
CYPRIMUM METALS LIMITED
ACN 002 678 640
NOTICE OF GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 11:00am (AWST)
DATE: 07 September 2023
PLACE: Vibe Hotel
Level 9, 9 Alvan Street
SUBIACO WA 6008

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

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

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 4:00pm (AWST) on 05 September 2023.

BUSINESS OF THE MEETING

AGENDA

1. RESOLUTION 1 – APPROVAL TO ISSUE PLACEMENT SHARES AND PLACEMENT OPTIONS

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

“That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 600,000,000 Shares, together with one (1) free attaching Option for every two (2) Shares subscribed for and issued under the Placement, on the terms and conditions set out in the Explanatory Statement.”

A voting exclusion statement applies to this Resolution. Please see below.

2. RESOLUTION 2 – APPROVAL TO ISSUE LEAD MANAGER OPTIONS

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

“That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 26,603,966 Options exercisable at \$0.06 each on or before 31 December 2024 to the Lead Manager on the terms and conditions set out in the Explanatory Statement.”

A voting exclusion statement applies to this Resolution. Please see below.

3. RESOLUTION 3 – APPROVAL TO ISSUE NEBARI WARRANTS

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

“That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 80,328,290 Warrants to Nebari on the terms and conditions set out in the Explanatory Statement.”

A voting exclusion statement applies to this Resolution. Please see below.

4. RESOLUTION 4 – ISSUE OF PLACEMENT SHARES AND PLACEMENT OPTIONS TO DIRECTOR – JOHN FEATHERBY

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

“That, subject to the passing of Resolution 1, for the purposes of Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue up to 5,000,000 Shares to John Featherby (or his nominee), together with one (1) free attaching Option for every two (2) Shares subscribed for and issued under the Placement, on the terms and conditions set out in the Explanatory Statement.”

A voting exclusion statement applies to this Resolution. Please see below.

5. RESOLUTION 5 – ISSUE OF PLACEMENT SHARES AND PLACEMENT OPTIONS TO PROPOSED DIRECTOR – CLIVE DONNER

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

“That, subject to the passing of Resolution 1, for the purposes of Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue up to 12,500,000 Shares to Clive Donner (or his nominee), together with one (1) free attaching Option for every two (2) Shares subscribed for and issued under the Placement, on the terms and conditions set out in the Explanatory Statement.”

A voting exclusion statement applies to this Resolution. Please see below.

6. RESOLUTION 6 – ISSUE OF PERFORMANCE RIGHTS TO PROPOSED DIRECTOR – CLIVE DONNER

“That, for the purposes of section Listing Rules 10.14 and for all other purposes, approval is given for the Company to issue up to 56,851,200 Business Incentive Performance Rights and 9,475,200 Shareholder Return Performance Rights to Clive Donner (or his nominee) under the Employee Securities Incentive Plan on the terms and conditions set out in the Explanatory Statement.”

A voting exclusion statement and voting prohibition statement applies to this Resolution. Please see below.

7. RESOLUTION 7 – APPROVAL OF POTENTIAL TERMINATION BENEFITS TO PROPOSED DIRECTOR – CLIVE DONNER - ON RETIREMENT UNDER THE EMPLOYEE SECURITIES INCENTIVE PLAN

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

“That, subject to the passing of Resolution 6, pursuant to and in accordance with Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and Listing Rule 10.19, Shareholders approve the giving of Potential Termination Benefits detailed in the Explanatory Memorandum to Clive Donner (or his nominee(s)) in connection with Clive Donner ceasing to hold that managerial or executive office.”

A voting prohibition statement and a voting exclusion statement apply to this Resolution. Please see below.

By order of the Board

Dated: 09 August 2023



**Wayne Apted
Company Secretary**

Voting Exclusion Statements

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

Resolution 1 – Approval to issue Placement Shares and Placement Options - Listing Rule 7.1	A person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) (namely, the Placement Participants) or an associate of that person (or those persons).
Resolution 2 – Approval to issue Lead Manager Options – Listing Rule 7.1	A person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) (namely, Canaccord Genuity (Australia) Limited) or an associate of that person (or those persons).
Resolution 3 – Approval to issue Nebari Warrants – Listing Rule 7.1	A person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) (namely, Nebari) or an associate of that person (or those persons).
Resolution 4 – Issue of Placement Shares and Placement Options to Director – John Featherby	John Featherby (or his nominee) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person or those persons.
Resolution 5 – Issue of Placement Shares and Placement Options to Proposed Director – Clive Donner	Clive Donner (or his nominee) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person or those persons.
Resolution 6 – Issue of Performance Rights to Proposed Director – Clive Donner	Any person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question (including Clive Donner under Resolution 6) or an associate of that person or those persons.
Resolution 7 – Approval of potential termination benefits to Proposed Director – Clive Donner - on retirement under the Employee Securities Incentive Plan	An officer of the Company or any of its child entities (as defined in the Listing Rules) who is entitled to participate in a termination benefit or an associate of that person or those persons.

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

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

Voting Prohibition Statements

<p>Resolution 6 – Issue of Performance Rights to Proposed Director – Clive Donner</p>	<p>In accordance with section 250BD and section 200E(2A) of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:</p> <ul style="list-style-type: none"> (a) the proxy is either: <ul style="list-style-type: none"> (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (b) the appointment does not specify the way the proxy is to vote on this Resolution. <p>However, the above prohibition does not apply if:</p> <ul style="list-style-type: none"> (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
<p>Resolution 7 – Approval of Termination Benefits to Clive Donner under the Employee Securities Incentive Plan</p>	<p>A vote on this Resolution must not be cast (in any capacity) by or on behalf of Clive Donner or his nominee(s) or any of his, or their, associates. However, subject to the voting exclusion below and the further voting prohibition below, this does not prevent the casting of a vote if:</p> <ul style="list-style-type: none"> (a) it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on this Resolution; and (b) it is not cast on behalf of Clive Donner or his nominee(s) or any of his associates. <p>Additionally, in accordance with section 250BD of the Corporations Act, as this resolution is in connection with the remuneration of a member of the Company’s Key Management Personnel, a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:</p> <ul style="list-style-type: none"> (a) the proxy is either: <ul style="list-style-type: none"> (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (b) the appointment does not specify the way the proxy is to vote on this Resolution. <p>However, the above prohibition does not apply if:</p> <ul style="list-style-type: none"> (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

Voting by proxy

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

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

- each Shareholder has a right to appoint a proxy;
- the proxy need not be a Shareholder of the Company; and
- a Shareholder who is entitled to cast two (2) or more votes may appoint two (2) proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints two (2) proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Shareholders and their proxies should be aware that:

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

Voting in person

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

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on +61 8 6374 1550.

EXPLANATORY STATEMENT

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

1. BACKGROUND TO CAPITAL RAISING

1.1 Overview

The Company has previously announced a capital raising comprising a placement of Shares to sophisticated and professional investors (**Placement**) and a non-renounceable entitlement offer to existing Shareholders (**Rights Issue**) (together, the **Capital Raising**). Under the Capital Raising, the Company is seeking to raise a total of up to \$29,000,000 through the issue of:

- (a) up to 600,000,000 Shares (**Placement Shares**) at an issue price of \$0.04 per Share to raise \$24,000,000 (approval for the issue of these Shares is sought in Resolution 1 of this Notice) under the Placement. As announced on 12 July 2023, the Company has received firm commitments for the 600,000,000 Placement Shares; and
- (b) up to 125,000,000 Shares (**Rights Issue Shares**) at an issue price of \$0.04 per Share to raise up to an additional \$5,000,000 under the Rights Issue, in respect of which the Company intends to lodge a prospectus with ASIC on or around mid-August 2023 (**Prospectus**).

In addition to the Shares offered under the Capital Raising, participants in the:

- (a) Placement will also be entitled to one (1) free attaching Option for every two (2) Shares subscribed for and issued under the Placement (**Placement Options**) (approval for the issue of these Options is sought in Resolution 1 of this Notice); and
- (b) Rights Issue will also be entitled to one (1) free attaching Option for every two (2) Shares subscribed for and issued under the Rights Issue,

(together, the **Capital Raising Options**). The Capital Raising Options will be exercisable at \$0.06 each on or before 31 December 2024. The offer of the Capital Raising Options will be made under the Prospectus (**Prospectus**).

The Directors unanimously recommend that Shareholders vote in favour of Resolution 1 to approve the issue of the Placement Shares and Placement Options and consider the Placement to be in the best interests of Shareholders.

Nebari Loan Agreement

As announced by the Company on 26 June 2023, the Company has entered into a loan agreement with Nebari Natural Resources Credit Fund II LLP (**Nebari**) pursuant to which Nebari has agreed to provide to the Company up to USD\$14,500,000 in two tranches, with USD\$7,500,000 to be drawn down immediately and \$USD7,000,000 to be drawn down subject to limited conditions precedent (**Nebari Loan Agreement**).

The key terms of the Nebari Loan Agreement are as follows:

- (a) Amount: up to USD\$14,500,000 in two tranches;

- (b) Term: until 31 December 2024;
- (c) Coupon: Secured overnight financing rate + 6.5% per annum, payable monthly;
- (d) OID: 5% on Tranche 1 and 10% on Tranche 2;
- (e) Amortisation: 100% bullet on maturity;
- (f) Warrants: the Company has agreed to issue Nebari warrants on the terms and conditions set out in Schedule 2 of this Notice (**Nebari Warrants**). The Nebari Warrants are the subject of Resolution 3 of this Notice; and
- (g) Security: over the assets of the Company and its projects.

The Nebari Loan Agreement contains terms and conditions considered otherwise standard for an agreement of its nature.

Please refer to the ASX announcement released on 26 June 2023 for further details.

Lead Manager

The Company has entered into a mandate with Canaccord Genuity (Australia) Limited (ACN 075 071 466) (**Lead Manager**) to act as Lead Manager to the Placement (**Lead Manager Mandate**). In consideration for the services provided, the Lead Manager will receive the following payment:

- (a) a 2% management fee on the gross proceeds raised under the Placement;
- (b) a 4% selling fee on the total amount placed by the Lead Manager under the Placement; and
- (c) that number of Options equal to 2% of the total issued capital of the Company following completion of the Placement, exercisable at \$0.06 each (which represents a 50% premium to the issue price of the Capital Raising Shares) on or before 31 December 2024 (**Lead Manager Options**), for a total of 26,603,966 Lead Manager Options. The Lead Manager Options are the subject of Resolution 2 of this Notice.

The Lead Manager Mandate is on terms considered otherwise standard for an agreement of this nature.

Use of funds

The Company intends to use the proceeds raised under the Capital Raising for financing service costs, Nifty site costs, maintenance of tenements, Definitive Feasibility Study and approvals for integrated open pit, Nifty project technical studies, corporate overheads, payment of creditors, transaction costs and general working capital purposes.

Further details regarding the Capital Raising are set out in the Company's announcement dated 12 July 2023.

Reinstatement

Reinstatement of the Company's Shares to trading on the Official List following the voluntary suspension of its Shares from trading on 23 February 2023 (**Reinstatement**) is subject to the Company satisfying certain conditions imposed by ASX (**Reinstatement Conditions**), which include amongst other things, demonstrating compliance with Listing Rules 12.1 and 12.2, to the satisfaction of the ASX.

The proposed date of Reinstatement and quotation of Securities is conditional on ASX being satisfied (in its absolute discretion) that all Reinstatement Conditions have been satisfied. The Reinstatement Conditions are as follows:

- (a) Shareholders approving all the Resolutions required to effect the Capital Raising to be considered at the Meeting;
- (b) the Company disclosing the proposed use of funds in conjunction with the Capital Raising, on terms similar to the proposed use of funds detailed in the submissions and schedule of works provided to ASX;
- (c) the Company confirming that, at Reinstatement, it will be funded for at least 12 months;
- (d) the Company releasing the Prospectus in order to permit secondary sales of the Securities to be issued in conjunction with the Capital Raising, and any prior issues of Securities made during the period of suspension;
- (e) completion of the Capital Raising and closure of the Prospectus;
- (f) confirmation in a form acceptable to ASX that the Company has received cleared funds for the complete amount of the issue price of every Security allotted and issued to every successful applicant for Securities under the Capital Raising;
- (g) the Company demonstrating compliance with Listing Rule 12.2, to the satisfaction of the ASX, including:
 - (i) providing a 'working capital statement' similar to that required by Listing Rule 1.3.3(a) to the effect that following completion of the Capital Raising, the Company will have sufficient working capital at the time of its Reinstatement to carry out its objectives (being the objectives detailed in the proposed use of funds referred to in paragraph (b) above);
 - (ii) satisfying the 'working capital test' of at least \$1.5 million, similar to that required by Listing Rule 1.3.3(c).
- (h) the Company disclosing a consolidated activities report setting out the proposed business strategy of the Company (including an update on the status of Nifty Copper Project and the current activities with respect thereto);
- (i) lodgement of all necessary Appendices 2A with ASX for issues of new Securities;
- (j) payment of all ASX fees, including listing fees, applicable and outstanding (if any);

- (k) lodgement of any outstanding reports for the period since the Securities were suspended and any other outstanding documents required by Listing Rule 17.5 (if any);
- (l) lodgement of Director's Interest Notices, being either Appendix 3Xs, 3Ys or 3Zs, as required;
- (m) confirmation that there are no legal, regulatory or contractual impediments to the Company undertaking the activities the subject of its proposed use of funds;
- (n) confirmation that the Securities to be issued following the Meeting, including the Rights Issue Shares, have been issued, and despatch of each of the following has occurred:
 - (i) in relation to all holdings on the CHESS subregister, a notice from CYM under ASX Settlement Operating Rule 8.9.1;
 - (ii) in relation to all other holdings, issuer sponsored holding statements; and
 - (iii) any refund money.
- (o) provision of the following documents, in a form suitable for release to the market:
 - (i) a statement setting out the names of the 20 largest holders of each class of securities to be quoted, including the number and percentage of each class of securities held by those holders
 - (ii) a distribution schedule of the numbers of holders in each class of security to be quoted,
- (p) a statement confirming completion of the Capital Raising and closure of the Prospectus;
- (q) a statement outlining the Company's capital structure following the Meeting and the Rights Issue on a post-issue basis;
- (r) a consolidated activities report setting out the proposed business strategy of the Company (including an update on the status of Nifty Copper Project and the current activities with respect thereto);
- (s) a reviewed pro forma statement of the Company's financial position based on actual funds raised under the Capital Raising (including the Rights Issue);
- (t) the Company's proposed use of funds based on actual funds raised under the Capital Raising (including the Entitlement Offer);
- (u) a statement confirming that there are no legal, regulatory or contractual impediments to the Company undertaking the activities the subject of its proposed use of funds;
- (v) any further documents and confirmations that ASX may determine are required to be released to the market as pre-quotations disclosure; and

- (w) a statement confirming that the Company is in compliance with the Listing Rules, and in particular, Listing Rule 3.1.

On completion of the Capital Raising, the Company believes that it will be in a position to seek Reinstatement. Reinstatement will be subject to the discretion of the ASX. However, the Company has received confirmation from the ASX that it will, subject to satisfaction of the above Reinstatement Conditions (which the Company does not foresee any impediments to satisfying), allow Reinstatement to occur.

2. RESOLUTION 1 – APPROVAL TO ISSUE PLACEMENT SHARES AND OPTIONS

2.1 General

As set out above, under the Placement, the Company is proposing to issue 600,000,000 Placement Shares, together with one (1) free attaching Placement Option for every two (2) Shares subscribed for and issued under the Placement (rounded down for fractional entitlements).

2.2 Listing Rule 7.1

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

While the issue does not exceed the 15% limit in Listing Rule 7.1 and can therefore be made without breaching that rule, the Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder approval pursuant to Listing Rule 7.1 so that it does not use up any of its 15% placement capacity under Listing Rule 7.1.

2.3 Technical information required by Listing Rule 14.1A

If Resolution 1 is passed, the Company will be able to proceed with the issue of the Placement Shares and Placement Options. In addition, the issue of the Placement Shares and Placement Options will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 1 is not passed, the Company will not be able to proceed with the issue of the Placement Shares and Placement Options. The Company will therefore not be able to raise funds under the Placement, which will hinder the Company's ability to satisfy the Reinstatement Conditions and the Company's proposed restart of the Nifty Copper Project. In this case, the Company would be required to reassess its working capital position and the Company's proposed future strategy.

2.4 Technical information required by Listing Rule 7.1

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 1:

- (a) the Placement Shares and Placement Options will be issued to professional and sophisticated investors who are clients of Canaccord (or their nominee/s). The recipients have been identified through a

bookbuild process, which involved Canaccord seeking expressions of interest to participate in the capital raising from non-related parties of the Company;

- (b) in accordance with paragraph 7.2 of ASX Guidance Note 21, the Company confirms that, other than the proposed issue of Placement Shares and Placement Options to:
- (i) related parties John Featherby (the subject of Resolution 4) and Clive Donner (the subject of Resolution 5);
 - (ii) substantial holder Pacific Road Capital Management (**PRCM**), who has agreed to subscribe for up to that amount of Shares equivalent to 9.99% of the issued capital of the Company (on a post-Placement basis); and
 - (iii) substantial holder Paradise Investment Management Pty Ltd, who has agreed to subscribe for 49,466,015 Shares in the Placement,

none of the recipients will be:

- (i) related parties of the Company, members of the Company's Key Management Personnel, substantial holders of the Company, advisers of the Company or an associate of any of these parties; and
 - (ii) issued more than 1% of the issued capital of the Company;
- (c) the number of Shares to be issued under the Placement is 600,000,000 and the number of Options to be issued is 300,000,000 as the Options will be issued free attaching with the Shares on a 1:2 basis;
- (d) the Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (e) the Options will be issued on the terms and conditions set out in Schedule 1;
- (f) the Placement Shares and Placement Options will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that issue of the Placement Shares and Placement Options (each, separately) will occur on the same date. The issue of the Placement Options will occur in accordance with the timetable to be included in the Prospectus;
- (g) the issue price of the Shares will be \$0.04. The Company will not receive any other consideration for the issue of the Shares;
- (h) the issue price of the Options will be nil as they will be issued free attaching with the Shares on a 1:2 basis. The Company will not receive any other consideration for the issue of the Options (other than in respect of funds received on exercise of the Options);
- (i) the purpose of the issue of the Placement Shares and Placement Options is to raise \$24,000,000 (which, together with the Rights Issue, will

raise up to a total of \$29,000,000). The Company intends to apply the funds raised from the issue towards the purposes set out in Section 1.1;

- (j) the Placement Shares and Placement Options are not being issued under an agreement; and
- (k) the Placement Shares and Placement Options are not being issued under, or to fund, a reverse takeover.

3. RESOLUTION 2 – APPROVAL TO ISSUE LEAD MANAGER OPTIONS

3.1 General

As set out above, under the terms of the Lead Manager Mandate, the Company has agreed to issue Lead Manager Options to Canaccord in consideration for lead manager services provided in connection with the Placement.

3.2 Listing Rule 7.1

As summarised in Section 2.2 above, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

The proposed issue of the Lead Manager Options does not fall within any of the exceptions set out in Listing Rule 7.2. While the issue does not exceed the 15% limit in Listing Rule 7.1 and can therefore be made without breaching that rule, the Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder approval pursuant to Listing Rule 7.1 so that it does not use up any of its 15% placement capacity under Listing Rule 7.1.

3.3 Technical information required by Listing Rule 14.1A

If Resolution 2 is passed, the Company will be able to proceed with the issue of the Lead Manager Options. In addition, the issue of the Lead Manager Options will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 3 is not passed, the issue of the Lead Manager Options can still proceed but it will reduce, to that extent, the Company's capacity to issue equity securities without Shareholder approval under Listing Rule 7.1 for 12 months following the issue. Resolution 3 seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of the Lead Manager Options.

3.4 Technical information required by Listing Rule 7.1

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 2:

- (a) the Lead Manager Options will be issued to Canaccord Genuity (Australia) Limited (or its nominee/s);
- (b) the maximum number of Lead Manager Options to be issued is 26,603,966. The terms and conditions of the Lead Manager Options are set out in Schedule 1;

- (c) the Lead Manager Options will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that issue of the Lead Manager Options will occur on the same date;
- (d) the Lead Manager Options will be issued at a nil issue price, in consideration for lead manager services provided in connection with the Placement;
- (e) the purpose of the issue of the Lead Manager Options is to satisfy the Company's obligations under the Lead Manager Mandate;
- (f) the Lead Manager Options are being issued to Canaccord under the Lead Manager Mandate. A summary of the material terms of the Lead Manager Mandate is set out in Section 1.1; and
- (g) the Lead Manager Options are not being issued under, or to fund, a reverse takeover.

4. RESOLUTION 3 – APPROVAL TO ISSUE NEBARI WARRANTS – LISTING RULE 7.1

4.1 General

As set out above in Section 1.1, the Company has agreed to issue up to 80,328,290 Warrants to Nebari as part consideration under the terms of the Nebari Loan Agreement.

4.2 Listing Rule 7.1

As summarised in Section 2.2 above, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

The proposed issue of the Nebari Warrants does not fall within any of the exceptions set out in Listing Rule 7.2. While the issue does not exceed the 15% limit in Listing Rule 7.1 and can therefore be made without breaching that rule, the Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder approval pursuant to Listing Rule 7.1 so that it does not use up any of its 15% placement capacity under Listing Rule 7.1.

4.3 Technical information required by Listing Rule 14.1A

If Resolution 3 is passed, the Company will be able to proceed with the issue of the Nebari Warrants. In addition, the issue of the Nebari Warrants will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 3 is not passed, the issue of the Nebari Warrants can still proceed but it will reduce, to that extent, the Company's capacity to issue equity securities without Shareholder approval under Listing Rule 7.1 for 12 months following the issue. Resolution 3 seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of the Nebari Warrants.

4.4 Technical information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 3:

- (a) the Nebari Warrants will be issued to Nebari Natural Resources Credit Fund II LLP (or its nominee/s);
- (b) the maximum number of Nebari Warrants to be issued is 80,328,290. The terms and conditions of the Nebari Warrants are set out in Schedule 2;
- (c) the Nebari Warrants will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that issue of the Nebari Warrants will occur on the same date;
- (d) the issue price will be nil per Nebari Warrant. The Company will not receive any other consideration for the issue of the Nebari Warrants (other than in respect of funds received on exercise of the Warrants);
- (e) the purpose of the issue of the Nebari Warrants is to satisfy the Company's obligations under the Nebari Loan Agreement;
- (f) the Nebari Warrants are being issued to Nebari under the Nebari Loan Agreement. A summary of the material terms of the Nebari Loan Agreement is set out in Section 1.1.; and
- (g) the Nebari Warrants are not being issued under, or to fund, a reverse takeover.

5. RESOLUTION 4 – ISSUE OF PLACEMENT SHARES AND PLACEMENT OPTIONS TO DIRECTOR – JOHN FEATHERBY

5.1 General

As set out in Section 1.1 above, Non-Executive Director John Featherby wishes to participate in the Placement on the same terms as unrelated participants in the Placement (**JF Participation**).

Accordingly, Resolution 4 seeks Shareholder approval for the issue of up to 5,000,000 Placement Shares to John Featherby (or his nominee), together with one (1) Placement Option for every two (2) Placement Shares subscribed for and issued under the Placement (2,500,000 Placement Options), as a result of the JF Participation on the terms set out below.

5.2 Chapter 2E of the Corporations Act

For a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

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

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

The JF Participation will result in the issue of Placement Shares and Placement Options which constitutes giving a financial benefit and John Featherby is a related party of the Company by virtue of being a Director.

The Directors (other than John Featherby who has a material personal interest in the Resolution) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the JF Participation because the Shares and Options will be issued to John Featherby (or his nominee) on the same terms as Shares issued to non-related party participants in the Placement and as such the giving of the financial benefit is on arm's length terms.

5.3 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:

- 10.11.1 a related party;
- 10.11.2 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;
- 10.11.3 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;
- 10.11.4 an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3; or
- 10.11.5 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,

unless it obtains the approval of its shareholders.

The JF Participation falls within Listing Rule 10.11.1 and does not fall within any of the exceptions in Listing Rule 10.12. It therefore requires the approval of Shareholders under Listing Rule 10.11.

5.4 Technical information required by Listing Rule 14.1A

If Resolution 4 is passed, the Company will be able to proceed with the issue of the Placement Shares and Placement Options under the JF Participation within one month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules) and will raise additional funds which will be used in the manner set out in Section 1.1 above. As approval pursuant to Listing Rule 7.1 is not required for the issue of the Shares and Options in respect of the JF Participation (because approval is being obtained under Listing Rule 10.11), the issue of the Shares will not use up any of the Company's 15% annual placement capacity.

If Resolution 4 is not passed, the Company will not be able to proceed with the issue of the Shares and Options under the JF Participation and the Company will seek to reallocate the Shares under the JF Participation to non-related parties of the Company.

5.5 Technical Information required by Listing Rule 10.13

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in relation to Resolution 4:

- (a) the Placement Shares and Placement Options will be issued to John Featherby (or his nominee), who falls within the category set out in Listing Rule 10.11.1, as John Featherby is a related party of the Company by virtue of being a Director;
- (b) the maximum number of Placement Shares and Placement Options to be issued to John Featherby (or his nominee) is 5,000,000 Placement Shares and 2,500,000 Placement Options;
- (c) the Placement Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (d) the Placement Options will be issued to John Featherby (or his nominee) on the terms and conditions set out in Schedule 1;
- (e) the Placement Shares and Placement Options to be issued under the JF Participation will be issued no later than 1 month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is anticipated the Shares and Options will be issued on the same date;
- (f) the issue price will be \$0.04 per Placement Share, being the same issue price as Placement Shares issued to other participants in the Placement. The Company will not receive any other consideration for the issue of the Placement Shares to John Featherby;
- (g) the purpose of the issue of the Placement Shares and Placement Options is to raise up to a maximum of \$24,000,000. The Company intends to apply the funds raised from the issue towards the purposes set out in Section 1.1;
- (h) the issue price of the Placement Options will be nil as they will be issued free attaching with the Placement Shares on a 1:2 basis. The Company will not receive any other consideration for the issue of the Placement Options (other than in respect of funds received on exercise of the Placement Options);
- (i) the Shares to be issued under the JF Participation are not intended to remunerate or incentivise the Director;
- (j) the Placement Shares and Placement Options to be issued under the JF Participation are not being issued under an agreement; and
- (k) a voting exclusion statement is included in Resolution 4 of the Notice.

6. RESOLUTION 5 – ISSUE OF PLACEMENT SHARES AND PLACEMENT OPTIONS TO PROPOSED DIRECTOR – CLIVE DONNER

6.1 General

As set out in Section 1.1 above, Proposed Managing Director, Clive Donner, wishes to participate in the Placement on the same terms as unrelated participants in the Placement (**CD Participation**).

Accordingly, Resolution 5 seeks Shareholder approval for the issue of up to 12,500,000 Placement Shares to Clive Donner (or his nominee), together with one (1) Placement Option for every two (2) Placement Shares subscribed for and issued under the Placement (a total of 6,250,000 Placement Options) as a result of the CD Participation on the terms set out below.

6.2 Chapter 2E of the Corporations Act

A summary of Chapter 2E of the Corporations Act is set out in Section 5.2 above.

The CD Participation will result in the issue of Placement Shares and Placement Options which constitutes giving a financial benefit and Clive Donner, is a related party of the Company by virtue of being a proposed Director.

The Directors (other than Clive Donner who has a material personal interest in the Resolution) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the CD Participation because the Shares and Options will be issued to Clive Donner (or his nominee) on the same terms as Shares issued to non-related party participants in the Placement and as such the giving of the financial benefit is on arm's length terms.

6.3 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:

- 10.11.1 a related party;
- 10.11.2 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;
- 10.11.3 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;
- 10.11.4 an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3; or
- 10.11.5 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,

unless it obtains the approval of its shareholders.

The CD Participation falls within Listing Rule 10.11.1 and does not fall within any of the exceptions in Listing Rule 10.12. It therefore requires the approval of Shareholders under Listing Rule 10.11.

6.4 Technical information required by Listing Rule 14.1A

If Resolution 5 is passed, the Company will be able to proceed with the issue of the Placement Shares and Placement Options under the CD Participation within one month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules) and will raise additional funds which will be used in the manner set out in Section 1.1 above. As approval pursuant to Listing Rule 7.1 is not required for the issue of the Shares and Options in respect of the CD Participation (because approval is being obtained under Listing Rule 10.11), the issue of the Shares will not use up any of the Company's 15% annual placement capacity.

If Resolution 5 is not passed, the Company will not be able to proceed with the issue of the Shares and Options under the CD Participation and the Company will seek to reallocate the Shares under the CD Participation to non-related parties of the Company.

6.5 Technical Information required by Listing Rule 10.13

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in relation to Resolution 5:

- (a) the Placement Shares and Placement Options will be issued to Clive Donner (or his nominee), who falls within the category set out in Listing Rule 10.11.1, as Clive Donner is a related party of the Company by virtue of being a proposed Director;
- (b) the maximum number of Placement Shares and Placement Options to be issued to Clive Donner (or his nominee) is 12,500,000 Placement Shares and 6,250,000 Placement Options;
- (c) the Placement Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (d) the Placement Options will be issued to Clive Donner (or his nominee) on the terms and conditions set out in Schedule 1;
- (e) the Placement Shares and Placement Options to be issued under the CD Participation will be issued no later than 1 month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is anticipated the Shares and Options will be issued on the same date;
- (f) the issue price will be \$0.04 per Placement Share, being the same issue price as Placement Shares issued to other participants in the Placement. The Company will not receive any other consideration for the issue of the Placement Shares to Clive Donner;
- (g) the purpose of the issue of the Placement Shares and Placement Options is to raise up to a maximum of \$24,000,000. The Company intends to apply the funds raised from the issue towards the purposes set out in Section 1.1;
- (h) the issue price of the Placement Options will be nil as they will be issued free attaching with the Placement Shares on a 1:2 basis. The Company will not receive any other consideration for the issue of the Placement

Options (other than in respect of funds received on exercise of the Placement Options);

- (i) the Shares to be issued under the CD Participation are not intended to remunerate or incentivise the Director;
- (j) the Placement Shares and Placement Options to be issued under the CD Participation are not being issued under an agreement; and
- (k) a voting exclusion statement is included in Resolution 5 of the Notice.

7. RESOLUTION 6 – ISSUE OF PERFORMANCE RIGHTS TO PROPOSED DIRECTOR – CLIVE DONNER

7.1 General

Subject to Shareholder approval, the Board intends to issue to proposed Managing Director Clive Donner 66,326,400 Performance Rights pursuant to the Company's current Employee Securities Incentive Plan adopted at the Company's annual general meeting held on 31 May 2022.

As the Proposed Managing Director, subject to Shareholder approval being received for Resolution 6 of this Notice, Clive Donner will be offered a total of 66,326,400 Performance Rights, comprising:

- (a) 56,851,200 Performance Rights, which are intended to serve as a longer-term incentive for the successful delivery of the Nifty Strategy (as defined below) (**Business Incentive Performance Rights**). The Business Incentive Performance Rights will be granted in respect of the period commencing on the date of grant of the Business Incentive Performance Rights and ending on 30 June 2028 (**BI Performance Period**) and will vest and become exercisable into Shares subject to the performance milestones attaching to the Business Incentive Performance Rights (set out in Section 7.4 below) being met; and
- (b) 9,475,200 Performance Rights, which are intended to reward executive leadership for increased Shareholder returns, relative to the Company's peer competitors (Shareholder Reward Performance Rights). The 9,475,200 Shareholder Performance Rights, the subject of Resolution 6 represent the initial annual grant in respect of the period which commenced on 30 June 2023 and ends on 30 June 2024 (**FY23**). The annual grant of Shareholder Reward Performance Rights will be assessed across a 3 year measurement period. Shareholder Reward Performance Rights will be granted on an annual basis and shall be calculated on the 20-Day VWAP share price at the commencement of each annual grant, other than year 1, which shall be based on the Placement price of \$0.04. This annual award is set out in further detail below.

Further details in relation to the Business Incentive Performance Rights and the Shareholder Reward Performance Rights are set out in Sections 7.2 and 7.5 below.

7.2 Board process

The Board, in setting Clive Donner's total remuneration opportunity, has given due consideration to:

- (a) the skills and capability demonstrated, and contributions made, by Clive Donner to the Company during his short tenure as an executive through:
 - (i) the reset of the Nifty business plan and the potential impact on the Company's ability to fund its longer-term development options;
 - (ii) introducing and sourcing for the Company the Nebari Loan as a measure to ensure the Company has sufficient working capital to facilitate the reinstatement process;
 - (iii) facilitating the Placement the subject of Resolution 1 and assisting with identifying potential investors in the Placement; and
 - (iv) assisting and managing the Company's proposed reinstatement process,
- (b) the desire of Clive Donner to continue to be engaged as an executive and be leveraged to the long-term performance of the Company by being predominantly awarded in equity which is subject to Performance Milestones; and
- (c) the fixed remuneration on offer for the Managing Director, being at a level below the lowest level attributable to a pre producer stage company (based on the independent advisor's report). In this respect, the Company notes that Clive Donner's lower fixed total remuneration (relative to the Comparator Companies, as defined below) is reflective of the desire of Clive Donner to be leveraged to the long-term performance of the Company and therefore be largely awarded equity-based incentives, subject to the achievement of certain Performance Milestones.

The Board engaged an independent professional advisor who has experience in framing remuneration packages for senior executives in mining companies, including one with a similar composition to that of the Company. Together, the Board and its advisor first identified a group of comparator companies for the purposes of benchmarking remuneration for the Managing Director, in terms of amount and structure (**Comparator Companies**). Refer to Schedule 6 for a list of the Comparator Companies. The Company, in consultation with the independent remuneration advisor, will continue to assess the appropriateness of the Comparator Companies throughout the BI Incentive Period.

The Board, in conjunction with the assistance of its advisor, then conducted a review of its market position for the Managing Director, which included examination of common practice within Comparator Companies and input from professional investors. This said, the Board was very conscious of the unique qualities of Clive Donner and felt his energy and entrepreneurial skills could be distinguished from other senior executives occupying executive positions within the Comparator Companies.

Following this analysis, the Board proposed Clive Donner's total annual remuneration package for FY23 for Clive Donner to be \$1,447,020, comprising a

salary of \$450,000, a superannuation payment of \$49,500 and share-based payments of \$947,520 (being the total value of the Business Plan Performance Rights and the value of the Shareholder Return Performance Rights for FY23). The total value of Business Incentive Performance Rights to be measured over the 5-year BI Incentive Period is \$2,274,048.

The Board believes this mix of remuneration is appropriate for the Company's stage of development and its proposed business strategy, conserves cash and is in the best interests of Shareholders. No further Business Incentive Performance Rights will be issued to Clive Donner whilst Performance Milestones 1A, 1B, 2A and 2B (set out below) attaching to the Business Incentive Performance Rights remain outstanding during the BI Performance Period (defined below).

7.3 Remuneration package

Clive Donner's fees per annum (including superannuation) as proposed Managing Director of the Company and the value of Clive Donner's incentives that may be granted (subject to Resolution 6 being passed) are as set out in the table below:

Director	Fees per annum for financial year ending 30 June 2024 (\$)	Maximum value of Shareholder Return Performance Rights	Maximum value of Business Plan Performance Rights	Total
Clive Donner	\$499,500 ¹	\$379,008 ²	\$2,274,048 ^{3,4}	\$3,152,556

Notes:

1. Clive Donner's per annum fixed remuneration is \$499,500 (including superannuation). This is subject to annual review by the Board.
2. This represents the value of the 9,475,200 Shareholder Reward Performance Rights being issued to Clive Donner in respect of FY23, which will be granted subject to Shareholder approval being received for Resolution 6.
3. The grant of the Business Incentive Performance Rights is subject to Resolution 6 being passed and subject to various conditions, as set out in Section 7.4. Note that the value attributable to Business Incentive Performance Rights noted above assumes that 100% of the Business Incentive Performance Rights vest and become exercisable into Shares after the BI Performance Period. There is no guarantee that this will occur and Clive Donner's score (based on the Performance Milestones set out in Section 7.4) will range between 0 and 100.
4. The Business Incentive Performance Rights are measured over a 5-year period. As stated above, no further Business Incentive Performance Rights will be issued to Clive Donner whilst Performance Milestones 1A, 1B, 2A and 2B (set out below) attaching to the Business Incentive Performance Rights remain outstanding during the BI Performance Period.
5. Further details of Clive Donner's remuneration for FY23 will be set out in the Company's annual report. Further, details of Clive Donner's remuneration for the years over which the Performance Rights will be measured will be included in the Company's financial reports for these periods.

7.4 Business Incentive Performance Rights

The Company has recently announced a strategy to restart operations at its Nifty Project (**Nifty Strategy**). By way of summary:

- (a) the Nifty Strategy involves restarting the Nifty Project, with lower capital intensity and risk by developing a large-scale open pit mine utilising its significant sunk capital infrastructure;

- (b) at first instance, the Nifty Strategy involves completing a scoping study which will lead to detailed open pit life of mine study. This is intended to demonstrate the economic metrics of the larger scale open pit mine;
- (c) the Company has substantial infrastructure in place to treat both oxide and sulphide inventory (as part of the Nifty Strategy); and
- (d) Board changes are occurring (including the proposed appointment of Clive Donner as Managing Director) and a capital raising is being conducted simultaneously with the Nifty Strategy and the Company's proposed reinstatement to ASX (as previously announced).

Following Reinstatement, the Company intends to implement the Nifty Strategy. Refer to page 3 (specifically the section titled 'Nifty Strategy') of the announcement made on the Company's ASX platform on 12 July 2023 for further details regarding the proposed Nifty Strategy.

The Company has established a 'business incentive plan' to incentivise, retain and reward management for successfully achieving the Nifty Strategy over a 5-year period (**Business Incentive Plan**). In recognition of the fact that, as Managing Director of the Company, Clive Donner will play a key role in delivering this Business Incentive Plan, Clive Donner will be issued 56,851,200 Business Plan Performance Rights, subject to the achievement of certain performance milestones (**Performance Milestones**) each of which will contribute towards successful implementation of the Nifty Strategy.

Based on the Performance Milestones set out below, Clive Donner will be given a score out of 100. That score, together with the maximum number of Business Incentive Performance Rights to which Clive Donner is entitled (being 56,851,200) will determine the number of Business Incentive Performance Rights that vest and become exercisable into Shares by Clive Donner.

#	Business Incentive Performance Milestone	Category Weighting	Performance Rights
1	Funding Close		
1A	Achievement of a final integrated life of mine (LOM) business plan for the redevelopment of the Nifty Project, based on the development of an open pit mine, approved by the Board ¹	10%	5,685,120
1B	Financial close of debt and equity capital sufficient to fund the initial development of the LOM business plan for the Nifty Project (as determined by the LOM business plan) ²	30%	17,055,360
	Sub-Total	40%	22,740,480
2	Copper Production		
2A	First copper production as per the Board approved integrated LOM business plan at the Nifty Project	5%	2,842,560
2B	Production of 10,000 tonnes of copper at the Nifty Project	5%	2,842,560
2C	Quarterly copper production at the Nifty Project an annualised rate exceeding 20,000 tonnes p.a.	10%	5,685,120

#	Business Incentive Performance Milestone	Category Weighting	Performance Rights
2D	Quarterly copper production at the Nifty Project an annualised rate exceeding 30,000 tonnes p.a.	15%	8,527,680
2E	Publish a Sustainability Report	5%	2,842,560
	Sub-Total	40%	22,740,480
3	Mineral Reserve and Resource Growth		
3A	Announcement of mineral reserves of 400,000 tonnes contained copper metal	10%	5,685,120
3B	Announcement of mineral resources of 2.0mt contained copper equivalent metal	10%	5,685,120
	Sub-Total	20%	11,370,240
		100%	56,851,200

Notes:

1. Refer above to pages 21 - 22 for a summary of the Nifty Strategy.
2. The LOM business plan referred to at Milestone 1A will determine the amount of debt and equity capital sufficient to fund the initial development of the LOM business plan, as well as the appropriate split between debt and equity (or additional forms of capital). This will depend on the availability in the market at the relevant time and will be subject to approval by the Board.

Subject to and conditional on the passing of Resolution 6, the Company will invite Clive Donner to apply for 56,851,200 Business Incentive Performance Rights. Following receipt of a valid application, the Company will endeavour to issue the Business Incentive Performance Rights to Clive Donner within 30 days. The proportion of Business Incentive Performance Rights which will vest will depend upon Clive Donner's score out of 100. By way of example, if Clive Donner was to obtain a score of 0.70 (i.e. 70%), the proportion of Business Incentive Performance Rights that would vest would be 39,795,840. The full terms and conditions of the Business Incentive Performance Rights are set out in Schedule 3, and the Employee Securities Incentive Plan (the terms of which the Business Incentive Performance Rights will otherwise be issued in accordance with) are summarised in Schedule 5.

Achievement of the above Performance Milestones will be measured over the 5-year BI Performance Period, providing the Company with a retention mechanism for Clive Donner over the BI Incentive Period.

As set out in the terms and conditions in Schedule 3 of this Notice, vesting of any Business Incentive Performance Rights is also subject to a minimum service condition, being that Clive Donner must be engaged by the Company for a period of at least three (3) years from the date of issue of the Business Incentive Performance Rights (**Minimum Service Condition**). Upon satisfaction of any milestones met prior to the Minimum Service Condition, the Performance Rights relating to those milestones will vest and be subject to escrow by the Board for a period of 3 years less that period Mr Donner has been engaged by the Company (**Escrow Period**). Following this period, the vested Performance Rights on issue to Mr Donner (in respect of which the corresponding Performance Milestones have been met) will vest and be able to be converted into Shares. As provided for in the terms and conditions of the Employee Securities Incentive

Plan, the Board has discretion to waive any vesting conditions applicable to the Performance Rights. In circumstances where Mr Donner ceases to be an eligible participant under the Employee Securities Incentive Plan prior to the Minimum Service Condition being met and is considered by the Board (acting in good faith) to be a good leaver, the Minimum Service Condition may be waived by the Board (acting reasonably) and by reference to the length of service of Mr Donner. In this instance, the Board may determine that a percentage of the Performance Rights remain on issue, subject to the terms and conditions of the Business Incentive Performance Rights (including any applicable and remaining Performance Milestones). In these circumstances, any Business Incentive Performance Rights that the Board determines appropriate to remain on issue will, upon satisfaction of any Performance Milestones met, vest and be able to be converted into Shares (and will be subject to the Escrow Period).

7.5 Shareholder Reward Performance Rights

The Company has established a 'shareholder reward plan' to incentivise, retain and reward management for achieving increased Shareholder returns relative to the Company's market competitors (**Shareholder Returns Plan**). Under the Shareholder Returns Plan, Clive Donner will, on an annual basis subject to Shareholder approval, be issued Shareholder Return Performance Rights equal to a fixed percentage (76%) of his annual remuneration for the Relevant Financial year, calculated on a 20-Day VWAP of the share price at the beginning of each annual year. For FY23, Clive Donner will be issued 9,475,200 Performance Rights to the value of \$379,008 (being Clive Donner's fixed remuneration (\$499,500) x 0.76).

The specific number of Shareholder Return Performance Rights for which approval will be sought in future years will be dependent upon Clive Donner's fixed annual remuneration for that relevant financial year (which is subject to ongoing review) and will be specified in the relevant notices of meeting at the time the Company seeks approval for the issues.

The Shareholder Return Performance Rights will be assessed from a starting point of \$0.04 (being the issue price of the Placement Shares in Resolution 1) and across the period which commenced on 30 June 2023 and ends on 30 June 2026 (**SR Measurement Period**). The number of Shareholder Return Performance Rights that vest and become exercisable into Shares will be assessed by the appreciation in the Company's Share price in comparison to peer Comparator Companies over the SR Measurement Period, with reference to the percentile of the Comparator Companies which the Company's Share price sits. For example, if the Company's Share price sits below the 50th percentile of the Comparator Companies at the conclusion of the SR Measurement Period, then no Performance Rights will vest. If the Company's Share price sits at the 50th percentile of the Comparator Companies, then 50% of the Performance Rights will vest, and if the Company's Share price sits at the 75th percentile of the Comparator Companies, then 100% of the Performance Rights will vest, with straight line pro rata vesting in between the 50th and 75th percentiles.

Company Performance Relative to Comparator Companies ¹	Percentile	Number of Performance Rights
Below 50 th percentile	Nil	-
50 th to 75 th percentile – straight line pro-rata	50% - 100%	4,737,600 – 9,475,200
Above 75 th percentile	100%	9,475,200

The full terms and conditions of the Shareholder Return Performance Rights are set out in Schedule 4 of this Notice.

7.6 Chapter 2E of the Corporations Act

A summary of Chapter 2E of the Corporations Act is set out in Section 5.2 above.

The issue of the Performance Rights to Clive Donner (or his nominee) constitutes giving a financial benefit and Clive Donner is a related party of the Company by virtue of being a proposed Director.

The Directors consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of Performance Rights, because the issue of Incentive Performance Rights constitutes reasonable remuneration payable to Clive Donner as a proposed Director.

7.7 Listing Rule 10.14

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

10.14.1 a director of the entity;

10.14.2 an associate of a director of the entity; or

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

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

Resolution 6 seeks the required Shareholder approval for the issue of the Performance Rights under and for the purposes of Chapter 2E of the Corporations Act and Listing Rule 10.14.

7.8 Technical information required by Listing Rule 14.1A

If Resolution 6 is passed, the Company will be able to proceed with the issue of the Business Incentive Performance Rights and Shareholder Return Performance Rights to Clive Donner under the Employee Incentive Securities Plan within three years after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules). As approval pursuant to Listing Rule 7.1 is not required for the issue of the Shareholder Return Performance Rights (because approval is being obtained under Listing Rule 10.14), the issue of the Business Incentive Performance Rights and Shareholder Return Performance Rights will not use up any of the Company's 15% annual placement capacity.

If Resolution 6 is not passed, the Company will not be able to proceed with the issue of the Business Incentive Performance Rights and Shareholder Return Performance Rights to Clive Donner under the Employee Incentive Securities Plan and will need to consider alternative ways of rewarding and incentivising Clive Donner for Performance Rights for which approval was not obtained, including by way of cash payment.

The Board recommends that Shareholders vote in favour of Resolution 6. The Chair intends to vote all available proxies in favour of Resolution 6. A voting

exclusion statement and voting prohibition statement is included in Resolution 6 of the Notice.

7.9 Technical information required by Listing Rule 10.15

Pursuant to and in accordance with the requirements of Listing Rule 10.15, the following information is provided in relation to Resolution 6:

- (a) the Business Plan Performance Rights and Shareholder Return Performance Rights will be issued to Clive Donner (or his nominee), who falls within the category set out in Listing Rule 10.14.1, by virtue of Clive Donner being a proposed Director;
- (b) the maximum number of Performance Rights to be issued to Clive Donner is 66,236,400, comprising:
 - (i) 56,851,200 Business Plan Performance Rights. The specific number of Shares that will be issued to Clive Donner upon conversion of the 56,851,200 Business Plan Performance Rights will be dependent upon achievement of the Performance Milestones set out in Section 7.4, however will not exceed 56,851,200; and
 - (ii) 9,475,200 Shareholder Return Performance Rights. The specific number of Shares that will be issued to Clive Donner upon conversion of the 9,475,200 Shareholder Return Performance Rights will be dependent upon achievement of the Performance Milestones set out in Section 7.5, however will not exceed 9,475,200.
- (c) the proposed annual remuneration package for FY23 for Clive Donner is \$1,447,020, comprising a directors' fee/salary of \$450,000, a superannuation payment of \$49,500 and share-based payments of \$947,520 (being the total value of the Business Plan Performance Rights and the value of the Shareholder Return Performance Rights for FY23). The total value of Business Incentive Performance Rights to be measured over the 5-year BI Incentive Period is \$2,274,048;
- (d) no Performance Rights have previously been issued to Clive Donner under the Employee Securities Incentive Plan;
- (e) a summary of the material terms and conditions of the Business Plan Performance Rights and the Shareholder Return Performance Rights are set out in Schedules 3 and 4, respectively;
- (f) a summary of the material terms and conditions of the Employee Securities Incentive Plan is set out in Schedule 5;
- (g) the Performance Rights are unquoted Performance Rights. The Company has chosen to grant the Incentive Performance Rights to Clive Donner for the following reasons including:
 - (i) the reset of the Nifty business plan and the potential impact on the Company's ability to fund its longer-term development options;

- (ii) his capability and his contributions to introducing and closing for the Company the Nebari Loan, and facilitating the Placement and the Company's reinstatement process;
 - (iii) the Performance Rights are unquoted, therefore the grant of the Performance Rights has no immediate dilutionary impact on Shareholders;
 - (iv) the Company, in consultation with its remuneration advisor, considers the total fixed remuneration component for Clive Donner to be below the minimum level of the peer group Comparator Companies for his skill and experience. In this respect, the Company notes that the lower relative fixed total remuneration is reflective of the desire of Clive Donner to be leveraged to the long-term performance of the Company and therefore be largely awarded equity-based incentives, subject to the achievement of certain Performance Milestones;
 - (v) the issue of Performance Rights to Clive Donner will align the interests of Clive Donner with those of Shareholders;
 - (vi) the issue of the Performance Rights is a reasonable and appropriate method to provide cost effective remuneration as the non-cash form of this benefit will allow the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to Clive Donner; and
 - (vii) it is not considered that there are any significant opportunity costs to the Company or benefits foregone by the Company in granting the Performance Rights on the terms proposed;
- (h) the Company values the Performance Rights at \$2,653,056 (being \$0.04 per Performance Right) based on the Black-Scholes methodology;
 - (i) the Performance Rights will be issued to Clive Donner (or his nominee) no later than 3 years after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules) and it is anticipated the Performance Rights will be issued on one date;
 - (j) the issue price of the Performance Rights will be nil, as such no funds will be raised from the issue of the Performance Rights;
 - (k) no loan is being made to Clive Donner in connection with the acquisition of the Performance Rights;
 - (l) details of any Performance Rights issued under the Employee Securities Incentive Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14; and
 - (m) any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Performance Rights under the Employee Securities Incentive Plan after Resolution 6 is approved and who were not named in this Notice will not participate until approval is obtained under Listing Rule 10.14.

8. RESOLUTION 7 – APPROVAL OF POTENTIAL TERMINATION BENEFITS TO CLIVE DONNER UNDER THE EMPLOYEE SECURITIES INCENTIVE PLAN

8.1 General

Resolution 7 seeks Shareholder approval in accordance with Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act), Listing Rule 10.19 for the Company to give certain termination benefits to Clive Donner in connection with him ceasing to be an officer of, or ceasing to hold a managerial or executive office in, the Company or a related body corporate.

The benefits for which approval is being sought under Resolution 7 include the benefits that may result from automatic/accelerated vesting of Performance Rights or from the Board exercising discretions conferred under the Plan in relation to the Performance Rights (together, the **Potential Termination Benefits**).

8.2 Section 200B of the Corporations Act

The Corporations Act restricts the benefits which can be given to individuals who hold a managerial or executive office (as defined in the Corporations Act) in connection with the retirement from their position in the Company or its related bodies corporate.

In accordance with section 200B of the Corporations Act, to give a benefit in connection with a relevant person's retirement from an office, the Company must, subject to various exceptions, obtain the approval of Shareholders in the manner set out in section 200E of the Corporations Act.

As stated above in Section 8.1, approval for the Potential Termination Benefits is being sought under Resolution 7, which includes the benefits that may result from automatic/accelerated vesting of Performance Rights or from the Board exercising discretions conferred under the Plan in relation to the Performance Rights.

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

The following additional information is provided for the purposes of obtaining Shareholder approval in respect of the Potential Termination Benefits payable to Clive Donner for the purposes of section 200E of the Corporations Act.

The amount or value of the benefit which may arise in connection with Clive Donner's 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 or engagement with the Company;
- (b) the outstanding conditions (if any) of vesting of the Performance Rights and the number that the Board determines to (or which automatically) vest, lapse or leave on foot;
- (c) the applicable performance measures and the achievement of such measures (and the personal performance of Clive Donner), including those measures set out in Section 7.3 which determine Clive Donner's score;

- (d) the portion of the relevant Performance Rights that have expired at the time Clive Donner 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) any other factors that the Board determines to be relevant when exercising its discretion to provide potential termination benefits to Clive Donner;
- (h) the market price of the Company's Shares on ASX at the relevant time when the amount or value of the Performance Rights is determined;
- (i) any changes in law; and
- (j) the risk-free rate of return in Australia and the estimated volatility of the Company's Shares on ASX at the relevant time.

The Company will likely calculate the value of the benefit at the relevant time based on the above factors and using the fair market value to value the Performance Rights.

As set out in the terms and conditions in Schedule 3 of this Notice, vesting of any Business Incentive Performance Rights is also subject to a minimum service condition, being that Clive Donner must be engaged by the Company for a period of at least three (3) years from the date of issue of the Business Incentive Performance Rights (**Minimum Service Condition**). Upon satisfaction of any milestones met prior to the Minimum Service Condition, the Performance Rights relating to those milestones will vest and be subject to escrow by the Board for a period of 3 years less that period Mr Donner has been engaged by the Company (**Escrow Period**). Following this period, the vested Performance Rights on issue to Mr Donner (in respect of which the corresponding Performance Milestones have been met) will vest and be able to be converted into Shares. As provided for in the terms and conditions of the Employee Securities Incentive Plan, the Board has discretion to waive any vesting conditions applicable to the Performance Rights. In circumstances where Mr Donner ceases to be an eligible participant under the Employee Securities Incentive Plan prior to the Minimum Service Condition being met and is considered by the Board (acting in good faith) to be a good leaver, the Minimum Service Condition may be waived by the Board (acting reasonably) and by reference to the length of service of Mr Donner. In this instance, the Board may determine that a percentage of the Performance Rights remain on issue, subject to the terms and conditions of the Business Incentive Performance Rights (including any applicable and remaining Performance Milestones). In these circumstances, any Business Incentive Performance Rights that the Board determines appropriate to remain on issue will, upon satisfaction of any Performance Milestones met, vest and be able to be converted into Shares (and will be subject to the Escrow Period).

8.4 Listing Rule 10.19

Listing Rule 10.19 provides that without approval of shareholders, an entity must ensure that no officer of the entity or any of its child entities will be, or may be, entitled to termination benefits if the value of those benefits and the termination benefits that may become payable to all officers together exceed 5% of the equity interests of the entity as set out in the latest accounts given to ASX under

the Listing Rules. For the purpose of the Listing Rules, termination benefits include payments, property and advantages that are receivable on termination of employment, engagement or office, except those from any superannuation or provident fund and those required by law to be made.

Depending upon the value of the Potential Termination Benefits, and the equity interests of the Company at the time such benefits may crystallise, it is uncertain if the value of the Potential Termination Benefits the subject of Resolution 7 would exceed this 5% threshold. Shareholder approval is being sought under Listing Rule 10.19 in order to give the Company flexibility, in case the value of the Potential Termination Benefits exceeds this 5% threshold.

Events and circumstances that will, or are likely to affect the calculation of that amount or value include those factors set out above in Section 8.3.

In the event of such Potential Termination Benefits crystallising to Clive Donner, the Company will comply with the requirements of Listing Rule 10.19.

8.5 Listing Rule 14.1A

If Resolution 7 is approved at the Meeting, Clive Donner will be entitled to be paid the Potential Termination Benefits.

If Resolution 7 is not approved at the Meeting, Clive Donner will not be entitled to be paid any Potential Termination Benefits, unless they fall within an exception under the Corporations Act or do not breach the threshold set in Listing Rule 10.19.

The Board recommends that Shareholders vote in favour of Resolution 7. The Chair intends to vote all available proxies in favour of Resolution 7. A voting exclusion statement and voting prohibition statement is included in Resolution 7 of the Notice.

GLOSSARY

\$ means Australian dollars.

ASIC means the Australian Securities & Investments Commission.

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

Board means the current board of directors of the Company.

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

Business Plan Performance Rights means the Performance Rights to be issued to Clive Donner subject to the terms and conditions set out in Schedule 3.

Chair means the chair of the Meeting.

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

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

Company means Cyprum Metals Limited (ACN 002 678 640).

Constitution means the Company's constitution.

Convertible Note means a convertible note in the Company.

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

Directors means the current directors of the Company.

Explanatory Statement means the explanatory statement accompanying the Notice.

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

Lead Manager means Canaccord Genuity (Australia) Limited (ACN 075 071 466).

Lead Manager Mandate has the meaning given in Section 1.1.

Lead Manager Options has the meaning given in Section 1.1

Listing Rules means the Listing Rules of ASX.

Meeting means the meeting convened by the Notice.

Nebari means Nebari Resources Credit Fund II LLP.

Nebari Loan Agreement has the meaning given in Section 1.1

Nebari Warrants has the meaning given in Section 1.1

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

Option means an option to acquire a Share.

Optionholder means a holder of an Option.

Performance Rights means rights to acquire Shares in the Company, subject to the achievement of certain performance milestones.

Participation has the meaning given in Section 5 or Section 6 (as the context requires)

Placement has the meaning given in Section 1.1.

Placement Options has the meaning given in Section 1.1.

Placement Participants means subscribers under the Placement as detailed in Section 1.1.

Placement Shares has the meaning given in Section 1.1.

Prospectus has the meaning given in Section 1.1.

Proxy Form means the proxy form accompanying the Notice.

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

Rights Issue has the meaning given in Section 1.1.

Rights Issue Shares has the meaning given in Section 1.1.

Section means a section of the Explanatory Statement.

Securities means any securities in the Company, including Shares, Options, Convertible Notes, Warrants and Performance Rights.

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

Shareholder means a registered holder of a Share.

Shareholder Return Performance Rights means the Performance Rights to be issued to Clive Donner subject to the terms and conditions set out in Schedule 4.

Warrant means a warrant to acquire a Share.

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

SCHEDULE 1 - TERMS OF PLACEMENT AND LEAD MANAGER OPTIONS

(a) **Entitlement**

Each Option entitles the holder to subscribe for one Share upon exercise of the Option.

(b) **Exercise Price**

Subject to paragraph (i), the amount payable upon exercise of each Option will be \$0.06 (**Exercise Price**).

(c) **Expiry Date**

Each Option will expire at 5:00 pm (WST) on 31 December 2024 (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) **Exercise Period**

The Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

(e) **Notice of Exercise**

The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) **Exercise Date**

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

(g) **Timing of issue of Shares on exercise**

Within five Business Days after the Exercise Date, the Company will:

- (i) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

If a notice delivered under (ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company

must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(h) **Shares issued on exercise**

Shares issued on exercise of the Options rank equally with the then issued shares of the Company.

(i) **Reconstruction of capital**

If at any time the issued capital of the Company is reconstructed, all rights of an Optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

(j) **Participation in new issues**

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.

(k) **Change in exercise price**

An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.

(l) **Transferability**

The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

SCHEDULE 2 - TERMS OF NEBARI WARRANTS

(a) **Entitlement**

Each Warrant entitles the Warrant Holder to subscribe for one Share in the Company upon exercise.

(b) **Warrant Issue Date and Exercise Price**

Each Warrant will have an issue date (**Warrant Issue Date**) and exercise price (**Exercise Price**) as follows:

(i) if both the Capital Raising completes and the conditions in clause 2.1 of the warrant deed entered into between the Company and Nebari on 15 June 2023 (**Warrant Deed**) are satisfied or waived within six months of the Closing Date:

(A) the Warrant Issue Date will be the date of completion of the Equity Raise or the date of the satisfaction or waiver of the conditions in clause 2.1 (whichever is later); and

(B) the Exercise Price will be calculated as a premium to the minimum share price of the Equity Raise, with such premium being the lower of: (i) 20%; and (ii) the minimum premium of the exercise price of any warrants associated with the Equity Raise.

(ii) if either the Capital Raising does not complete or the conditions in clause 2.1 of the Warrant Deed are not satisfied or waived within six months of the Closing Date:

(A) the Warrant Issue Date will be as soon as practicable following the conditions in clause 2.1 of the Warrant Deed being satisfied or waived; and

(B) the Exercise Price will be A\$0.088.

(c) **Vesting**

Each Warrant will vest and become immediately exercisable on the Warrant Issue Date.

(d) **Expiry**

Each Warrant will expire on the date that is two years after the Warrant Issue Date (**Expiry Date**).

(e) **Exercise Period**

Each Warrant is exercisable at any time after the Warrant Issue Date and before 5.00pm (Sydney time) on the Expiry Date (**Exercise Period**).

(f) **Exercise Notice**

The Warrants may be exercised (including on a partial basis but in no more than 6 tranches) during the Exercise Period by the Warrant Holder:

- (i) delivering a notice in writing to the Company in accordance with and in the form set out in Schedule 2 of the Warrant Deed (Exercise Notice); and
- (ii) paying the Exercise Price to an account nominated by the Company (in Same Day Funds and in Australian dollars) for each Warrant being exercised on any date during the Exercise Period.

If any Exercise Notice is received, or the payment required for that exercise is received, by the Company after 5.00pm (Sydney time) on any day, then the Warrants the subject of that notice will be deemed exercised on the immediately following calendar day.

(g) **Shares issued on exercise**

The shares issued by the Company upon the exercise of the Warrants must rank equally with the ordinary shares of the Company at the time of issue and will be issued as fully paid.

(h) **Quotation of shares**

For so long as the Company is admitted to the official list of the ASX, the Company will apply to the ASX for official quotation of the shares issued upon the exercise of the Warrants in accordance with paragraph (g) above.

(i) **Timing of issue of shares and quotation of shares on exercise**

Within 2 Business Days after:

- (i) receipt of an Exercise Notice given in accordance with these terms and conditions; and
- (ii) receipt of payment by the Company of the Exercise Price in accordance with these terms and conditions for each Warrant being exercised,

the Company must:

- (i) allot and issue the shares pursuant to the exercise of the Warrants, and give to the Warrant Holder a confirmation of ownership of that number of shares;
- (ii) apply for official quotation of the shares issued pursuant to the exercise of the Warrants on the ASX; and
- (iii) issue a replacement Warrant Certificate to the Warrant Holder for the balance of any unexercised Warrants.

(j) **Provision of notices**

The Company must:

- (i) give ASX a notice that complies with section 708A(5)(e) of the Corporations Act within 5 Business Days after the issue of any shares pursuant to the exercise of any Warrants or, if the Company is not able to give a notice that complies with section 708A(5)(e) of the Corporations Act, lodge a prospectus with ASIC in compliance with section 708A(11) of the Corporations Act no later than 20 Business Days following issue of any shares pursuant to the exercise of any Warrants; and
- (ii) within the time periods prescribed by the ASX Listing Rules and the Corporations Act, provide all other notices to ASX required to be provided in connection with the exercise of any Warrants.

(k) **Participation in new issues**

The Warrants do not confer the right to participate in (or an entitlement to) new issues of ordinary shares in the Company.

(l) **Adjustment for bonus issues of shares**

If the Company makes a bonus issue of shares to the existing shareholders of the Company (other than an issue in lieu or in satisfaction, of dividends or by way of dividend reinvestment):

- (i) the number of shares which must be issued on the exercise of a Warrant will be increased by the number of shares which the Warrant Holder would have received if the Warrant Holder had exercised the Warrant before the record date for the bonus issue; and
- (ii) no change will be made to the Exercise Price.

(m) **Adjustments for reorganisation**

If there is any reorganisation of the issued share capital of the Company, the rights of the Warrant Holder must be varied so that the Warrants are treated in accordance with the principles set out in ASX Listing Rule 7.22.

(n) **Quotation of Warrants**

No application for quotation of the Warrants will be made by the Company.

(o) **Warrants not transferable**

The Warrants may not be transferred, assigned or sold by the Warrant Holder.

(p) **Terms in accordance with ASX Listing Rules**

While the Company is admitted to the ASX, these terms shall only be amended in accordance with the ASX Listing Rules.

(q) **Governing law**

These terms and the Warrants are governed by the laws of Western Australia.

SCHEDULE 3 - TERMS OF BUSINESS INCENTIVE PERFORMANCE RIGHTS

(a) **Entitlement**

Subject to paragraph (d), each Performance Right will, as soon as reasonably practicable, convert into one (1) Share.

(b) **Performance Period**

The period between:

- (i) the date on which the Business Incentive Performance Rights are granted; and
- (ii) 30 June 2028.

(c) **Vesting Date**

The Performance Rights will vest once the Board, in its absolute discretion, determines, as soon as practicable after the Performance Period, Clive Donner's score in accordance with the Vesting Conditions (set out below) (**Vesting Date**).

(d) **Vesting Conditions:**

Clive Donner must meet the following vesting conditions for any Performance Rights to vest (**Vesting Conditions**):

- (i) **Service Condition:** Clive Donner must be engaged by the Company from the date on which the Performance Rights are issued until the date which is three (3) years from the date of issue of the Performance Rights; and
- (ii) **Performance Milestones:**

#	Business Incentive Performance Milestone	Category Weighting	Performance Rights
1	Funding Close		
1A	Achievement of a final integrated life of mine (LOM) business plan for the redevelopment of the Nifty Project, based on the development of an open pit mine, approved by the Board	10%	5,685,120
1B	Financial close of debt and equity capital sufficient to fund the initial development of the LOM business plan for the Nifty Project (as determined by the LOM business plan)	30%	17,055,360
	Sub-Total	40%	22,740,480

2	Copper Production		
2A	First copper production as per the Board approved integrated LOM business plan at the Nifty Project	5%	2,842,560
2B	Production of 10,000 tonnes of copper at the Nifty Project	5%	2,842,560
2C	Quarterly copper production at the Nifty Project an annualised rate exceeding 20,000 tonnes p.a.	10%	5,685,120
2D	Quarterly copper production at the Nifty Project an annualised rate exceeding 30,000 tonnes p.a.	15%	8,527,680
2E	Publish a Sustainability Report	5%	2,842,560
	Sub-Total	40%	22,740,480
3	Mineral Reserve and Resource Growth		
3A	Announcement of mineral reserves of 400,000 tonnes contained copper metal	10%	5,685,120
3B	Announcement of mineral resources of 2.0mt contained copper equivalent metal	10%	5,685,120
	Sub-Total	20%	11,370,240
		100%	56,851,200

The Vesting Conditions will be measured over the Performance Period.

The Board's rationale for assessing performance and determining these vesting outcomes will be clearly articulated following completion of the performance period.

(e) **Expiry Date**

The Performance Rights must be exercised within 5 years from the date of issue (**Expiry Date**).

(f) **Notification to holder**

The Company shall notify the holder in writing when the relevant Vesting Condition has been met.

(g) **Conversion on change of control**

Subject to paragraph (f) below and notwithstanding the relevant Milestone has not been satisfied, upon the occurrence of either:

- (i) a takeover bid under Chapter 6 of the *Corporations Act 2001* (Cth) having been made in respect of the Company having received acceptances for more than 50% of the Company's Shares on issue and being declared unconditional by the bidder; or

- (ii) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies,

then, to the extent Performance Rights have not converted into Shares due to satisfaction of the Milestones, Performance Rights will accelerate vesting conditions and will automatically convert into Shares on a one-for-one basis.

(h) **Lapse of a Performance Right**

Any Performance Right that has not been converted into a Share prior to the Expiry Date specified in paragraph (e) will automatically lapse. For the avoidance of doubt, a Performance Right will not lapse in the event a relevant Milestone is met before the Expiry Date and the Shares the subject of a conversion are deferred in accordance with paragraph (t) below.

(i) **Fraudulent or dishonest action**

If a holder ceases to be an employee or Director of the Company or one of its subsidiaries in circumstances where the cessation or termination is specifically referenced to the holder having been found to have acted fraudulently or dishonestly in the performance of his or her duties, then:

- (i) the Board must deem any Performance Rights of the holder to have immediately lapsed and be forfeited; and
- (ii) any Performance Rights that have vested will continue in existence in accordance with their terms of issue only if the relevant Milestone has previously been met, and any Shares issued on satisfaction of the applicable Milestone will remain the property of the holder.

(j) **Ceasing to be an employee or Director**

If a holder ceases to be an employee or Director of the Company or its subsidiaries in circumstances where the cessation or termination arises because the holder:

- (i) voluntarily resigns his or her position (other than to take up employment with a subsidiary of the Company);
- (iii) wilfully breaches the terms of the engagement of the holder or any policy of the Company's published policies regulating the behaviour of holder;
- (iv) is convicted of a criminal offence which, in the reasonable opinion of the Company, might tend to injure the reputation or the business of the Company; or
- (v) is found guilty of a breach of the Corporations Act and the Board considers that it brings the holder or the Company into disrepute,

then:

- (i) unless the Board decides otherwise in its absolute discretion, will deem any Performance Rights of the holder to have immediately lapsed and be forfeited; or

- (ii) any Performance Rights that have vested will continue in existence in accordance with their terms of issue only if the relevant Milestone has previously been met and any Shares issued on satisfaction of the applicable Milestone will remain the property of the holder.

(k) **Other circumstances**

The Performance Rights will not lapse and be forfeited where the holder ceases to be an employee or Director of the Company for one of the following reasons:

- (i) death or total permanent disability (in respect of total permanent disability being that because of a sickness or injury, the holder is unable to work in his or her own or any occupation for which they are suited by training, education, or experience for a period beyond one year);
- (ii) redundancy (being where the holder ceases to be an employee or Director due to the Company no longer requiring the holder's position to be performed by any person); or
- (iii) any other reason, other than a reason listed in paragraph (i) or (j), that the Board determines is reasonable to permit the holder to retain his Performance Rights,

and in those circumstances the Performance Rights will continue to be subject to the applicable Milestone.

(l) **Share ranking**

All Shares issued upon the conversion of Performance Rights will upon issue rank pari passu in all respects with existing Shares.

(m) **Application to ASX**

The Performance Rights will not be quoted on ASX.

(n) **Timing of issue of Shares on Conversion**

Within 5 Business Days after the date that Performance Rights are converted, the Company will:

- (i) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights converted;
- (ii) if required, give ASX a notice that complies with section 708A(5)I of the Corporations Act; and
- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the conversion of the Performance Rights.

If a notice delivered under (n)(ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(o) **Cash Payment Facility**

Subject, to the achievement of the relevant Vesting Conditions, the Board may, at its election, allow for a cash payment to be made in lieu of issuing or transferring a Share to the holder on conversion of a Performance Right, and shall pay the holder or his or her personal representative (as the case may be) a cash payment to the value of the converted Shares.

(p) **Transfer of Performance Rights**

The Performance Rights are not transferable.

(q) **Participation in new issues**

A Performance Right does not entitle a holder (in their capacity as a holder of a Performance Right) to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.

(r) **Reorganisation of capital**

If at any time the issued capital of the Company is reconstructed, all rights of a holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.

(s) **Dividend and Voting Rights**

The Performance Rights do not confer on the holder an entitlement to vote on any resolutions proposed by the Company (except as otherwise required by law) or receive dividends.

(t) **Deferral of conversion if resulting in a prohibited acquisition of Shares**

If the conversion of a Performance Right would result in any person being in contravention of section 606(1) of the *Corporations Act 2001* (Cth) (**General Prohibition**) then the conversion of that Performance Right shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Right would result in a contravention of the General Prohibition:

- (i) holders may give written notification to the Company if they consider that the conversion of a Performance Right may result in the contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition; or
- (ii) the Company may (but is not obliged to) by written notice to a holder request a holder to provide the written notice referred to in paragraph (q)(i) within seven days if the Company considers that the conversion of a Performance Right may result in a contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition.

(u) **No rights to return of capital**

A Performance Right does not entitle the holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

(v) **Rights on winding up**

A Performance Right does not entitle the holder to participate in the surplus profits or assets of the Company upon winding up.

(w) **Tax Deferral**

For the avoidance of doubt, Subdivision 83A-C of the Income Tax Assessment Act 1997 which enables tax deferral on Performance Rights, applies (subject to the conditions in that Act) to the Performance Rights.

(x) **No other rights**

A Performance Right gives the holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

(y) **ASX Listing Rule compliance**

The Board reserves the right to amend any term of the Performance Rights to ensure compliance with the ASX Listing Rules.

(z) **No other rights**

The Performance Rights were issued under and are subject to the terms and conditions of the Plan. A Performance Right gives the holder no rights other than those expressly provided by these terms or under the Plan and those provided at law where such rights at law cannot be excluded by these terms or under the Plan.

SCHEDULE 4 - TERMS OF SHAREHOLDER RETURN PERFORMANCE RIGHTS

(a) **Entitlement**

Subject to paragraph (d), each Performance Right will, as soon as reasonably practicable, convert into one (1) Share.

(b) **Performance Period**

30 June 2023 until 30 June 2026.

(c) **Vesting Date**

The Performance Rights will vest once the Board, in its absolute discretion, determines, as soon as practicable after the Performance Period, Clive Donner's score in accordance with the Vesting Conditions (set out below) (**Vesting Date**).

(d) **Vesting Conditions:**

Clive Donner must meet the following vesting conditions for any Performance Rights to vest (**Vesting Conditions**):

(i) **Service Condition:** Clive Donner must be engaged by the Company from the date on which the Performance Rights are issued until the date which is 3 years after the date of issue of the Performance Rights; and

(ii) **Performance Milestones:**

The number of Shareholder Return Performance Rights that vest and become exercisable into Shares will be assessed from a starting point of \$0.04 and by the appreciation in the Company's Share price in comparison to the Comparator Businesses over the Performance Period, with reference to the percentile of the Comparator Companies which the Company's Share price sits.

Company Performance Relative to Peer Group ¹	Percentile	Number of Performance Rights
Below 50 th percentile	Nil	-
50 th to 75 th percentile – straight line pro-rata	50% - 100%	4,737,600
Above 75 th percentile	100%	9,475,200

For example, if the Company's Share price sits below the 50th percentile of the Comparator Companies, then no Performance Rights will vest. If the Company's Share price sits at the 50th percentile of the Comparator Companies, then 50% of the Performance Rights will vest, and if the Company's Share price sits at the 75th percentile of the Comparator Companies, then 100% of the Performance Rights will vest, with straight line pro rata vesting in between the 50th and 75th percentiles.

The Vesting Conditions will be measured over the Performance Period.

(e) **Expiry Date**

The Performance Rights must be exercised within 5 years from the date of issue (**Expiry Date**).

(f) **Notification to holder**

The Company shall notify the holder in writing when the relevant Vesting Conditions has been met.

(g) **Conversion on change of control**

Subject to paragraph (t) below and notwithstanding the relevant Milestone has not been satisfied, upon the occurrence of either:

- (i) a takeover bid under Chapter 6 of the *Corporations Act 2001* (Cth) having been made in respect of the Company having received acceptances for more than 50% of the Company's Shares on issue and being declared unconditional by the bidder; or
- (ii) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies,

then, to the extent Performance Rights have not converted into Shares due to satisfaction of the Milestones, Performance Rights will accelerate vesting conditions and will automatically convert into Shares on a one-for-one basis.

(h) **Lapse of a Performance Right**

Any Performance Right that has not been converted into a Share prior to the Expiry Date specified in paragraph (e) will automatically lapse. For the avoidance of doubt, a Performance Right will not lapse in the event a relevant Milestone is met before the Expiry Date and the Shares the subject of a conversion are deferred in accordance with paragraph (t) below.

(i) **Fraudulent or dishonest action**

If a holder ceases to be an employee or Director of the Company or one of its subsidiaries in circumstances where the cessation or termination is specifically referenced to the holder having been found to have acted fraudulently or dishonestly in the performance of his or her duties, then:

- (i) the Board must deem any Performance Rights of the holder to have immediately lapsed and be forfeited; and
- (ii) any Performance Rights that have vested will continue in existence in accordance with their terms of issue only if the relevant Milestone has previously been met, and any Shares issued on satisfaction of the applicable Milestone will remain the property of the holder.

(j) Ceasing to be an employee or Director

If a holder ceases to be an employee or Director of the Company or its subsidiaries in circumstances where the cessation or termination arises because the holder:

- (i) voluntarily resigns his or her position (other than to take up employment with a subsidiary of the Company);
- (ii) wilfully breaches the terms of the engagement of the holder or any policy of the Company's published policies regulating the behaviour of holder;
- (iii) is convicted of a criminal offence which, in the reasonable opinion of the Company, might tend to injure the reputation or the business of the Company; or
- (iv) is found guilty of a breach of the Corporations Act and the Board considers that it brings the holder or the Company into disrepute,

then:

- (i) unless the Board decides otherwise in its absolute discretion, will deem any Performance Rights of the holder to have immediately lapsed and be forfeited; and
- (ii) any Performance Rights that have vested will continue in existence in accordance with their terms of issue only if the relevant Milestone has previously been met and any Shares issued on satisfaction of the applicable Milestone will remain the property of the holder.

(k) Other circumstances

The Performance Rights will not lapse and be forfeited where the holder ceases to be an employee or Director of the Company for one of the following reasons:

- (i) death or total permanent disability (in respect of total permanent disability being that because of a sickness or injury, the holder is unable to work in his or her own or any occupation for which they are suited by training, education, or experience for a period beyond one year);
- (ii) redundancy (being where the holder ceases to be an employee or Director due to the Company no longer requiring the holder's position to be performed by any person); or
- (iii) any other reason, other than a reason listed in paragraph (i) and (j) that the Board determines is reasonable to permit the holder to retain his or her Performance Rights,

and in those circumstances the Performance Rights will continue to be subject to the applicable Milestone.

(l) Share ranking

All Shares issued upon the conversion of Performance Rights will upon issue rank pari passu in all respects with existing Shares.

(m) **Application to ASX**

The Performance Rights will not be quoted on ASX.

(n) **Timing of issue of Shares on Conversion**

Within 5 Business Days after the date that Performance Rights are converted, the Company will:

- (i) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights converted;
- (ii) if required, give ASX a notice that complies with section 708A(5)I of the Corporations Act; and
- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the conversion of the Performance Rights.

If a notice delivered under (n)(ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(o) **Cash Payment Facility**

Subject, to the achievement of the relevant Vesting Conditions, the Board may, at its election, allow for a cash payment to be made in lieu of issuing or transferring a Share to the holder on conversion of a Performance Right, and shall pay the holder or his or her personal representative (as the case may be) a cash payment to the value of the converted Shares.

(p) **Transfer of Performance Rights**

The Performance Rights are not transferable.

(q) **Participation in new issues**

A Performance Right does not entitle a holder (in their capacity as a holder of a Performance Right) to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.

(r) **Reorganisation of capital**

If at any time the issued capital of the Company is reconstructed, all rights of a holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.

(s) **Dividend and Voting Rights**

The Performance Rights do not confer on the holder an entitlement to vote on any resolutions proposed by the Company (except as otherwise required by law) or receive dividends.

(t) **Deferral of conversion if resulting in a prohibited acquisition of Shares**

If the conversion of a Performance Right would result in any person being in contravention of section 606(1) of the *Corporations Act 2001* (Cth) (**General Prohibition**) then the conversion of that Performance Right shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Right would result in a contravention of the General Prohibition:

- (i) holders may give written notification to the Company if they consider that the conversion of a Performance Right may result in the contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition; or
- (ii) the Company may (but is not obliged to) by written notice to a holder request a holder to provide the written notice referred to in paragraph (q)(i) within seven days if the Company considers that the conversion of a Performance Right may result in a contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition.

(u) **No rights to return of capital**

A Performance Right does not entitle the holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

(v) **Rights on winding up**

A Performance Right does not entitle the holder to participate in the surplus profits or assets of the Company upon winding up.

(w) **Tax Deferral**

For the avoidance of doubt, Subdivision 83A-C of the Income Tax Assessment Act 1997 which enables tax deferral on Performance Rights, applies (subject to the conditions in that Act) to the Performance Rights.

(x) **No other rights**

A Performance Right gives the holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

(y) **ASX Listing Rule compliance**

The Board reserves the right to amend any term of the Performance Rights to ensure compliance with the ASX Listing Rules.

(z) **No other rights**

The Performance Rights were issued under and are subject to the terms and conditions of the Plan. A Performance Right gives the holder no rights other than those expressly provided by these terms or under the Plan and those provided at law where such rights at law cannot be excluded by these terms or under the Plan.

SCHEDULE 5 – SUMMARY OF TERMS OF EMPLOYEE SECURITIES INCENTIVE PLAN

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

Eligible Participant	<p>Eligible Participant means a person who is a full-time or part-time employee, officer, or contractor of the Company, or an Associated Body Corporate (as defined in ASIC Class Order 14/1000), or such other person who has been determined by the Board to be eligible to participate in the Plan from time to time.</p> <p>The Company will seek Shareholder approval for Director and related party participation in accordance with Listing Rule 10.14.</p>
Purpose	<p>The purpose of the Plan is to:</p> <ul style="list-style-type: none"> (a) assist in the reward, retention and motivation of Eligible Participants; (b) link the reward of Eligible Participants to Shareholder value creation; and (c) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Securities.
Plan administration	<p>The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion. The Board may delegate its powers and discretion.</p>
Eligibility, invitation and application	<p>The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for Securities on such terms and conditions as the Board decides.</p> <p>On receipt of an Invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part.</p> <p>If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.</p>
Grant of Securities	<p>The Company will, to the extent that it has accepted a duly completed application, grant the Participant the relevant number of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.</p>
Terms of Convertible Securities	<p>Each 'Convertible Security' represents a right to acquire one or more Shares (for example, under an option or performance right), subject to the terms and conditions of the Plan. Prior to a Convertible Security being exercised a Participant does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security by virtue of holding the Convertible Security. A Participant may not sell, assign, transfer, grant a security</p>

		<p>interest over or otherwise deal with a Convertible Security that has been granted to them unless otherwise determined by the Board. A Participant must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.</p>
Vesting Convertible Securities	of	<p>Any vesting conditions applicable to the grant of Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that Convertible Security will lapse.</p>
Exercise Convertible Securities and cashless exercise	of and	<p>To exercise a Convertible Security, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Convertible Securities (see below), pay the exercise price (if any) to or as directed by the Company, at any time following vesting of the Convertible Security (if subject to vesting conditions) and prior to the expiry date as set out in the invitation or vesting notice.</p> <p>An invitation may specify that at the time of exercise of the Convertible Securities, the Participant may elect not to be required to provide payment of the exercise price for the number of Convertible Securities specified in a notice of exercise, but that on exercise of those Convertible Securities the Company will transfer or issue to the Participant that number of Shares equal in value to the positive difference between the Market Value of the Shares at the time of exercise and the exercise price that would otherwise be payable to exercise those Convertible Securities.</p> <p>Market Value means, at any given date, the volume weighted average price per Share traded on the ASX over the 5 trading days immediately preceding that given date, unless otherwise specified in an invitation.</p> <p>A Convertible Security may not be exercised unless and until that Convertible Security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.</p>
Delivery Shares exercise Convertible Securities	of on of	<p>As soon as practicable after the valid exercise of a Convertible Security by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.</p>
Forfeiture Convertible Securities	of	<p>Where a Participant who holds Convertible Securities ceases to be an Eligible Participant or becomes insolvent, all unvested Convertible Securities will automatically be forfeited by the Participant, unless the Board otherwise determines in its discretion to permit some or all of the Convertible Securities to vest.</p> <p>Where the Board determines that a Participant has acted fraudulently or dishonestly; committed an act which has brought the Company, the Group or any entity within the Group into disrepute, or wilfully breached his or her duties to the Group or</p>

	<p>where a Participant is convicted of an offence in connection with the affairs of the Group; or has a judgment entered against him or her in any civil proceedings in respect of the contravention by the Participant of his or her duties at law, in equity or under statute, in his or her capacity as an employee, consultant or officer of the Group, the Board may in its discretion deem all unvested Convertible Securities held by that Participant to have been forfeited.</p> <p>Unless the Board otherwise determines, or as otherwise set out in the Plan rules:</p> <p>(a) any Convertible Securities 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</p> <p>(b) any Convertible Securities which have not yet vested will be automatically forfeited on the expiry date specified in the invitation or vesting notice.</p>
<p>Change of control</p>	<p>If a change of control event occurs in relation to the Company, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the Participant's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the Participant to participate in and/or benefit from any transaction arising from or in connection with the change of control event.</p>
<p>Rights attaching to Plan Shares</p>	<p>All Shares issued or transferred under the Plan or issued or transferred to a Participant upon the valid exercise of a Convertible Security, (Plan Shares) will rank pari passu 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 Plan Shares and may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares. A Participant may exercise any voting rights attaching to Plan Shares.</p>
<p>Disposal restrictions on Plan Shares</p>	<p>If the invitation provides that any Plan Shares are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.</p> <p>For so long as a Plan Share is subject to any disposal restrictions under the Plan, the Participant will not:</p> <p>(a) transfer, encumber or otherwise dispose of, or have a security interest granted over that Plan Share; or</p> <p>(b) take any action or permit another person to take any action to remove or circumvent the disposal restrictions without the express written consent of the Company.</p>
<p>Adjustment of Convertible Securities</p>	<p>If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.</p> <p>If Shares are issued by the Company by way of bonus issue (other</p>

	<p>than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Convertible Securities is entitled, upon exercise of the Convertible Securities, to receive an issue of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised.</p> <p>Unless otherwise determined by the Board, a holder of Convertible Securities does not have the right to participate in a pro rata issue of Shares made by the Company or sell renounceable rights.</p>
Participation in new issues	There are no participation rights or entitlements inherent in the Convertible Securities and holders are not entitled to participate in any new issue of Shares of the Company during the currency of the Convertible Securities without exercising the Convertible Securities.
Compliance with applicable law	No Security may be offered, granted, vested or exercised if to do so would contravene any applicable law.
Amendment of Plan	<p>Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.</p> <p>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.</p>
Plan duration	<p>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.</p> <p>If a Participant and the Company (acting by the Board) agree in writing that some or all of the Securities granted to that Participant are to be cancelled on a specified date or on the occurrence of a particular event, then those Securities may be cancelled in the manner agreed between the Company and the Participant.</p>
Income Tax Assessment Act	The Plan is a plan to which Subdivision 83A-C of the <i>Income Tax Assessment Act 1997</i> (Cth) applies (subject to the conditions in that Act).

SCHEDULE 6 – PEER COMPARATOR COMPANIES

The Comparator Companies are as follows:

- (a) Red 5 Limited;
- (b) Mount Gibson Iron Ore Limited;
- (c) Alkane Resources Limited;
- (d) Jupiter Mines Limited;
- (e) DDH1 Limited;
- (f) Aeris Resources Limited;
- (g) BCI Minerals Limited;
- (h) Metals X Limited;
- (i) Panoramic Resources Limited;
- (j) Ora Banda Mining Limited;
- (k) Pantoro Limited; and
- (l) Base Resources Limited.