

Form 603

Corporations Act 2001

Section 671B

Notice of initial substantial holder

To, Company Name/Scheme Austral Resources Australia Ltd
 ACN/ARSN ACN 142 485 470

1. Details of substantial holder (1)

Name Austral Resources Australia Ltd (**Austral**)
 ACN/ARSN (if applicable) ACN 142 485 470

The holder became a substantial holder on 24 / 10 / 2025

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities	Number of securities	Person's votes	Voting power
Fully paid ordinary shares ("Shares")	203,442,821	203,442,821	11.98%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest	Class and number of securities
Austral Resources Australia Ltd	Taken under section 608(1)(c) of the Corporations Act 2001 (Cth) to have a technical relevant interest as a result of restrictions on the disposal of the shares under a binding voluntary escrow deed for 200,000,000 Shares entered into between Austral Resources Australia Ltd and Thiess Group Investments Pty Ltd (Thiess) (Escrow Deed) as well employees and consultants upon exercise of performance rights (Rights). The parties subject to escrow upon exercise of 3,442,821 Rights, in addition to Thiess, are listed below: 1. Thiess Group Investments Pty Ltd 2. Daniel Jauncey; 3. Luke Johnstone; 4. Michael Hansel; 5. Shane O'Connell; 6. Cassandra Kopias; 7. Phillip Thomas; (together, the Shareholders). These securities are referred to as the Escrow Securities. The Escrow Deed is attached as Annexure A. Austral Resources Australia Ltd does not have the right to acquire the Escrow Securities or to exercise or control the exercise of any right to vote attached to the Escrow Securities.	

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Class and number of securities
Austral	Thiess Group Investments Pty Ltd	Thiess Group Investments Pty Ltd	200,000,000 Shares
Austral	Moose 2.0 Pty Ltd	Daniel Jauncey	1,584,798 Shares
Austral	Luke Johnstone	Luke Johnstone	526,151 Shares
Austral	MHHG Holdings Pty Ltd	Michael Hansel	514,943 Shares
Austral	Erane Pty Ltd	Shane O'Connell	357,358 Shares
Austral	Cassandra Kopias	Cassandra Kopias	345,465 Shares
Austral	Phillip Thomas	Phillip Thomas	114,106 Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration		Class and number of securities
		Cash	Non-cash	
Austral Resources Australia Ltd	30 June 2025	The relevant shares referred to in section 3 (items 2 to 7) of this Form 603 were issued to employees and consultants as remuneration.		3,442,821 Shares
Austral Resources Australia Ltd	24 October 2025	The relevant shares referred to in section 3 (item 1) of this Form 603 were issued as consideration under the Deed of Settlement and Forgiveness between Thiess Pty Ltd, Thiess Group Investments Pty Ltd and Austral Resources Australia Ltd, Austral Resources Operations Pty Ltd and Austral Resources Exploration Pty Ltd (Agreement).		200,000,000 Shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Austral Resources Australia Ltd	Level 9, 60 Edward Street, Brisbane City QLD 4000
Employees and consultants	C/- Level 9, 60 Edward Street, Brisbane City QLD 4000

Signature

Print name Jarek Kopias Capacity Company Secretary

Sign here  Date 28 October 2025

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

ANNEXURE A

Austral Resources Australia Ltd

ACN 142 485 470

This is Annexure A of fifteen (15) pages referred to in Form 603 (Notice of Initial Substantial Holder) released by Austral Resources Australia Ltd (ACN 142 485 470).

Signature

print name

Jarek Kopias

capacity

Company Secretary

sign here



date

28 / 10 / 2025

Execution version

Escrow Deed - Austral Resources Australia Ltd

in relation to Thiess Group Investments Pty Ltd

Clayton Utz
Lawyers
Level 15 1 Bligh Street
Sydney NSW 2000
GPO Box 9806
Sydney NSW 2001
Tel +61 2 9353 4000
Fax +61 2 8220 6700
www.claytonutz.com

Contents

1.	Definitions and interpretation	3
1.1	Definitions	3
1.2	Interpretation	5
1.3	Compliance with ASX Listing Rules	6
2.	Condition Precedent	6
3.	Escrow	6
3.1	Holder restrictions	6
3.2	Escrow restrictions	7
3.3	Notice by Holder	7
3.4	Dividends and voting rights	7
3.5	Takeovers, mergers and reorganisations	7
3.6	Reorganisation	8
3.7	Other exceptions	8
4.	Termination	9
5.	Representations, warranties and acknowledgement	9
5.1	Giving of representations and warranties	9
5.2	Holder warranties and representations	9
5.3	Survival of warranties and representations	10
6.	Consequences of breaching this deed	10
7.	Notices and other communications	10
7.1	Form	10
7.2	Delivery	10
7.3	When effective	10
7.4	Receipt - post	11
7.5	Receipt - email	11
8.	General provisions	11
8.1	Discretion in exercising rights	11
8.2	Partial exercising of rights	11
8.3	No liability for loss	11
8.4	Variation and waiver	11
8.5	Amendment	11
8.6	Further assurances	11
8.7	Survival	11
8.8	Assignment	11
8.9	Counterparts	12
8.10	Governing law	12
8.11	Entire agreement	12
8.12	Remedies	12
8.13	Inconsistent agreements	12
8.14	Severability	12
8.15	Successors and assigns	12
8.16	Fractional calculation	12
	Schedule 1 - Holder Details	13

Escrow Deed

Date	The Date specified in Schedule 1
Parties	Austral Resources Australia Ltd ACN 142 485 470 of RACQ House, Level 9, Suite 902 60 Edward Street, Brisbane QLD 4000 (Company) The Holder means the person whose name and address is set out in part 1 of Schedule 1 (Holder)

Background

- A. The Holder undertakes to the Company to hold the Escrow Shares pursuant and subject to the terms of this deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

ASX means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement means ASX Settlement Pty Limited (ABN 49 008 504 532).

ASX Settlement Operating Rules means the operating rules of ASX Settlement.

Board means the board of directors of the Company.

Business Day means a day in Brisbane, Queensland on which:

- (a) ASX is open for trading in securities; and
- (b) banks are open for general banking business.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement and Transfer Corporation Pty Ltd ACN 008 504 532.

Completion means completion of the issue of the New Shares under the Offer.

Control means, in respect of a person, the capacity to determine the outcome of decisions in relation to the financial and operating policies of that person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise (and, without limiting the previous words, a person is deemed to Control another person if it holds, directly or indirectly, together with other persons it Controls, the beneficial interest in more than 50% of the total voting rights in the other person) and **Controlled** and **Controlling** have corresponding meanings.

Corporations Act means the Corporations Act 2001 (Cth).

Deal means to, directly or indirectly:

- (a) sell, assign, transfer or otherwise dispose of, or agree or offer to sell, assign, transfer or otherwise dispose of;
- (b) enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise dispose of;
- (c) do or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of; or
- (d) agree to do any of those things,

and **Dealing** has a corresponding meaning.

dispose has the meaning given to that term in the ASX Listing Rules.

End Time has the meaning given in Part 2 of Schedule 1.

Escrow Period means the period commencing on Completion and ending at the End Time.

Escrow Shares means the securities listed in Schedule 1.

Government Agency means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any State, and any other federal, state, provincial, or local government, whether foreign or Australian.

Issuer Sponsored Subregister has the meaning given to that term in the settlement rules of ASX Settlement or other issuer sponsored register of Shares maintained by the Share Registry on behalf of the Company.

Holding Lock has the meaning given in section 2 of the ASX Settlement Operating Rules or other facility that prevents Escrowed Securities from being deducted from a holding.

New Shares means the 200,000,000 Shares offered to the Holder under the Offer.

Offer means the issue of 200,000,000 Shares at an offer price of \$0.05 per New Share in exchange for and to partially discharge the Thiess Debt owing by the Company to the Holder under the Thiess Debt Conversion (as part of a number of interrelated transactions contemplated by the Prospectus).

person means any individual, partnership, general or limited partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organisation, entity or division.

Prospectus means a prospectus lodged with the Australian Securities & Investments Commission by the Company in relation to the Offer, amongst other things, dated 3 September 2025 (in the form approved by the Holder and not as amended or supplemented in any way without the approval of the Holder) as supplemented by a Supplementary Prospectus dated 8 October 2025.

Restricted Security has the meaning given in the ASX Listing Rules.

Securities has the meaning given in the ASX Listing Rules.

Security Interest means an interest or power:

- (a) reserved in or over an interest in any securities including any retention of title;
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation or encumbrance, including any agreement to grant or create any of the above.

Share means a fully paid ordinary share of the Company.

Share Registry means the share registry engaged by the Company to administer and manage its register of shareholders in respect of the Shares.

Subsidiary has the meaning given in the Corporations Act.

Thiess Debt has the meaning given in the Prospectus.

Thiess Debt Conversion has the meaning given in the Prospectus.

Voluntary Escrow Deed means a voluntary escrow deed entered into in connection with the Offer.

1.2 Interpretation

In this deed

- (a) headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:
- (b) a reference to conduct includes an omission, statement and undertaking, whether or not in writing;
- (c) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;
- (d) a reference to this deed or to any other agreement, deed or document includes, respectively, this deed or that other agreement, deed or document as amended, novated, supplemented, varied or replaced from time to time;
- (e) words importing the singular include the plural (and vice versa), words denoting a given sex include the other sex, and words denoting individuals include corporations (and vice versa);
- (f) the word "including" or any other form of that word is not a word of limitation;
- (g) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Offer, the Company or other entities, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdictions outside Australia including the Companies Act, and rules, policies, official directives, orders or requirements of any Government Agency, including the ASX Listing Rules, ASX Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances;
- (h) references to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment or any statutory provision substituted for it, and ordinances, by laws, regulations, and other statutory instruments issued under any legislation, and references to other applicable laws includes any modifications or provisions substituted for them by a competent Government Agency;

- (i) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed, and a reference to this deed includes any schedule, exhibit and annexure;
- (j) if any day appointed or specified by this deed for the payment of any money or doing of anything falls on a day which is not a Business Day, the day so appointed or specified will be deemed to be the next Business Day;
- (k) references to currency are references to Australian currency;
- (l) references to payments to any party to this deed will be construed to include payments to another person upon the direction of such party;
- (m) all payments to be made under this deed must be made by unendorsed bank cheque or other immediately available funds and in Australian currency; and
- (n) all references to time are to the time in Sydney (unless otherwise indicated).

1.3 Compliance with ASX Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules this deed is deemed not to contain that provision to the extent of the inconsistency.

2. Condition Precedent

The undertakings of the Holder pursuant to clause 3 of this deed are conditional upon Completion occurring.

3. Escrow

3.1 Holder restrictions

During the Escrow Period the Holder agrees that it will not:

- (a) Deal with;
 - (b) Deal in any legal, beneficial or economic interest or right in respect of; or
 - (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest or right in respect of,
- any or all of the Escrow Shares.

3.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) on or as soon as practicable following Completion, the Escrow Shares will be registered in the name of the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock on the Escrow Shares as soon as practicable after registration of the Escrow Shares on the Issuer Sponsored Subregister and the Holder agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
 - (i) to the extent necessary to permit disposals of the Escrow Shares permitted by this deed;
 - (ii) in respect of any Escrow Shares that cease to be Escrow Shares in accordance with the definition of Escrow Shares; and
 - (iii) in full at the conclusion of the Escrow Period,

including notifying ASX that the Escrow Shares may or will be released from the Holding Lock for the purposes of ASX Listing Rule 3.10A. For the avoidance of doubt no holding lock may be applied by the Company, the ASX or the share registry in respect of any shares held by the Holder other than the Escrow Shares.

3.3 Notice by Holder

If the Holder becomes aware:

- (a) that any action, event or circumstance referred to in clause 3.1 has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clause 3.1 during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

3.4 Dividends and voting rights

The terms of this deed will have no effect on any rights of the Holder to:

- (a) receive or participate in dividends, any rights issue, bonus issue or other distributions in connection with the Escrow Shares; or
- (b) exercise voting rights in respect of the Escrow Shares and no voting rights are conferred on the Company or any of its associates (as defined in the Corporations Act) pursuant to this deed.

3.5 Takeovers, mergers and reorganisations

Clause 3.1 will cease to apply to the extent necessary to allow:

- (a) the Holder to accept an offer by a third party for all or a proportion of the Shares (**Takeover Offer**), provided that:
 - (i) subject to clause 3.5(a)(ii), holders of not less than 50% of the Shares to which the Takeover Offer relates that are not subject to a Voluntary

Escrow Deed nor classified as Restricted Securities have accepted the Takeover Offer (or will have accepted the Takeover Offer if the Holder accepts the Takeover Offer); or

- (ii) the Takeover Offer is unconditional (or would become unconditional if accepted by the Holder) or all conditions to the Takeover Offer have been satisfied or waived;
- (b) the Escrow Shares to be transferred or cancelled as part of an equal Share buyback, capital reduction or equal return of capital or other similar pro rata reorganisation, a merger, including by way of a scheme of arrangement or an acquisition of all Shares, which has in any such case received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts and is in accordance with applicable laws;
- (c) the Holder to tender any of the Escrow Shares into a bid acceptance facility established in connection with a Takeover Offer; or
- (d) any other such event having an effect similar to the foregoing and relating to the Escrow Shares,

provided that, if for any reason any or all Escrow Shares are not transferred or cancelled in a transaction contemplated by clauses 3.5(a) to 3.5(d) then the Holder agrees that the restrictions applying to the Escrow Shares under this deed (including under clauses 3.1 and 3.2) will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Escrow Shares not so transferred or cancelled.

3.6 Reorganisation

Clause 3.1 will cease to apply to the extent necessary to allow a Dealing in Escrow Shares provided:

- (a) the transfer does not result in a change in the beneficial ownership of the Escrow Shares;
- (b) the transfer does not extend the Escrow Period; and
- (c) the transferee enters into an escrow deed on substantially the same terms as this document, including that the transferee agrees to inherit the same restrictions on voting and disposal as under this document.

3.7 Other exceptions

Clause 3.1 will cease to apply to the extent necessary to allow a Dealing in Escrow Shares:

- (a) to the extent required by applicable law, including pursuant to an order of a court of competent jurisdiction compelling any Escrow Shares to be disposed of or a Security Interest granted over them; or
- (b) in the case of a Holder who is a natural person, the death, serious disability or permanent incapacity through ill health of the Holder (which for serious disability or permanent incapacity through ill health shall be deemed to be so for any absence of at least six months in a 12 month period or as otherwise as resolved by the Board, acting reasonably); or
- (c) that constitutes or arises under any existing or future Security Interest granted by the Holder; or
- (d) by way of a "block trade" of a parcel of not less than 40,000,000 Escrow Shares occurring by way of an off-market disposal; or

- (e) if the Dealing in Escrow Shares constitutes a disposal of some or all of the Escrow Shares to:

- (i) a company wholly-owned by the Holder or by its parent entity Thiess Group Holdings Pty Ltd; or
- (ii) a trust in relation to which the Holder and/or any relative of the Holder are the only beneficiaries;

(each a **Transferee**), where the Transferee also enters into an escrow arrangement with the Company in respect of those Escrow Shares on substantially the same terms as this deed for the remainder of the Escrow Period.

4. Termination

- (a) This deed (other than clause 4(b)) terminates with immediate effect and without the action of any party upon expiry of the Escrow Period.
- (b) The Company will procure that the Share Registry releases the Holding Lock in respect of the Escrow Shares, if still in effect, as soon as possible following termination of this deed.

5. Representations, warranties and acknowledgement

5.1 Giving of representations and warranties

Each of the warranties and representations in this clause 5 is given by the Holder in favour of the Company:

- (a) as at the date of this deed, unless a later date is specified in clause 5.2; and
- (b) from the applicable date under clause 5.1(a), at all times until expiry of the Escrow Period.

The warranties and representations in this clause 5 are given in respect of any and all Escrow Shares from time to time during the Escrow Period.

5.2 Holder warranties and representations

The Holder warrants and represents the following:

- (a) prior to the Escrow Period it has not done, or omitted to do, any act which would result in a Dealing in Escrow Shares which will take effect during the Escrow Period;
- (b) it has full power and authority to enter into and perform its obligations under this deed;
- (c) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (d) this deed constitutes a legal, valid and binding obligation on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms; and
- (e) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation; or

- (ii) its constitution or other constituent documents, if any.

5.3 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

6. Consequences of breaching this deed

- (a) If the Holder breaches this deed, or the Company believes that a prospective breach of this deed may occur, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach or prospective breach; and
 - (ii) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment or other Dealing in any Escrow Shares.
- (b) The parties agree that damages would be an insufficient remedy for a breach or prospective breach of this deed by the Holder and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's (as applicable) obligations under this deed, without proof of actual damage and without prejudice to any of the Company's other rights or remedies.

7. Notices and other communications

7.1 Form

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be in writing, signed by an authorised officer of the sender and marked for the attention of the person identified or referred to in the 'Parties' section or Schedule 1 or, if the recipient has notified otherwise, then marked for attention in the way last notified.

7.2 Delivery

They must be:

- (a) left at the relevant address set out or referred to in the Parties section or Schedule 1;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Parties section or Schedule 1;
- (c) sent by email to the email address set out or referred to in the Parties section or Schedule 1; or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or email address, then the communication must be to that address or number.

7.3 When effective

They take effect from the time they are received unless a later time is specified.

7.4 Receipt - post

If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

7.5 Receipt - email

If sent by email, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address notified for the purposes of this clause 7, 24 hours after the email was sent.

8. General provisions

8.1 Discretion in exercising rights

A party or other person referred to in this deed (including the Board) may, in its absolute discretion, give conditionally or unconditionally or withhold any approval, consent, resolution or determination under this deed, unless this deed expressly states otherwise.

8.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

8.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this deed.

8.4 Variation and waiver

A provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

8.5 Amendment

This deed may be amended only by a document signed by all parties.

8.6 Further assurances

The Holder undertakes to, and to procure that all persons under their respective Control, do all things necessary or desirable to effect the transactions contemplated by this deed as expeditiously as possible, including executing, delivering or completing any form, document or instrument necessary or desirable to give effect to any of the transactions contemplated by this deed.

8.7 Survival

The representations, warranties, undertakings and indemnities given by a party under this deed will not merge or be extinguished on Completion.

8.8 Assignment

The Holder may not transfer, assign, create an interest in, or deal in any other way with, any of their respective rights or obligations under this deed without the prior written consent of the other parties.

8.9 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to this deed. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of this deed.

8.10 Governing law

This deed and the transactions contemplated by this deed are governed by the law in force in Queensland. Each party submits to the non-exclusive jurisdiction of the courts of Queensland.

8.11 Entire agreement

This deed and the documents referred to in this deed are the entire agreement of the parties about the subject matter of this deed and supersede any representations, negotiations, arrangements, understandings or agreements and all other communications.

8.12 Remedies

The rights, remedies and powers of the parties under this deed are cumulative and not exclusive of any rights, remedies or powers provided to the parties by law.

8.13 Inconsistent agreements

If a provision of this deed is inconsistent with a provision of any other agreement, document, representation, negotiation, arrangement or understanding between the Holder and the Company, or between the Holder and any other person, other than a restriction agreement (as defined in the ASX Listing Rules), the provision of this deed prevails.

8.14 Severability

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

8.15 Successors and assigns

This deed is binding on, and has effect for the benefit of, the parties and their respective successors and permitted assigns and, in the case of the Holder, his or her personal representatives and any trustee, receiver or other person lawfully acting on its behalf.

8.16 Fractional calculation

If any calculation required to be undertaken under this deed results in a fractional number of Shares, the fractional number will be rounded up to the nearest whole number of Shares, as the case may be.

Schedule 1 - Holder Details

Date 23 October 2025

Part 1

Holder

Name: Thiess Group Investments Pty Ltd ACN 659 649 055

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

Part 2

Escrow Shares 200,000,000 New Shares to be acquired by the Holder on Completion.

End Time 12 months after Completion.

Executed as a deed.

**Executed by Austral Resources Australia Ltd
ACN 142 485 470** in accordance with section 127
of the Corporations Act 2001 (Cth):



Signature of director

Michael Kevin Hansel
Full name of above signatory



Signature of company secretary/director

David John Newling
Full name of above signatory

Holder

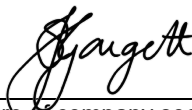
Executed by **Thiess Group Investments Pty Ltd ACN 659 649 055** in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director



Full name of above signatory



Signature of company secretary/~~director~~



Full name of above signatory