, to produce at least 300 tonnes of antimony metal or antimony end products at a quality approved and qualified by end users, each a Vesting Condition . A Consideration Performance Right will vest when a vesting notice is given to the holder.
5.	Expiry Date	The Consideration Performance Rights, whether vested or unvested, will expire on the earlier to occur of: (a) the Consideration Performance Right lapsing and being forfeited under the Plan; and (b) the date that is five (5) years from the date of issue, (Expiry Date). For the avoidance of doubt, any unexercised Consideration Performance Rights will automatically lapse on the Expiry Date.
6.	Cessation of employment	Other than where the holder's employment is ceased for fraudulent or dishonest actions or where the holder has breached its duties to the Group or Company policy, when the holder's employment is terminated or the holder ceases employment before a Vesting Condition has been satisfied, subject to Board discretion, all or such other number of unvested Consideration Performance Rights (based on the extent to which the Vesting Condition has been satisfied) continue "on-foot" and will be tested upon satisfaction of the Vesting Condition, vesting only to the extent that the Vesting Condition has been satisfied. Alternatively, the Board can modify the Vesting Conditions or determine that unvested Consideration Performance Rights lapse.
7.	Rights attaching to Performance Rights	Prior to an Consideration Performance Right being exercised, the holder: (a) does not have any interest (legal, equitable or otherwise) in any Share the subject of the Consideration Performance Right other than as expressly set out in the Plan; (b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company; (c) is not entitled to receive any dividends declared by the Company; and (d) is not entitled to participate in any new issue of Shares (refer to section 17).
8.	Restrictions on dealing with Performance Rights	The Consideration Performance Rights cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances under the Plan (including in the case of death or total or permanent disability of the holder) with the consent of the Board in which case the Consideration Performance Rights may be exercisable on terms determined by the Board. A holder must not enter into any arrangement for the purpose of hedging their economic exposure to an Option that has been granted to them.
9.	Forfeiture Conditions	Consideration Performance Rights will be forfeited in the following circumstances: (a) in the case of unvested Convertible only, where a Participant acts fraudulently, dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group and the Board exercises its discretion to deem some or all of the Convertible Securities held by a Participant to have been forfeited; (b) where there is a failure to satisfy the vesting conditions in accordance with the Plan; (c) on the date the holder or their Nominated Party (if applicable) becomes insolvent; or (d) on the Expiry Date, (e) subject to the discretion of the Board.
10.	Exercise Period	The Consideration Performance Rights are exercisable at any time on and from the satisfaction of the Vesting Condition until the Expiry Date (Exercise Period).

11.	Exercise Notice	The Consideration Performance Rights may be exercised during the Exercise Period by: (a) in whole or in part; and (b) a written notice of exercise of Consideration Performance Rights specifying the number of Consideration Performance Rights being exercised (Exercise Notice).
12.	Quotation of Performance Rights	The Consideration Performance Rights will not be quoted on ASX.
13.	Timing of issue of Shares on exercise	Subject to applicable law, within five Business Days after the valid exercise of Consideration Performance Rights by the holder, the Company will: (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled; (b) if required, issue a substitute certificate for any remaining unexercised Consideration Performance Rights held by the holder; and (c) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the ASX Listing Rules and subject to the expiry of any restriction period that applies to the Shares under the Corporations Act or the ASX Listing Rules.
14.	Restrictions on transfer of Shares on exercise	Shares issued on exercise of the Consideration Performance Rights are subject to the following restrictions: (a) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on exercise of the Consideration Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Act; (b) all Shares issued on exercise of the Consideration Performance Rights are subject to restrictions imposed by applicable law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and (c) all Shares issued on exercise of the Consideration Performance Rights are subject to the terms of the Company's Securities Trading Policy.
15.	Shares issued on exercise	Shares issued on exercise of the Consideration Performance Rights rank equally with the then issued shares of the Company.
16.	Change of Control	If a Change of Control Event occurs (as defined in the Plan), unvested Consideration Performance Rights will vest unless the Board determines in its discretion otherwise. The Board's discretion in determining the treatment of any unvested Consideration Performance Rights on a Change of Control Event is limited to vesting or varying the Vesting Conditions in respect to the Consideration Performance Rights and does not include a discretion to lapse or forfeit unvested Consideration Performance Rights for less than fair value.
17.	Participation in new issues	Subject always to the rights under paragraphs 18 and 19, holders of Consideration Performance Rights will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.
18.	Adjustment for bonus issue of Shares	If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Consideration Performance Rights is entitled, upon exercise of the Consideration Performance Rights, to receive an issue of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Consideration Performance Rights are exercised.
19.	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.
20.	Buy-Back	Subject to applicable law, the Company may at any time buy-back the Consideration Performance Rights in accordance with the terms of the Plan.
21.	Withholding	If a member of the Group, a trustee or the Plan administrator is obliged, or reasonably believes that it may have an obligation to account for any Tax, or any superannuation amounts (or equivalent social security contributions, if applicable) in respect of a Participant (Withholding Amount), then that Group company, trustee or Plan administrator (as applicable) is entitled to withhold or be reimbursed by the Participant for the Withholding Amount payable or paid. The relevant Group company, trustee or Plan administrator may take any actions as it sees fit to ensure payment of, or recover (as applicable), the Withholding Amounts including (without limitation): (a) selling on behalf of the Participant the number of Shares granted under this Plan required to provide the Withholding Amount; (b) obtaining the Withholding Amount from the Participant (by salary deduction or otherwise); (c) forfeiting a sufficient number of Securities to satisfy the Withholding Amount; or (d) making any other arrangements with the Participant for payment or reimbursement of the Withholding Amount.

Appendix 4

The Company has entered an employment agreement with Mr Adam Roper (**Employee**) (**Employment Agreement**) pursuant to which the Employee will be employed as Chief Metallurgist of the Company.

Position	The Company agrees to employ the Employee in the capacity of Chief Metallurgist.
Commencement Date	15 December 2025
Remuneration and Benefits	The Company will pay/issue the Employee: (a) a \$150,000 sign on bonus, which will be repaid if the Employee leaves within 12 months of the Commencement Date; (b) \$310,000 per annum (inclusive of superannuation); (c) a cash payment of \$300,000; and (d) 6,000,000 Performance Rights.
Termination	The Company or the Employee may terminate the agreement by providing one (1) months written notice.

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 **9:30am (ACST) on Sunday, 15 February 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://investor.automic.com.au/#/loginsah> 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)

I/We being a Shareholder entitled to attend and vote at the General Meeting of Resolution Minerals Ltd, to be held at **9:30am (ACST) on Tuesday, 17 February 2026 at the offices of Grant Thornton Australia Limited, Level 3, 170 Frome Street Adelaide, South Australia** hereby:

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.

[illegible]

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.

Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolutions 2, 3, 4 and 5 (except where I/we have indicated a different voting intention below) even though Resolutions 2, 3, 4 and 5 are connected directly or indirectly with the remuneration of a member of the Kew Management Personnel, which includes the Chair.

Resolutions	For	Against	Abstain
1 Approval to issue Consideration Performance Rights to Mr Adam Roper	☐	☐	☐
2 Approval to issue Incentive Performance Rights to Director – Mr Aharon Zaetz	☐	☐	☐
3 Approval to issue Incentive Performance Rights to Director – Mr Mendel Rogatsky	☐	☐	☐
4 Approval to issue Incentive Performance Rights to Director – Mr Syed Alsagoff	☐	☐	☐
5 Approval to increase the threshold under the Company’s Employee Securities Incentive Plan	☐	☐	☐

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.

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).