

1 August 2025

Dear Shareholder

General Meeting – Notice of Meeting and Proxies

Level 2
10 Outram Street
West Perth WA 6005

Notice is given that the General Meeting (**Meeting**) of Shareholders of Pantera Lithium Limited (ACN 646 792 949) (**Company**) will be held as follows:

Time and date: 10:30am (AWST) on Tuesday, 2 September 2025

In-person: Level 2, 10 Outram Street, West Perth, Western Australia

Notice of Meeting

In accordance with the *Corporations Act 2001* (Cth) the Company will not be dispatching physical copies of the Notice of Meeting unless the shareholder has made a valid election to receive documents in hard copy. Instead, the Notice of Meeting and accompanying explanatory statement (**Meeting Materials**) are being made available to shareholders electronically and can be viewed and downloaded from:

- the Company's website at <https://panterali.com/>; and
- the ASX market announcements page under the Company's code "PFE".

If you have nominated an email address and have elected to receive electronic communications from the Company, you will also receive an email to your nominated email address with a link to an electronic copy of the Notice of Meeting.

Voting at the Meeting or by proxy

Shareholders are encouraged to vote by lodging a proxy form.

The Directors instruct all Shareholders who would like to have their vote counted to vote by lodging a Proxy Form prior to 10:30am (AWST) on Sunday, 31 August 2025 (**Proxy Cut-Off Time**) (recommended). Shareholders are strongly urged to vote by lodging a Proxy Form prior to the Meeting and to appoint the Chair as their proxy.

Proxy forms can be lodged:

- **Online:** <https://investor.automic.com.au/#/loginsah>
- **By mail:** Automic, GPO Box 5193, Sydney NSW 2001
- **In-person:** Automic, Level 5, 126 Phillip Street, Sydney NSW 2000
- **By email:** meetings@automicgroup.com.au
- **By fax:** +61 2 8583 3040
- **By mobile:** Scan the QR Code on your Proxy Form and follow the prompts

In order for your proxy to be valid, your Proxy Form (and any power of attorney under which it is signed) must be received by the Proxy Cut-Off Time. **Proxies received after this time will be invalid.**

The Meeting Materials should be read in their entirety. If shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

Authorised for release by:



Ben Donovan
Company Secretary
Pantera Lithium Limited

PANTERA LITHIUM LIMITED
ACN 646 792 949
NOTICE OF GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 10:30 am (WST)
DATE: 2 September 2025
PLACE: Level 2, 10 Outram Street
WEST PERTH WA 6005

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

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

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 10:30 am (WST) on 31 August 2025.

BUSINESS OF THE MEETING

AGENDA

1. RESOLUTION 1 – DISPOSAL OF MAIN UNDERTAKING

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

"That, under and for the purposes of Listing Rule 11.2 and for all other purposes, approval is given for the sale by the Company of 100% of its interest in the Smackover Lithium Project, and its wholly owned subsidiary, Daytona Lithium Pty Ltd, to Energy Exploration Technologies Inc. on the terms and conditions set out in the Explanatory Statement."

2. RESOLUTION 2 – APPROVAL TO GRANT BENEFIT – BARNABY EGERTON-WARBURTON

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

"That, for the purposes of sections 200C and 200E of the Corporations Act, clause 15.2(b)(ii) of the Constitution and for all other purposes, approval is given for the giving of benefits to Barnaby Egerton-Warburton, (or his nominee(s)) in connection with the transfer of the whole of the undertaking of the Company, on the terms and conditions set out in the Explanatory Statement."

3. RESOLUTION 3 – APPROVAL OF GRANT OF BENEFITS IN CONNECTION WITH THE VESTING OF PERFORMANCE RIGHTS – TIMOTHY GOLDSMITH

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

"That, for the purposes of sections 200C and 200E of the Corporations Act, clause 15.2(b)(ii) of the Constitution and for all other purposes, approval is given for the giving of benefits to Timothy Goldsmith (or his nominee(s)) in connection with the transfer of the whole of the undertaking of the Company, on the terms and conditions set out in the Explanatory Statement."

4. RESOLUTION 4 – APPROVAL OF GRANT OF BENEFITS IN CONNECTION WITH THE VESTING OF PERFORMANCE RIGHTS – MATTHEW HANSEN

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

"That, for the purposes of sections 200C and 200E of the Corporations Act, clause 15.2(b)(ii) of the Constitution and for all other purposes, approval is given for the giving of benefits to Matthew Hansen (or his nominee(s)) in connection with the transfer of the whole of the undertaking of the Company, on the terms and conditions set out in the Explanatory Statement."

Voting Prohibition Statements

Resolution 2 - Approval to grant benefit - Barnaby Egerton-Warburton	A vote must not be cast, and the Company will disregard any votes cast on the Resolution, by or on behalf of Barnaby Egerton-Warburton or any of his associates (regardless of the capacity in which the vote is cast). Additionally, in accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on the Resolution if: (a) the proxy is either: (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (iii) the appointment does not specify the way the proxy is to vote on the resolution. However, the above prohibition does not apply if: (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
Resolution 3 - Approval of grant of benefits in connection with the vesting of Performance Rights – Timothy Goldsmith	A vote must not be cast, and the Company will disregard any votes cast on the Resolution, by or on behalf of Timothy Goldsmith or any of his associates (regardless of the capacity in which the vote is cast). Additionally, in accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on the Resolution if: (a) the proxy is either: (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (iii) the appointment does not specify the way the proxy is to vote on the resolution. However, the above prohibition does not apply if: (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
Resolution 4 - Approval of grant of benefits in connection with the vesting of Performance Rights – Matthew Hansen	A vote must not be cast, and the Company will disregard any votes cast on the Resolution, by or on behalf of Matthew Hansen or any of his associates (regardless of the capacity in which the vote is cast). Additionally, in accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on the Resolution if: (a) the proxy is either: (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (iii) the appointment does not specify the way the proxy is to vote on the resolution. However, the above prohibition does not apply if: (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

Voting Exclusion Statement

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 – Disposal of main undertaking	Energy Exploration Technologies Inc. (or any of its associates) or any other person who will obtain a material benefit as a result of the Disposal (except a benefit solely by reason of being a Shareholder).
--	--

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

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

Voting by proxy

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

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

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

Shareholders and their proxies should be aware that:

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

Voting in person

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 please do not hesitate to contact the Company Secretary on +61 (0) 401 248 048

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 Resolution.

1. BACKGROUND TO RESOLUTION 1 - DISPOSAL OF MAIN UNDERTAKING

1.1 Proposed Disposal of Smackover Lithium Project

As announced by the Company on 9 July 2025, the Company has entered into a binding, conditional term sheet agreement (**Sale Agreement**) with USA-based lithium technology innovator Energy Exploration Technologies Inc. (**EnergyX**) pursuant to which the Company has agreed to sell to EnergyX 100% of the Company's wholly owned subsidiary, Daytona Lithium Pty Ltd (**Daytona Lithium**), which through its wholly owned subsidiary, Folsom Point Energy LLC (**Folsom Point**), is owner of the lithium mineral leases comprising the Smackover Lithium Brine Project located in Arkansas, USA.

The aggregate value of the consideration to be paid to the Company by EnergyX is A\$40 million, comprising:

- (a) A\$6 million in cash, payable in three instalments of:
 - (i) A\$2 million at completion;
 - (ii) A\$2 million on the 9 month anniversary of completion; and
 - (iii) A\$2 million on the 18 month anniversary of completion; and
- (b) A\$34 million in EnergyX common stock, priced at USD \$9.50 per share (equivalent to A\$14.50 as of July 4th 2025), representing 2,344,828 shares to be issued to Pantera at completion (**EnergyX Share Consideration**).

The Company will remain the holder of the EnergyX Share Consideration issued at completion. The Company may undertake a pro-rata distribution of the EnergyX Share Consideration to Shareholders following completion upon:

- (c) receipt of the written consent of EnergyX, and subject to the receipt of approval from the Company's Shareholders in general meeting; or
- (d) as soon as practicable following written notice from EnergyX of EnergyX intention to undertake an IPO of EnergyX.

The disposal of the Smackover Lithium Project, and sale of Daytona Lithium the subject of the Sale Agreement, constitutes a disposal of the Company's main undertaking for the purposes of Listing Rule 11.2 (**Disposal**).

The purpose of Resolution 1 is to seek Shareholder approval for the Disposal under and for the purposes of Listing Rule 11.2 and, more generally, to provide Shareholders with an opportunity to vote in favour or against the Disposal.

Shareholders should refer to Section 2.2 for a summary of Listing Rule 11.2 and Section 1.6 for the implications for the Company if Shareholder approval for the Disposal is not obtained.

A summary of the material terms of the Sale Agreement is set out in Schedule 1 of this Notice.

As detailed in Schedule 1, the Sale Agreement is conditional on, amongst other things, completion of due diligence by both parties prior to 2 September 2025 and the execution of a definitive sale and purchase agreement and other ancillary agreements necessary for the transaction. The Company notes that, as at the date of this Notice, due diligence investigations remain ongoing and definitive transaction agreements have not been executed.

1.2 Background on the Company and reasons for the proposed Disposal

The Company completed the acquisition of Daytona in February 2024. Since the original acquisition, the Company has accumulated a dominant land position of approximately

35,000 gross acres (~26,000 net acres) of lithium mineral leases in the Smackover Formation in Southwest Arkansas.

In November 2024, the Company began its first process to sample and test the lithium brine on its leased acreage via the re-entry of a well that was drilled at the Smackover formation in the early 1980's. The re-entry process failed due to unreported pipe and packer setup stuck and left in the well at approximately 9,750 feet. A decision was made to shut down operations, demobilise the rig and all service providers to preserve the Company's cash.

In April 2025, the Company announced the completion of an updated comprehensive subsurface geological model which successfully identified 6 high-priority drill locations and the Company's efforts have since been focused towards discussions with potential strategic partners for funding of resource definition drilling.

The Company has undertaken a strategic review process which involved negotiations with strategic partners for the potential to earn an interest in the Smackover Lithium Project via funding various stages of drilling and well testing, as well as divestment proposals which sought to ensure that the Company maintains the benefit in the upside of future exploration success at the project. Completion of the strategic review process has resulted in the Company agreeing to binding terms with EnergyX for the Disposal.

The Company previously held an interest in various tenements in Western Australia considered prospective for base metals, including manganese and copper. These tenements have either been relinquished to the state or back to the original tenement vendors and as at the date of this Notice, the Company does not hold any interest in mining tenements other than the lithium brine leases forming the Smackover Lithium Project.

Further details of the Company's recent activities at the Smackover Lithium Project and other business operations are available on the Company's ASX platform (ASX:PFE).

1.3 Basis of decision to sell the Smackover Lithium Project

The Company has undertaken a review process with the objective of identifying a suitable strategic partner to assist with funding the exploration and development of the Smackover Lithium Project.

The decision to sell the Smackover Lithium Project was thoroughly considered by the Board and is in the view of the Board in Shareholders' best interests for the following reasons:

- (a) Lithium brine projects demand hundreds of millions of dollars in CAPEX which in the current Australian market climate for lithium companies is extremely challenging;
- (b) Smackover development is capital-intensive, likely requiring >US\$50m just to reach DFS and pilot-scale DLE demonstration;
- (c) funding exploration and drilling alone (seismic, test wells, flow testing, permitting) would rapidly drain cash reserves and require frequent, highly dilutive raisings; and
- (d) continuous capital raisings to fund the ongoing requirements would prove highly dilutive to Pantera Shareholders going forward greatly reducing their ownership in the asset while seeing no reduction in risk.

1.4 Advantages

The Directors consider that the following non-exhaustive list of advantages may be relevant to a Shareholder's decision on how to vote on Resolution 1:

- (a) the Disposal provides a non-dilutive cash injection of \$6 million for the Company which can be used to assess and acquire suitable acquisition and/or investment opportunities within the resources sector after completion of the Disposal;
- (b) Shareholders will retain exposure to the recovering lithium industry via the Company's ownership stake in EnergyX and gain exposure to EnergyX's globally recognised lithium technology, and strategically significant lithium assets in the

Americas, including the Project Black Giant™ in Chile and Project Lonestar™ in the Smackover;

- (c) the Company may, subject to the terms of the Sale Agreement, undertake a pro-rata share distribution to its Shareholders of the EnergyX Share Consideration to be issued on completion. As detailed in Section 1.1 and Schedule 1 of this Notice, the Company may undertake a pro-rata distribution of the EnergyX Share Consideration to Shareholders following completion upon:
 - (i) receipt of the written consent of EnergyX, and subject to the receipt of approval from the Company's Shareholders in general meeting; or
 - (ii) as soon as practicable following written notice from EnergyX of EnergyX intention to undertake an IPO of Energy; and
- (d) following completion of the Disposal, the Company will have a strategic alignment with a US-based vertically integrated lithium technology leader through its shareholding in EnergyX.

1.5 Disadvantages

The Directors believe that the following non-exhaustive list of disadvantages may be relevant to a Shareholder's decision on how to vote on the Disposal:

- (a) the consequence of the Disposal is that the Company will sell its main undertaking and be required by ASX, within a period of 6 months from the date of the Disposal to identify a new project or opportunity or risk being suspended from trading by ASX and possibly be required to re-comply with Chapters 1 and 2 of the ASX Listing Rules before its Shares can be reinstated to trading;
- (b) the sale of the Smackover Lithium Project may not be consistent with the investment objectives of all Shareholders;
- (c) there is a risk that the Company may not be able to locate and acquire other suitable acquisition/investment opportunities, in which case the Company would look at the most appropriate method of returning the Company's available cash to Shareholders at that point in time;
- (d) EnergyX is a private company and as such Pantera will have an investment in an illiquid company that cannot be readily monetised;
- (e) EnergyX's value is tied to its Litas technology which at the current point in time has not been proven at a commercial scale;
- (f) EnergyX's lithium brine projects are subject to potential regulatory challenges especially in Chile where there exists stringent government control of resources and lithium and potential for political volatility;
- (g) EnergyX will be subject to risks associated with its ability to raise the required capital to fund its projects and if capital markets tighten or partners pull back follow on funding may be done at a lower entry price than what Pantera has paid and therefore be extremely dilutive; and
- (h) Further weakness in global lithium prices making the EnergyX projects uneconomic, which would reduce the value of the EnergyX Share Consideration.

1.6 Implications of Shareholders not approving Resolution 1

If Resolution 1 is not approved by Shareholders, it is likely that the Sale Agreement will terminate and the benefits of the Disposal of the Smackover Lithium Project, as described in Section 1.4 above, will not eventuate.

In the event that Shareholders do not approve Resolution 1, the Company is likely to minimise expenditure on the project until market conditions improve, or a suitable farm-in partner is identified to support its development. There is no assurance that this approach will lead to a successful outcome for Shareholders.

1.7 Implications of Shareholders approving Resolution 1

If Resolution 1 is approved by Shareholders, it is likely that the Sale Agreement will complete and the benefits of the Disposal of the Smackover Lithium Project, as described in Section 1.4 above, will eventuate. The following additional matters are also relevant if the Disposal is approved by Shareholders:

(a) New projects and acquisitions

Upon completion of the Disposal, the Company will consider and assess other new investment and acquisition opportunities in the resources sector. These new business opportunities may take the form of direct project acquisitions, joint ventures, farm-ins, acquisition of tenements/permits, and/or direct equity participation.

There can be no guarantee that any proposed acquisition will be completed or be successful. If any proposed acquisition is not completed, monies advanced may not be recoverable, which may have a material adverse effect on the Company. If an acquisition is completed, the Directors will need to reassess at that time, the funding allocated to new projects, which may result in the Company raising additional capital (if available). Furthermore, notwithstanding that an acquisition may proceed upon the completion of due diligence, the usual risks associated with the new project/business activities will remain.

(b) Suspension and re-compliance risk

The Company will be required within a period of 6 months from the date of completion of the Disposal to identify a new project or opportunity or risk being suspended from trading by ASX. If the Company's securities are suspended from trading, there is a possibility that the Company will be required to re-comply with Chapters 1 and 2 of the ASX Listing Rules before its Shares can be reinstated to trading. If this is the case, there is a risk that the Company does not identify a suitable asset to enable it seek re-admission and if the re-compliance is not completed within the normal 2-year time frame from suspension as set by ASX (unless the 2-year time frame is extended), the Company may be de-listed, and it will become an unlisted public company with no liquidity in the trading of its Shares.

In addition, If following completion of the Disposal, the Company pursues an acquisition opportunity that ASX deems is a significant change to the scale or nature of the Company's activities, the Company will need to re-comply with Chapters 1 and 2 of the Listing Rules as if it were seeking admission to the Official List of ASX. There is no certainty that the Company will be in a position to re-comply.

1.8 About EnergyX

EnergyX is a global leader in the energy transition, delivering innovative solutions for lithium extraction, refining, energy storage, and sustainable materials. Founded in 2018 by CEO Teague Egan, EnergyX's patented and proprietary LiTAS® DLE platform is enabling the next generation of battery materials production that is efficient, low-cost, and environmentally responsible. With operations across North and South America, EnergyX is fundamentally changing how the world powers clean energy. EnergyX's global portfolio includes Project Lonestar™ and Project Black Giant™ in Antofagasta, Chile, which spans over 100,000 acres with a resource of 4.5 to 9.8 million tonnes of LCE and targets 52,500 tons of LCE per annum. Strategic investments from General Motors, POSCO, Eni Next, and a grant award from the U.S. Department of Energy underscore EnergyX's leadership in the energy transition.

Neither the Company nor any of its Directors have a business or personal relationship with EnergyX or any of its affiliates. Additionally, as far as the Company is aware, EnergyX holds no equity interest in the Company.

1.9 Financial effect of the Disposal

The aggregate value of the consideration for the Disposal is A\$40 million, comprising:

- (a) A\$6 million in cash, payable in three instalments of:
 - (i) A\$2 million at completion;
 - (ii) A\$2 million on the 9 month anniversary of completion; and
 - (iii) A\$2 million on the 18 month anniversary of completion; and
- (b) A\$34 million in EnergyX common stock, priced at USD \$9.50 per share (equivalent to A\$14.50 as of July 4th 2025), representing 2,344,828 shares to be issued to Pantera at completion.

The impact of the Disposal on the Company is set out in the pro forma balance sheet contained in Schedule 2.

The proceeds received from the Disposal will be applied to the potential acquisition of a suitable main undertaking for the Company, or in the absence of a suitable asset, the Company will examine all ways in which to keep the Company listed until a time that a suitable project is found or the Company would look at the most appropriate method of returning the Company's available cash to Shareholders at that point in time.

The Company's assets proposed to be sold (as set out in the pro forma balance sheet in Schedule 2) from the Disposal is as follows:

ASSETS HELD FOR SALE	VALUE (\$) AUD
Cash and cash equivalents	\$294,796
Trade and other receivables	\$12,337
Exploration and evaluation assets	\$10,977,435
Total	\$11,284,568

The above assets represent 80% of the total assets of the Company as at 31 December 2024.

1.10 The Company's intentions on completion of the Disposal

The Company confirms that it intends to:

- (a) continue to develop its Arkansas critical minerals strategy by leasing and growing other areas of interest including areas prospective for antimony and rare earths; and
- (b) assess suitable investment and acquisition opportunities in the resources sector in order to acquire a new asset for the Company; or
- (c) depending on the outcome of the above process, the Company may also look at the most appropriate method of returning the Company's available cash to Shareholders.

The Company is currently actively engaged in assessing new opportunities in Arkansas with a focus on antimony and rare earths elements, and expects to continue this assessment in the months leading up to completion of the Disposal.

The estimated expenditure required to complete the proposed activities above over the next 12 months is approximately A\$500,000, which is broken down as follows:

ACTIVITIES	EXPENDITURE (\$)
Administration/working capital costs (12 months)	\$300,000
Costs related to review and assessment of new opportunities (12 months)	\$200,000
Total	\$500,000

1.11 Listing Rule 12.1

The Company notes that in accordance with Listing Rule 12.1, the level of an entity's operations must, in ASX's opinion, be sufficient to warrant the continued quotation of the entity's securities.

Under Listing Rule 12.1, the Company will have 6 months from completion of the Disposal to find a new undertaking before ASX will suspend the Company's securities.

1.12 Group structure

Upon completion of the Disposal, the corporate structure of the Company will change to the extent that the Company will no longer own Daytona, nor its indirect interest in Folsom held by Daytona.

1.13 Proposed changes to the Company's board and management

There will be no changes to the Company's Board or management of the Company as a result of the Disposal.

1.14 Effect on capital structure

The Disposal will have no effect on the capital structure of the Company.

1.15 Indicative timetable

Subject to the Listing Rules and Corporations Act requirements, the Company anticipates completion of the Disposal will be in accordance with the following timetable:

EVENT	DATE
Notice of Meeting for the Disposal sent to Shareholders	1 August 2025
Shareholder Meeting to approve the Disposal	2 September 2025
Completion of Sale Agreement	Early October 2025

Note:

1. Please note this timetable is indicative only and the Directors reserve the right to amend the timetable as required.

1.16 Recommendation from the Board

For the reasons outlined in Section 2.4, each Director has a material personal interest in the outcome of Resolution 1. For this reason, the Directors do not believe that it is appropriate to make a recommendation on this Resolution.

2. RESOLUTION 1 – DISPOSAL OF MAIN UNDERTAKING

2.1 General

This Notice has been prepared to seek Shareholder approval for the matters required to complete the Disposal for the purposes of ASX Listing Rule 11.2.

The ASX takes no responsibility for the contents of the Notice.

2.2 Listing Rule 11.2

Subject to Resolution 1 passing, the Company is proposing to proceed with the Disposal.

ASX Listing Rule 11.2 requires a listed company to obtain the approval of its shareholders to a disposal of its main undertaking. The Disposal is a disposal of the Company's main undertaking for these purposes. Resolution 1 is an ordinary resolution requiring Shareholders to approve by simple majority (more than 50%) of votes cast on this Resolution.

Resolution 1 seeks the required Shareholder approval to the Disposal on the terms of the Sale Agreement under, and for the purposes of, ASX Listing Rule 11.2.

If Resolution 1 is passed, the Company will be able to proceed with the Disposal, resulting in the Company being in an optimal position to review and identify new investment and acquisition opportunities to create value for Shareholders (in addition to the other implications as set out in this Notice).

If Resolution 1 is not passed, the Company will not be able to proceed with the Disposal.

All items material to be disclosed to Shareholders to obtain approval under ASX Listing Rule 11.2 are set out in this Notice. The Directors are not aware of any other commercial information that is material to the question of whether Shareholders should approve the Resolution.

2.3 Listing Rule 10.1.

The Company confirms that:

- (a) none of the shareholders, directors or officers of EnergyX are parties to whom Listing Rule 10.1 applies; and
- (b) the Disposal has been negotiated on an arms' length basis.

EnergyX is not a related party of the Company, and Shareholder approval for the Disposal is not required for the purposes of ASX Listing Rule 10.1.

2.4 Directors' interests and recommendations

The Company advises that, as disclosed in Schedule 1, completion of the Sale Agreement is conditional upon Mr Barnaby Egerton-Warburton, the Company's Executive Chairman and CEO, entering into a working or advisory arrangement with EnergyX for a minimum period of three years following completion of the Disposal.

In addition, the Company notes that Mr Egerton-Warburton is contractually entitled to the Cash Bonus upon the successful sale of the Company's principal asset, being the Smackover Lithium Project. This entitlement is the subject of Resolution 2 at the Meeting and further information is outlined in Section 3 of this Notice.

The Company advises that Directors Timothy Goldsmith and Matthew Hansen hold 6,000,000 and 2,500,000 unvested Performance Rights respectively. In accordance with the terms of issue, these Performance Rights are subject to a vesting condition that is triggered upon the successful completion of the sale of the Company's main undertaking, being the Pantera Smackover Lithium Project. Upon satisfaction of this condition, the Performance Rights will automatically vest into Shares. The issue of Shares upon the automatic vesting of the Performance Rights held by Mr Goldsmith and Mr Hansen is subject to Shareholder approval pursuant to Resolutions 3 and 4 respectively. Shareholder approval for the issue of these Performance Rights to Mr Goldsmith and Mr Hansen has not previously been obtained as the Company was not required to obtain Shareholder approval at the relevant time of issue.

The Directors (and/or their associates) have a relevant interest in the Securities of the Company as set out in the following table:

DIRECTOR	SHARES	OPTIONS	PERFORMANCE RIGHTS	PERCENTAGE (%) (UNDILUTED)	PERCENTAGE (%) (FULLY DILUTED)
Barnaby Egerton-Warburton	14,300,000	12,900,000	6,500,000 ²	3.14%	5.30%
Matthew Hansen	1,500,000	3,000,000	2,500,000	0.33%	1.10%
Timothy Goldsmith	14,636,288	3,606,487	6,000,000	3.22%	3.82%

Note:

1. Refer to the Appendix 3Y for each Director for further particulars of the Directors' interest in the Securities of the Company.
2. Mr Egerton-Warburton currently holds 6,500,000 unvested Performance approved by Shareholders at the Company's general meeting held on 15 February 2024 which, in accordance with their terms of issue and detailed in his executive services agreement, will automatically vest upon completion of the sale of the Smackover Lithium Project.

The Directors have approved the proposal to put Resolution 1 to Shareholders.

Based on the information available, the Directors consider that the proposed Disposal is in the best interests of the Company.

2.5 Other material Information

There is no information material to the making of a decision by a Shareholder in the Company whether or not to approve Resolution 1 (being information that is known to any of the Directors, and which has not been previously disclosed to Shareholders) other than as disclosed in this Explanatory Statement and the Schedules.

3. RESOLUTION 2 – APPROVAL TO GRANT BENEFIT – BARNABY EGERTON-WARBURTON

3.1 General

As set out in the Company's announcement of 2 July 2024 detailing the terms of Barnaby Egerton-Warburton's employment with the Company as Executive Chairman and CEO, a cash bonus (**Cash Bonus**) is payable to Mr Egerton Warburton upon the successful sale of a primary asset of the Company where the value of the sale of the asset exceeds \$36,000,000.

As detailed in Section 1.1, the disposal of the Smackover Lithium Project, and sale of Daytona Lithium the subject of the Sale Agreement, constitutes a disposal of the Company's main undertaking and the aggregate value of the consideration payable by EnergyX is \$40,000,000.

The Cash Bonus payable under the terms of Mr Egerton Warburton's employment will therefore be payable by the Company following successful completion of the Disposal. Due to the nature of the transaction, Mr Egerton-Warburton has agreed with the Company and the Board to restructure the timing of payments under his entitlement such that \$150,000 will be paid upon completion of the Disposal, \$150,000 will be paid nine months after completion at the time of the second instalment of \$2 million is paid by EnergyX, \$100,000 will be paid 18 months after completion at the time of the final \$2 million payment by EnergyX, and the \$100,000 will be paid at the time EnergyX is either sold or listed on a recognised stock exchange.

Resolution 2 seeks Shareholder approval in accordance with Part 2D.2 of the Corporations Act (including sections 200C and 200E of the Corporations Act) and clause 15.2(b)(ii) of the Constitution to permit the giving of a benefit to Mr Egerton-Warburton in circumstances where there is a transfer of the whole or any part of the undertaking or property of the Company.

3.2 Part 2D.2 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 the Company or its related bodies corporate in connection with the transfer of the whole or any party of the undertaking or property of the Company.

In accordance with section 200C of the Corporations Act, to give a benefit in connection with the transfer of the whole or any party of the undertaking or property of the Company, the Company must obtain the approval of Shareholders in the manner set out in section 200E of the Corporations Act.

Mr Egerton-Warburton holds a 'managerial or executive office' as his details are included in the Directors' report by virtue of being the Chief Executive Officer and Executive Chairman of the Company. The term 'benefit' has a wide operation and includes any vesting of convertible securities.

3.3 Clause 15.2 of the Constitution

Clause 15.2(b)(ii) of the Constitution provides that the Directors may not pay a commission or fee on the sale or disposition of the Company's main undertaking unless it is ratified by the Company in a general meeting.

3.4 The Benefit

Details of the Cash Bonus are set out below.

REQUIRED INFORMATION	DETAILS
Cash Bonus	Description of benefit As agreed to in Mr Egerton Warburton's employment agreement with the Company, where there is a successful sale or farmout of a principal asset of the Company, and the value of the sale or farmout of the asset exceeds \$36,000,000, the Cash Bonus is payable by the Company. The Cash Bonus is payable by the Company subject to the successful completion of the Disposal. Nature of Benefit The Company considers that Cash Bonus is considered to be a benefit (or fee) given in connection with the transfer of the whole or any part of the undertaking or property of the Company. Accordingly, the Company considers that it is prudent to seek Shareholder approval for the purposes of Part 2D.2 of the Corporations Act (including sections 200C and 200E of the Corporations Act) and clause 15.2(b)(ii) for payment of the Cash Bonus under this Resolution. Maximum benefits The maximum benefits that may be payable to Mr Egerton-Warburton if Resolution 2 is passed is the Cash Bonus. The Cash Bonus will only be paid if the Disposal is successfully completed by the Company.

4. RESOLUTIONS 3 AND 4 – APPROVAL OF GRANT OF BENEFITS TO RELATED PARTIES IN CONNECTION WITH THE VESTING OF PERFORMANCE RIGHTS

4.1 General

Directors Timothy Goldsmith and Matthew Hansen hold a total of 6,000,000 and 2,500,000 unvested Class D and Class F Performance Rights respectively. These Performance Rights were issued by the Company in March 2024, prior to Mr Goldsmith's transition from strategic advisor to Non-Executive Director and Mr Hansens transition from CEO to Non-Executive Director.

In accordance with the terms of issue, the Performance Rights automatically vest upon the sale of the Smackover Lithium Project (formerly called the Superbird Project).

Further details in respect of the Performance Rights held by the Directors Timothy Goldsmith and Matthew Hansen are set out in the table below. The full terms and conditions of the Performance Rights are set out in Schedule 3 of this Notice.

RESOLUTION	DIRECTOR	CLASS	NUMBER HELD
3	Timothy Goldsmith	D	3,000,000
		F	3,000,000
4	Matthew Hansen	D	1,250,000
		F	1,250,000

The Performance Rights held by Timothy Goldsmith and Matthew Hansen will automatically vest and convert into Shares following the successful completion of the Disposal.

Resolutions 3 and 4 seek Shareholder approval in accordance with Part 2D.2 of the Corporations Act (including sections 200C and 200E of the Corporations Act) and clause 15.2(b)(ii) of the Constitution to permit the giving of a benefit to the Directors in

circumstances where there is a transfer of the whole or any part of the undertaking or property of the Company. This benefit will be granted in connection with the vesting of the Performance Rights in the circumstances outlined below.

4.2 Part 2D.2 of the Corporations Act

An explanation on Part 2D.2 and section 200C of the Corporations Act is included in Section 3.2 above.

Both Mr Goldsmith and Mr Hansen hold a 'managerial or executive office' as their details are included in the Directors' report by virtue of being Directors of the Company. The term 'benefit' has a wide operation and includes any vesting of convertible securities.

4.3 Clause 15.2 of the Constitution

Clause 15.2(b)(ii) of the Constitution provides that the Directors may not pay a commission or fee on the sale or disposition of the Company's main undertaking unless it is ratified by the Company in general meeting.

4.4 The Benefit

Details of the benefit payable to both Mr Goldsmith and Mr Hansen on vesting of the Performance Rights are set out below.

REQUIRED INFORMATION	DETAILS
Performance Rights	Description of benefit <u>Automatic Vesting of Performance Rights on Disposal</u> The terms of the Performance Rights provide that the Performance Rights will automatically vest and convert into Shares upon the sale of the Smackover Lithium Project (formerly the Superbird Project). Nature of Benefit The Company considers that the automatic vesting of the Performance Rights held by the Directors on the occurrence of the Disposal may be considered to be a benefit (or fee) given in connection with the transfer of the whole or any part of the undertaking or property of the Company. Accordingly, the Company considers that it is prudent to seek Shareholder approval for the purposes of Part 2D.2 of the Corporations Act (including sections 200C and 200E of the Corporations Act) and clause 15.2(b)(ii) for the grant of such benefits under these Resolutions. Maximum benefits (a) The maximum benefits that may be payable to Timothy Goldsmith if Resolution 2 is passed is the vesting of 6,000,000 Performance Rights and subsequent issue of 6,000,000 Shares. (b) The maximum benefits that may be payable to Matthew Hansen if Resolution 3 is passed is the vesting of 2,500,000 Performance Rights and subsequent issue 2,500,000 Shares. Matters, events or circumstances that will, or are likely to, affect the calculation of that value The value of the benefits that may be provided to the Directors in respect of their Performance Rights in accordance with this approval cannot be determined in advance. This is because various matters will or are likely to affect that value. In particular, the value of a particular benefit will depend on factors such as the Company's Share price at the time of vesting.

REQUIRED INFORMATION	DETAILS
	Based on the Company's closing Share price on 31 July 2025, being \$0.020, the value of the Shares proposed to be issued to each of Mr Goldsmith and Mr Hansen on conversion of the performance rights is estimated as following: (a) \$120,000 for Mr Goldsmith (6,000,000 Shares); and (b) \$50,000 for Mr Hansen (2,500,000 Shares).

GLOSSARY

\$ means Australian dollars.

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.

Cash Bonus has the meaning given in Section 3.1.

Chair means the chair of the Meeting.

Company means Pantera Lithium Limited (ACN 646 792 949).

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

Daytona Lithium means Daytona Lithium Pty Ltd, the Company's wholly owned subsidiary.

Directors means the current directors of the Company.

Disposal has the meaning given in Section 1.2.

EnergyX means Energy Exploration Technologies Inc.

EnergyX Share Consideration has the meaning given in Section 1.1.

Explanatory Statement means the explanatory statement accompanying the Notice.

Folsom Point means Folsom Point Energy LLC, Daytona's wholly owned subsidiary.

Listing Rules means the Listing Rules of ASX.

Meeting means the meeting convened by the Notice.

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

Option means an option to acquire a Share.

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

Proxy Form means the proxy form accompanying the Notice.

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

Sale Agreement means the sale and purchase agreement between the Company and EnergyX, as summarised in Schedule 1.

Section means a section of the Explanatory Statement.

Security means a Share, Option or Performance Right, as the context requires.

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

Shareholder means a registered holder of a Share.

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

SCHEDULE 1 – MATERIAL TERMS OF THE SALE AGREEMENT

CLAUSE	DESCRIPTION
CONSIDERATION	The consideration payable by EnergyX will be A\$40 million, comprising: (a) A\$6 million in cash, payable in three instalments of: (i) \$2 million at completion; (ii) \$2 million on the 9 month anniversary of completion; and (iii) \$2 million on the 18 month anniversary of completion; and (b) A\$34 million in EnergyX common stock, priced at USD \$9.50 per share (equivalent to A\$14.50 as of July 4th 2025), representing 2,344,828 shares to be issued to Pantera at completion.
CONDITIONS PRECEDENT	The sale of Daytona Lithium to EnergyX is conditional upon the satisfaction or waiver of the following conditions precedent: (a) completion of financial, legal and technical due diligence to the absolute satisfaction of both parties on or before 2 September 2025; (b) Pantera obtaining all necessary shareholder and regulatory approvals or waivers pursuant to the Listing Rules of the ASX, <i>Corporations Act 2001</i> (Cth) or any other law to allow the parties to lawfully complete the transaction, including approval from Pantera's shareholders under ASX Listing Rule 11.2 for the disposal of its main undertaking; (c) the parties obtaining all third-party approvals and consents necessary to lawfully complete the transaction; (d) Barnaby Egerton-Warburton, Cleve Thomas and John Bishop agreeing to a working or advisory role with EnergyX for a minimum of 3 years post completion; (e) Pantera not entering into any reorganisation of its subsidiaries, except for equity distribution for repayment of its existing intercompany loans; (f) Daytona Lithium and Folsom Point Energy LLC retaining their current assets through to completion; and (g) execution of a definitive sale and purchase agreement and other ancillary agreements necessary for the transaction, (together, the Conditions Precedent). The Conditions Precedent must be satisfied (or waived) prior to 31 December 2025 otherwise either party may terminate the agreement by written notice.
EXCLUSIVITY AND BREAK FEE	Pantera has agreed to grant EnergyX a 180 day exclusivity period, being until 4 January 2026 (Exclusivity Period). If Pantera accepts any offers or proposals other than the contemplated transaction during the Exclusivity Period or receives any offers or proposals from a third party during the Exclusivity Period that is consummated within twelve (12) months of the end of the Exclusivity Period, then Pantera will pay EnergyX a break fee in cash equal to 2.5% of the gross value of such transaction.

CLAUSE	DESCRIPTION
POST COMPLETION	Post completion, Pantera will remain the holder of the EnergyX common stock issued to Pantera at completion. Pantera may undertake a pro-rata distribution of the EnergyX common stock to Pantera shareholders following completion upon: (a) receipt of the written consent of EnergyX, and subject to the receipt of approval from Pantera's shareholders in general meeting; or (b) as soon as practicable following written notice from EnergyX of EnergyX intention to undertake an IPO of EnergyX.

SCHEDULE 2 – PRO FORMA BALANCE SHEET

	REVIEWED 31 December 2024 \$	DISPOSAL \$	PROFORMA POST- COMPLETION \$
Current assets			
Cash and cash equivalents	2,338,673	1,555,204	3,893,877
Trade and other receivables	208,996	1,987,663	2,196,659
Lease receivables	108,538	-	108,538
Other current assets	201,003	-	201,003
Total current assets	2,857,210	3,542,867	6,400,077
Non-current assets			
Other receivables	-	2,000,000	2,000,000
Financial assets at fair value through other comprehensive income	-	34,000,000	34,000,000
Property, plant and equipment	19,545	-	19,545
Right-of-use assets	192,105	-	192,105
Exploration and evaluation assets	10,977,435	(10,977,435)	-
Lease receivables	102,132	-	102,132
Total non-current assets	11,291,217	25,022,565	36,313,782
Total assets	14,148,427	28,565,432	42,713,859
Current liabilities			
Trade and other payables	763,608	150,000	913,608
Lease liabilities	152,924	-	152,924
Total current liabilities	916,532	150,000	1,066,532
Non-current liabilities			
Other payables	-	100,000	100,000
Lease liabilities	206,818	-	206,818
Total non-current liabilities	206,818	100,000	306,818
Total liabilities	1,123,350	250,000	1,373,350
Net assets	13,025,077	28,315,432	41,340,509
Equity			
Share capital	25,159,461	883,580	26,043,041
Reserves	1,501,826	(510,863)	990,963
Accumulated losses	(13,636,210)	27,942,715	14,306,505
Total equity	13,025,077	28,315,432	41,340,509

SCHEDULE 3-TERMS AND CONDITIONS OF PERFORMANCE RIGHTS

The following is a summary of the key terms and conditions of the Performance Rights:

(a) **Vesting Conditions and Expiry Dates**

The Performance Rights are subject to the following **Vesting Conditions** and have the following **Expiry Dates**:

Class D	Vesting upon either: (a) the Company raising a cumulative additional \$7.5m of capital in support of its current or additional projects within 24 months from date of issue; or (b) the volume weighted average price (VWAP) of the Company's Shares exceeding \$0.075 per Share for at least 10 consecutive trading days on which the Company's Shares have actually traded within 18 months from date of issue, and automatically vesting on the sale of the Superbird Project.	The date that is two (2) years from the date of issue of the Performance Rights.
Class F	The Company's Shares exceeding \$0.12 per Share for at least 10 consecutive trading days on which the Company's Shares have actually traded within 24 months from the date of issue, and automatically vesting on the sale of the Superbird Project.	The date that is two (2) years from the date of issue of the Performance Rights.

(b) **Notification to holder**

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

(c) **Conversion**

Subject to paragraph (k), upon vesting, each Performance Right will, at the election of the holder, convert into one Share.

(d) **Consideration**

The Performance Rights will be issued for nil consideration and no consideration will be payable upon the conversion of the Performance Rights into Shares.

(e) **Share ranking**

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

(f) **Application to ASX**

The Performance Rights will not be quoted on ASX. The Company must apply for the official quotation of a Share issued on conversion of an Performance Right on ASX within the time period required by the ASX Listing Rules.

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

Within 5 business days after the date that the 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)(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 conversion of the Performance Rights.

If a notice delivered under paragraph (f)(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) **Transfer of Performance Rights**

The Performance Rights are not transferable.

(i) **Lapse of an Performance Right**

If the Vesting Condition attached to the relevant Performance Right has not been satisfied within the time period set out in paragraph (a), the relevant Performance Rights will automatically lapse.

(j) **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 without exercising the Performance Right.

(k) **Reorganisation of capital**

If at any time the issued capital of the Company is reorganised (including consolidation, subdivision, reduction or return), all rights of a holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.

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

If the Company makes a bonus issue of Shares or other securities to the Company's existing shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the number of Shares or other securities which must be issued on the conversion of a Performance Right will be increased by the number of Shares or other securities which the holder would have received if the holder had converted the Performance Right before the record date for the bonus issue.

(m) **Dividend and voting rights**

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

(n) **Change in control**

Subject to paragraph (o), upon:

- (i) a bona fide takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and;

- (A) having received acceptances for not less than 50.1% of the Company's Shares on issue; and
- (B) having been 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 for the reconstruction of the Company or its amalgamation with any other company or companies; or
- (iii) in any other case, a person obtains Voting Power (as defined in the Corporations Act) in the Company that the Board (which for the avoidance of doubt will comprise those Directors immediately prior to the person acquiring that Voting Power) determines, acting in good faith and in accordance with their fiduciary duties, is sufficient to control the composition of the Board,

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

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

If the conversion of a Performance Right under paragraphs (c) or (n) 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; and
- (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 (o)(i) within 7 days if the Company considers that the conversion of a Performance Right may result in a contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition.

(p) **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.

(q) **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.

(r) **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.

(s) **No other rights**

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

Proxy Voting Form

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

Your proxy voting instruction must be received by **10.30am (AWST) on Sunday, 31 August 2025**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

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

YOUR NAME AND ADDRESS

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

STEP 1 – APPOINT A PROXY

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

DEFAULT TO THE CHAIR OF THE MEETING

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

STEP 2 - VOTES ON ITEMS OF BUSINESS

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

APPOINTMENT OF SECOND PROXY

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

SIGNING INSTRUCTIONS

Individual: Where the holding is in one name, the Shareholder must sign.

Joint holding: Where the holding is in more than one name, all Shareholders should sign.

Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.

Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.

Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

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

Lodging your Proxy Voting Form:

Online

Use your computer or smartphone to appoint a proxy at <https://investor.automic.com.au/#/loginsah> or scan the QR code below using your smartphone

Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.



BY MAIL:

Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:

Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:

meetings@automicgroup.com.au

BY FACSIMILE:

+61 2 8583 3040

All enquiries to Automic:

WEBSITE:

<https://automicgroup.com.au>

PHONE:

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

AUTOMIC

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