
PATHKEY.AI LTD
ACN 063 144 865
NOTICE OF GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 11:30am (AWST)
DATE: Wednesday, 17 June 2026
PLACE: 68 Milligan Street PERTH WA 6000

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

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

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 11:30am (AWST) on Monday, 15 June 2026.

BUSINESS OF THE MEETING

AGENDA

1. RESOLUTION 1 – APPROVAL TO ISSUE SECURITIES IN CONSIDERATION FOR THE ACQUISITION

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

“That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 560,000,000 Consideration Shares and 150,000,000 Vendor Performance Rights to the Vendors on the terms and conditions set out in the Explanatory Statement.”

2. RESOLUTION 2 – APPROVAL TO ISSUE INCENTIVE PERFORMANCE RIGHTS TO ANDREW FARNSWORTH

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

“That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 46,000,000 Incentive Performance Rights to Andrew Farnsworth (or his nominees) on the terms and conditions set out in the Explanatory Statement.”

3. RESOLUTION 3 – APPROVAL TO ISSUE INCENTIVE PERFORMANCE RIGHTS TO SHANNON ROBINSON

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

“That, for the purposes of Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue 8,000,000 Incentive Performance Rights to Shannon Robinson (or her nominees) on the terms and conditions set out in the Explanatory Statement.”

Dated: 15 May 2026

Voting Prohibition Statement:

Resolution 3 – Approval to issue Incentive Performance Rights to Shannon Robinson	A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if: (a) the proxy is either: (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (b) the appointment does not specify the way the proxy is to vote on this Resolution. However, the above prohibition does not apply if: (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
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Voting Exclusion Statements

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

Resolution 1 – Approval to issue Securities in consideration for the Acquisition	The Vendors or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).
Resolution 2 – Approval to issue Incentive Performance Rights To Andrew Farnsworth	Andrew Farnsworth (or his nominees) or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).
Resolution 3 – Approval to issue Incentive Performance Rights To Shannon Robinson	Shannon Robinson (or her nominees) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person or those persons.

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

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

Voting by proxy

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

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

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

Shareholders and their proxies should be aware that:

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

Voting in person

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

You may still attend the Meeting and vote in person even if you have appointed a proxy. Your attendance at the Meeting will not revoke your proxy appointment. However, if you are present at the Meeting, your proxy must not speak or vote on your behalf while you remain so present.

Please bring your personalised Proxy Form with you as it will help you to register your attendance at the Meeting. If you do not bring your Proxy Form with you, you can still attend the Meeting but representatives from Xcend Pty Ltd will need to verify your identity.

Should you wish to discuss the matters in this Notice please do not hesitate to contact the Company Secretary on email at Jonathan.hart@trialkey.ai.

EXPLANATORY STATEMENT

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

1. RESOLUTION 1 – APPROVAL TO ISSUE SECURITIES IN CONSIDERATION FOR THE ACQUISITION

1.1 Background

On 29 April 2026, the Company announced that it had entered into a binding share purchase agreement (**Agreement**) with Chipforge Pte Ltd (**Chipforge**) and holders of a majority of the issued capital of Chipforge (**Majority Holder**) to acquire 100% of the issued capital of Chipforge (**Acquisition**).

A summary of the material terms and conditions of the Agreement, including the conditions precedent to completion of the Agreement, is set out in Schedule 1.

The Agreement grants the Company an irrevocable option to acquire 100% of Chipforge (**Chipforge Option**), exercisable within two months of execution of the Agreement and subject to extension by a further two months on payment of a \$200,000 extension fee. Subject to exercise of the Chipforge Option and satisfaction (or waiver) of the conditions precedent, in consideration for the Acquisition, the Company agrees to issue:

- (a) 560,000,000 Shares (**Consideration Shares**) and
- (b) 150,000,000 Performance Rights on the terms set out in Schedule 2 (**Vendor Performance Rights**),

to the holders of Chipforge Shares and parties entitled to be issued Chipforge Shares (together, the **Vendors**) pro rata according to their ownership interests in Chipforge. In addition to the issue of the Shares and Performance Rights, Chipforge has a facility in place under which it has drawn \$300,000, with an ability to draw up to an additional \$200,000, which will be repaid by the Company on completion of the Acquisition.

1.2 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of 560,000,000 Consideration Shares and 150,000,000 Vendor Performance Rights as consideration for the Acquisition.

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

The proposed issue falls within exception 17 of Listing Rule 7.2 which excludes from the restrictions in Listing Rules 7.1 and 7.1A an agreement to issue Equity Securities that is conditional on the holders of its ordinary securities approving the issue under Listing Rule 7.1 before the issue is made. The proposed issue therefore requires the approval of Shareholders under Listing Rule 7.1.

1.3 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue and the Acquisition. In addition, the issue will be excluded from the calculation of the number of Equity Securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If this Resolution is not passed, the Company will not be able to proceed with the issue. Moreover, the Company will not be able to satisfy its obligations under the Agreement and the Acquisition will not proceed.

1.4 Technical information required by Listing Rule 7.3

Required information	Details
Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	The Consideration Shares and Vendor Performance Rights will be issued to the Vendors. Sandton Capital Pty Ltd, an advisor to the Company, will receive 43,524,602 Consideration Shares and 5,829,188 Vendor Performance Rights in its capacity as a Vendor under the Agreement, being approximately 7.77% of the Consideration payable by the Company under the Agreement. Other than as set out above, the Company confirms that none of the Vendors will be a Material Persons and issued more than 1% of the issued capital of the Company.
Number of Securities and class to be issued	560,000,000 Consideration Shares and 150,000,000 Vendor Performance Rights will be issued.
Terms of Securities	The Consideration Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares. The Vendor Performance Rights will be issued on the terms and conditions set out in Schedule 2.
Date(s) on or by which the Securities will be issued	The Company will not issue any Consideration Shares or Vendor Performance Rights later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Consideration Shares and Vendor Performance Rights will be issued at a nil issue price, in consideration for the Acquisition.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to satisfy the Company's obligation under the Agreement.
Summary of material terms of agreement to issue	The Consideration Shares and Vendor Performance Rights are being issued under the Agreement, a summary of the material terms of which is set out in Schedule 1.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

2. RESOLUTION 2 – APPROVAL TO ISSUE INCENTIVE PERFORMANCE RIGHTS TO ANDREW FARNSWORTH

2.1 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of 46,000,000 Performance Rights on the terms set out in Schedule 3 (**Incentive Performance Rights**) to Andrew Farnsworth as an incentive in respect of his role as CEO of the Company.

A summary of Listing Rule 7.1 is set out in Section 1.2 above.

The proposed issue falls within exception 17 of Listing Rule 7.2 which excludes from the restrictions in Listing Rules 7.1 and 7.1A an agreement to issue equity securities that is conditional on the holders of its ordinary securities approving the issue under Listing Rule 7.1 before the issue is made. The proposed issue therefore requires the approval of Shareholders under Listing Rule 7.1.

2.2 Technical information required by Listing Rule 14.1A

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

If this Resolution is not passed, the Company will not be able to proceed with the issue and the Company may need to consider other forms of remuneration to incentivise Mr Farnsworth in his role as CEO.

2.3 Technical information required by Listing Rule 7.3

Required information	Details
Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	Andrew Farnsworth (or his nominees), the Company's CEO appointed on 11 May 2026.
Number of Securities and class to be issued	46,000,000 Incentive Performance Rights, being 11,500,000 Incentive Performance Rights in each class described in Schedule 3.
Terms of Securities	The Incentive Performance Rights will be issued on the terms and conditions set out in Schedule 3.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Securities within 5 Business Days of the Meeting. In any event, the Company will not issue any Securities later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Securities will be issued at a nil issue price, as an incentive for Mr Farnsworth's role as CEO.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to incentivise Mr Farnsworth in his role as CEO.
Summary of material terms of agreement to issue	The Securities are not being issued under an agreement.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

3. RESOLUTION 3 – APPROVAL TO ISSUE INCENTIVE PERFORMANCE RIGHTS TO SHANNON ROBINSON

3.1 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 10.11 for the issue of 8,000,000 Incentive Performance Rights to Shannon Robinson (or her nominees) on the terms and conditions set out in Schedule 3

3.2 Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act requires that for a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

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

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

The issue constitutes giving a financial benefit and Shannon Robinson is a related party of the Company by virtue of being a Director.

The Directors (other than Ms Robinson who has a material personal interest in the Resolution) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue because the agreement to issue the Incentive Performance Rights, reached as part of the remuneration package for Ms Robinson, is considered reasonable remuneration in the circumstances and was negotiated on an arm's length basis.

3.3 Listing Rule 10.11

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

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

unless it obtains the approval of its shareholders.

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

3.4 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue within one month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules). As approval pursuant to Listing Rule 7.1 is not required for the issue (because approval is being obtained under Listing Rule 10.11), the issue will not use up any of the Company's 15% annual placement capacity.

If this Resolution is not passed, the Company will not be able to proceed with the issue and will need to consider other alternative arrangements for remunerating and incentivising Shannon Robinson.

3.5 Technical Information required by Listing Rule 10.13

Required information	Details
Name of the person to whom Securities will be issued	Shannon Robinson (or her nominees)
Categorisation under Listing Rule 10.11	The recipient falls within the category set out in Listing Rule 10.11.1 as they are a related party of the Company by virtue of being a Director. Any nominees of Ms Robinson who receive Securities may constitute 'associates' for the purposes of Listing Rule 10.11.4.
Number of Securities and class to be issued	8,000,000 Incentive Performance Rights will be issued, being 2,000,000 Incentive Performance Rights in each class described in Schedule 3.
Terms of Securities	The Performance Rights will be issued on the terms and conditions set out in Schedule 3.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Securities within 5 Business Days of the Meeting. In any event, the Company will not issue any Securities later than one month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Securities will be issued at a nil issue price.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to provide a performance linked incentive component in the remuneration package for Shannon Robinson to motivate and reward their performance as a Director and to provide cost effective remuneration, enabling the Company to spend a greater proportion of its cash reserves on its

Required information	Details
	operations than it would if alternative cash forms of remuneration were given to Ms Robinson.
Remuneration package	The current total remuneration package for Shannon Robinson is \$113,800, comprising of director fees of \$60,000, a superannuation payment of \$7,200 and share-based payments of \$46,600. If the Securities are issued, the total remuneration package of Ms Robinson will increase by \$419,000 to \$532,800, being the value of the Securities (based on the methodologies identified in Schedule 4). Following completion of the Acquisition, Ms Robinson's director fees will be increased to \$120,000, plus \$14,400 in superannuation, resulting in a total remuneration package of \$600,000, assuming this Resolution is passed and the Incentive Performance Rights are issued.
Summary of material terms of agreement to issue	The Securities are not being issued under an agreement.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.
Voting prohibition statement	A voting prohibition statement applies to this Resolution.

GLOSSARY

\$ means Australian dollars.

Agreement has the meaning given in Section 1.1.

Acquisition has the meaning given in Section 1.1.

ASIC means the Australian Securities & Investments Commission.

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

Board means the current board of directors of the Company.

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

Chair means the chair of the Meeting.

Chipforge has the meaning given in Section 1.1.

Chipforge Option has the meaning given in Section 1.1.

Chipforge Share means the fully paid ordinary shares in the capital of Chipforge.

Company means Pathkey.AI Ltd (ACN 063 144 865).

Constitution means the Company's constitution.

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

Directors means the current directors of the Company.

Equity Securities includes a Share, a right to a Share or Option, an Option, a convertible security and any security that ASX decides to classify as an Equity Security.

Explanatory Statement means the explanatory statement accompanying the Notice.

Incentive Performance Right means a Performance Right on the terms set out in Schedule 3.

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.

Listing Rules means the Listing Rules of ASX.

Material Person means a related party of the Company, member of the Key Management Personnel, substantial holder of the Company, adviser of the Company or associate of any of these parties.

Majority Holder has the meaning given in Section 1.1.

Meeting means the meeting convened by the Notice.

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

Option means an option to acquire a Share.

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

Proxy Form means the proxy form accompanying the Notice.

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

Section means a section of the Explanatory Statement.

Security means a Share or Performance Right (as applicable).

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

Shareholder means a registered holder of a Share.

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

Vendor Performance Right means a Performance Right on the terms set out in Schedule 2.

Vendors has the meaning given in Section 1.1.

SCHEDULE 1 – MATERIAL TERMS OF THE AGREEMENT

The material terms and conditions of the Agreement are summarised below:

Title	Summary
Chipforge Option	The Company has an exclusive option (the Chipforge Option) to acquire 100% of the issued capital of Chipforge, exercisable within two months of the date of the Agreement by written notice to Chipforge (Option Period), which may be extended by a further two months on payment of an extension fee of \$200,000. During the Option Period, the Company is entitled to conduct confirmatory due diligence on Chipforge and the Chipforge assets.
Consideration	The aggregate consideration to be issued to the Vendors for the Acquisition comprises: (a) 560,000,000 Shares; and (b) 150,000,000 Vendor Performance Rights on the terms and conditions set out in Schedule 2, (together, the Consideration Securities). In addition to the issue of the Consideration Securities, the Company will repay on or around Completion (defined below) up to \$500,000 of principal debt owing under the Chipforge convertible notes (Chipforge Debt).
Conditions Precedent	Subject to the Company exercising the Chipforge Option during the Option Period, Completion (defined below) is conditional upon satisfaction (or waiver) of the following conditions: (a) Due diligence: completion of financial, legal and technical due diligence by the Company on Chipforge and its assets, to the satisfaction of the Company; (b) ASX approval: the Company having obtained the required ASX approvals and confirmations in respect of the Acquisition; (c) Shareholder approval: the Company's shareholders approving the issue of the Consideration Securities under Listing Rule 7.1 and, if required, the Corporations Act; (d) Regulatory approvals: the parties obtaining all other necessary regulatory approvals and waivers; (e) Ntuitive consent: Chipforge obtaining Ntuitive Pte Ltd's consent to the change of control of Chipforge; (f) No liabilities: Chipforge having, or being in a position to have at Completion (subject to the Company satisfying its obligation in respect of the Chipforge Debt), no liabilities, debts, loans or other encumbrances; and (g) Ancillary Documents: execution by all relevant parties of the ancillary documents required to give effect to the Acquisition, including minority holder agreements, deeds of waiver and release from parties entitled to be issued Chipforge Shares and the declaration of trust and nominee shareholder agreement referred to below. If not satisfied or waived by 5:00 pm (WST) on the date 45 days following the exercise of the Chipforge Option (or such other date agreed by the parties in writing) (End Date), then any Party may terminate the Agreement by providing written notice to the other parties. The parties must use commercially reasonable efforts to satisfy the conditions precedent as soon as practicable.
Completion	Completion occurs 5 Business Days after satisfaction (or waiver) of all conditions precedent, or such other date as the parties may agree in writing (Completion).
Nominee Shareholder	Following Completion, the parties agree that the economic and beneficial interests in 33% of the Chipforge Shares on issue at Completion (Residual Shares) will be held beneficially on behalf of the Company by a nominee, pursuant to a declaration of trust in favour of the Company and a nominee shareholder agreement, under which the Company will have a right to revoke the trust and to direct the transfer, voting and dividend rights attaching to the Residual Shares.
Director Nomination	The Chipforge board has the right, exercisable at any time within 12 months of Completion, to nominate one representative of Chipforge to be appointed as a non-executive director of the Company, subject to the nominee not being disqualified to act as a director under the Corporations Act or the Listing Rules and to the receipt of customary consents and supporting documentation. No such nomination has been made at the date of this Notice.

Termination	Either the Company or Chipforge may terminate by written notice if: (a) the conditions precedent are not satisfied or waived by 5:00 pm (WST) on the date that is 45 days following the exercise of the Chipforge Option; or (b) the Option Period expires without the Company exercising the Chipforce Option. On termination, the parties to the Agreement are released from their obligations under the Agreement.
Other provisions	The Agreement otherwise contains customary terms and conditions for an agreement of its kind, including with respect to exclusivity, confidentiality, together with warranties and indemnities given by Chipforge and the Majority Holder in favour of the Company, subject to customary limitations of liability.

SCHEDULE 2 – TERMS AND CONDITIONS OF VENDOR PERFORMANCE RIGHTS

Item	Title	Clause									
1.	Entitlement	Each Performance Right entitles the holder to subscribe for one Share upon conversion of the Performance Right.									
2.	Consideration	The Performance Rights will be issued for nil consideration and no consideration will be payable upon the conversion of the Performance Rights into Shares.									
3.	Milestones	The Performance Rights shall vest as follows: <table border="1"> <thead> <tr> <th>Number</th><th>Class</th><th>Milestone</th></tr> </thead> <tbody> <tr> <td>75,000,000</td><td>A</td><td> The Company announcing demonstration of a minimum viable product developed in reliance on the Chipforge intellectual property within 9 months from the issue date of the Class A Performance Rights (Milestone A). Achievement of Milestone A is subject to verification by an independent expert from a recognised Australian or Singaporean University (to be determined by the Company) confirming that the product developed meets the following criteria: (a) the product is a functional version of a product utilising the Chipforge intellectual property, or intellectual property developed in reliance on the Chipforge's existing intellectual property; (b) the product delivers the core features necessary for end-users to experience the product's primary value proposition, as demonstrated through real-world use, testing, and validation in a working environment; and (c) the product enables potential clients to verify functionality with respect to the core features of the product, being the efficient development of semiconductors and similar hardware </td></tr> <tr> <td>75,000,000</td><td>B</td><td>The Company announcing that it has entered into at least one binding commercial agreement leveraging the Chipforge intellectual property with a credible customer that will deliver revenue within 12 months from the issue date of the Class B Performance Rights (Milestone B).</td></tr> </tbody> </table> each a Milestone	Number	Class	Milestone	75,000,000	A	The Company announcing demonstration of a minimum viable product developed in reliance on the Chipforge intellectual property within 9 months from the issue date of the Class A Performance Rights (Milestone A). Achievement of Milestone A is subject to verification by an independent expert from a recognised Australian or Singaporean University (to be determined by the Company) confirming that the product developed meets the following criteria: (a) the product is a functional version of a product utilising the Chipforge intellectual property, or intellectual property developed in reliance on the Chipforge's existing intellectual property; (b) the product delivers the core features necessary for end-users to experience the product's primary value proposition, as demonstrated through real-world use, testing, and validation in a working environment; and (c) the product enables potential clients to verify functionality with respect to the core features of the product, being the efficient development of semiconductors and similar hardware	75,000,000	B	The Company announcing that it has entered into at least one binding commercial agreement leveraging the Chipforge intellectual property with a credible customer that will deliver revenue within 12 months from the issue date of the Class B Performance Rights (Milestone B).
Number	Class	Milestone									
75,000,000	A	The Company announcing demonstration of a minimum viable product developed in reliance on the Chipforge intellectual property within 9 months from the issue date of the Class A Performance Rights (Milestone A). Achievement of Milestone A is subject to verification by an independent expert from a recognised Australian or Singaporean University (to be determined by the Company) confirming that the product developed meets the following criteria: (a) the product is a functional version of a product utilising the Chipforge intellectual property, or intellectual property developed in reliance on the Chipforge's existing intellectual property; (b) the product delivers the core features necessary for end-users to experience the product's primary value proposition, as demonstrated through real-world use, testing, and validation in a working environment; and (c) the product enables potential clients to verify functionality with respect to the core features of the product, being the efficient development of semiconductors and similar hardware									
75,000,000	B	The Company announcing that it has entered into at least one binding commercial agreement leveraging the Chipforge intellectual property with a credible customer that will deliver revenue within 12 months from the issue date of the Class B Performance Rights (Milestone B).									
4.	Expiry Date	The Performance Rights, whether vested or unvested, will otherwise expire at 5:00 pm (WST) on the date that is 18 months from the date of issue (Expiry Date). For the avoidance of doubt, any unconverted Performance Rights will automatically lapse on the Expiry Date.									
5.	Notice of vesting	The Company shall notify the holder in writing when the relevant Milestone has been satisfied.									
6.	Quotation of Performance Rights	The Performance Rights will not be quoted on ASX.									
7.	Conversion	Subject to paragraph 16, upon vesting, each Performance Right will, at the election of the holder, convert into one Share.									
8.	Timing of issue of Shares on conversion	Within five Business Days of conversion of the Performance Rights, the Company will: (a) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights converted; (b) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and (c) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Performance Rights.									

		If a notice delivered under paragraph 8(b) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.
9.	Shares issued on exercise	Shares issued on exercise of the Performance Rights rank equally with the then issued Shares of the Company.
10.	Change of Control	Subject to paragraph 16, upon: (a) a bona fide takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and: (i) having received acceptances for not less than 50.1% of the Company's Shares on issue; and (ii) having been declared unconditional by the bidder; or (b) a court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies; or (c) the Company selling, assigning or disposing of 50% or more of its interests in the fully paid ordinary shares in Chipforge (or entering into an agreement for this purpose), or the Board determining that such an event is likely to occur, then, to the extent Performance Rights have not converted into Shares due to satisfaction of the relevant Milestones, Performance Rights will accelerate vesting conditions and will automatically convert into Shares on a one-for-one basis.
11.	Participation in new issues	There are no participation rights or entitlements inherent in the Performance Rights and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Rights without converting the Performance Rights.
12.	Adjustment for bonus issues of Shares	If the Company makes a bonus issue of Shares or other securities to the Company's existing shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) no changes will be made to the Performance Rights.
13.	Reorganisation	If at any time the issued capital of the Company is reorganised (including consolidation, subdivision, reduction or return), all rights of a holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.
14.	Dividend and voting rights	The Performance Rights do not confer on the holder an entitlement to vote (except as otherwise required by law) or receive dividends.
15.	Transferability	The Performance Rights are not transferable.
16.	Deferral of conversion if resulting in a prohibited acquisition of Shares	If the conversion of a Performance Right under paragraphs 7 or 10 would result in any person being in contravention of section 606(1) of the Corporations Act (General Prohibition) then the conversion of that Performance Right shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Right would result in a contravention of the General Prohibition: (a) holders may give written notification to the Company if they consider that the conversion of a Performance Right may result in the contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition; and (b) The Company may (but is not obliged to) by written notice to a holder request a holder to provide the written notice referred to in paragraph 16(a) within 7 days if the Company considers that the conversion of a Performance Right may result in a contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition.

17.	No rights to return of capital	A Performance Right does not entitle the holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
18.	Rights on winding up	A Performance Right does not entitle the holder to participate in the surplus profits or assets of the Company upon winding up.
19.	ASX Listing Rule compliance	The Board reserves the right to amend any term of the Performance Rights to ensure compliance with the ASX Listing Rules.
20.	No other rights	A Performance Right gives the holder no rights other than those expressly provided by these terms and conditions and those provided at law where such rights at law cannot be excluded by these terms.

SCHEDULE 3 – TERMS AND CONDITIONS OF INCENTIVE PERFORMANCE RIGHTS

Item	Title	Clause															
1.	Entitlement	Each Performance Right entitles the holder to subscribe for one Share upon conversion of the Performance Right. The Performance Rights will be issued in four classes, with the number of Performance Rights in each class as follows:															
		<table><tr><th>Holder</th><th>Class A</th><th>Class B</th><th>Class C</th><th>Class D</th></tr><tr><td>Andrew Farnsworth</td><td>11,500,000</td><td>11,500,000</td><td>11,500,000</td><td>11,500,000</td></tr><tr><td>Shannon Robinson</td><td>2,000,000</td><td>2,000,000</td><td>2,000,000</td><td>2,000,000</td></tr></table>	Holder	Class A	Class B	Class C	Class D	Andrew Farnsworth	11,500,000	11,500,000	11,500,000	11,500,000	Shannon Robinson	2,000,000	2,000,000	2,000,000	2,000,000
		Holder	Class A	Class B	Class C	Class D											
		Andrew Farnsworth	11,500,000	11,500,000	11,500,000	11,500,000											
Shannon Robinson	2,000,000	2,000,000	2,000,000	2,000,000													
2.	Consideration	The Performance Rights will be issued for nil consideration and no consideration will be payable upon the conversion of the Performance Rights into Shares.															
3.	Vesting Conditions	The Performance Rights will vest as follows:															
		(a) Class A: one quarter of the Class A Performance Rights held by each holder will vest on the last day of each of the four consecutive 3-month periods commencing on the date of issue, conditional on the holder remaining in continuous employment or engagement with the Company through the last day of the relevant 3-month period; (b) Class B: the Class B Performance Rights will vest on the date on which the volume weighted average price of Shares traded on ASX over any 15 consecutive trading days following the date of issue is equal to or greater than \$0.06 per Share; (c) Class C: the Class C Performance Rights will vest on the date on which a minimum viable product is delivered within 9 months from the date of issue, subject to verification by an independent expert from a recognised Australian or Singaporean university (to be determined by the Company), confirming each of the following: (i) a functional version utilising Chipforge intellectual property has been developed; (ii) the minimum viable product delivers core features for end-users to experience the primary value proposition demonstrated through real-world use, testing and validation in a working environment; and (iii) the minimum viable product enables potential clients to verify the functionality of the core features of the efficient development of semiconductors and similar hardware; and (d) Class D: the Class D Performance Rights will vest on execution of a binding strategic partnership or customer agreement that embeds TrialKey within the partner's operational workflow for ongoing commercial use, each, a Vesting Condition.															
4.	Expiry Date	The Performance Rights, whether vested or unvested, will otherwise expire on the earlier to occur of:															
		(a) in respect of any unvested Performance Rights, the holder ceasing to be employed by the Company as Chief Executive Officer, unless otherwise determined by the Board in its absolute discretion; and (b) 5:00 pm (WST) on: (i) in respect of the Class A Performance Rights, Class B Performance Rights and Class D Performance Rights, the date that is 3 years from the date of issue; and (ii) in respect of the Class C Performance Rights, the date that is 18 months from the date of issue, with the date determined under sub-paragraphs (b)(i) and (b)(ii) above being the Expiry Date for the relevant class.															
5.	Notice of vesting	The Company shall notify the holder in writing when the relevant Vesting Condition has been satisfied.															
6.	Quotation of Performance Rights	The Performance Rights will not be quoted on ASX.															

7.	Conversion	Subject to paragraph 17, upon vesting, each Performance Right will, at the election of the holder by giving written notice to the Company, convert into one Share.
8.	Timing of issue of Shares on conversion	Within five Business Days of conversion of the Performance Rights, the Company will: (a) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights converted; (b) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and (c) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Performance Rights. If a notice delivered under 8(b) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.
9.	Shares issued on exercise	Shares issued on exercise of the Performance Rights rank equally with the then issued Shares of the Company.
10.	Change of Control	Subject to paragraph 17, upon: (a) a bona fide takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and: (i) having received acceptances for not less than 50.1% of the Company's Shares on issue; and (ii) having been declared unconditional by the bidder; or (b) a court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, all unvested Performance Rights will vest in full on the occurrence of that event and may be converted into Shares at the election of the holder in accordance with paragraph 7. For the avoidance of doubt, the conversion of a Performance Right under this paragraph remains subject to the trading restriction set out in paragraph 16.
11.	Participation in new issues	There are no participation rights or entitlements inherent in the Performance Rights and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Rights without converting the Performance Rights.
12.	Adjustment for bonus issues of Shares	If the Company makes a bonus issue of Shares or other securities to the Company's existing shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment), no changes will be made to the Performance Rights.
13.	Reorganisation	If at any time the issued capital of the Company is reorganised (including consolidation, subdivision, reduction or return), all rights of a holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.
14.	Dividend and voting rights	The Performance Rights do not confer on the holder an entitlement to vote (except as otherwise required by law) or receive dividends.
15.	Transferability	The Performance Rights are not transferable.
16.	Restrictions on Transfer of Shares on Conversion	Each Share issued upon conversion of a Class A Performance Right will, notwithstanding any other provision of these terms and conditions, be subject to the following transfer restrictions until 5:00 pm (WST) on 30 June 2027 (Restriction Period) :

		(a) the holder must not, and must procure that any person controlled by the holder does not, sell, transfer, dispose of, encumber, grant any security interest over, or otherwise deal with any such Share, or any legal or beneficial interest in any such Share, during the Restriction Period; and (b) the holder agrees that each such Share will be subject to a voluntary escrow arrangement, with a holding lock applied on the Company's issuer-sponsored sub-register for the duration of the Restriction Period, and the holder must execute and deliver to the Company any agreement, deed or other instrument the Company reasonably requires to give effect to that voluntary escrow arrangement. The transfer restrictions in this paragraph do not apply to Class A Performance Rights vesting and converting following an event under paragraph 10 (Change of Control) and any Shares issued on such conversion.
17.	Deferral of conversion if resulting in a prohibited acquisition of Shares	If the conversion of a Performance Right under paragraphs 7 or 10 would result in any person being in contravention of section 606(1) of the Corporations Act (General Prohibition) then the conversion of that Performance Right shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Right would result in a contravention of the General Prohibition: (a) holders may give written notification to the Company if they consider that the conversion of a Performance Right may result in the contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition; and (b) the Company may (but is not obliged to) by written notice to a holder request a holder to provide the written notice referred to in paragraph 17(a) within 7 days if the Company considers that the conversion of a Performance Right may result in a contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition.
18.	No rights to return of capital	A Performance Right does not entitle the holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
19.	Rights on winding up	A Performance Right does not entitle the holder to participate in the surplus profits or assets of the Company upon winding up.
20.	Tax Deferral	Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in that Act) to the Performance Rights.
21.	ASX Listing Rule compliance	The Board reserves the right to amend any term of the Performance Rights to ensure compliance with the ASX Listing Rules.
22.	No other rights	A Performance Right gives the holder no rights other than those expressly provided by these terms and conditions and those provided at law where such rights at law cannot be excluded by these terms.

SCHEDULE 4 – VALUATION OF INCENTIVE PERFORMANCE RIGHTS

The Incentive Performance Rights to be issued to Shannon Robinson pursuant to Resolution 3 have been independently valued by Stantons Corporate Finance Pty Ltd. Using the Black & Scholes option model with respect to Classes A, C and D Performance Rights and the Monte Carlo with respect to Class B Performance Rights, and based on the assumptions set out below, the Incentive Performance Rights were ascribed the following value:

Assumptions:				
Assumed Valuation date	11 May 2026			
Market price of Shares at Valuation Date	\$0.053			
Exercise price	Nil			
Class	Class A	Class B	Class C	Class D
Methodology	Black Scholes	Monte Carlo	Black Scholes	Black Scholes
Iterations	n/a	100,000	n/a	n/a
Assumed Expiry date	11 May 2029	11 May 2029	11 November 2027	11 May 2029
VWAP hurdle (\$)	n/a	0.060	n/a	n/a
Risk free interest rate (%)	4.499	4.499	4.537	4.499
Volatility (discount) (%)	80	80	80	80
Indicative fair value per security (rounded, \$)	0.0530	0.0505	0.0530	0.0530
Number	2,000,000	2,000,000	2,000,000	2,000,000
Total Indicative Fair Value of Incentive Performances Rights (\$)	106,000	101,000	106,000	106,000

Note: The valuation noted above is not necessarily the market price that the Performance Rights could be traded at and is not necessarily the appropriate values for taxation purposes, or necessarily the value that the Company will recognise in its financial statements.



Dear Shareholder,

GENERAL MEETING

Pathkey.AI Ltd ACN 063 144 865 (the **Company**) advises that a General Meeting of the shareholders of the Company is scheduled to be held as a physical meeting on Wednesday, 17 June 2026 at 11.30am (AWST) at 68 Milligan Street Perth WA 6000. The Notice of Meeting and other meeting documents are available online and can be accessed in accordance with the instructions below.

To access the Notice of Meeting and then lodge a proxy, without registering, visit the XCEND Investor Portal at: <https://investor.xcend.app/sha>. Existing registered users on the XCEND Investor Portal will be able to access the portal at <https://investor.xcend.app> by entering their existing username and password and logging in. If you are not a registered user on the XCEND Investor Portal, you can register at: <https://investor.xcend.app/register>.

Shareholders are encouraged to vote by lodging a directed proxy appointing the Chair as your proxy before 11.30am on Monday, 15 June 2026.

You may elect to receive meeting related documents or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so visit the XCEND Investor Portal at: <https://investor.xcend.app> or contact the Company's share registry Xcend Pty Ltd on +61 (2) 8591 8509.

If you have any difficulties obtaining a copy of the Notice of Meeting or lodging a proxy, please contact the Company's share registry Xcend Pty Ltd.

Authorised by the Company Secretary of Pathkey.AI Ltd.

For further information please contact:

Jonathan Hart
Company Secretary
Pathkey.AI Ltd
Jonathan.Hart@trialkey.ai

«EntityRegistrationDetailsLine1Envelope»
«EntityRegistrationDetailsLine2Envelope»
«EntityRegistrationDetailsLine3Envelope»
«EntityRegistrationDetailsLine4Envelope»
«EntityRegistrationDetailsLine5Envelope»
«EntityRegistrationDetailsLine6Envelope»

Your 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 intends to vote 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	11:30am (AWST) on Wednesday, 17 June 2026
Location	68 Milligan Street Perth WA 6000
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: Pathkey.AI Ltd

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: 11:30am (AWST) on
Monday, 15 June 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 – Pathkey.AI Ltd
General Meeting June 2026

Appointment of Proxy

I/We, being member(s) of Pathkey.AI Ltd ("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 General Meeting at 11:30am (AWST) on Wednesday, 17 June 2026 at 68 Milligan Street Perth WA 6000 (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 Resolution 3, even though the Resolution is 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 Securities in Consideration for the Acquisition			
2 Approval to Issue Incentive Performance Rights to Andrew Farnsworth			
3 Approval to Issue Incentive Performance Rights to Shannon Robinson			

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.