

Wildcat Resources Limited
ACN 098 236 938

Notice of General Meeting

Notice is given that a general meeting of the Company (**Meeting**) will be held at:

Time	10:00am (AWST)
Date	21 December 2023
Place	CWA House, 1176 Hay Street West Perth 6005

The Notice of General Meeting (including the accompanying Explanatory Statement) should be read in its entirety. If Shareholders are in doubt as to how to vote, they should seek advice from a suitably qualified professional adviser prior to voting.
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Shareholders are urged to attend or vote by lodging the Proxy Form attached to the Notice.

Notice of General Meeting

Notice is given that a general meeting of Wildcat Resources Limited (ACN 098 236 938) (**Wildcat** or the **Company**) will be held at 10:00am (AWST) on Thursday, 21 December 2023 at CWA House, 1176 Hay Street, West Perth 6005.

The Resolutions at this Meeting will be voted on by poll and Shareholders who are entitled to vote may vote either prior to the Meeting by appointing a proxy or by poll during the Meeting.

The accompanying Explanatory Statement provides additional information on the matters to be considered at the Meeting. The Proxy Form and the Explanatory Statement form part of this Notice.

Terms and abbreviations used in this Notice are defined in Schedule 1 of the Explanatory Statement.

Agenda

1 Resolution 1 - Issue of Executive Incentives to Mr Ajanth Saverimutto

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

“That, pursuant to and in accordance with Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of 8,000,000 Performance Rights and 200,000 Shares to Mr Ajanth Saverimutto (Managing Director and Chief Executive Officer) (and/or his nominee(s)) on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion:

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Ajanth Saverimutto (and/or his nominee(s)) and any other person who will obtain a material benefit as a result of the proposed issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of Mr Ajanth Saverimutto or of any of the other abovementioned persons. However, this does not apply to a vote cast in favour of this Resolution by:

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

Voting Prohibition:

In accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and:

- (a) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or
- (b) the person appointed as proxy is the Chair and the appointment of the Chair as proxy does not specify the way the proxy is to vote on this Resolution, but expressly authorises the Chair to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

2 Resolution 2 – Approval of Potential Termination Benefits to Mr Ajanth Saverimutto

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

“That, pursuant to and in accordance with Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and for all other purposes, Shareholders approve the giving of benefits detailed in the Explanatory Statement to Mr Ajanth Saverimutto (and/or his nominee(s)), in connection with him ceasing to hold that managerial or executive office. This approval applies for such benefits given in the period in the three year period following the date on which this Resolution 2 is passed.”

Voting Prohibition:

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Ajanth Saverimutto (or his nominee(s) or any of his, or their associates. The Company will not disregard a vote if:

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

Further, in accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and:

- (a) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or
- (b) the person appointed as proxy is the Chair and the appointment of the Chair as proxy does not specify the way the proxy is to vote on this Resolution, but expressly authorises the Chair to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

3 Resolution 3 – Approval of Potential Termination Benefits to Mr Tim Manners

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

“That, pursuant to and in accordance with Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and for all other purposes, Shareholders approve the giving of benefits detailed in the Explanatory Statement to Mr Tim Manners (and/or his nominee(s)), in connection with him ceasing to hold that managerial or executive office. This approval applies for such benefits given in the period in the three year period following the date on which this Resolution 3 is passed.”

Voting Prohibition:

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Tim Manners (or his nominee(s) or any of his, or their associates. The Company will not disregard a vote if:

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

Further, in accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and:

- (a) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or
- (b) the person appointed as proxy is the Chair and the appointment of the Chair as proxy does not specify the way the proxy is to vote on this Resolution, but expressly authorises the Chair to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

4 Resolution 4 – Ratify Placement Shares issued under Listing Rule 7.1

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

“That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify and approve the prior issue by the Company of 131,578,948 Shares issued under Listing Rule 7.1 (at an issue price of \$0.76 per Share) pursuant to the Placement on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion:

The Company will disregard any votes cast in favour of this Resolution by or on behalf of persons who participated in the issue of Shares pursuant to the Placement or an associate of that person (or those persons). However, this does not apply to a vote cast in favour of this Resolution by:

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

Voting entitlements

The Company has determined that, in accordance with section 7.11.37 of the *Corporations Regulations 2001 (Cth)*, for the purposes of the Meeting, Shares will be taken to be held by the persons who are the registered holders on Tuesday, 19 December 2023 at 10.00am (AWST). Accordingly, share transfers registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting.

Voting instructions

- (a) Votes at the Meeting may be given personally or by proxy, attorney or representative.
- (b) A proxy need not be a Shareholder of the Company.
- (c) The Proxy Form sent with the Notice should be used for the Meeting.
- (d) Each Shareholder who is entitled to cast 2 or more votes at the Meeting may appoint up to 2 persons to act as proxies and may specify the proportion or number of votes that each proxy is entitled to exercise. If a Shareholder does not specify the proportion or number of that Shareholder's votes that each proxy may exercise, then each proxy will be entitled to exercise half of that Shareholder's votes. An additional Proxy Form will be supplied by the Company on request. No Shareholder may appoint more than 2 proxies.
- (e) In the case of a Shareholder who is an individual, a Proxy Form must be executed under the hand of the individual or their attorney duly authorised in writing and, in the case of a member that is a corporation, a Proxy Form must be executed by the corporation under common seal, pursuant to section 127 of the Corporations Act or under the hand of its duly authorised officer or attorney.
- (f) Any Shareholder may by power of attorney appoint an attorney to act on his or her behalf and such power of attorney or a certified copy of it must be received by the Company in accordance with the Notice.
- (g) Any corporation that is a Shareholder may appoint a representative to attend and vote for that corporation at the Meeting. Appointments of corporate representatives must be received by the Company in accordance with the Notice or handed in at the Meeting when registering as a corporate representative.
- (h) Any directed proxies that are not voted on a poll at the Meeting by a Shareholder's appointed proxy will automatically default to the Chair, who is required to vote proxies as directed on a poll.
- (i) A member of the Key Management Personnel (which includes each Director) will not be able to vote as proxy on Resolution 1 unless the Shareholder directs it how to vote or, in the case of the Chair, unless the Shareholder expressly authorises the Chair to do so.
- (j) If a Shareholder intends to appoint a member of the Key Management Personnel (other than the Chair) as its proxy, the Shareholder should ensure that it directs the member of the Key Management Personnel how to vote on Resolution 1.
- (k) If a Shareholder intends to appoint the Chair as its proxy for Resolution 1, the Shareholder can direct the Chair how to vote by marking one of the boxes for Resolution 1 (e.g. if the Shareholder wishes to vote 'for', 'against' or to 'abstain' from voting). If a Shareholder does not direct the Chair how to vote, then by submitting the Proxy Form, the Shareholder will be expressly authorising the Chair to exercise the proxy in respect of Resolution 1 even though Resolution 1 is connected directly or indirectly to the remuneration of a member of the Key Management Personnel.
- (l) Proxy Forms (including any instruments under which they have been executed) and powers of attorney granted by Shareholders must be lodged with the Company's share registry, Automic Share Registry:

- (i) by post to GPO Box 5193, Sydney NSW 2001;
- (ii) in person at Level 5, 126 Phillip Street, Sydney NSW 2000;
- (iii) by email to meetings@automicgroup.com.au;
- (iv) by facsimile to +61 2 8583 3040; or
- (v) by mobile at investor.automic.com.au or scan the QR Code available on the proxy form,

so that they are received no later than 48 hours before the commencement of the Meeting.

- (m) The Chair intends to exercise all available proxies in favour of all Resolutions unless the Shareholder has expressly indicated a different voting intention.
- (n) If the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on Resolution 1 by signing and returning the Proxy Form, you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

Document components

This document includes the Notice and the accompanying Explanatory Statement and Proxy Form.

Authorisation

By order of the Board.



James Bahen
Company Secretary

Explanatory Statement

This Explanatory Statement sets out the information which the Directors believe is material to Shareholders in deciding whether or not to pass the Resolutions.

The Explanatory Statement forms part of the Notice which should be read in its entirety. The Explanatory Statement contains the terms and conditions on which the Resolutions will be voted.

The Explanatory Statement includes the following information to assist Shareholders in deciding how to vote on the Resolutions.

A Proxy Form is located at the end of the Explanatory Statement.

1 General

In accordance with section 110D of the Corporations Act, the Notice and Explanatory Statement are being made available to Shareholders by electronic means and the Company will not be dispatching physical copies of the Notice, other than to any Shareholder who has elected to receive notices of meeting in hard copy only pursuant to section 110E, or who otherwise requests a hard copy of the Notice at least 48 hours before the Meeting.

The Notice can be viewed online and downloaded via:

- (a) the Company's website at <https://www.wildcatresources.com.au/>;
- (b) the Company's ASX platform at <https://www2.asx.com.au/markets/company/wc8>; or
- (c) if the Shareholder has nominated an email address and has elected to receive electronic communications from the Company, the link sent by the Company to the Shareholder's nominated email address.

2 Resolution 1 – Issue of Executive Incentives to Mr Ajanth Saverimutto

2.1 General

On 26 October 2023, the Company announced that it had entered into an executive service agreement with Mr Ajanth (**AJ**) Saverimutto in respect of his engagement as Managing Director and Chief Executive Officer, commencing 5 February 2024 (**Executive Agreement**). The material terms of the Executive Agreement are detailed in Schedule 4. Refer to the Company's ASX announcement dated 26 October 2023 for further details.

Resolution 1 seeks Shareholder approval pursuant to and in accordance with Listing Rule 10.11 and for all other purposes to issue 200,000 Shares and 8,000,000 Performance Rights (together, the **Executive Incentives**) to Mr AJ Saverimutto (and/or his nominee(s)) in accordance with the terms of his Executive Agreement.

The Shares are proposed to be issued to Mr Saverimutto as consideration for the existing incentive rights held with his previous employer that will be forfeited upon the commencement of his role as Managing Director and Chief Executive Officer.

The Board (excluding Mr Saverimutto) considers that the issue of the Performance Rights to Mr Saverimutto (and/or his nominee(s)) is arm's length and an effective way for the Company to appropriately incentivise his performance and is consistent with the strategic goals and targets of the Company.

The Performance Rights shall vest and convert into Shares subject to defined performance measures and vesting conditions that must be satisfied. The Board has determined that the vesting conditions applicable to the Performance Rights to be issued to Mr Saverimutto (and/or his nominee(s)) under Resolution 1 will be relate to the development of the Tabba Tabba Project and the growth of the Share price. All of the Performance Rights will be subject to the continuous service of Mr Saverimutto as Managing Director and Chief Executive Officer. Refer to Schedule 3 for the terms and conditions of the Performance Rights. The Performance Rights will be issued under the Company's Employee Securities Incentive Plan (**Plan**). A summary of the material terms of the Plan is detailed in Schedule 2.

Resolution 1 is an ordinary resolution.

The Chair intends to exercise all available proxies in favour of Resolution 1.

2.2 Listing Rule 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue equity securities to:

- (a) a related party (Listing Rule 10.11.1);
- (b) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the company (Listing Rule 10.11.2);
- (c) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so (Listing Rule 10.11.3);
- (d) an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3 (Listing Rule 10.11.4); or
- (e) a person whose relationship with the company or a person referred to in Listing Rules 10.11.1 to 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders (Listing Rule 10.11.5),

unless it obtains the approval of its shareholders.

The issue of Executive Incentives to Mr Saverimutto (and/or his nominee(s)) falls within (a) above (being Listing Rule 10.11.1) as to Mr Saverimutto is a related party to the Company by virtue of being a non-executive Director prior to his appointment as Managing Director, and does not fall within any of the exceptions in Listing Rule 10.12. It therefore requires the approval of the Shareholders under Listing Rule 10.11.

Resolution 1 seeks the required Shareholder approval to issue the Executive Incentives to Mr Saverimutto (and/or his nominee(s)), under and for the purposes of Listing Rule 10.11.

If Resolution 1 is passed, the Company will be able to proceed with the issue of the Executive Incentives to Mr Saverimutto (and/or his nominee(s)). Approval pursuant to Listing Rule 7.1 will not be required as approval is being obtained under Listing Rule 10.11 (exception 14 under Listing Rule 7.2). Accordingly, if Resolution 1 is passed, the issue of Shares, Performance Rights (and Shares issued on conversion of the Performance Rights) will not be included in calculating the Company's 15% placement capacity under Listing Rule 7.1.

If Resolution 1 is not passed, the Company will not be able to proceed with the issue of the Executive Incentives to Mr Saverimutto (and/or his nominee(s)) and the Company will be required to compensate Mr Saverimutto with a cash payment of \$600,000. The Company may also consider alternative forms of incentive remuneration to incentivise Mr Saverimutto.

2.3 Specific information required by Listing Rule 10.13

The following information in relation to Resolution 1 is provided to Shareholders for the purposes of Listing Rule 10.13:

- (a) The Executive Incentives will be issued to Mr AJ Saverimutto (and/or his nominee(s)) in accordance with his Executive Agreement.
- (b) Mr AJ Saverimutto falls into the category stipulated by Listing Rule 10.11.1, as he is a Director and therefore a related party of the Company. In the event that the Executive Incentives are issued to a nominee of Mr Saverimutto, those persons will fall into the category stipulated by Listing Rule 10.11.4.
- (c) The maximum number of Executive Incentives to be issued to Mr AJ Saverimutto (and/or his nominee(s)) is 200,000 Shares and 8,000,000 Performance Rights pursuant to Resolution 1.
- (d) The Shares to be issued to Mr Saverimutto (and/or his nominee(s)) (and Shares issued on conversion of the Performance Rights) will be fully paid ordinary shares in the capital of the Company and will rank equally in all respects with the Company's existing Shares on issue.
- (e) A summary of the material terms of the Performance Rights is detailed in Schedule 3.
- (f) The material terms of the Plan pursuant to which the Performance Rights are proposed to be issued is summarised in Schedule 2.
- (g) The Company intends to grant the Executive Incentives to Mr Saverimutto (and/or his nominee(s)) within five days of obtaining Shareholder approval and in any event, no later than one month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules).
- (h) No funds will be raised from the issue of the Executive Incentives as they will be issued for nil consideration, and no exercise price is payable in order to convert the Performance Rights into Shares following their vesting.
- (i) The purpose of the issue of the Executive Incentives is as follows:
 - (i) the Shares are being issued in consideration for Mr Saverimutto forfeiting the incentive rights that he may otherwise have become entitled to receive with his previous employer; and
 - (ii) the Performance Rights are being issued as a cost effective and efficient reward for the Company to remunerate (in part) Mr Saverimutto for the performance of his duties as Managing Director and Chief Executive Officer and appropriately incentivise the continued performance of Mr Saverimutto in a manner that is consistent with the strategic goals and targets of the Company.
- (j) The current total remuneration package for Mr Saverimutto in respect of his engagement as Managing Director and Chief Executive Officer, commencing 5 February 2024 is set out below:

Name	Base Salary (excluding superannuation) (A\$)	Superannuation (A\$)	Share Based Payments (A\$)	Total (A\$)
Mr AJ Saverimutto	450,000	49,500	2,219,226 ¹	2,718,726

Note:

- 1. This amount is inclusive of the following:

- (a) 8,000,000 Performance Rights subject to Shareholder approval pursuant to Resolution 1 have a combined value of \$2,059,226;
 - (b) 200,000 Shares at \$0.80 per Share subject to Shareholder approval pursuant to Resolution 1 have a value of \$160,000;
 - (c) 5,000,000 Options with an exercise price of \$0.405 per Option on or before 7 September 2028 were issued in conjunction with Mr Saverimutto joining the Company as a Non-executive director on 7 September 2023. The equity-based payments associated to these options during the current financial year is \$314,226 and is not included in the above total; and
 - (d) As a non-executive director, Mr Saverimutto has accrued \$7,500 in non-executive director fees during the current financial year.
- (k) The Executive Incentives will be issued under the Executive Agreement. A summary of the material terms of the Executive Agreement is detailed in Schedule 4.
- (l) A voting exclusion statement is included in the Notice for Resolution 1.

2.4 Board recommendation

The Board (other than Mr Saverimutto, due to his interest in Resolution 1) recommends that Shareholders vote in favour of Resolution 1.

3 Resolution 2 – Approval of Potential Termination Benefits to Mr Ajanth Saverimutto

3.1 General

On 26 October 2023, the Company announced that it had entered into the Executive Agreement with Mr AJ Saverimutto. The Company agreed to issue (subject to Shareholder approval which is sought pursuant to Resolution 1) the Executive Incentives to Mr Saverimutto in accordance with the terms of his Executive Agreement. Refer to Section 2.1 for further details.

Under the Executive Agreement, Mr Saverimutto is entitled to a minimum termination notice period of 12 months from the Company and the Company is entitled to a minimum termination notice period of six months from Mr Saverimutto. In the event of termination, the Company may make payment in lieu of notice for all or part of the period of notice calculated on the basis of the salary payable at the termination date. A summary of the material terms of the Executive Agreement is detailed in Schedule 4.

Resolution 2 seeks Shareholder approval pursuant to and in accordance with Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and for all other purposes, to allow the Company to give Mr AJ Saverimutto (and/or his nominee(s)) certain termination benefits inherent in, or resulting from:

- (a) the 8,000,000 Performance Rights (approval of which is sought pursuant to Resolution 1) and any future issues (such as under the Plan) of additional Performance Rights; and
- (b) the six or twelve-month salary (as applicable) payment in lieu of notice payable upon Mr AJ Saverimutto's resignation as Managing Director and Chief Executive Officer in accordance with the terms of his Executive Agreement,

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

If Resolution 2 is passed, it will give the Company maximum flexibility to provide the Saverimutto Termination Benefits to Mr AJ Saverimutto (and/or his nominee(s)) in connection with him ceasing to hold a managerial or executive office in the Company.

Resolution 2 is an ordinary resolution.

The Chair intends to exercise all available proxies in favour of Resolution 2.

3.2 Section 200B of the Corporations Act

In accordance with section 200B of the Corporations Act, a company may only give a person a benefit in connection with their retirement from a managerial or executive office, or position of employment, in the Company or a related body corporate if:

- (a) it is approved by shareholders under section 200E of the Corporations Act; or
- (b) an exemption applies (for example, where the benefit together with other benefits does not exceed the payment limits set out in the Corporations Act, including where the aggregate benefits do not exceed one year's average base salary).

Section 200B of the Corporations Act applies where the benefit is given to, among other persons, a person whose details were included in the Director's Report for the previous financial year. Mr Saverimutto's details were included in the FY2023 Director's Report.

Performance Rights termination benefits

The term "benefit" is open to a potentially wide interpretation and may include automatic, or accelerated, vesting of share-based payments for a person or the exercise of discretion to allow a person to maintain a benefit they would not otherwise be entitled to retain, on, or as a result of, retirement from their position of employment in a company.

The benefits for which approval is being sought under Resolution 2 includes benefits that may result from the Board exercising discretions conferred under the terms of the Plan. In particular, the Board will have the discretion to determine that, when Mr Saverimutto is no longer an Eligible Participant, the Board may permit unvested Performance Rights held by Mr Saverimutto to vest, or permit such relevant Performance Rights to continue to be held by Mr Saverimutto (or his nominee(s)) with the Board having the discretion to amend the vesting conditions.

One of the benefits for which approval is sought under Resolution 2 is the potential for Shares to be issued or transferred to Mr Saverimutto upon the conversion of the Performance Rights as a result of the Board exercising a discretion to vest the Performance Rights as a termination benefit.

The Company is therefore seeking Shareholder approval under section 200B of the Corporations Act in connection with the potential vesting of the Performance Rights proposed to be granted to Mr Saverimutto pursuant to Resolution 2.

Contractual termination benefits

A "benefit" may also include any payment in lieu of notice (such as the Saverimutto Termination Benefits resulting from the Executive Agreement). The payment will be exempt from the requirement to obtain Shareholder approval in circumstances where (among others):

- (a) the amount of the payment and the value of any other benefits is less than the statutory cap set by section 200F of the Corporations Act; and
- (b) the payment is given under an agreement made between the company and the person before the person became the holder of the relevant office as consideration for the person agreeing to hold office.

The statutory cap is determined by reference to the person's annual "base salary", but depends on the period in which the person has held a managerial or executive office at the company (**Relevant Period**). For example:

- (a) where the Relevant Period is less than a year, the statutory cap is the person's estimated annual base salary proportionally adjusted to reflect the extent to which the Relevant Period is less than a year; and
- (b) where the Relevant Period is one year, the statutory cap is the base salary that the person received from the company during the previous year.

The benefits for which approval is being sought under Resolution 2 includes any Saverimutto Termination Benefits provided to Mr Saverimutto under his Executive Agreement in case those benefits do not technically fall within one of the statutory exemptions under the Corporations Act (e.g. the statutory cap set by section 200F of the Corporations Act). The potential for this is increased by the fact that Mr Saverimutto has only recently been appointed as the Managing Director and Chief Executive Officer (meaning the Relevant Period could be less than a year).

If Shareholder approval for Resolution 2 is given, the value of any payments relating to the Executive Agreement will be disregarded when applying section 200F(2)(b) of the Corporations Act, which sets a statutory cap for such benefits.

If Shareholders approve Resolution 2, it will be effective until the period ending three years after the date on which Resolution 2 is passed. This means that the approval will be effective (in relation to the Saverimutto Termination Benefits):

- (a) if any benefit is given or any discretion to give any benefit is exercised (including a Board discretion); and/or
- (b) if Mr AJ Saverimutto ceases to hold the position of Managing Director and Chief Executive Officer, during the period expiring three years from the date of the Meeting. If considered appropriate, the Board will seek a new approval from Shareholders at a subsequent shareholder meeting following the end of this three year period.

3.3 Specific information required by section 200E of the Corporations Act

The following information in relation to Resolution 2 is provided to Shareholders for the purposes of section 200E of the Corporations Act.

The amount or value of the benefit relating to the Saverimutto Termination Benefits which may arise in connection with his retirement from a managerial or executive office cannot presently be ascertained. However, matters, events and circumstances that will, or are likely to affect the calculation of that amount or value include:

- (a) the number of Performance Rights held prior to ceasing employment;
- (b) the outstanding conditions (if any) of vesting of the Performance Rights and the number that the Board determines to vest, lapse or leave on foot;
- (c) the applicable performance measures and the achievement of such measures (and the personal performance of Mr Saverimutto);
- (d) the portion of the relevant performance periods for the Performance Rights that have expired at the time Mr Saverimutto ceases employment or engagement;
- (e) the circumstances of, or reasons for, ceasing employment with the Company;
- (f) the length of service with the Company and performance over that period of time;
- (g) the base remuneration for the six or twelve-month period, inclusive of any payment in lieu of notice to Mr Saverimutto;

- (h) any other factors that the Board determines to be relevant when exercising its discretion to provide potential retirement benefits to Mr Saverimutto;
- (i) the market price of the Shares on ASX at the relevant time when the amount or value of the Performance Rights is determined;
- (j) any changes in law; and
- (k) the risk-free rate of return in Australia and the estimated volatility of the Shares on ASX at the relevant time.

The Company will likely calculate the value of the Saverimutto Termination Benefits that may be provided to Mr Saverimutto in accordance with Resolution 2 at the relevant time based on the above factors.

Other than the information above and otherwise set out in the Notice, the Company believes that there is no other information that would be reasonably required by Shareholders to pass Resolution 2.

3.4 Board recommendation

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

4 Resolution 3 – Approval of Potential Termination Benefits to Mr Tim Manners

4.1 General

On 26 October 2023, the Company announced that it had entered into an executive service agreement with Mr Tim Manners in respect of his engagement as Chief Financial Officer, commencing 29 January 2024 (**CFO Agreement**). Refer to the Company's ASX announcement dated 26 October 2023 for further details.

On 27 October 2023, the Company issued Mr Tim Manners 6,400,000 Performance Rights. The Performance Rights were issued under the Plan. Refer to Schedule 2 for a summary of the material terms of the Plan and Schedule 3 for the terms and conditions of the Performance Rights.

In accordance with CFO Agreement, Mr Manners is entitled to a minimum termination notice period of six months from the Company and the Company is entitled to a minimum termination notice period of three months from Mr Saverimutto. In the event of a termination, the Company may make payment in lieu of notice for all or part of the period of notice calculated on the basis of the salary payable at the termination date. A summary of the material terms of the CFO Agreement is detailed in Schedule 5.

Resolution 3 seeks Shareholder approval pursuant to and in accordance with Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and for all other purposes, to allow the Company to give Mr Tim Manners (and/or his nominee(s)) certain termination benefits inherent in, or resulting from:

- (a) the 6,400,000 Performance Rights and any future issues (such as under the Plan) of additional Performance Rights; and
- (b) the three or six-month salary (as applicable) payment in lieu of notice payable to Mr Tim Manners upon his resignation as Chief Financial Officer in accordance with the terms of his CFO Agreement,

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

If Resolution 3 is passed, it will give the Company maximum flexibility to provide the Manners Termination Benefits to Mr Tim Manners (and/or his nominee(s)) in connection with him ceasing to hold a managerial or executive office in the Company.

Resolution 3 is an ordinary resolution.

The Chair intends to exercise all available proxies in favour of Resolution 3.

4.2 Section 200B of the Corporations Act

A summary of section 200B of the Corporations Act is detailed in Section 3.2.

Section 200B of the Corporations Act applies where the benefit is given to, among other persons, a person whose details were included in the Director's Report for the previous financial year. Whilst Mr Manners did not technically hold a "managerial or executive office" for the purposes of section 200AA of the Corporations (as he was appointed following the publication of the FY2023 Director's Report), he may be included in future annual reports.

Performance Rights termination benefits

The term "benefit" is open to a potentially wide interpretation and may include automatic, or accelerated, vesting of share-based payments for a person or the exercise of discretion to allow a person to maintain a benefit they would not otherwise be entitled to retain, on, or as a result of, retirement from their position of employment in a company.

The benefits for which approval is being sought under Resolution 3 includes benefits that may result from the Board exercising discretions conferred under the terms of the Plan. In particular, the Board will have the discretion to determine that, when Mr Manners is no longer an Eligible Participant, the Board may permit unvested Performance Rights held by Mr Manners to vest, or permit such relevant Performance Rights to continue to be held by Mr Manners (or his nominee(s)), with the Board having the discretion to amend the vesting conditions.

One of the benefits for which approval is sought under Resolution 3 is the potential for Shares to be issued or transferred to Mr Manners upon the conversion of the Performance Rights as a result of the Board exercising a discretion to vest the Performance Rights as a termination benefit.

The Company is therefore seeking Shareholder approval under section 200B of the Corporations Act in connection with the potential vesting of the Performance Rights proposed to be granted to Mr Manners pursuant to Resolution 3.

Contractual termination benefits

A summary of section 200F of the Corporations Act is detailed in Section 3.2.

A "benefit" may also include any payment in lieu of notice (such as the Manners Termination Benefits resulting from the CFO Agreement). The benefits for which approval is being sought under Resolution 3 includes any Manners Termination Benefits provided to Mr Manners under his CFO Agreement in case those benefits do not technically fall within one of the statutory exemptions under the Corporations Act (e.g. the statutory cap set by section 200F of the Corporations Act). The potential for this is increased by the fact that Mr Manners has only recently been appointed as the Chief Financial Officer (meaning the Relevant Period could be less than a year).

If Shareholder approval for Resolution 3 is given, the value of any payments relating to the CFO Agreement will be disregarded when applying section 200F(2)(b) of the Corporations Act, which sets a statutory cap for such benefits.

If Shareholders approve Resolution 3, it will be effective until the period ending three years after the date on which Resolution 3 is passed. This means that the approval will be effective (in relation to the Manners Termination Benefits):

- (a) if any benefit is given or any discretion to give any benefit is exercised (including a Board discretion); and/or
- (b) if Mr Tim Manners ceases to hold the position of Chief Financial Officer,

during the period expiring three years from the date of the Meeting. If considered appropriate, the Board will seek a new approval from Shareholders at a subsequent shareholder meeting following the end of this three year period.

4.3 Specific information required by section 200E of the Corporations Act

The following information in relation to Resolution 3 is provided to Shareholders for the purposes of section 200E of the Corporations Act.

The amount or value of the benefit relating to the Manners Termination Benefits which may arise in connection with his retirement from a managerial or executive office cannot presently be ascertained. However, matters, events and circumstances that will, or are likely to affect the calculation of that amount or value include:

- (a) the number of Performance Rights held prior to ceasing employment;
- (b) the outstanding conditions (if any) of vesting of the Performance Rights and the number that the Board determines to vest, lapse or leave on foot;
- (c) the applicable performance measures and the achievement of such measures (and the personal performance of Mr Manners);
- (d) the portion of the relevant performance periods for the Performance Rights that have expired at the time Mr Manners ceases employment or engagement;
- (e) the circumstances of, or reasons for, ceasing employment with the Company;
- (f) the length of service with the Company and performance over that period of time;
- (g) the base remuneration for the three or six-month period, inclusive of any payment in lieu of notice to Mr Manners;
- (h) any other factors that the Board determines to be relevant when exercising its discretion to provide potential retirement benefits to Mr Manners;
- (i) the market price of the Shares on ASX at the relevant time when the amount or value of the Performance Rights is determined;
- (j) any changes in law; and
- (k) the risk-free rate of return in Australia and the estimated volatility of the Shares on ASX at the relevant time.

The Company will likely calculate the value of the benefits that may be provided to Mr Manners in accordance with Resolution 3 at the relevant time based on the above factors.

Other than the information above and otherwise set out in the Notice, the Company believes that there is no other information that would be reasonably required by Shareholders to pass Resolution 3.

4.4 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 3.

5 Resolution 4 – Ratify Placement Shares issued under Listing Rule 7.1

5.1 General

On 10 November 2023, the Company announced that it had received firm commitments for a placement of 131,578,948 Shares at an issue price of \$0.76 per Share (**Placement Shares**) to raise \$100 million (before costs) (**Placement**). The Placement was lead managed by Canaccord Genuity (Australia) Limited and Euroz Hartleys Limited (**Joint Lead Managers**).

Refer to the Company's ASX announcement dated 10 November 2023 for further details.

The 131,578,948 Placement Shares were, or will be issued on 17 November 2023 pursuant to the Company's placement capacity under Listing Rule 7.1.

Resolution 4 seeks Shareholder ratification and approval pursuant to and in accordance with Listing Rule 7.4 (and for all other purposes) of the issue of the 131,578,948 Placement Shares issued pursuant to the Company's placement capacity under Listing Rule 7.1.

Resolution 4 is an ordinary resolution.

The Chair intends to exercise all available proxies in favour of Resolution 4.

5.2 Listing Rule 7.1

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary securities it had on issue at the start of that period (**15% Placement Capacity**).

Listing Rule 7.4 provides that if the Company in general meeting ratifies the previous issue of Equity Securities made pursuant to Listing Rule 7.1 (and provided that the previous issue did not breach Listing Rule 7.1) those Equity Securities will be deemed to have been made with Shareholder approval for the purposes of Listing Rule 7.1.

The Company wishes to retain as much flexibility as possible to issue additional Equity Securities into the future up to the 15% Placement Capacity set out in Listing Rule 7.1 without having to obtain prior Shareholder approval under that rule.

If Resolution 4 is passed, the Placement Shares will be excluded in calculating the Company's 15% Placement Capacity in 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 issue of the Placement Shares.

If Resolution 4 is not passed, the Placement Shares will be included in calculating the Company's 15% Placement Capacity in Listing Rule 7.1, effectively decreasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the date of issue of the Placement Shares.

5.3 Specific information required by Listing Rule 7.5

The following information in relation to Resolution 4 is provided to Shareholders for the purposes of Listing Rule 7.5:

- (a) 131,578,948 Placement Shares were issued to institutional and sophisticated investors identified by the Joint Lead Managers for the Placement. No investor under the Placement was a related party of the Company, a member of the Key Management Personnel, a substantial shareholder of the Company or an adviser of the Company or an associate of any of those persons.

- (b) 131,578,948 Placement Shares were issued pursuant to Listing Rule 7.1, ratification of which is sought pursuant to Resolution 4.
- (c) The Placement Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue.
- (d) The Placement Shares were, or will be issued on 17 November 2023.
- (e) The Placement Shares were issued at an issue price of \$0.76 per Share, raising a total of \$100 million (before costs).
- (f) Funds raised from the issue of the Placement Shares are intended to be used for:
 - (i) exploration, drilling, resource evaluation, and business development at the Tabba Tabba Project;
 - (ii) permitting and project development studies (mining, baseline and heritage) at the Tabba Tabba Project;
 - (iii) continued exploration at the Bolt Cutter Lithium Project in Western Australia, the Mt Adrah Gold Project in New South Wales, and other exploration projects; and
 - (iv) general working capital (including costs of the Placement) and corporate costs.
- (g) The Placement Shares were issued pursuant to placement letters pursuant to which institutional and sophisticated investors agreed to participate in the Placement.
- (h) A voting exclusion statement is included in the Notice for Resolution 4.

5.4 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 4.

Schedule 1 – Definitions

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

15% Placement Capacity has the meaning given in Section 5.2.

\$ or A\$ means Australian Dollars.

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

AWST means Western Standard Time being the time in Perth, Western Australia.

Board means the board of Directors.

CFO Agreement means the executive services agreement entered into between the Company and Mr Tim Manners dated 25 October 2025, the key terms of which are summarised in Schedule 5.

Chair means the person appointed to chair the Meeting of the Company convened by the Notice.

Chief Executive Officer means the chief executive officer of the Company.

Chief Financial Officer means the chief financial officer of the Company.

Closely Related Party has the meaning given in section 9 of the Corporations Act.

Company means Wildcat Resources Limited (ACN 098 326 938).

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

Director means a director of the Company.

Equity Security has the same meaning as in the Listing Rules.

Executive Agreement means the executive services agreement entered into between the Company and Mr AJ Saverimutto dated 25 October 2025, the key terms of which are summarised in Schedule 4.

Executive Incentives has the meaning given in Section 2.1.

Explanatory Statement means the explanatory statement which forms part of the Notice.

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

Joint Lead Managers has the meaning given in Section 5.1.

JORC Code means The Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves, 2012.

Listing Rules means the listing rules of ASX.

Managing Director means the managing director of the Company.

Manners Termination Benefits has the meaning given in Section 4.1.

Meeting has the meaning given in the introductory paragraph of the Notice.

Mineral Resource has the meaning given in the JORC Code.

Notice means this notice of general meeting.

Performance Right means a performance right to acquire a Share on the terms and conditions set out in Schedule 3.

Placement has the meaning given in Section 5.1.

Placement Shares has the meaning given in Section 5.1.

Plan means the Company's Employee Securities Incentive Plan, approved by the Shareholders at the annual general meeting on 30 November 2022, the key terms of which are summarised in Schedule 2.

Proxy Form means the proxy form attached to or accompanying the Notice.

Relevant Period has the meaning given in Section 3.2.

Resolution means a resolution referred to in the Notice.

Saverimutto Termination Benefits has the meaning given in Section 3.1.

Schedule means a schedule to the Notice.

Section means a section of the Explanatory Statement.

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

Shareholder means the holder of a Share.

Tabba Tabba Project means the Company's Tabba Tabba Lithium Tantalum Project.

VWAP means volume weighted average market price.

Schedule 2 – Wildcat Employee Securities Incentive Plan

A summary of the key terms of the Employee Securities Incentive Plan (**Plan**) is set out below:

- 1 (**Purpose of Plan**): 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 Company and each of its Related Bodies Corporate (as defined in section 50 of the Corporations Act) (**Group**) by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of securities.
- 2 (**Eligibility to participate**): An Eligible Participant means a person that:
 - (a) is a "primary participant" (as defined in section 1100L(1)(a) Corporations Act or any amendment or replacement thereof) in relation to the Company or a Related Body Corporate (as defined in section 50 of the Corporations Act); or
 - (b) has been determined by the Board to be eligible to participate in the Plan from time to time.
- 3 (**Permitted Nominees**): If an Eligible Participant is permitted in the Offer, they may, by written notice to the Board, nominate a Permitted Nominee in whose favour the Eligible Participant wishes to renounce the offer in order for the Permitted Nominee to be granted the Awards the subject of the offer (subject to applicable law).

“**Permitted Nominee**” is defined as a “related person” of an Eligible Participant (as defined in section 1100L(b) of the Corporations Act) or a trustee(s) of a trust set up solely for the benefit of that Eligible Participant and/or a “related person”.
- 4 (**Administration of Plan**): 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 absolute discretion. The Board may delegate its powers and discretion.
- 5 (**Offers of Awards**): The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an offer to that Eligible Participant to apply for the grant of one or more securities in the capital of the Company, including a Share, Option, Performance Right or other award (**Awards**).
- 6 (**Applications for Awards**): An Eligible Participant who wishes to apply to participate in the Plan in response to an offer must provide a completed application form to the Company and in accordance with any instructions or conditions set out in the offer. The Board may accept an application from an Eligible Participant in whole or in part.
- 7 (**Grant of Awards**): The Company will, to the extent that it has accepted a duly completed application, grant the Participant the relevant number and type of Awards, subject to the terms in the offer, the Plan and any ancillary documentation required. “**Participant**” means an Eligible Participant who has been granted any Award under the Plan.
- 8 (**Terms of Awards**): Each Award may be a Share or a right to acquire one or more Shares (for example, under an option or performance right). Prior to an Award being exercised a Participant does not have any interest (legal, equitable or otherwise) in any Share the subject of the Award by virtue of holding the Award.
- 9 (**Vesting of Awards**): Any vesting conditions applicable to the grant of Awards will be described in the offer. 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 Awards have vested. Unless and until the vesting notice is issued by the Company, the Awards will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to an Award are not satisfied and/or otherwise waived by the Board, that Award will be forfeited.

- 10 **(Delivery of Shares on exercise of Awards):** As soon as practicable after the valid exercise of an Award 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 and issue a substitute certificate for any remaining unexercised Awards held by that Participant.
- 11 **(Exercise of Awards and cashless exercise):** In the case of an Award which is an Option, to exercise an Award, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Awards (see below), pay the exercise price (if any) to or as directed by the Company, at any time prior to the earlier of any date specified in the vesting notice and the expiry date as set out in the invitation. In the case of an Award which is a Performance Right, following the issue of a vesting notice, a vested Performance Right will automatically be exercised within the period specified by the Board in the offer.

The cashless exercise facility entitles a Participant (subject to Board approval) to set-off the exercise price against the number of Shares which the Participant is entitled to receive upon exercise of the Awards (**Cashless Exercise Facility**). By using the Cashless Exercise Facility, the Participant will receive Shares to the value of the surplus after the exercise price has been set off. If a Participant elects to use the Cashless Exercise Facility, the holder will only be issued that number of Shares as are equal in value to the difference between the total exercise price otherwise payable for the Awards on the Awards being exercised and the then market value of Shares at the time of exercise (determined as the volume weighted average of the prices at which Shares were traded on the ASX during the 5 trading-day period immediately preceding the exercise date) calculated in accordance with the following formula:

$$S = A \times (MSP - EP) / MSP$$

Where:

- (a) **S** = Number of Shares to be issued on exercise of the Awards;
- (b) **A** = Number of Awards;
- (c) **MSP** = Market value of Shares (calculated using the volume weighted average price (as that term is defined in the Listing Rules) at which Shares were traded on the ASX during the 5 trading day-period immediately preceding the exercise date); and
- (d) **EP** = Exercise price.

If the difference between the total Exercise Price otherwise payable for the Awards on the Awards being exercised and the then market value of Shares at the time of exercise (calculated in accordance with the formula above) is zero or negative, then a holder will not be entitled to use the Cashless Exercise Facility.

- 12 **(Restrictions on Dealing):** A Participant may not sell, transfer, assign, grant a security interest over, option, swap, alienate or otherwise deal with an Award that has been granted to them.

The Board may impose a restriction on dealing with Shares allocated on exercise or vesting of an Award. The Company may implement any procedure it considers appropriate to ensure the compliance by the Participant with this restriction, including the imposition of a holding lock or requiring that Shares be held in trust on behalf of the Participant.

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

that a Participant has acted fraudulently or dishonestly, negligently, in contravention of a Group policy or wilfully breached his or her duties to the Group, the Board may in its discretion deem all unvested Awards held by that Participant to have been forfeited.

Unless the Board otherwise determines, or as otherwise set out in the Plan:

- (a) unless otherwise stated in the offer, any Awards which have not yet vested will be forfeited immediately on the date that the Board determines (acting reasonably and in good faith) that any applicable vesting conditions have not been met or cannot be met by the relevant date; and
- (b) any Awards which have not yet vested will be automatically forfeited on the expiry date specified in the invitation.

14 **(Control Event):** If a Control Event occurs, the Board may (in its absolute discretion) determine that:

- (a) all or a specified number of a Participant's unvested Awards are deemed to have vested;
- (b) all or specified number of a Participant's Options may be exercised for a period specified by the Board, and if not exercised within that period, will lapse;
- (c) the dealing restrictions or any other terms which apply to the Award cease to apply; and/or
- (d) the dealing restrictions which apply to Shares allocated on the vesting of or exercise of an Award (as applicable) cease to apply.

"Control Event" means:

- (a) any person, either alone or together with any Associates, who did not have a Relevant Interest in more than 50% of the issued Shares, acquires a Relevant Interest in more than 50% of the issued Shares other than for the purposes of a bona fide restructure or reconstruction of the Company or the securities of the Company;
- (b) a Takeover Bid (as defined in the Corporations Act) being made for Shares in the Company is made to acquire more than fifty per cent (50%) of the issued Shares of the Company (or such lesser number of Shares that when combined with the Shares that the bidder (together with its Associates) already owns will amount to more than 50% of the issued Shares of the Company) and the Takeover Bid becomes unconditional and the bidder (together with its Associates) has a Relevant Interest in more than 50% of the issued Shares of the Company; and
- (c) where members of the Company approve any compromise or arrangement for the purpose of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other body corporate or bodies corporate (other than a scheme that does not involve a change in the ultimate beneficial ownership of the Company), pursuant to which all Company securities are to be either cancelled or transferred to a third party, and a court of competent jurisdiction, by order, approves the proposed scheme of arrangement,

but to avoid doubt, does not include any internal reorganisation of the structure, business, assets or securities of a Group Company.

"Associate " has the meaning given in section 12 of the Corporations Act.

"Relevant Interest" has the meaning given in the Corporations Act.

15 **(Rights):** All Shares issued under the Plan or issued or transferred to a Participant upon the valid exercise of an Award, will rank equally in all respects with the Shares of the same class. A Participant will be entitled to any dividends declared and distributed by the Company on the Shares and may

participate in any dividend reinvestment plan operated by the Company in respect of Shares. A Participant may exercise any voting rights attaching to Shares.

- 16 **(Adjustment for capital reconstructions):** 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 Awards will be changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.

If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Awards is entitled, upon exercise of the Awards, to receive, in addition to the Shares in respect of which the Awards are exercised and without the payment of any further consideration, an allotment of as many additional Shares as would have been issued to a shareholder who, on the date for determining entitlements under the bonus issue, held Shares equal in number to the Shares in respect of which the Awards are exercised.

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

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

- 18 **(Amendment of Plan):** Subject to the following paragraph, the Board may at any time amend any provisions of the Plan, including the terms upon which any Awards have been granted under the Plan and determine that any amendments to the Plan 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.

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

Schedule 3 – Terms and Conditions of Performance Rights

The performance rights (**Performance Rights**) will be granted pursuant to the Plan and will be subject to the terms and conditions of the Plan. If there is any inconsistency or conflict between the terms in this Schedule 3 and the Plan, then the terms in this Schedule 3 shall prevail.

The Performance Rights are subject to the following terms and conditions:

1 Grantor

The grantor of the Performance Rights is the Company.

2 Entitlement

Each Performance Right entitles the holder (**Holder**) to subscribe for and be issued with one Share, on and subject to these terms and conditions.

3 No payment on grant

The Holder is not required to pay any amount to the Company for the grant of a Performance Right or any issue of Shares thereunder.

4 Term and Expiry

- (a) Each Performance Right will come into effect on the date of issue (**Grant Date**) and each Performance Right that is not exercised will expire on the earlier of:
- (i) 5:00pm (AWST) on date that is five years from the Grant Date (**Expiry Date**);
 - (ii) the Performance Right is cancelled in accordance with its terms; and
 - (iii) the Board determines (acting reasonably) that it is impossible for the Vesting Condition for that Performance Right to be met.
- (b) If the Holder is prohibited from exercising vested Performance Rights under any applicable law on or in the 10 Business Days before the Expiry Date, the Expiry Date for the Performance Rights is automatically extended to the date that is five Business Days after the Holder is no longer prohibited under any applicable law from exercising the Performance Rights.

5 Vesting Conditions

- (a) The Performance Rights are subject to the following conditions, each of which constitutes a **Vesting Condition**:

Mr AJ Saverimutto

Tranche	Class	Number	Vesting Conditions
Tranche 1	A	500,000	Subject to:

			(a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from 25 October 2023 (Commencement Date) until the date that is 12 months thereafter; and (b) the Company achieving a 30-day VWAP exceeding \$1.00.
	B	500,000	Subject to: (a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company achieving a 30-day VWAP exceeding \$1.00.
Tranche 2	A	500,000	Subject to: (a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company achieving a 30-day VWAP exceeding \$1.25.
	B	500,000	Subject to: (a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company achieving a 30-day VWAP exceeding \$1.25.
Tranche 3	A	500,000	Subject to: (a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company achieving a 30-day VWAP exceeding \$2.00.
	B	500,000	Subject to: (a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company achieving a 30-day VWAP exceeding \$2.00.
Tranche 4	A	500,000	Subject to:

			(a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company announcing a Mineral Resource estimate >50Mt at 1% Li₂O at the Tabba Tabba Project.
	B	500,000	Subject to: (a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company announcing a Mineral Resource estimate >50Mt at 1% Li₂O at the Tabba Tabba Project.
Tranche 5	A	500,000	Subject to: (a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company announcing a Mineral Resource estimate >100Mt at 1% Li₂O at the Tabba Tabba Project.
	B	500,000	Subject to: (a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company announcing a Mineral Resource estimate >100Mt at 1% Li₂O at the Tabba Tabba Project.
Tranche 6	A	500,000	Subject to: (a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company announcing completion of a Pre-Feasibility Study in respect of the Tabba Tabba Project.
	B	500,000	Subject to: (a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company announcing completion of a Pre-Feasibility Study in respect of the Tabba Tabba Project.
Tranche 7	A	500,000	Subject to:

			(a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company announcing receipt of mining approval in relation to the Tabba Tabba Project in accordance with Part IV of the <i>Environmental Protection Act 1986</i> (WA).
	B	500,000	Subject to: (a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company announcing receipt of mining approval in relation to the Tabba Tabba Project in accordance with Part IV of the <i>Environmental Protection Act 1986</i> (WA).
Tranche 8	A	500,000	Subject to: (a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company announcing commercial production of spodumene concentrate from the Tabba Tabba Project.
	B	500,000	Subject to: (a) the continuous service of Mr Ajanth Saverimutto as Managing Director and Chief Executive Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company announcing commercial production of spodumene concentrate from the Tabba Tabba Project.

Mr Tim Manners

Tranche	Class	Number	Vesting Conditions
Tranche 1	A	400,000	Subject to: (a) the continuous service of Mr Tim Manners as Chief Financial Officer from 29 January 2024 (Commencement Date) until the date that is 12 months thereafter; and (b) the Company achieving a 30-day VWAP exceeding \$1.00.
	B	400,000	Subject to:

			(a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company achieving a 30-day VWAP exceeding \$1.00.
Tranche 2	A	400,000	Subject to: (a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company achieving a 30-day VWAP exceeding \$1.25.
	B	400,000	Subject to: (a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company achieving a 30-day VWAP exceeding \$1.25.
Tranche 3	A	400,000	Subject to: (a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company achieving a 30-day VWAP exceeding \$2.00.
	B	400,000	Subject to: (a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company achieving a 30-day VWAP exceeding \$2.00.
Tranche 4	A	400,000	Subject to: (a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company announcing a Mineral Resource estimate >50Mt at 1% Li₂O at the Tabbatabba Project.
	B	400,000	Subject to: (a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company announcing a Mineral Resource estimate >50Mt at 1% Li₂O at the Tabbatabba Project.

Tranche 5	A	400,000	Subject to:
			(a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company announcing a Mineral Resource estimate >100Mt at 1% Li₂O at the Tabbatabba Project.
	B	400,000	Subject to:
			(a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company announcing a Mineral Resource estimate >100Mt at 1% Li₂O at the Tabbatabba Project.
Tranche 6	A	400,000	Subject to:
			(a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company announcing completion of a Pre-Feasibility Study in respect of the Tabbatabba Project.
	B	400,000	Subject to:
			(a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company announcing completion of a Pre-Feasibility Study in respect of the Tabbatabba Project.
Tranche 7	A	400,000	Subject to:
			(a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company announcing receipt of mining approval in relation to the Tabbatabba Project in accordance with Part IV of the <i>Environmental Protection Act 1986</i> (WA).
	B	400,000	Subject to:
			(a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 24 months thereafter; and (b) the Company announcing receipt of mining approval in relation to the Tabbatabba Project in accordance with Part IV of the <i>Environmental Protection Act 1986</i> (WA).
Tranche 8	A	400,000	Subject to:

		(a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company announcing commercial production of spodumene concentrate from the Tabba Tabba Project.
B	400,000	Subject to: (a) the continuous service of Mr Tim Manners as Chief Financial Officer from the Commencement Date until the date that is 12 months thereafter; and (b) the Company announcing commercial production of spodumene concentrate from the Tabba Tabba Project.

- (b) The Performance Rights will vest and become exercisable by the Holder on the satisfaction of the relevant Vesting Condition.

6 Exercise of Performance Rights

- (a) At any time after the satisfaction of the relevant Vesting Condition until the Expiry Date, the Holder may issue a written exercise notice (**Exercise Notice**) to the Company specifying how many vested Performance Rights he wishes to exercise.
- (b) Following the issuing of a valid Exercise Notice by the Holder, the Company must allot and issue, or transfer, the number of Shares for which the Holder is entitled to acquire as a result of exercising his vested Performance Rights, in accordance with paragraph 8.

7 Lapse of Performance Rights

7.1 Definitions

In this paragraph 7:

- (a) **Bad Leaver** means the Holder ceases employment or engagement with the Company and does not meet the Good Leaver criteria;
- (b) **Good Leaver** means the Holder ceases employment or engagement with the Company in any of the following circumstances:
 - (i) the Holder and Board have agreed in writing that the Holder has entered into bona fide retirement;
 - (ii) the Holder and the Board have agreed in writing that the Holder's role has been made redundant;
 - (iii) the Holder is resigning after at least two years of service to the Company;
 - (iv) the Holder role has been terminated without cause, including prior to the Commencement Date;
 - (v) the Board has determined that:
 - (A) Special Circumstances apply to the Holder; or
 - (B) the Holder is no longer able to perform his duties under his engagement or employment arrangements with the Company due to poor health, injury or disability;

- (vi) the Holder's death; or
 - (vii) any other circumstance determined by the Board in writing.
- (c) **Nominated Beneficiary** means the Holder's beneficiary, personal representative or successor in title.
- (d) **Special Circumstances** means the total and permanent disablement of the Holder such that the Holder is unlikely ever to engage in any occupation for which the Holder is reasonably qualified by education, training or experience.

7.2 **Where Performance Rights lapse**

Subject to paragraph 7.3 or the Board deciding otherwise in its absolute discretion, the Performance Rights shall automatically lapse and be cancelled for no consideration on the earliest to occur of the following:

- (a) where the Holder is a Bad Leaver in accordance with paragraph 7.4;
- (b) if the applicable Vesting Conditions are not achieved by the Expiry Date;
- (c) if the Board determines in its reasonable opinion that the applicable Vesting Conditions have not been met or cannot be met prior to the Expiry Date; or
- (d) the Expiry Date.

7.3 **Good Leaver**

- (a) Subject to paragraph 7.3(b), where the Holder becomes a Good Leaver, the Holder will be entitled to keep his vested and unvested Performance Rights provided that, in relation to unvested Performance Rights, the Board may at any time, in its sole and absolute discretion, do one or more of the following:
 - (i) permit unvested Performance Rights held by the Good Leaver to vest; or
 - (ii) permit such unvested Performance Rights held by the Good Leaver or his nominee(s) to continue to be held by the applicable holder, with the Board having the discretion to amend the Vesting Conditions.
- (b) Where the Holder is a Good Leaver due to a Special Circumstance, the Nominated Beneficiary shall be entitled to benefit from any exercise of the above discretionary powers by the Board.

7.4 **Bad Leaver**

Where the Holder becomes a Bad Leaver, unless the Board determines otherwise, in its sole and absolute discretion, all unvested Performance Rights will lapse.

7.5 **Discretion of Board**

The Board may decide to allow the Holder to retain any Performance Rights regardless of any failure by the Holder to satisfy in part or in full the Vesting Conditions in which case, the Board may:

- (a) determine that any or all of those retained Performance Rights shall vest and the corresponding Shares shall be provided to the Holder; or
- (b) determine new Vesting Conditions (as applicable) for those retained Performance Rights and notify the Holder of the determination as soon as practicable.

7.6 **Determination Whether to Exercise Discretion**

The Board may have regard to whatever matters it thinks reasonable when making a decision about the matters in paragraph 7.5 with respect to the Holder.

8 Timing of the Issue of Shares and Quotation

- (a) Following receipt of an Exercise Notice, within five Business Days after the later of the following:
 - (i) the receipt of the Exercise Notice; and
 - (ii) when excluded information in respect of the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information,the Company will:
 - (iii) allot and issue the Shares the subject of the Exercise Notice;
 - (iv) as soon as reasonably practicable and if applicable, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
 - (v) if the Company is listed on ASX, apply for official quotation of Shares issued pursuant to the vesting of the Performance Rights.
- (b) The Shares issued upon exercise of a Performance Right will rank equally in all respects with the Company's fully paid ordinary shares then on issue.

9 Reorganisation

If there is any reorganisation of the issued share capital of the Company, the terms of Performance Rights and the rights of the Holder who holds such Performance Rights will be varied, including an adjustment to the number of Performance Rights, in accordance with the Listing Rules that apply to the reorganisation at the time of the reorganisation.

10 Holder Rights

The Holder who holds Performance Rights is not entitled to:

- (a) notice of, or to vote or attend at, a meeting of the Shareholders; or
- (b) receive any dividends declared by the Company,
- (c) participate in any new issues of securities offered to Shareholders during the term of the Performance Rights, or
- (d) cash for the Performance Rights or any right to participate in surplus assets or profits of the Company on winding up,

unless and until the Performance Rights are satisfied and the Holder holds Shares.

11 Pro Rata Issue of Securities

- (a) If during the term of any Performance Right, the Company makes a pro rata issue of securities to the Shareholders by way of a rights issue, the Holder shall not be entitled to participate in the rights issue in respect of any Performance Rights, only in respect of Shares issued in respect of vested Performance Rights.

- (b) The Holder will not be entitled to any adjustment to the number of Shares they are entitled to or adjustment to any Vesting Conditions which is based, in whole or in part, upon the Company's share price, as a result of the Company undertaking a rights issue.

12 Adjustment for Bonus Issue

If, during the term of any Performance Right, securities are issued pro rata to Shareholders by way of bonus issue, the number of Shares which the Holder is entitled to receive when they exercise the Performance Right, shall be increased by that number of securities which the Holder would have been issued if the Performance Rights then held by the Holder had been validly exercised and the resulting Shares had been held immediately prior to the record date for the bonus issue.

13 Change of Control

- (a) For the purposes of these terms and conditions, a **Change of Control Event** occurs if:
 - (i) the Company announces that its Shareholders have at a Court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, or any reconstruction, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the Court, by order, approves the scheme of arrangement;
 - (ii) a Takeover Bid:
 - (A) is announced;
 - (B) has become unconditional; and
 - (C) the person making the Takeover Bid has a Relevant Interest in fifty percent (50%) or more of the issued Shares;
 - (iii) any person acquires a Relevant Interest in fifty and one-tenths percent (50.1%) or more of the issued Shares by any other means; or
 - (iv) the announcement by the Company that a sale or transfer (in one transaction or a series of related transactions) of the whole or substantially the whole of the undertaking and business of the Company has been completed.
- (b) Where a Change of Control Event has (i) occurred or (ii) been announced by the Company, all granted Performance Rights which have not yet vested or lapsed shall automatically and immediately vest, regardless of whether any Vesting Conditions have been satisfied.
- (c) **Takeover Bid** and **Relevant Interest** have the meaning given to those terms under section 9 of the Corporations Act.

14 Quotation

The Company will not seek official quotation of any Performance Rights.

15 Performance Rights Not Property

The Holder's Performance Rights are personal contractual rights granted to the Holder only and do not constitute any form of property.

16 No Transfer of Performance Rights

A Performance Right is not transferable.

Subdivision 83A-C of the Income Tax Assessment Act 1997, which enables tax deferral on performance rights, will apply (subject to the conditions in that Act) to the Performance Rights.

Schedule 4 – Summary of Executive Services Agreement

The key terms of the executive services agreement entered into between the Company and Mr AJ Saverimutto dated 25 October 2025 are set out below:

Executive Services Agreement – Mr AJ Saverimutto	
Commencement	Mr Saverimutto's appointment as Managing Director and Chief Executive Officer is effective from 5 February 2024.
Term	No fixed term. Ongoing until terminated by either party in accordance with the Executive Agreement (see 'Termination' below).
Remuneration	A base salary of \$450,000 plus superannuation (reviewed annually).
Short-term incentives	A short-term incentive in either cash or Shares (subject to Shareholder approval) for up to 25% of the base salary, subject to achieving key performance milestones to be determined by the Board.
Long-term incentives	Subject to shareholder approval, Mr Saverimutto will be offered, 8,000,000 Performance Rights under the Plan. The Performance Rights will be issued on the terms and conditions detailed in Schedule 3 and are otherwise subject to standard terms and conditions for securities of this nature including good leaver and bad leaver provisions and acceleration upon a change of control.
Compensation for foregone incentives	In consideration of the fact that Mr Saverimutto will forego existing incentive rights that he may otherwise have become entitled to with his previous employer and subject to Shareholder approval, the Company proposes to grant 200,000 Shares to Mr Saverimutto. If Shareholder approval is not obtained for the Performance Rights and the grant of these Shares within four months, the Company will compensate Mr Saverimutto with a cash payment of \$600,000.
Termination	The Company may terminate Mr Saverimutto's employment without cause at any time by providing 12 months' notice or without notice in certain circumstances including serious misconduct or breach of the Executive Agreement. Mr Saverimutto may resign at any time by providing six months' notice or by providing three months' notice if there is a fundamental change in role or responsibilities.

Schedule 5 – Summary of CFO Agreement

The key terms of the executive services agreement entered into between the Company and Mr Tim Manners dated 25 October 2025 are set out below:

CFO Agreement – Mr Tim Manners	
Commencement	Mr Manner's appointment as Chief Financial Officer is effective from 29 January 2024.
Term	No fixed term. Ongoing until terminated by either party in accordance with the CFO Agreement (see 'Termination' below).
Remuneration	A base salary of \$360,000 plus superannuation (reviewed annually).
Short-term incentives	A short-term incentive in either cash or Shares (subject to Shareholder approval) for up to 25% of the base salary, subject to achieving key performance milestones to be determined by the Board.
Long-term incentives	The Company issued Mr Manners 6,400,000 Performance Rights under the Plan. The Performance Rights are subject to standard terms and conditions for securities of this nature including good leaver and bad leaver provisions and acceleration upon a change of control.
Termination	The Company may terminate Mr Manners' employment without cause at any time by providing six months' notice or without notice in certain circumstances including serious misconduct or breach of the CFO Agreement. Mr Manners may resign at any time by providing three months' notice or by providing three months' notice if there is a fundamental change in role or responsibilities.



Proxy Voting Form

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

Wildcat Resources Limited | ABN 65 098 236 938

Your proxy voting instruction must be received by **10.00am (AWST) on Tuesday, 19 December 2023**, 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 KMP.

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://automic.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.



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