Pilbara Gold Limited

ACN 006 189 331

Notice of Extraordinary General Meeting

The Extraordinary General Meeting of the Company will be held as follows:

Time and date:	10:00am (AWST) on Tuesday, 8 September 2026
In-person:	Unit 2, Level 2, 87 Colin Street, West Perth, WA, 6005

The Notice of Extraordinary General Meeting should be read in its entirety. If Shareholders are in doubt as to how to vote, they should seek advice from their accountant, solicitor or other suitably qualified professional advisor prior to voting.

Should you wish to discuss any matter, please do not hesitate to contact the Company by telephone on +61 8 6380 1904.

Shareholders are urged to vote by lodging the Proxy Form

Pilbara Gold Limited
ACN 006 189 331
(Company)

Notice of Extraordinary General Meeting

Notice is hereby given that an Extraordinary General Meeting of Shareholders of Pilbara Gold Limited (**Company**) will be held at Unit 2, Level 2, 87 Colin Street, West Perth, WA, 6005 on Tuesday, 8 September 2026 at 10:00am (AWST) (**Meeting**).

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

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 as Shareholders on Sunday, 6 September 2026 at 10:00am (AWST).

Terms and abbreviations used in the Notice are defined in Schedule 1.

Agenda

Resolution 1 – Approval to issue KMP Performance Rights

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

'*That, pursuant to and in accordance with Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of up to 1,900,000 KMP Performance Rights to Mr Robert Klug (or his nominee/s) under the Plan on the terms and conditions in the Explanatory Memorandum.*'

Resolution 2 – Approval to issue NED Performance Rights

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

'*That, pursuant to and in accordance with Listing Rule 10.14 and for all other purposes, Shareholders approve the issue of up to 883,882 NED Performance Rights under the Plan as follows:*

(a) 441,941 NED Performance Rights to Mr Martin Reed; and

(b) 441,941 NED Performance Rights to Mr Zane Lewis,

(or their respective nominee/s) on the terms and conditions in the Explanatory Memorandum.'

Resolution 3 – Approval to issue MD Performance Rights

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

'*That, pursuant to and in accordance with Listing Rule 10.14 and for all other purposes, Shareholders approve the issue of up to 2,400,000 MD Performance Rights to Dr Peter Turner (or his nominee/s) under the Plan on the terms and conditions in the Explanatory Memorandum.'*

Voting exclusions

Pursuant to the Listing Rules, the Company will disregard any votes cast in favour of the relevant Resolution by or on behalf of the following persons:

Resolution	Disregard any votes cast in favour:
Resolution 1	by or on behalf of Robert Klug (or his nominee/s) and any other person who will obtain a material benefit as a result of the issue of these KMP Performance Rights (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
Resolution 2(a)	by or on behalf of Martin Reed (or his nominee/s), and any other person referred to in Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates.
Resolution 2(b)	by or on behalf of Zane Lewis (or his nominee/s), and any other person referred to in Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates.
Resolution 3	by or on behalf of Peter Turner (or his nominee/s), and any other person referred to in Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates.

The above voting exclusions do not apply to a vote cast in favour of the relevant Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on that Resolution, in accordance with directions given to the proxy or attorney to vote on that Resolution in that way;

(b) the Chair as proxy or attorney for a person who is entitled to vote on that Resolution, in accordance with a direction given to the Chair to vote on that 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 relevant Resolution; and

  (ii) the holder votes on that Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibitions

If you purport to cast a vote in favour other than as permitted below, that vote will be disregarded by the Company (as indicated below), and you may be liable for breaching the voting restrictions that apply to you under the Corporations Act:

Resolution	Disregard any votes cast in favour of:
Resolution 1 to **Resolution 3** (inclusive)	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 relevant Resolution, if: (a) the proxy is either a member of the Key Management Personnel or a Closely Related Party of such member; and

	(b) the appointment does not specify the way the proxy is to vote on the relevant Resolution. However, the above prohibition does not apply if: (c) the proxy is the Chair; and (d) 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. Further, in respect to **Resolution 2** and **Resolution 3** only, in accordance with section 224 of the Corporations Act, a vote on these Resolutions must not be cast (in any capacity) by or on behalf of a related party of the Company to whom the relevant Resolution would permit a financial benefit to be given, or an associate of such a related party.

BY ORDER OF THE BOARD

Robbie Featherby
Company Secretary
Pilbara Gold Limited

Dated: 30 July 2026

Pilbara Gold Limited
ACN 006 189 331
(Company)

Explanatory Memorandum

1. Introduction

The Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at Unit 2, Level 2, 87 Colin Street, West Perth, WA, 6005 on Tuesday, 8 September 2026 at 10:00am (AWST).

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

The Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolutions:

Section 2	Action to be taken by Shareholders
Section 3	Resolution 1 – Approval to issue KMP Performance Rights
Section 4	Resolution 2 – Approval to issue NED Performance Rights
Section 5	Resolution 3 – Approval to issue MD Performance Rights
Schedule 1	Definitions
Schedule 2	Terms and conditions of Performance Rights
Schedule 3	Summary of material terms of the Plan

A Proxy Form is made available with this Notice.

2. Action to be taken by Shareholders

Shareholders should read the Notice including the Explanatory Memorandum carefully before deciding how to vote on the Resolutions.

2.1 Voting in person

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

2.2 Voting by a corporation

A Shareholder that is a corporation may appoint an individual to act as its representative and vote in person at the Meeting. The appointment must comply with the requirements of section 250D of the Corporations Act. The representative should bring to the Meeting evidence of their appointment, including any authority under which it is signed.

2.3 Voting by proxy

A Proxy Form is made available with this Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are invited and encouraged to attend the Meeting or, if they are unable to attend in person, complete the Proxy Form to the Company in accordance with the instructions thereon. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting in person.

Please note that:

(a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;

(b) a proxy need not be a member of the Company; and

(c) a member of the Company 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, but where the proportion or number is not specified, each proxy may exercise half of the votes.

The available Proxy Form provides further details on appointing proxies and lodging Proxy Forms.

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular resolution and, if it does:

(a) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (i.e. as directed);

(b) if the proxy has 2 or more appointments that specify different ways to vote on the resolution – the proxy must not vote on a show of hands;

(c) if the proxy is the Chair of the meeting at which the resolution is voted on – the proxy must vote on a poll, and must vote that way (i.e. as directed); and

(d) if the proxy is not the Chair – the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (i.e. as directed).

Section 250BC of the Corporations Act provides that, if:

(a) an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members;

(b) the appointed proxy is not the chair of the meeting;

(c) at the meeting, a poll is duly demanded, or is otherwise required under section 250JA on the resolution; and

(d) either the proxy is not recorded as attending the meeting or the proxy does not vote on the resolution,

the Chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting.

Your proxy voting instruction must be received by 10:00am (AWST) on Sunday, 6 September 2026, being not later than 48 hours before the commencement of the Meeting.

2.4 Chair's voting intentions

The Chair intends to exercise all available proxies in favour of all Resolutions, unless the Shareholder has expressly indicated a different voting intention.

Subject to the below, if the Chair is your proxy, either by appointment or by default, and you have not indicated your voting intention, you expressly authorise the Chair to exercise the proxy in respect of Resolution 1 to Resolution 3 (inclusive), even though these Resolutions are connected directly or indirectly with the remuneration of the Company's Key Management Personnel.

If the Chair is a person referred to in the voting prohibition statement applicable to Resolution 2 and Resolution 3 (under section 224 of the Corporations Act), the Chair will only be able to cast a vote as proxy for you on the relevant Resolution if you are entitled to vote and have specified your voting intention in the Proxy Form.

In exceptional circumstances, the Chair of the Meeting may change their voting intention on any Resolution, in which case an ASX announcement will be made.

2.5 Submitting questions

Shareholders may submit questions in advance of the Meeting to the Company. Questions must be submitted by emailing the Company Secretary at robbie@sccperth.com.au by no later than five business days before the Meeting.

Shareholders will also have the opportunity to submit questions during the Meeting in respect to the formal items of business. In order to ask a question during the Meeting, please follow the instructions from the Chair.

The Chair will attempt to respond to the questions during the Meeting. The Chair will request prior to a Shareholder asking a question that they identify themselves (including the entity name of their shareholding and the number of Shares they hold).

3. Resolution 1 – Approval to issue KMP Performance Rights

3.1 General

On 10 June 2026, the Company announced that former Director Robert Klug would step down from the Board to become the Company's Chief Legal and Financial Officer.

As part of Mr Klug's transition to the Company's Chief Legal and Financial Officer, the Company has agreed, subject to receiving Shareholder approval pursuant to this Resolution 1, to issue 1,900,000 Performance Rights (**KMP Performance Rights**) to Mr Klug (or his nominee/s) as follows:

Tranche	KMP Performance Rights	Vesting Condition	Milestone end date	Grace Period	Expiry Date
Tranche 1	380,000	Completion of a PFS in respect of the Company's Mt York Project by 1 April 2027.	1 April 2027	75% of Tranche 1 to vest if the Vesting Condition is satisfied by 1 July 2027 (3-month grace period).	1 January 2028
Tranche 2	380,000	Completion of a DFS by 1 April 2028 outlining an initial 10-year life of mine with production of 100,000 oz Au per annum or more (average annual production).	1 April 2028	75% of Tranche 2 to vest if the Vesting Condition is satisfied by 1 October 2028 (6-month grace period).	1 April 2029
Tranche 3	475,000	The Company: • obtaining all major regulatory approvals required to make a final investment decision at the Mt York Project; and • securing financing for the Pre-Production CapEx available by 1 April 2029.	1 April 2029	75% of Tranche 3 to vest if the Vesting Condition is satisfied by 1 October 2029 (6-month grace period).	1 April 2030
Tranche 4	380,000	The Company announcing an aggregate 3.25 Moz (or greater) Mineral Resource Estimate in measured, indicated and inferred categories at 1g/t Au or Au Equivalent(1) reported in accordance with the JORC Code, excluding any Acquired Resources.	1 July 2028	75% of Tranche 4 to vest if: • the Vesting Condition is satisfied by 1 October 2028 (3-month grace period); or • the Company announcing a 3.25 Moz Mineral Resource Estimate in measured, indicated and inferred categories @ ≥ 0.9g/t Au or Au	1 April 2029

				Equivalent(1) reported in accordance with the JORC Code, excluding any Acquired Resources.	
Tranche 5	285,000	The Company announcing a 1,000,000 ounces Mineral Reserve in proven and probable categories at ≥ 0.9g/t Au or Au Equivalent reported in accordance with the JORC Code, excluding any Acquired Reserves.	1 April 2029	75% of Tranche 5 to vest if: • the Vesting Condition is satisfied by 1 October 2029 (6-month grace period); or • the Company announcing a 1,000,000 ounces Mineral Reserve in proven and probable categories @ ≥ 0.8 g/t Au or Au Equivalent(1) reported in accordance with the JORC Code by 1 April 2029 (excluding any Acquired Reserves).	1 April 2030
Total	**1,900,000**				

Note: '**Au Equivalent**' means a gold equivalent which may contain gold, copper, silver, zinc, nickel, cobalt and / or lead

The KMP Performance Rights will otherwise be subject to the terms and conditions in Schedule 2.

The Company is at an important stage of development with significant opportunities and challenges in both the near- and long-term, and the proposed issue of KMP Performance Rights aims to align the efforts of Mr Klug with the Company's Board in seeking to achieve the growth and advancement of the Company's projects.

The Board believes that the issue of these KMP Performance Rights will align the interests of Mr Klug with those of the Company and its Shareholders. In addition, the Board believes that incentivising Mr Klug with Performance Rights is a prudent means of conserving the Company's available cash reserves. The Board believes it is important to offer these KMP Performance Rights to continue to attract highly experienced and qualified key management personnel in a competitive market.

Resolution 1 seeks Shareholder approval pursuant to Listing Rule 10.11 for the issue of 1,900,000 KMP Performance Rights to Mr Klug (or his nominee/s).

3.2 Listing Rule 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue Equity Securities to any of the following persons without the approval of its Shareholders:

(a) a related party (Listing Rule 10.11.1);

(b) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial holder (30%+) in the company (Listing Rule 10.11.2);

(c) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial holder (10%+) in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so (Listing Rule 10.11.3);

(d) an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3 (Listing Rule 10.11.4); or

(e) a person whose relation with the company or a person referred to in Listing Rule 10.11.1 or 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders (Listing Rule 10.11.5).

Mr Klug is a related party of the Company by virtue of having been a Director within the past 6 months, having resigned as a Director effective from 1 June 2026. Shareholder approval for the issue of the KMP Performance Rights is therefore required unless an exception applies. It is the view of the Board that the exceptions set out in Listing Rule 10.12 do not apply in the current circumstances.

The effect of Shareholders passing Resolution 1 will be to allow the Company to proceed with the issue of the KMP Performance Rights to Mr Klug (or his nominee/s).

If Resolution 1 is not passed, the Company will not be able to proceed with the issue of the KMP Performance Rights to Mr Klug (or his nominee/s) and the Company may consider alternative commercial means to incentivise Mr Klug, including by the payment of cash, subject to the requirements of the Constitution, Corporations Act and Listing Rules.

3.3 Specific information required by Listing Rule 10.13

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in relation to the proposed issue of the KMP Performance Rights:

(a) The KMP Performance Rights will be issued to Mr Robert Klug (or his nominee/s).

(b) Mr Klug falls into the category stipulated by Listing Rule 10.11.1 by virtue of having previously been a Director within the past 6 months. In the event the KMP Performance Rights are issued to a nominee of Mr Klug, that nominee will fall into the category stipulated by Listing Rule 10.11.4.

(c) The maximum number of KMP Performance Rights to be issued to Mr Klug (or his nominee/s) is 1,900,000.

(d) The KMP Performance Rights will be issued on the terms and conditions set out in Schedule 2.

(e) The KMP Performance Rights will be issued to Mr Klug (or his nominee/s) as soon as practicable after the Meeting and in any event no later than 1 month after the date of the Meeting.

(f) The KMP Performance Rights are being issued for nil cash consideration for the reasons and purposes outlined in Section 3.1 above. As such, the Company will not raise any funds from the issue of the KMP Performance Rights.

(g) The current total annual remuneration package for Mr Klug as at the date of this Notice is $380,000 (inclusive of superannuation).

(h) A summary of the material terms of the Plan is in Schedule 3.

(i) A voting exclusion statement is included in the Notice.

3.4 Chapter 2E of the Corporations Act

In accordance with Chapter 2E of the Corporations Act, in order to give a financial benefit to a related party, the Company must:

(a) obtain Shareholder approval in the manner set out in section 217 to 227 of the Corporations Act; and

(b) give the benefit within 15 months following such approval,

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

The proposed issue of the KMP Performance Rights constitutes giving a financial benefit to a related party of the Company.

The Board considers that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the KMP Performance Rights, because the issue of the KMP Performance Rights constitutes reasonable remuneration payable to Mr Klug and therefore falls within the exception stipulated by section 211 of the Corporations Act.

3.5 Additional information

Resolution 1 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 1.

4. Resolution 2 – Approval to issue NED Performance Rights

4.1 General

On 10 June 2026, the Company announced that Martin Reed had been appointed as a Non-Executive Director of the Company with effect from 1 June 2026.

The Company is proposing to issue Performance Rights (**NED Performance Rights**) valued at up to $500,000, based on the 20-Day VWAP of the Company's Shares up to 1 July 2026 (being approximately $0.566), under the Plan and subject to Shareholder approval as to two of the Company's Directors as follows:

(a) 441,941 NED Performance Rights to Mr Martin Reed (or his nominee/s) pursuant to the terms of Mr Reed's appointment as Director (the subject of Resolution 2(a)); and

(b) 441,941 NED Performance Rights to Mr Zane Lewis (or his nominee/s) (the subject of Resolution 2(b)).

Collectively, Mr Reed and Mr Lewis are the **Non-Executive Directors**. The NED Performance Rights will be issued to each recipient in the tranches and subject to the vesting conditions outlined below:

Tranche	% of NED Performance Rights	Vesting Condition	Milestone end date	Grace Period	Expiry Date
Tranche 1	20%	Completion of a PFS in respect of the Company's Mt York Project by 1 April 2027.	1 April 2027	75% of Tranche 1 to vest if the Vesting Condition is satisfied by 1 July 2027 (3-month grace period).	1 January 2028
Tranche 2	20%	Completion of a DFS by 1 April 2028 outlining an initial 10-year life of mine with production of 100,000 oz Au per annum or more (average annual production).	1 April 2028	75% of Tranche 2 to vest if the Vesting Condition is satisfied by 1 October 2028 (6-month grace period).	1 April 2029
Tranche 3	25%	The Company: • obtaining all major regulatory approvals required to make a final investment decision at the Mt York Project; and • securing financing for the Pre-Production CapEx available by 1 April 2029.	1 April 2029	75% of Tranche 3 to vest if the Vesting Condition is satisfied by 1 October 2029 (6-month grace period).	1 April 2030
Tranche 4	20%	The Company announcing an aggregate 3.25 Moz (or greater) Mineral Resource Estimate in measured, indicated and inferred categories at 1g/t Au or Au Equivalent(1) reported	1 July 2028	75% of Tranche 4 to vest if: • the Vesting Condition is satisfied by 1 October 2028 (3-month grace period); or • the Company announcing a 3.25 Moz	1 April 2029

		in accordance with the JORC Code, excluding any Acquired Resources.		Mineral Resource Estimate in measured, indicated and inferred categories @ ≥ 0.9g/t Au or Au Equivalent(1) reported in accordance with the JORC Code, excluding any Acquired Resources.	
Tranche 5	15%	The Company announcing a 1,000,000 ounces Mineral Reserve in proven and probable categories at ≥ 0.9g/t Au or Au Equivalent reported in accordance with the JORC Code, excluding any Acquired Reserves.	1 April 2029	75% of Tranche 5 to vest if: • the Vesting Condition is satisfied by 1 October 2029 (6-month grace period); or • the Company announcing a 1,000,000 ounces Mineral Reserve in proven and probable categories @ ≥ 0.8 g/t Au or Au Equivalent(1) reported in accordance with the JORC Code by 1 April 2029 (excluding any Acquired Reserves).	1 April 2030
Total	**100%**				

Note: '**Au Equivalent**' means a gold equivalent which may contain gold, copper, silver, zinc, nickel, cobalt and / or lead.

The NED Performance Rights will otherwise be subject to the terms and conditions in Schedule 2.

The Company is at an important stage of development with significant opportunities and challenges in both the near- and long-term, and the proposed issue of NED Performance Rights aims to align the efforts of the Non-Executive Directors with the other Directors in seeking to achieve the growth and advancement of the Company's projects.

The Board believes that the issue of these NED Performance Rights will align the interests of the Non-Executive Directors with those of the Company and its Shareholders. In addition, the Board also believes that incentivising the Non-Executive Directors with Performance Rights is a prudent means of conserving the Company's available cash reserves. The Board believes it is important to offer these NED Performance Rights to continue to attract and maintain highly experienced and qualified Board members in a competitive market.

Resolution 2(a) and Resolution 2(b) seeks Shareholder approval pursuant to Listing Rule 10.14 for the issue of the NED Performance Rights to Messrs Reed and Lewis (or their respective nominee/s) under the Plan.

4.2 Listing Rule 10.14

Listing Rule 10.14 provides that an entity must not permit any of the following persons to acquire Equity Securities under an employee incentive scheme without the approval of its shareholders:

(a) a director of the entity (Listing Rule 10.14.1);

(b) an associate of a person referred to in Listing Rule 10.14.1 (Listing Rule 10.14.2); and

(c) a person whose relationship with the entity or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by its shareholders (Listing Rule 10.14.3).

Approval pursuant to Listing Rule 7.1 is not required for the issue of the NED Performance Rights as approval is being obtained under Listing Rule 10.14. Accordingly, the issue of the NED Performance Rights to the Non-Executive Directors (or their respective nominee/s) will not be included in the Company's 15% annual placement capacity in Listing Rule 7.1.

The effect of Shareholders passing Resolution 2(a) and Resolution 2(b) will be to allow the Company to issue the NED Performance Rights to the Non-Executive Directors (or their respective nominee/s).

If Resolution 2(a) and Resolution 2(b) are not passed, the Company will not be able to proceed with the issue of the NED Performance Rights to the Non-Executive Directors (or their respective nominee/s) and the Company will consider alternative commercial means to incentivise the Non-Executive Directors, including by the payment of cash, subject to the requirements of the Constitution, Corporations Act and Listing Rules.

Resolution 2(a) and Resolution 2(b) are not inter-conditional, and Shareholders may approve some or all of those Resolutions, in which case, the NED Performance Rights the subject of the relevant Resolution(s) will be issued, even though Shareholders have not approved all of these Resolutions.

4.3 Specific information required by Listing Rule 10.15

Pursuant to and in accordance with Listing Rule 10.15, the following information is provided in relation to the proposed issue of the NED Performance Rights:

(a) The NED Performance Rights will be issued to the Non-Executive Directors (or their respective nominee/s).

(b) Each of the Non-Executive Directors fall into the category stipulated by Listing Rule 10.14.1 by virtue of being a Director of the Company. In the event that the NED Performance Rights are issued to a nominee of the Non-Executive Directors, that person will fall into the category stipulated by Listing Rule 10.14.2.

(c) The maximum number of NED Performance Rights to be issued to the Non-Executive Directors (or their respective nominee/s) is 883,882 in the proportions set out in Section 4.1 above.

(d) The current total annual remuneration for each Non-Executive Director (excluding the value of the proposed NED Performance Rights) is set out below:

Non-Executive Director	Total Annual Remuneration (including superannuation) ($)
Martin Reed	$60,000
Zane Lewis	$71,640

(e) Since the Plan was last approved by Shareholders at the Company's annual general meeting on 12 November 2025, no Equity Securities have been issued to the Non-Executive Directors under the Plan.

(f) The NED Performance Rights will be issued on the terms and conditions set out in Schedule 2.

(g) The Board considers that Performance Rights, rather than Shares, are an appropriate form of incentive on the basis that:

(i) the NED Performance Rights are designed to attract, retain and reward the Non-Executive Directors for the advancement of the Company's projects and the creation of Shareholder value for the Company. The issue of the NED Performance Rights will therefore further align the interests of the Non-Executive Directors with Shareholders;

(ii) the Non-Executive Directors will only obtain the value of the NED Performance Rights and be able to exercise the NED Performance Rights into Shares upon satisfaction of the relevant vesting conditions; and

(iii) the issue of NED Performance Rights instead of cash is a prudent means of rewarding and incentivising the Non-Executive Directors whilst conserving the Company's available cash reserves.

(h) The Company has valued the NED Performance Rights at a total of $500,000, using the 20-Day VWAP of the Company's Shares up to 1 July 2026.

(i) The NED Performance Rights will be issued to the Non-Executive Directors (or their respective nominee/s) as soon as practicable following the Meeting and in any event, no later than 3 years following the Meeting.

(j) The NED Performance Rights will be issued for nil cash consideration and will be provided as an incentive component to each of the Non-Executive Directors' remuneration package.

(k) A summary of the material terms of the Plan is in Schedule 3.

(l) No loan will be provided in relation to the issue of the NED Performance Rights.

(m) Details of any Equity Securities issued under the Plan will be published in the annual general report of the Company relating to a period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14. Any additional persons covered by Listing Rule 10.14 who become entitled to participate in the Plan after Resolution 2(a) to Resolution 2(b) is approved and who were not named in the Notice will not participate until approval is obtained under Listing Rule 10.14.

(n) A voting exclusion statement is included in the Notice.

4.4 Chapter 2E of the Corporations Act

A summary of Chapter 2E of the Corporations Act is set out in Section 3.4 above.

The proposed issue of the NED Performance Rights constitutes giving a financial benefit to a related party of the Company.

The Board (other than the Non-Executive Directors and Dr Turner who have a personal interest in the outcome of Resolution 2 and Resolution 3) considers that, Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the NED Performance Rights, because the issue of the NED Performance Rights constitutes reasonable remuneration payable to the Non-Executive Directors and therefore falls within the exception stipulated by section 211 of the Corporations Act.

4.5 Additional information

Resolution 2(a) and Resolution 2(b) are each a separate ordinary resolution.

The Board (other than the Non-Executive Directors and Dr Turner who have a personal interest in the outcome of Resolution 2 and Resolution 3) recommend Shareholders vote in favour of Resolution 2(a) and Resolution 2(b).

5. Resolution 3 – Approval to issue MD Performance Rights

5.1 General

The Company is proposing, subject to obtaining Shareholder approval, to issue up to 2,400,000 Performance Rights under the Plan (**MD Performance Rights**) to Dr Peter Turner (or his nominee/s).

The MD Performance Rights will be issued to Dr Turner in the tranches and subject to the vesting conditions set out below:

Tranche	Number of MD Performance Rights	Vesting Condition	Milestone end date	Grace Period	Expiry Date
Tranche 1	480,000	Completion of a PFS in respect of the Company's Mt York Project by 1 April 2027.	1 April 2027	75% of Tranche 1 to vest if the Vesting Condition is satisfied by 1 July 2027 (3-month grace period).	1 January 2028
Tranche 2	480,000	Completion of a DFS by 1 April 2028 outlining an initial 10-year life of mine with production of 100,000 oz Au per annum or more (average annual production).	1 April 2028	75% of Tranche 2 to vest if the Vesting Condition is satisfied by 1 October 2028 (6-month grace period).	1 April 2029
Tranche 3	600,000	The Company: • obtaining all major regulatory approvals required to make a final investment decision at the Mt York Project; and • securing financing for the Pre-Production CapEx available by 1 April 2029.	1 April 2029	75% of Tranche 3 to vest if the Vesting Condition is satisfied by 1 October 2029 (6-month grace period).	1 April 2030
Tranche 4	480,000	The Company announcing an aggregate 3.25 Moz (or greater) Mineral Resource Estimate in measured, indicated and inferred categories at 1g/t Au or Au Equivalent(1) reported in accordance with the JORC Code, excluding any Acquired Resources.	1 July 2028	75% of Tranche 4 to vest if: • the Vesting Condition is satisfied by 1 October 2028 (3-month grace period); or • the Company announcing a 3.25 Moz Mineral Resource Estimate in measured, indicated and inferred categories @ ≥ 0.9g/t Au or Au Equivalent(1) reported in accordance with the JORC Code, excluding any Acquired Resources.	1 April 2029

Tranche 5	360,000	The Company announcing a 1,000,000 ounces Mineral Reserve in proven and probable categories at ≥ 0.9g/t Au or Au Equivalent reported in accordance with the JORC Code, excluding any Acquired Reserves.	1 April 2029	75% of Tranche 5 to vest if: • the Vesting Condition is satisfied by 1 October 2029 (6-month grace period); or • the Company announcing a 1,000,000 ounces Mineral Reserve in proven and probable categories @ ≥ 0.8 g/t Au or Au Equivalent(1) reported in accordance with the JORC Code by 1 April 2029 (excluding any Acquired Reserves).	1 April 2030
Total	**2,400,000**				

Note: '**Au Equivalent**' means a gold equivalent which may contain gold, copper, silver, zinc, nickel, cobalt and / or lead.

The MD Performance Rights will otherwise be subject to the terms and conditions in Schedule 2.

The Company is at an important stage of development with significant opportunities and challenges in both the near- and long-term, and the proposed issue of MD Performance Rights aims to align the efforts of Dr Turner with the other Directors in seeking to achieve the growth and advancement of the Company's projects.

The Board believes that the issue of these MD Performance Rights will align the interests of Dr Turner with those of the Company and its Shareholders. In addition, the Board also believes that incentivising Dr Turner with Performance Rights is a prudent means of conserving the Company's available cash reserves. The Board believes it is important to offer these MD Performance Rights to continue to attract and maintain highly experienced and qualified Board members in a competitive market.

Resolution 3 seeks Shareholder approval pursuant to Listing Rule 10.14 for the issue of the MD Performance Rights to Dr Peter Turner (or his nominee/s) under the Plan.

5.2 Listing Rule 10.14

A summary of Listing Rule 10.14 is set out in Section 4.2 above.

Approval pursuant to Listing Rule 7.1 is not required for the issue of the MD Performance Rights as approval is being obtained under Listing Rule 10.14. Accordingly, the issue of the MD Performance Rights to Dr Peter Turner (or his nominee/s) will not be included in the Company's 15% annual placement capacity in Listing Rule 7.1.

The effect of Shareholders passing Resolution 3 will be to allow the Company to issue the MD Performance Rights to Dr Turner (or his nominee/s).

If Resolution 3 is not passed, the Company will not be able to proceed with the issue of the MD Performance Rights to Dr Turner (or his nominee/s) and the Company will consider alternative commercial means to incentivise Dr Turner, including by the payment of cash, subject to the requirements of the Constitution, Corporations Act and Listing Rules.

5.3 Specific information required by Listing Rule 10.15

Pursuant to and in accordance with Listing Rule 10.15, the following information is provided in relation to the proposed issue of the MD Performance Rights:

(a) The MD Performance Rights will be issued to Dr Peter Turner (or his nominee/s).

(b) Dr Turner falls into the category stipulated by Listing Rule 10.14.1 by virtue of being a Director of the Company. In the event that the MD Performance Rights are issued to a nominee of Dr Turner, that person will fall into the category stipulated by Listing Rule 10.14.2.

(c) A maximum of 2,400,000 MD Performance Rights will be issued to Dr Turner (or his nominee/s) in the proportions set out in Section 5.1 above.

(d) The total annual remuneration package for Dr Turner is $448,000 (inclusive of superannuation) and does not include the value of the MD Performance Rights (being $1,357,647).

(e) Since the Plan was last approved by Shareholders at the Company's annual general meeting on 12 November 2025, no Equity Securities have been issued to Dr Turner under the Plan.

(f) The MD Performance Rights will be issued on the terms and conditions set out in Schedule 2.

(g) The Board considers that Performance Rights, rather than Shares, are an appropriate form of incentive on the basis that:

   (i) the MD Performance Rights are designed to retain and reward Dr Turner for the advancement of the Company's projects and the creation of Shareholder value for the Company. The issue of the MD Performance Rights will therefore further align the interests of Dr Turner with Shareholders;

   (ii) Dr Turner will only obtain the value of the MD Performance Rights and be able to exercise the MD Performance Rights into Shares upon satisfaction of the relevant vesting conditions; and

   (iii) the issue of MD Performance Rights instead of cash is a prudent means of rewarding and incentivising Dr Turner whilst conserving the Company's available cash reserves.

(h) The Company has completed a valuation of the MD Performance Rights based on the 20-Day VWAP of Shares up to 1 July 2026 (being approximately $0.566), with a summary as follows:

Recipient	Tranche 1	Tranche 2	Tranche 3	Tranche 4	Tranche 5	Total
Dr Peter Turner	271,529	271,529	339,412	271,529	203,647	**1,357,647**

(i) The MD Performance Rights will be issued to Dr Turner (or his nominee/s) as soon as practicable following the Meeting and in any event, no later than 3 years following the Meeting.

(j) The MD Performance Rights will be issued for nil cash consideration and will be provided as an incentive component to Dr Turner's remuneration package.

(k) A summary of the material terms of the Plan is in Schedule 3.

(l) No loan will be provided in relation to the issue of the MD Performance Rights.

(m) Details of any Equity Securities issued under the Plan will be published in the annual general report of the Company relating to a period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14. Any additional persons covered by Listing Rule 10.14 who become entitled to participate in the Plan after Resolution 3 is approved and who were not named in the Notice will not participate until approval is obtained under Listing Rule 10.14.

(n) A voting exclusion statement is included in the Notice.

5.4 Chapter 2E of the Corporations Act

A summary of Chapter 2E of the Corporations Act is in Section 4.4 above.

The proposed issue of the MD Performance Rights constitutes giving a financial benefit to a related party of the Company.

The Board (other than Dr Turner and the Non-Executive Directors who have a personal interest in the outcome of Resolution 2 and Resolution 3) consider that, Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the MD Performance Rights, because the issue of the MD Performance Rights constitutes reasonable remuneration payable to Dr Turner and therefore falls within the exception stipulated by section 211 of the Corporations Act.

5.5 Additional information

Resolution 3 is an ordinary resolution.

The Board (other than Dr Turner and the Non-Executive Directors who have a personal interest in the outcome of Resolution 2 and Resolution 3) recommend Shareholders vote in favour of Resolution 3.

Schedule 1 Definitions

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

20-Day VWAP	means the volume weighted average price of Shares traded on ASX during the 20 consecutive Trading Days on which Shares actually trade on ASX prior to the relevant date.
$ or A$	means Australian Dollars.
Acquired Reserve	means any Mineral Reserve reported in accordance with the JORC Code prior to the Company acquiring the relevant tenement or project
Acquired Resource	means any Mineral Resource Estimate reported in accordance with the JORC Code prior to the Company acquiring the relevant tenement or project
ASX	means the ASX Limited (ABN 98 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.
Board	means the board of Directors.
Chair	means the person appointed to chair the Meeting of the Company convened by the Notice.
Closely Related Party	means: (a) a spouse or child of the member; or (b) has the meaning given in section 9 of the Corporations Act.
Company	means Pilbara Gold Limited (ACN 006 189 331).
Constitution	means the constitution of the Company as at the date of the Meeting.
Corporations Act	means the *Corporations Act 2001* (Cth), as amended.
DFS	means Definitive Feasibility Study.
Director	means a director of the Company.
Equity Security	has the same meaning as in the Listing Rules.
Explanatory Memorandum	means the explanatory memorandum which forms part of the Notice.
JORC Code	means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves 2012 edition or any subsequent edition.
Key Management Personnel	has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any Director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.
KMP Performance Rights	has the meaning given in Section 3.1.

Listing Rules	means the listing rules of ASX.
MD Performance Rights	has the meaning given in Section 5.1.
Meeting	has the meaning given in the introductory paragraph of the Notice.
Mineral Reserve	has the meaning given to that term in the JORC Code.
Mineral Resource Estimate	has the meaning given to that term in the JORC Code.
NED Performance Rights	has the meaning given in Section 4.1.
Non-Executive Directors	means Mr Martin Reed and Mr Zane Lewis collectively.
Notice	means this notice of extraordinary general meeting.
Option	means an option to acquire a Share.
Performance Right	means a right, subject to certain terms and conditions, to acquire a Share on the satisfaction (or waiver) of certain performance conditions.
PFS	means Pre-Feasibility Study.
Plan	means the '*Pilbara Gold Limited Employee Securities Incentive Plan*', a summary of which is in Schedule 3.
Pre-Production CapEx	means Pre-Production Capital Expenditure in respect of the Mt York Project as set out in the proposed Mt York DFS.
Proxy Form	means the proxy form made available with the Notice.
Resolution	means a resolution referred to in the Notice.
Schedule	means a schedule to the Notice.
Section	means a section of the Explanatory Memorandum.
Securities	means any Equity Securities of the Company (including Shares, Options and/or Performance Rights).
Share	means a fully paid ordinary share in the capital of the Company.
Shareholder	means the holder of a Share.
Trading Day	means days determined by ASX to be trading days, in accordance with the Listing Rules.
WST or AWST	means Western Standard Time, being the time in Perth, Western Australia.

Schedule 2 Terms and conditions of Performance Rights

A summary of the terms and conditions of the KMP Performance Rights, NED Performance Rights and MD Performance Rights (collectively referred to as "**Performance Rights**" in this Schedule) is below:

1. (**Entitlement**): Subject to the terms and conditions set out below, each Performance Right, once vested, entitles the holder upon exercise to the issue of one fully paid ordinary share in the capital of the Company (**Share**).

2. (**Issue price**): The Performance Rights are issued for nil cash consideration.

3. (**Vesting Condition**): Subject to the terms and conditions set out below, the Performance Rights be subject to the following vesting conditions (**Vesting Condition**):

Tranche	Vesting Condition	Milestone end date	Grace Period	Expiry Date
Tranche 1	Completion of a PFS in respect of the Company's Mt York Project by 1 April 2027.	1 April 2027	75% of Tranche 1 to vest if the Vesting Condition is satisfied by 1 July 2027 (3-month grace period).	1 January 2028
Tranche 2	Completion of a DFS by 1 April 2028 outlining an initial 10-year life of mine with production of 100,000 oz Au per annum or more (average annual production).	1 April 2028	75% of Tranche 2 to vest if the Vesting Condition is satisfied by 1 October 2028 (6-month grace period).	1 April 2029
Tranche 3	The Company: • obtaining all major regulatory approvals required to make a final investment decision at the Mt York Project; and • securing financing for the Pre-Production CapEx available by 1 April 2029.	1 April 2029	75% of Tranche 3 to vest if the Vesting Condition is satisfied by 1 October 2029 (6-month grace period).	1 April 2030
Tranche 4	The Company announcing an aggregate 3.25 Moz (or greater) Mineral Resource Estimate in measured, indicated and inferred categories at 1g/t Au or Au Equivalent(1) reported in accordance with the JORC Code, excluding any Acquired Resources.	1 July 2028	75% of Tranche 4 to vest if: • the Vesting Condition is satisfied by 1 October 2028 (3-month grace period); or • the Company announcing a 3.25 Moz Mineral Resource Estimate in measured, indicated and inferred categories @ ≥ 0.9g/t Au or Au Equivalent(1) reported in accordance with the JORC Code, excluding any Acquired Resources.	1 April 2029
Tranche 5	The Company announcing a 1,000,000 ounces Mineral Reserve in proven and probable categories at ≥ 0.9g/t Au or Au Equivalent reported in accordance with the JORC Code, excluding any Acquired Reserves.	1 April 2029	75% of Tranche 5 to vest if: • the Vesting Condition is satisfied by 1 October 2029 (6-month grace period); or • the Company announcing a 1,000,000 ounces Mineral Reserve in proven and probable categories @ ≥ 0.8	1 April 2030

	g/t Au or Au Equivalent(1) reported in accordance with the JORC Code by 1 April 2029 (excluding any Acquired Reserves).	
Total		

Note: '**Au Equivalent**' means a gold equivalent which may contain gold, copper, silver, zinc, nickel, cobalt and / or lead.

4. (**Vesting**): Subject to the satisfaction of the Vesting Condition, the Company will notify the holder in writing (**Vesting Notice**) within 3 business days of becoming aware that the relevant Vesting Condition has been satisfied.

5. (**Expiry Date**): The Performance Rights will expire and lapse on the first to occur of the following:

   (a) the Vesting Condition becoming incapable of satisfaction due to the cessation of employment of the holder with the Company (or any of its subsidiary entities) (subject to the exercise of the Board's discretion under the Plan); and

   (b) 5:00pm (AWST) on the dates set out in paragraph 3,

   (**Expiry Date**).

6. (**Exercise**): At any time between receipt of a Vesting Notice and the Expiry Date (as defined in clause 5 above), the holder may apply to exercise Performance Rights by delivering a signed notice of exercise to the Company Secretary. The holder is not required to pay a fee to exercise the Performance Rights.

7. (**Issue of Shares**): As soon as practicable after the valid exercise of a vested Performance Right, the Company will:

   (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;

   (b) issue a substitute Certificate for any remaining unexercised Performance Rights held by the holder;

   (c) if required, and subject to clause 8, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and

   (d) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.

8. (**Restrictions on transfer of Shares**): If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.

9. (**Ranking**): All Shares issued upon the conversion of Performance Rights will upon issue rank equally in all respects with other Shares.

10. (**Transferability of the Performance Rights**): The Performance Rights are not transferable, except with the prior written approval of the Company at its sole discretion and subject to compliance with the Corporations Act and Listing Rules.

11. (**Dividend rights**): A Performance Right does not entitle the holder to any dividends.

12. (**Voting rights**): A Performance Right does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the ASX Listing Rules where such rights cannot be excluded by these terms.

13. (**Quotation of the Performance Rights**): The Company will not apply for quotation of the Performance Rights on any securities exchange.

14. (**Adjustments for reorganisation**): If there is any reorganisation of the issued share capital of the Company, the rights of the Performance Rights holder will be varied in accordance with the Listing Rules.

15. (**Entitlements and bonus issues**): Subject to the rights under clause 16, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.

16. (**Bonus issues**): If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment), the number of Shares which must be issued on the exercise of a vested Performance Right will be increased by the number of Shares which the holder would have received if the holder had exercised the Performance Right before the record date for the bonus issue.

17. (**Return of capital rights**): The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

18. (**Rights on winding up**): The Performance Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.

19. (**Takeovers prohibition**):

    (a) the issue of Shares on exercise of the Performance Rights is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and

    (b) the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Performance Rights.

20. (**No other rights**): A Performance Right does not give a holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

21. (**Amendments required by ASX**): The terms of the Performance Rights may be amended as considered necessary by the Board in order to comply with the ASX Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the holder are not diminished or terminated.

22. (**Plan**): The Performance Rights are issued pursuant to and are subject to the Plan. In the event of conflict between a provision of these terms and conditions and the Plan, these terms and conditions prevail to the extent of that conflict.

23. (**Constitution**): Upon the issue of the Shares on exercise of the Performance Rights, the holder will be bound by the Company's Constitution.

Schedule 3 Summary of material terms of the Plan

The following is a summary of the material terms and conditions of the Plan:

1. (**Eligible Participant**): A person is eligible to participate in the Plan (Eligible Participant) if they have been determined by the Board to be eligible to participate in the Plan from time to time and are an "ESS participant" (as that term is defined in Division 1A) in relation to the Company or an associated entity of the Company.

   This relevantly includes, amongst others:

   (a) an employee or director of the Company or an individual who provides services to the Company;

   (b) an employee or director of an associated entity of the Company or an individual who provides services to such an associated entity;

   (c) a prospective person to whom paragraphs (a) or (b) apply;

   (d) a person prescribed by the relevant regulations for such purposes; or

   (e) certain related persons on behalf of the participants described in paragraphs (a) to (d) (inclusive).

2. **(Maximum allocation):**

   (a) The Company must not make an offer of Securities under the Plan in respect of which monetary consideration is payable (either upfront, or on exercise of convertible securities) where:

      (i) the total number of Plan Shares (as defined in paragraph 13 below) that may be issued or acquired upon exercise of the convertible securities offered; plus

      (ii) the total number of Plan Shares issued or that may be issued as a result of offers made under the Plan at any time during the previous 3 year period,

      would exceed 5% of the total number of Shares on issue at the date of the offer or such other limit as may be specified by the relevant regulations or the Company's Constitution from time to time.

3. (**Purpose**): The purpose of the Plan is to:

   (a) assist in the reward, retention and motivation of Eligible Participants;

   (b) link the reward of Eligible Participants to Shareholder value creation; and

   (c) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Securities.

4. (**Plan administration**): The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion, subject to compliance with applicable laws and the Listing Rules. The Board may delegate its powers and discretion.

5. (**Eligibility, invitation and application**): The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for Securities on such terms and conditions as the Board decides. An invitation issued under the Plan will comply with the disclosure obligations pursuant to Division 1A.

   On receipt of an invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.

   A waiting period of at least 14 days will apply to acquisitions of Securities for monetary consideration as required by the provisions of Division 1A.

6. (**Grant of Securities**): The Company will, to the extent that it has accepted a duly completed application, grant the successful applicant (Participant) the relevant number of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.

7. (**Terms of Convertible Securities**): Each 'Convertible Security' represents a right to acquire one or more Shares (for example, under an option or performance right), subject to the terms and conditions of the Plan.

   Prior to a Convertible Security being exercised a Participant does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security by virtue of holding the Convertible Security. A Participant may not sell, assign, transfer, grant a security interest over or otherwise deal with a Convertible Security that has been granted to them. A Participant must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.

8. (**Vesting of Convertible Securities**): Any vesting conditions applicable to the grant of Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that Convertible Security will lapse.

9. (**Exercise of Convertible Securities and cashless exercise**): To exercise a Convertible Security, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Convertible Securities (see below), pay the exercise price (if any) to or as directed by the Company, at any time prior to the earlier of any date specified in the vesting notice and the expiry date as set out in the invitation.

   At the time of exercise of the Convertible Securities, and subject to Board approval, the Participant may elect not to be required to provide payment of the exercise price for the number of Convertible Securities specified in a notice of exercise, but that on exercise of those Convertible Securities the Company will transfer or issue to the Participant that number of Shares equal in value to the positive difference between the Market Value of the Shares at the time of exercise and the exercise price that would otherwise be payable to exercise those Convertible Securities.

Market Value means, at any given date, the volume weighted average price per Share traded on the ASX over the 5 trading days immediately preceding that given date, unless otherwise specified in an invitation.

A Convertible Security may not be exercised unless and until that Convertible Security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.

10. (**Delivery of Shares on exercise of Convertible Securities**): As soon as practicable after the valid exercise of a Convertible Security by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.

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

    Where the Board determines that a Participant has acted fraudulently or dishonestly, or wilfully breached his or her duties to the Group, the Board may in its discretion deem all unvested Convertible Securities held by that Participant to have been forfeited.

    Unless the Board otherwise determines, or as otherwise set out in the Plan rules: any Convertible Securities which have not yet vested will be forfeited immediately on the date that the Board determines (acting reasonably and in good faith) that any applicable vesting conditions have not been met or cannot be met by the relevant date; and any Convertible Securities which have not yet vested will be automatically forfeited on the expiry date specified in the invitation.

12. (**Change of control**): If a change of control event occurs in relation to the Company, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the Participant's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the Participant to participate in and/or benefit from any transaction arising from or in connection with the change of control event.

13. (**Rights attaching to Plan Shares**): All Shares issued under the Plan, or issued or transferred to a Participant upon the valid exercise of a Convertible Security, (Plan Shares) will rank pari passu in all respects with the Shares of the same class. A Participant will be entitled to any dividends declared and distributed by the Company on the Plan Shares and may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares. A Participant may exercise any voting rights attaching to Plan Shares.

14. (**Disposal restrictions on Securities**): If the invitation provides that any Plan Shares or Convertible Securities are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.

15. (**Adjustment of Convertible Securities**): If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.

    If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Convertible Securities is entitled, upon exercise of the Convertible Securities, to receive an allotment of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised.

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

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

17. (**Amendment of Plan**): Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.

    No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Participant as they existed before the date of the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Participants.

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

Pilbara Gold Limited
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«EntityRegistrationDetailsLine1Envelope»
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«EntityRegistrationDetailsLine5Envelope»
«EntityRegistrationDetailsLine6Envelope»

Your Extraordinary General Meeting Proxy Form

Proxy Voting Instructions

Appointment of a Proxy

A proxy is someone you appoint to attend the meeting and vote on your behalf. You don't need to attend the meeting yourself.

Step 1: Decide Who Will Be Your Proxy

You have two options:

OPTION A: Appoint the Chair of the Meeting

- Simply cross the box marked "The Chair of the Meeting"
- The Chair of the Meeting will vote according to your directions
- If you don't give directions, the Chair of the Meeting will vote undirected proxies in favour of all Resolutions.

OPTION B: Appoint Someone Else

- Write the full name of the person you want to appoint
- They must attend the meeting to vote on your behalf
- They can be another shareholder or anyone you choose

Important: If you hold 2 or more votes, you can appoint up to TWO proxies by using separate proxy forms.

Step 2: Direct How Your Proxy Should Vote

For each resolution, mark ONE box only with an "X"

FOR	AGAINST	ABSTAIN
You support the resolution	You oppose the resolution	You don't want to vote

Voting Exclusions and Prohibitions

Refer to the Notice of Meeting for detailed information of the voting exclusions.

Step 3: Sign the Proxy Form

You must sign the form correctly or it will be invalid:

If you are	You must
Individual shareholder	Sign your name.
Joint shareholders	All must sign.
Corporate shareholder	Sign by authorised officer(s). Sole Director/Secretary; or Sole Director (where no Secretary exists); or two Directors; or Director + Secretary. Print name and position below signature.
Power of Attorney	Sign by authorised attorney. Power of Attorney must be lodged with the Share Registrar for notation. If not already lodged, attach a certified copy to this form.
Nominee/Custodian	Sign by authorised signatory(s). Attach a custodial certificate to this form.

Attending the Meeting

Date and time	10:00am (AWST) on Tuesday, 8 September 2026
Location	Unit 2, Level 2, 87 Colin Street, West Perth, WA, 6005
Arriving at the Meeting & What to Bring	• Arrive early (15-30mins before the meeting time) to allow for registration • Go to the registration desk • Present your proxy form - helps with registration • Photo ID - may be required • Corporate Representative Form - if attending on behalf of a company

How to Lodge a Proxy

Online (Recommended Fastest)

Method 1: Scan QR Code
Use your phone or tablet to scan the QR code on your proxy form.

Method 2: Go to Website
Visit: https://investor.xcend.app/sha

Select: Pilbara Gold Limited
Enter HIN/SRN: «AccountNumber»
Enter Postcode: if within Australia or
Select Country: if outside Australia

Method 3: Registered Users
Visit https://investor.xcend.app
Enter your username and password, then click voting

Email

- Scan your completed and signed proxy Form
- Email to: meetings@xcend.co

Post

Mail your completed and signed proxy form to:
Xcend Pty Ltd
PO Box R1905
Royal Exchange NSW 1225
Allow extra time for postal delivery

DEADLINE:
10:00am (AWST) on Sunday, 6 September 2026
(48 hours before the meeting)

SRN/HIN: «AccountNumber»

Registered Name & Address
«EntityRegistrationDetailsLine1Envelope»
«EntityRegistrationDetailsLine2Envelope»
«EntityRegistrationDetailsLine3Envelope»
«EntityRegistrationDetailsLine4Envelope»
«EntityRegistrationDetailsLine5Envelope»
«EntityRegistrationDetailsLine6Envelope»

If Your Address is Incorrect

- Update it in the space provided on the proxy form, OR
- If your shares are broker-sponsored (HIN starts with 'X'), contact your broker

Your Proxy Form - Pilbara Gold Limited Extraordinary General Meeting August 2026

Appointment of Proxy

I/We, being member(s) of Pilbara Gold Limited ("Company") and entitled to attend and vote, hereby appoint:

The Chair of the Meeting (Mark box with an X) **OR** **Name of Proxy** (If you are **NOT** appointing the Chair of the Meeting, write the name of the person or body corporate)

or failing the person or body corporate named, or if no person or body corporate is named above, the Chair of the Meeting, as my/our proxy to vote on my/our behalf at the Extraordinary General Meeting at 10:00am (AWST) on Tuesday, 8 September 2026, at Unit 2, Level 2, 87 Colin Street, West Perth, WA, 6005 (including any postponement or adjournment).

The proxy must vote as directed below or, if no directions are given, may vote as they see fit to the extent permitted by law.

The Chair of the Meeting intends to vote undirected proxies in FAVOUR of all Resolutions. By appointing the Chair of the Meeting as proxy (or where the Chair of the Meeting becomes proxy by default), I/we give the Chair of the Meeting express authority to vote on Resolutions 1, 2(a), 2(b) and 3, even though the Resolutions are connected directly or indirectly with the remuneration of a member of the Key Management Personnel (including the Chair of the Meeting), unless I/we have indicated a different voting intention below.

Provide Your Proxy Voting Directions

For each resolution: Mark ONE box with an "X" to vote all shares OR write number of shares in each box to split your vote.

	Resolutions	**For**	**Against**	**Abstain**
1	Approval to issue KMP Performance Rights			
2(a)	Approval to issue 441,941 NED Performance Rights to Mr Martin Reed (or his nominee/s)			
2(b)	Approval to issue 441,941 NED Performance Rights to Mr Zane Lewis (or his nominee/s)			
3	Approval to issue MD Performance Rights			

Please Sign and Return

*** This section must be completed.**

By signing this form, I/we confirm my/our authority to appoint the named proxy with voting directions as indicated above and hereby revoke any previously lodged proxy for this meeting.

Securityholder 1	Joint Securityholder 2	Joint Securityholder 3
Sole Director/Sole Company Secretary	Director/Company Secretary	Director/Company Secretary
Print Name of Securityholder	Print Name of Securityholder	Print Name of Securityholder

Update your communication details:

Email Address	Phone Number (Contactable during business hours)

By providing your email address, you consent to receive all future Securityholder communications electronically.