NOTICE OF EXTRAORDINARY GENERAL MEETING

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

Date and time:
Wednesday, 11 June 2025 at 11:00am (AWST)

Location:
Minerva Corporate Office, Level 8, 99 St Georges Terrace, Perth WA

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 suitably qualified professional adviser prior to voting.

Should you wish to discuss any matter, please do not hesitate to contact the Company Secretary on (08) 9486 4036.

Shareholders are urged to vote by lodging the Proxy Form

DY6 METALS LTD
ACN 663 592 318

Notice of Extraordinary General Meeting

Notice is hereby given that an Extraordinary General Meeting of Shareholders of DY6 Metals Ltd will be held at Minerva Corporate Office, Level 8, 99 St Georges Terrace, Perth WA on Wednesday, 11 June 2025, at 11:00am (AWST).

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 11:00am (AWST) on Monday, 9 June 2025.

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.

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

Agenda

1 Resolutions

Resolution 1(a) and Resolution 1(b) - Approval to issue up to 5,000,000 Consideration Shares and 15,000,000 Consideration Performance Rights

To consider and, if thought fit, to pass with or without amendment, each as separate **ordinary resolutions**:

'That, the issue of up to:

(a) *5,000,000 Consideration Shares; and*

(b) *15,000,000 Consideration Performance Rights,*

is approved under and for the purposes of Listing Rule 7.1 and for all other purposes, on the terms and conditions in the Explanatory Memorandum.'

Resolution 2(a) and Resolution 2(b) - Ratification of prior issue of Shares under Placement

To consider and, if thought fit, to pass with or without amendment, each as separate **ordinary resolutions**:

'That, the issue of:

(a) *2,275,000 Placement Shares under Listing Rule 7.1; and*

(b) *5,850,000 Placement Shares under Listing Rule 7.1A,*

at $0.04 per Share to raise an aggregate total of approximately $325,000 (before costs) is approved under and for the purposes of Listing Rule 7.4 and for all other purposes, on the terms and conditions in the Explanatory Memorandum.'

Resolution 3 - Participation of Related Party in Placement - Daniel Smith

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

'That, the issue of up to 1,875,000 Shares to Daniel Smith (or his nominees) under the Placement is approved under and for the purposes of Listing Rule 10.11 and for all other purposes, on the terms and conditions in the Explanatory Memorandum.'

Resolution 4 - Approval to issue Performance Rights to Director - Daniel Smith

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

'That, the issue of up to 5,000,000 Performance Rights to Daniel Smith (or his nominees) under the Plan is approved under and for the purposes of Listing Rule 10.14, sections 208 and 200E of the Corporations Act, and for all other purposes, on the terms and conditions in the Explanatory Memorandum.'

Resolution 5 - Approval to issue Performance Rights to Director - John Kay

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

'That, the issue of up to 1,000,000 Performance Rights to John Kay (or his nominees) under the Plan is approved under and for the purposes of Listing Rule 10.14, sections 208 and 200E of the Corporations Act, and for all other purposes, on the terms and conditions in the Explanatory Memorandum.'

Resolution 6 - Approval to issue Performance Rights to Director - Dr Nannan He

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

'That, the issue of up to 1,000,000 Performance Rights to Dr Nannan He (or her nominees) under the Plan is approved under and for the purposes of Listing Rule 10.14, sections 208 and 200E of the Corporations Act, and for all other purposes, on the terms and conditions in the Explanatory Memorandum.'

Resolution 7 - Approval to issue Performance Rights to Director - Myles Campion

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

'That, the issue of up to 1,000,000 Performance Rights to Myles Campion (or his nominees) under the Plan is approved under and for the purposes of Listing Rule 10.14, sections 208 and 200E of the Corporations Act, and for all other purposes, 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:

(a) Resolution 1(a) and Resolution 1(b), by or on behalf of any person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of the Consideration Shares and Consideration Performance Rights (except a benefit solely by reason of being a Shareholder), or any of their respective associates;

(b) Resolution 2(a) and Resolution 2(b), by or on behalf of any person who participated in the issue of the Placement Shares, or any of their respective associates;

(c) Resolution 3, by or on behalf of Daniel Smith (or his nominees), or any other person who will obtain a material benefit as a result of the proposed issue of the Shares (except a benefit solely by reason of being a Shareholder) or any of their respective associates;

(d) Resolution 4, by or on behalf of Daniel Smith (or his nominees), being a person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of his respective associates;

(e) Resolution 5, by or on behalf of John Kay (or his nominees), being a person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of his respective associates;

(f) Resolution 6, by or on behalf of Dr Nannan He (or her nominees), being a person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of her respective associates; and

(g) Resolution 7, by or on behalf of Myles Campion (or his nominees), being a person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of his 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, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way;

(b) the Chair as proxy or attorney for a person who is entitled to vote, 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 prohibitions

Resolution 4 - Resolution 7 (inclusive): in accordance with sections 250BD of the Corporations Act, a vote on these Resolutions must not be cast (in any capacity) by or on behalf of a member of the Key Management Personnel, or a Closely Related Party of such a member.

A vote may be cast by such person if the vote is not cast on behalf of a person who is excluded from voting on these Resolutions, and:

(a) the person is appointed as a proxy by writing that specifies the way the proxy is to vote on these Resolutions; or

(b) the voter is the Chair and the appointment of the Chair as proxy does not specify the way the proxy is to vote on these Resolutions, but expressly authorises the Chair to exercise the proxy even if these Resolutions are connected with the remuneration of a member of the Key Management Personnel.

Further, in accordance with section 200E(2A) of the Corporations Act, a vote on these Resolutions must not be cast, in any capacity, by or on behalf of Daniel Smith, John Kay, Dr Nannan He, Myles Campion (or any of their nominees), or any of their respective associates.

However, a vote may be cast by such a person if:

(a) the person is appointed as proxy by writing that specifies the way the proxy is to vote on these Resolutions; and

(b) it is not cast on behalf of the relevant Directors (or their respective nominees) or an associate of those persons.

Further, 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 these Resolutions would permit a financial benefit to be given, or an associate of such a related party.

However, the above prohibition does not apply if:

(a) it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on these Resolutions; and

(b) it is not cast on behalf of a related party of the Company to whom the Resolutions would permit a financial benefit to be given, or an associate of such a related party.

Please note: If the Chair is a person referred to in the voting prohibition statement relating to section 224 of the Corporations Act (above), the Chair will only be able to cast a vote as proxy for a person who is entitled to vote if the Chair is appointed as proxy in writing and the Proxy Form specifies how the proxy is to vote on the relevant Resolution.

If you purport to cast a vote other than as permitted above, that vote will be disregarded by the

Company (as indicated above) and you may be liable for breaching the voting restrictions that apply to you under the Corporations Act.

BY ORDER OF THE BOARD



Daniel Smith
Non-Executive Chairman
DY6 Metals Ltd
Dated: 12 May 2025

DY6 METALS LTD
ACN 663 592 318
(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 Minerva Corporate Office, Level 8, 99 St Georges Terrace, Perth WA on Wednesday, 11 June 2025 at 11:00am (AWST) (**Meeting**).

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 1	Introduction
Section 2	Voting and attendance information
Section 3	Resolution 1(a) and Resolution 1(b) - Approval to issue up to 5,000,000 Consideration Shares and 15,000,000 Consideration Performance Rights
Section 4	Resolution 2(a) and Resolution 2(b) - Ratification of prior issue of Shares under Placement
Section 5	Resolution 3 - Participation of Related Party in Placement - Daniel Smith
Section 6	Resolution 4 - Resolution 7 - Approval to issue Performance Rights to Directors
Schedule 1	Definitions
Schedule 2	Terms and Conditions of Consideration Performance Rights
Schedule 3	Terms and Conditions of Director Performance Rights
Schedule 4	Summary of terms of Plan
Schedule 5	Valuation of Director Performance Rights

A Proxy Form is located at the end of the Explanatory Memorandum.

2. Voting and attendance information

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 proxy

A Proxy Form is attached to the 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, sign and return 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:

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

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

(iii) 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 enclosed 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:

(i) 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);

(ii) if the proxy has 2 or more appointments that specify different ways to vote on the resolution – the proxy must only vote on a poll;

(iii) 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

(iv) 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:

(i) 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;

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

(iii) at the meeting, a poll is duly demanded on the resolution; and

(iv) 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.

2.3 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.

If the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on any of the Resolutions by signing and returning the Proxy Form, you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even if the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel of the Company.

2.4 Submitting questions

Shareholders may submit questions in advance of the Meeting to the Company. Questions must be submitted by emailing the Company Secretary at john.kay@dy6metals.com by 11:00am on Monday, 9 June 2025.

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(a) and Resolution 1(b) - Approval to issue up to 5,000,000 Consideration Shares and 15,000,000 Consideration Performance Rights-

3.1 General

On 24 April 2025, the Company announced that it had executed a binding agreement with Gondwana Capital Pty Ltd (**Vendor**) to acquire a 100% interest in Aardvark Minerals Pty Ltd and EKOM Metals Pty Ltd (together, the **SPV's**) (**Share Sale Agreement**). Under the Share Sale Agreement, the Company will also indirectly acquire Rhino Resources Pty Ltd (**Rhino**) and Gorilla Mining Pty Ltd (**Gorilla**), which collectively hold two large and highly prospective HMS projects in Cameroon, West Africa) (**Acquisition**).

The total consideration payable under the Share Sale Agreement by the Company to the Vendor is:

(a) a cash payment of up to $200,000;

(b) the issue of up to 5,000,000 Shares (**Consideration Shares**);

(c) the issue of up to 15,000,000 Performance Rights at Completion, in various tranches, on the terms and conditions set out in the table below and otherwise on the terms and conditions set out in Schedule 2 (**Consideration Performance Rights**); and

(d) a deferred cash payment of up to $150,000 upon the successful granting and conversion of the Licence Applications into new Exploration Licences within six months from the date of Completion of the Share Sale Agreement.

Performance Milestones of Consideration Performance Rights	Consideration Performance Rights issuable by the Company to the Vendor
Upon the successful granting and conversion of the Licence Applications into new Exploration Licences within six months from the date of Completion of the Share Sale Agreement.	5,000,000 Consideration Performance Rights which will convert into Shares (on a one for one basis) at a deemed issue price of $0.04 per Share (**Tranche 1 Consideration Performance Rights**).
Upon the Company achieving at least 5 drill intercepts of 5 metres or greater having a minimum grade of 2% HMS or 10 metres or greater having a minimum grade of 1% HMS on the Exploration Licences, within 18 months of the date of Completion of the Share Sale Agreement.	4,000,000 Consideration Performance Rights which will convert into Shares (on a one for one basis) at a deemed issue price of $0.04 per Share (**Tranche 2 Consideration Performance Rights**).
Upon the Company successfully delineating a JORC or NI43-101 compliant mineral resource on the Exploration Licences of a minimum of 50Mt having a minimum grade of at least 1% HMS within 36 months of the date of Completion of the Share Sale Agreement.	6,000,000 Consideration Performance Rights which will convert into Shares (on a one for one basis) at a deemed issue price of $0.04 per Share (**Tranche 3 Consideration Performance Rights**).

Completion of the Share Sale Agreement is conditional upon the satisfaction or waiver of various conditions precent by 31 August 2025 (or such later date as the parties may agree in writing), including:

(a) the outcome of a legal, financial, and technical due diligence on the SPV's, Rhino, Gorilla and their respective Exploration Licences, at the Company's absolute discretion;

(b) there being no material breach, and there are no facts or circumstances that may reasonably be expected to lead to a material breach, of the Vendor warranties before Completion;

(c) the Company receiving firm commitments for a capital raising of not less than $300,000 through the issue of Shares at an issue price of $0.04 per Share from investors who comply with the exemptions pursuant to section 708 of the Corporations Act;

(d) the Company receiving any necessary shareholder, regulatory or stock exchange consents, approvals or waivers for the Acquisition to proceed; and

(e) the Vendor receiving any necessary shareholder, regulatory, governmental (including the consent from any relevant mining department or body or from the relevant minister of mining (if required) or other third-party consents or approvals, or waivers, for the Acquisition to proceed.

The Share Sale Agreement contains additional provisions, including warranties and indemnities which are considered customary for agreements of this nature.

3.2 Listing Rule 7.1

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

The proposed issue of the Consideration Shares and Consideration Performance Rights does not fall within any of these exceptions and exceeds the 15% limit under Listing Rule 7.1. It therefore requires the approval of Shareholders under Listing Rule 7.1.

If Resolution 1(a) and Resolution 1(b) are passed, the Company will be able to issue the Consideration Shares and Consideration Performance Rights to the Vendor without using the Company's placement capacity under the Company's 15% limit under Listing Rule 7.1.

If Resolution 1(a) and Resolution 1(b) are not passed, the Company will not be able to issue the Consideration Shares and Consideration Performance Rights to the Vendor. As a result, the proposed Acquisition under the Share Sale Agreement will not proceed, as a key condition precedent, requiring Shareholder approval for the Acquisition to proceed (referred to in Section 3.1(d)) will not be met, unless waived by the Vendor.

3.3 Specific information required by Listing Rule 7.3

Under and for the purposes of Listing Rule 7.3, the following information is provided in relation to the proposed issue of the Consideration Shares and Consideration Performance Rights:

(a) a maximum number of 5,000,000 Consideration Shares and 15,000,000 Consideration Performance Rights will be issued to the Vendor;

(b) the Consideration Shares will be fully paid ordinary shares in the capital of the Company and will rank equally in all respects with the Company's existing Shares on issue. The Consideration Performance Rights will be issued in various tranches, on the terms and conditions set out in Section 3.1 and otherwise on the terms and conditions set out in Schedule 2;

(c) 5,000,000 Consideration Shares and 15,000,000 Consideration Performance Rights will be issued upon Completion and in any event, no later than 3 months after the date of the Meeting;

(d) no funds will be raised from the issue of the Consideration Shares or Consideration Performance Rights. The Consideration Shares and Consideration Performance Rights will be issued to the Vendor as part consideration payable under the Share Sale Agreement;

(e) the Consideration Shares and Consideration Performance Rights will be issued pursuant to the Share Sale Agreement. A summary of the material terms of the Share Sale Agreement is set out in Section 3.1; and

(f) a voting exclusion statement is included in the Notice.

3.4 Board recommendation

Resolution 1(a) and Resolution 1(b) are each separate ordinary resolutions.

The Board recommends that Shareholders vote in favour of Resolution 1(a) and Resolution 1(b).

4. Resolution 2(a) and Resolution 2(b) - Ratification of prior issue of Shares under Placement

4.1 General

On 24 April 2025, the Company announced that it had received firm commitments for a placement to raise approximately $400,000 (before costs) (**Placement**). The Placement involved the issuance of Shares at $0.04 each (**Placement Shares**) to sophisticated and professional investors, including Directors (who are related parties of the Company and whose participation is subject to Shareholder approval) for up to $75,000 (**Placement Participants**).

On or about 2 May 2025, the Company issued a total of 8,125,000 Placement Shares to Placement Participants using the Company's placement capacity under Listing Rules 7.1 and 7.1A, pursuant to the Placement.

Resolution 2(a) and Resolution 2(b) seek the approval of Shareholders to ratify the issue of Placement Shares under and for the purposes of Listing Rule 7.4.

4.2 Listing Rules 7.1, 7.1A and 7.4

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.

Under Listing Rule 7.1A however, an eligible entity can seek approval from its members, by way of a special resolution passed at its annual general meeting, to increase this 15% limit by an extra 10% to 25%. The Company obtained this approval at its annual general meeting held on 22 November 2024.

The issue of Placement Shares does not fit within any of the exceptions to Listing Rules 7.1 and 7.1A and, as it has not yet been approved by Shareholders, effectively uses up part of the 15% and 10% limits under Listing Rules 7.1 and 7.1A, reducing the Company's capacity to issue further Equity Securities without Shareholder approval under those Listing Rules for the 12-month period following the issue of the Placement Shares.

Listing Rule 7.4 allows the shareholders of a listed company to approve an issue of Equity Securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the company's capacity to issue further Equity Securities without shareholder approval under Listing Rule 7.1 or 7.1A.

The Company wishes to retain as much flexibility as possible to issue additional Equity Securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1.

To this end, Resolution 2(a) and Resolution 2(b) seek Shareholder approval for the issue of 8,125,000 Placement Shares under and for the purposes of Listing Rule 7.4.

If Resolution 2(a) and Resolution 2(b) are passed, the issue of the Placement Shares will be excluded in calculating the Company's 15% and 10% limits under Listing Rules 7.1 and 7.1A, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the issue of the Placement Shares.

If Resolution 2(a) is not passed, 2,275,000 Placement Shares will be included in the Company's 15% limit under Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval over the 12-month period following the issue of those Placement Shares.

If Resolution 2(b) is not passed, 5,850,000 Placement Shares will continue to be included in the Company's 10% limit under Listing Rule 7.1A, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, until the earlier of:

(a) 22 November 2025;

(b) the Company's next annual general meeting; or

(c) the date Shareholders approve a transaction under Listing Rule 11.1.2 or 11.2.

4.3 Specific information required by Listing Rule 7.5

Under and for the purposes of Listing Rule 7.5, the following information is provided in relation to the ratification of the issue of Placement Shares:

(a) the Placement Shares were issued to the Placement Participants, being sophisticated and professional investors, including Directors (who are related parties of the Company and whose participation is subject to Shareholder approval), to whom a disclosure document does not need to be provided under the Corporations Act;

(b) a total of 8,125,000 Placement Shares were issued on 2 May 2025 as follows:

  (i) 2,275,000 Placement Shares were issued within the 15% annual limit permitted under Listing Rule 7.1, without the need for Shareholder approval; and

  (ii) 5,850,000 Placement Shares were issued within the 10% limit permitted under Listing Rule 7.1A, without the need for Shareholder approval;

(c) the Placement Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue;

(d) the Placement Shares were issued at $0.04 per Share;

(e) the proceeds from the issue of the Placement Shares are intended to be used towards the cost of the Acquisition, advance exploration and developmental activities at the Central and Douala Projects in Cameroon, West Africa, as well as for costs of the Placement and general working capital;

(f) there are no additional material terms with respect to the agreements for the issue of the Placement Shares; and

(g) a voting exclusion statement is included in the Notice.

4.4 Board recommendation

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

The Board recommends that Shareholders vote in favour of Resolution 2(a) and Resolution 2(b).

5. Resolution 3 - Participation of Related Party in Placement - Daniel Smith

5.1 General

Daniel Smith (or his nominees), a related party of the Company, intends to participate in the Placement. The participation in the Placement by Daniel Smith (or his nominees) will be on the same terms as the Placement made to unrelated parties.

Daniel Smith (or his nominees) intends to participate in the Placement as follows:

Related Party	Number of Shares to be Issued	Amount to be raised
Daniel Smith	1,875,000	$75,000
TOTAL	**1,875,000**	**$75,000**

Further details regarding the Placement are set out in Section 4.

Resolution 3 seeks Shareholder approval pursuant to Listing Rule 10.11 for the issue of Shares to Daniel Smith under the Placement.

If Resolution 3 is passed, the Company will be able to proceed with the issue of the Placement Shares to Daniel Smith (or his nominees) within one month after the date of the Meeting. In these circumstances, by operation of Listing Rule 7.2 Exception 14, the issue of the Placement Shares to Daniel Smith (or his nominees) will not be counted towards the Company's 15% limit under Listing Rule 7.1.

If Resolution 3 is not passed, the Company will not be able to proceed with the issue of the Placement Shares to Daniel Smith (or his nominees).

5.2 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:

(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),

unless it obtains the approval of its shareholders.

5.3 Specific information required by Listing Rule 10.13

Under and for the purposes of Listing Rule 10.13, the following information is provided in relation to the proposed issue of Shares to Daniel Smith (or his nominees) under the Placement:

(a) a maximum of 1,875,000 Shares will be issued to Daniel Smith (or his nominees) under the Placement;

(b) Daniel Smith is a related party of the Company under Listing Rule 10.11.1, as he is a director of the Company;

(c) the Shares will be fully paid ordinary shares in the capital of the Company and will rank equally in all respects with the Company's existing Shares on issue;

(d) the Shares will be issued no later than 1 month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that the issue will occur on the same date;

(e) the Shares will be issued at an issue price of $0.04 each, being the same as all other Shares issued under the Placement;

(f) the intended use of funds raised under the Placement is set out in Section 4.3; and

(g) a voting exclusion statement is included in the Notice.

5.4 Board recommendation

Resolution 3 is an ordinary resolution.

The Board (other than Daniel Smith who has a personal interest in the outcome of this Resolution) recommends that Shareholders vote in favour of Resolution 3.

6. Resolution 4 - Resolution 7 - Approval to issue Performance Rights to Directors

6.1 General

The Company is proposing, subject to Shareholder approval, to issue up to a total of 8,000,000 Performance Rights (**Director Performance Rights**) to each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion, or their respective nominees as follows:

Director	Tranche 1	Tranche 2	Tranche 3	Tranche 4	TOTAL
Daniel Smith	1,250,000	1,250,000	1,250,000	1,250,000	**5,000,000**
John Kay	250,000	250,000	250,000	250,000	**1,000,000**
Dr Nannan He	250,000	250,000	250,000	250,000	**1,000,000**
Myles Campion	250,000	250,000	250,000	250,000	**1,000,000**
TOTAL	**2,000,000**	**2,000,000**	**2,000,000**	**2,000,000**	**8,000,000**

Performance Milestones of Director Performance Rights	Director Performance Rights issuable by the Company to the Directors
Upon the Company achieving a market capitalisation (on an undiluted basis) of no less than $12,500,000 for 10 consecutive Trading Days.	2,000,000 Director Performance Rights in accordance with the table above, which will convert into Shares (**Tranche 1 Director Performance Rights**).
Upon the Company achieving a market capitalisation (on an undiluted basis) of no less than $20,000,000 for 10 consecutive Trading Days.	2,000,000 Director Performance Rights in accordance with the table above, which will convert into Shares (**Tranche 2 Director Performance Rights**).
Upon the Company achieving a market capitalisation (on an undiluted basis) of no less than $30,000,000 for 10 consecutive Trading Days.	2,000,000 Director Performance Rights in accordance with the table above, which will convert into Shares (**Tranche 3 Director Performance Rights**).
Upon the Company achieving a market capitalisation (on an undiluted basis) of no less than $40,000,000 for 10 consecutive Trading Days.	2,000,000 Director Performance Rights in accordance with the table above, which will convert into Shares (**Tranche 4 Director Performance Rights**).

The Company is at a critical stage of its development, with significant opportunities and challenges in both the near and long term. The proposed issue of Director Performance Rights recognises the Directors' role in securing the Acquisition and serves as an incentive to drive future performance, aligning their efforts with the objective of increasing the Share price and enhancing Shareholder value. Additionally, the Board believes that granting the Director Performance Rights is a prudent strategy to conserve the Company's cash reserves while ensuring the retention and continued engagement of highly experienced and qualified Directors in a competitive market.

The Director Performance Rights are to be issued under the Plan. The terms and conditions of the Director Performance Rights are summarised in Schedule 3.

Resolution 4 - Resolution 7 (inclusive) seek Shareholder approval for the issue of up to a total of 8,000,000 Director Performance Rights under the Plan to each of Daniel Smith, John Kay,

Dr Nannan He and Myles Campion, or their respective nominees, under and for the purposes of Listing Rule 10.14, and sections 208 and 200E of the Corporations Act.

6.2 Listing Rule 10.14

Listing Rule 10.14 provides that a listed company must not permit any of the following persons to acquire Equity Securities under an employee incentive scheme:

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

(b) an associate of a director of the company (Listing Rule 10.14.2); or

(c) a person whose relation with the company 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),

unless it obtains the approval of its shareholders.

The proposed issue of the Director Performance Rights to each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion, or their respective nominees, falls within Listing Rules 10.14.1 or 10.14.2. It therefore requires the approval of Shareholders under Listing Rule 10.14.

Resolution 4 - Resolution 7 (inclusive) seek the required Shareholder approval for the issue of the Director Performance Rights under and for the purposes of Listing Rule 10.14, and sections 208 and 200E of the Corporations Act.

If Resolution 4 - Resolution 7 (inclusive) are passed, the Company will be able to proceed with the issue of the Director Performance Rights to each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion, or their respective nominees.

If Resolution 4 - Resolution 7 (inclusive) are not passed, the Company will not be able to proceed with the issue of the Director Performance Rights to each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion, or their respective nominees.

As Shareholder approval is sought under Listing Rule 10.14, approval under Listing Rules 7.1 or 10.11 is not required. Accordingly, the issue of the Director Performance Rights will not be included under the Company's 15% and 10% limits under Listing Rules 7.1 and 7.1A.

6.3 Specific information required by Listing Rule 10.15

Under and for the purposes of Listing Rule 10.15, the following information is provided in relation to the proposed issue of the Director Performance Rights:

(a) the Director Performance Rights will be issued to Daniel Smith, John Kay, Dr Nannan He and Myles Campion, or their respective nominees;

(b) each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion 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 Director Performance Rights are issued to their respective nominees, those persons will fall into the category stipulated by Listing Rule 10.14.2;

(c) a maximum of 8,000,000 Director Performance Rights will be issued to Daniel Smith, John Kay, Dr Nannan He and Myles Campion, or their respective nominees. See

Section 6.1 for further details regarding the maximum number of Director Performance Rights to be issued to each;

(d) the current total compensation package's available to each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion as at the date of this Notice is set below:

Remuneration (per annum)	Daniel Smith	John Kay	Dr Nannan He	Myles Campion
Salary and fees	$45,000	$40,000	$36,036	$40,000
Superannuation	-	-	$3,964	-
TOTAL	**$45,000**	**$40,000**	**$40,000**	**$40,000**

Notes:

1. The Company has valued the Performance Rights using a Monte Carlo simulation using the Hoadley's Single Share Price Target consecutive days mode valuation model, as set out in Schedule 4. The total value of the Performance Rights is between $0.0171 and $0.0289 per Performance Right.

2. The value of the Director Performance Rights the subject of Resolution 4 - Resolution 7 (inclusive) is not reflected in the table above.

(e) the number of securities that have previously been issued to each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion (or their nominees) under the Plan are set out below:

Security	Daniel Smith	John Kay	Dr Nannan He	Myles Campion
Shares	Nil	Nil	Nil	Nil
Options	Nil	Nil	Nil	Nil
Performance Rights	750,000	750,000	Nil	Nil
TOTAL	**750,000**	**750,000**	Nil	Nil

(f) the Director Performance Rights will be issued under the Plan on the terms set out in Schedule 3. The Board considers that granting Performance Rights, rather than Shares, is a prudent strategy to conserve the Company's cash reserves while ensuring the retention and continued engagement of highly experienced and qualified Directors in a competitive market;

(g) the Company has commissioned and prepared an independent valuation of the proposed Director Performance Rights, as set out in Schedule 5. In summary, it concludes that the value of the Director Performance Rights proposed to be granted to Daniel Smith, John Kay, Dr Nannan He and Myles Campion (or their nominees) is $179,400;

(h) the Director Performance Rights will be issued no later than three years after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);

(i) the Director Performance Rights will be issued for nil cash consideration as part of Daniel Smith's, John Kay's, Dr Nannan He's and Myles Campion's remuneration package;

(j) a summary of the material terms of the Plan is set out in Schedule 4;

(k) no loan will be provided to Daniel Smith, John Kay, Dr Nannan He and Myles Campion (or their nominees) in relation to the issue of the Director Performance Rights;

(l) details of any securities issued under the Plan will be published in the annual 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 4 - Resolution 7 (inclusive) are passed and who were not named in the Notice will not participate until approval is obtained under that rule; and

(m) a voting exclusion statement is included in the Notice.

6.4 Section 200E of the Corporations Act

Under section 200B of the Corporations Act, a company may only give a person a benefit in connection with them ceasing to hold a 'managerial or executive office' (as defined in the Corporations Act) if an exemption applies or if the benefit is approved by shareholders in accordance with section 200E of the Corporations Act.

Each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion hold 'managerial or executive offices' by virtue of being Directors.

Under the terms and conditions of the Plan, under which the Director Performance Rights, the subject of Resolution 4 - Resolution 7 (inclusive), are proposed to be issued, circumstances in which the early vesting of the Director Performance Rights are permitted at the Board's discretion include (but are not limited to), amongst other things, termination or discontinuance of a participant's employment, engagement or office with the Company due to death, permanent incapacity, mental incapacity, redundancy, resignation, retirement or any other reason the Board decides, or in other circumstances where the Board exercises its discretion to allow early vesting, as well as change of control events.

The termination 'benefit' under section 200B of the Corporations Act has a wide operation and relevantly includes, in the context of Resolution 4 - Resolution 7 (inclusive), the early vesting of Director Performance Rights, upon the exercise of the Board's discretion or the Board determining to provide that the Director Performance Rights do not lapse but will continue and vest in the ordinary course.

Resolution 4 - Resolution 7 (inclusive) therefore also seek approval of any termination benefit that may be provided to each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion under the terms and conditions of the Director Performance Rights proposed to be issued under Resolution 4 - Resolution 7 (inclusive).

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

The value of the potential termination benefits cannot be determined in advance. This is because various matters will or are likely to affect that value. In particular, the value of a particular benefit will depend on factors such as the Share price at the time of vesting and the number of Director Performance Rights that will vest or otherwise be affected. The following additional factors may also affect the benefit's value:

(a) the length of service of each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion at the time they cease employment or office; and

(b) the number of unvested Director Performance Rights that each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion (or their respective nominees) holds at the time they cease employment or office.

At the relevant time, the Company believes that the termination benefits can be appropriately valued using a Monte Carlo simulation using the Hoadley's Single Share Price Target consecutive days valuation model.

6.6 Chapter 2E of the Corporations Act

In accordance with Chapter 2E of the Corporations Act, in order to give a financial benefit to each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion (or their respective nominees), 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 grant of the Director Performance Rights constitutes giving a financial benefit and each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion are related parties of the Company by virtue of being Directors of the Company.

It is the view of the Board that the exceptions set out in sections 210 to 216 of the Corporations Act do not apply in the current circumstances. Accordingly, the Company is seeking approval for the purposes of Chapter 2E of the Corporations Act in respect of the Director Performance Rights proposed to be issued to each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion pursuant to Resolution 4 - Resolution 7 (inclusive).

6.7 Specific information required by Chapter 2E of the Corporations Act

Pursuant to and in accordance with section 219 of the Corporations Act, the following information is provided in relation to the proposed issue of the Director Performance Rights:

(a) **Identity of the related parties to whom Resolution 4 - Resolution 7 (inclusive) permit financial benefits to be given**

The Director Performance Rights will be issued to:

(i) Non-Executive Chairman - Daniel Smith or his nominees;

(ii) Non-Executive Director - John Kay or his nominees;

(iii) Non-Executive Director - Dr Nannan He or her nominees; and

(iv) Non-Executive Director - Myles Campion or his nominees,

for nil cash consideration, as set out in Section 6.3(i).

(b) **Nature of the financial benefit**

Resolution 4 - Resolution 7 (inclusive) seek approval from Shareholders to allow the Company to issue the Director Performance Rights in the amounts specified in Section 6.1 above to each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion (or their respective nominees). The Director Performance Rights are to be issued in accordance with the Plan. The terms and conditions of the Director Performance Rights can be found in Schedule 3.

The Shares to be issued upon the vesting of the Director Performance Rights will be fully paid ordinary shares in the capital of the Company on the same terms and conditions as the Company's existing Shares and will rank equally in all respects with the Company's existing Shares.

The grant of the Director Performance Rights encourages each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion to have a greater involvement in the achievement of the Company's objectives and to provide an incentive to strive to that end by participating in the future growth and prosperity of the Company through Share ownership. Under the Company's current circumstances, the Company considers that the incentives intended for each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion represented by the grant of these Director Performance Rights are a cost effective and efficient means for the Company to provide a reward and an incentive, as opposed to alternative forms of incentive, such as the payment of additional cash compensation.

The number of Director Performance Rights to be granted to each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion (or their respective nominees) has been determined based upon a consideration of:

(i) the remuneration of each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion;

(ii) the experience and reputation of each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion within the mining industry;

(iii) the Company's wish to ensure that the remuneration offered is competitive with market standards or/and practice. The Company has considered the proposed number of Director Performance Rights to be granted and will ensure that overall remuneration of each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion is in line with market practice; and

(iv) incentives to attract and ensure continuity of service of directors who have appropriate knowledge and expertise, while maintaining the Company's cash reserves. The Company does not consider that there are any significant opportunity costs to the Company or benefits foregone by the Company in issuing the Director Performance Rights upon the terms proposed.

(c) **Valuation of financial benefit**

A valuation of the Director Performance Rights to be issued to each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion is set out in Schedule 4.

(d) **Remuneration of each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion**

The remuneration packages of each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion is set out above in Section 6.3(d).

(e) **Existing relevant interests**

At the date of this Notice, each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion hold the following relevant interests in Securities of the Company:

Director	Shares	Options	Performance Rights
Daniel Smith	5,171,998	18,080,358	250,000
John Kay	3,605,000	3,942,500	250,000
Dr Nannan He	925,556	4,611,496	-
Myles Campion	665,000	3,685,237	-

Assuming that Resolution 4 - Resolution 7 (inclusive) are approved by Shareholders, all of the Director Performance Rights are issued and vest into Shares, and no other Securities are issued or exercised, the respective interests in the Company of each of Daniel Smith, John Kay, Dr Nannan He and Myles Campion would be as follows:

(i) Daniel Smith's interest would represent approximately 15.29% of the Company's expanded capital (assuming the Company has 66,500,000 Shares on issue);

(ii) John Kay's interest would represent approximately 6.92% of the Company's expanded capital (assuming the Company has 66,500,000 Shares on issue);

(iii) Dr Nannan He's interest would represent approximately 2.90% of the Company's expanded capital (assuming the Company has 66,500,000 Shares on issue); and

(iv) Myles Campion's interest would represent approximately 2.50% of the Company's expanded capital (assuming the Company has 66,500,000 Shares on issue).

(f) **Dilution**

The issue of the Director Performance Rights will have a diluting effect on the percentage interest of existing Shareholders' holdings if the Director Performance Rights vest.

The potential dilutionary effect of the issue of the Director Performance Rights is summarised below:

	Number of DY6 Shares on issue	% of undiluted issued capital on issue	% of fully diluted issued capital on issue
Shares	58,500,000	100%	54.80%
Options	38,249,978	N/A	35.83%
Performance Rights	10,000,000	N/A	9.37%

Notes:

1. This table assumes that 58,500,000 Shares are currently on issue and that the fully diluted issued capital on issue is 106,749,978 Shares.

(g) **Taxation consequences**

There are no taxation consequences for the Company arising from the issue of the Director Performance Rights (including fringe benefits tax).

(h) **Other information**

The Board is not aware of any other information that would be reasonably required by Shareholders to allow them to make a decision whether it is in the best interests of the Company to pass Resolution 4 - Resolution 7 (inclusive).

(i) **Taxation consequences**

There are no taxation consequences for the Company arising from the issue of the Director Performance Rights (including fringe benefits tax).

(j) **Other information**

The Board is not aware of any other information that would be reasonably required by Shareholders to allow them to make a decision whether it is in the best interests of the Company to pass Resolution 4 - Resolution 7 (inclusive).

6.8 Board recommendation

Resolution 4 - Resolution 7 are each ordinary resolutions.

The Directors decline to make a recommendation to Shareholders in relation to Resolution 4 - Resolution 7 (inclusive) due to their material personal interests in the outcome of the Resolutions.

None of Daniel Smith, John Kay, Dr Nannan He and Myles Campion have voted on any resolutions of the Board in respect of the issue of any Securities the subject of Resolution 4 - Resolution 7 (inclusive).

Schedule 1 Definitions

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

$	means Australian Dollars.
Acquisition	has the meaning in Section 3.1.
ASX	means the ASX Limited (ABN 98 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.
ASX Limit	has the meaning in Schedule 4.
AWST	means Western Standard Time, being the time in Perth, Western Australia.
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 DY6 Metals Ltd ACN 663 592 318.
Completion	means completion of the sale and purchase of the shares under the Share Sale Agreement.
Consideration Performance Rights	has the meaning in Section 3.1.
Consideration Shares	has the meaning in Section 3.1.
Convertible Securities.	has the meaning in Schedule 4.
Corporations Act	means the *Corporations Act 2001* (Cth) as amended.
Director	means a director of the Company.
Director Performance Rights	has the meaning in Section 6.1.
Division 1A of Part 7.12	has the meaning in Schedule 4.

Eligible Participant has the meaning in Schedule 4.

Equity Security has the same meaning as in the Listing Rules.

Explanatory Memorandum means the explanatory memorandum which forms part of the Notice.

Exploration Licences means the exploration licences granted upon conversion of the Licence Applications.

Extraordinary General Meeting or **Meeting** means the meeting convened by the Notice.

Gorilla has the meaning in Section 3.1.

HMS means heavy-mineral sands.

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.

Licence Applications means each of the following licence applications:

Licence name	Project name	Holder	Permit number	Application date	Granted date
Mungo	Douala	Rhino	77-22	29/06/2022	14/12/2022
Mbanga	Douala	Rhino	76-22	29/06/2022	14/12/2022
Maleke	Douala	Rhino	6-24	30/01/2024	N/A
Diwong	Douala	Rhino	7-24	30/01/2024	N/A
Mbongo	Douala	Rhino	6-22	30/09/2022	N/A
Edea Sud	Douala	Rhino	PR385	29/06/2022	14/12/2022
Nganda	Central	Gorilla	TBC	19/02/2025	N/A
Nsimbo	Central	Gorilla	TBC	19/02/2025	N/A
Kombo	Central	Gorilla	TBC	19/02/2025	N/A

Bounde	Central	Gorilla	TBC	19/02/2025	N/A
Alamba	Central	Gorilla	TBC	19/02/2025	N/A

Listing Rules	means the listing rules of ASX.
Market Value	has the meaning in Schedule 4.
Notice	means this notice of Extraordinary General Meeting.
Option	means an option, giving the holder the right, but not an obligation, to acquire a Share at a predetermined price and at a specified time in the future.
Participant	has the meaning in Schedule 4.
Performance Right	means a right to subscribe for an issued share in the capital of the Company, each convertible into a Share upon the satisfaction of one or more of the relevant performance milestones.
Placement	has the meaning in Section 4.1.
Placement Participants	has the meaning in Section 4.1.
Placement Shares	has the meaning in Section 4.1.
Plan	means the DY6 Metals Ltd Employee Securities Incentive Plan.
Plan Shares	has the meaning in Schedule 4.
Proxy Form	means the proxy form attached to the Notice.
Related Body Corporate	has the meaning given in the Corporations Act.
Resolution	means a resolution referred to in the Notice.
Rhino	has the meaning in Section 3.1.
Section	means a section of the Explanatory Memorandum.
Securities	means any securities, including Shares or Options, issued or granted by the Company.
Share	means a fully paid ordinary share in the capital of the Company.
Shareholder	means the holder of a Share.
Share Sale Agreement	has the meaning in Section 3.1.
SPV's	has the meaning in Section 3.1.

Trading Day	means a day determined by ASX to be a trading day and notified to market participants being: (a) a day other than: (i) a Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day; and (ii) any other day which ASX declares and publishes is not a trading day; and (b) notwithstanding (a), a day which for the purposes of settlement, ASX declares is a trading day notwithstanding that dealings between market participants are suspended on that day.
Tranche 1 Consideration Performance Rights	has the meaning in Section 3.1.
Tranche 2 Consideration Performance Rights	has the meaning in Section 3.1.
Tranche 3 Consideration Performance Rights	has the meaning in Section 3.1.
Tranche 1 Director Performance Rights	has the meaning in Section 6.1.
Tranche 2 Director Performance Rights	has the meaning in Section 6.1.
Tranche 3 Director Performance Rights	has the meaning in Section 6.1.
Tranche 4 Director Performance Rights	has the meaning in Section 6.1.
Vendor	has the meaning in Section 3.1.

Schedule 2 Terms and Conditions of Consideration Performance Rights

(a) **General**

(i) (**Share Capital**) Each Performance Right is a right to acquire a share in the capital of the Company.

(ii) (**General meetings**) Each Performance Right confers on the holder (**Holder**) the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to the Company's shareholders. A Holder has the right to attend general meetings of the Company.

(iii) (**No 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 2001* (Cth) (**Corporations Act**) or the ASX Listing Rules (**Listing Rules**) where such rights cannot be excluded by these terms.

(iv) (**No dividend rights**) A Performance Right does not entitle the Holder to any dividends.

(v) (**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.

(vi) (**No rights on winding up**) A Performance Right does not confer a right to participate in the surplus profits or assets of the Company upon a winding up of the Company.

(vii) (**Transfer of Performance Rights**) A Performance Right is not transferable.

(viii) (**Reorganisation of Capital**) In the event that the issued capital of the Company is reconstructed, all rights of a Holder will be changed to the extent necessary to comply with the Listing Rules at the time of reorganisation provided that, subject to compliance with the Listing Rules, following such reorganisation the economic and other rights of the Holder are not diminished.

(ix) (**Quotation**) The Performance Rights will not be quoted on ASX.

(x) (**No participation in entitlements and bonus issues**) Subject always to the rights under (a)(v)(iii) (**Reorganisation of Capital**), Holders will not be entitled to participate in new issues of capital offered to holders of fully paid ordinary shares in the Company (**Shareholders**) such as bonus issues and entitlement issues.

(xi) (**Amendments required by ASX**) The terms of the Performance Rights may be amended as considered necessary by the board of directors of the Company in order to comply with the 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.

(xii) (**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.

(b) **Definitions**

In this Section, these capitalised terms have the following meanings:

(i) **HMS** means heavy mineral sands.

(ii) **JORC Code** means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves, 2012 edition (or the most recent edition when reference is made to it).

(iii) **Mineral Resource** has the meaning given to that term as defined in the JORC Code.

(iv) **NI43-101** means the Standards of Disclosure for Mineral Projects (Canada).

(v) **Projects** means the Douala and Central HMS projects located in Cameroon.

(vi) **Related Body Corporate** has the meaning given to that term in the Corporations Act.

(c) **Milestones**

The Performance Rights will convert into Shares upon the satisfaction of each of the milestones set out below, before the Expiry Date and otherwise in accordance with their terms.

(i) **Milestone 1**

5,000,000 Performance Rights will convert into ordinary shares (each having a deemed issue price of $0.04 per share) following the announcement or announcements by the Company to ASX that the tenement applications on the Projects have been granted as new exploration licences, within six (6) months from the date of completion of the transaction (**Completion**);

(ii) **Milestone 2**

4,000,000 Performance Rights will convert into ordinary shares (each having a deemed issue price of $0.04 per share) following the announcement or announcements by the Company to ASX achieving at least 5 drill intercepts of either 5 metres or greater at a minimum grade of 2% HMS or 10 metres or greater at a minimum grade of 1% HMS at the Projects, within 18 months of the date of Completion; and

(iii) **Milestone 3**

6,000,000 Performance Rights will convert into ordinary shares (each having a deemed issue price of $0.04 per share) following the announcement or announcements by the Company to ASX that the Company has delineated a JORC or NI43-101 compliant Mineral Resource on the Projects of a minimum of

50Mt having a minimum grade of at least 1% HMS, within 36 months of the date of Completion.

(d) **Change in control**

Performance Rights will automatically convert into Shares upon the happening of either of the following events:

(i) **Takeover bid**: the occurrence of the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of more than 50.1% of Shares and that takeover bid has become unconditional; or

(ii) **Scheme of arrangement**: the announcement by the Company that Shareholders have at a Court-convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of scheme of arrangement for the purposes of a corporate restructure including change of domicile, or any reconstruction, consolidation, sub-division, reduction or return of the issued capital of the Company) under which all Company securities are to be either cancelled or transferred to a third party, and the Court, by order, approves the proposed scheme of arrangement,

provided that the offeror under the takeover bid, or the third party under the scheme of arrangement (as applicable), or the acquirer under such disposal, does not control the Company at the time of issue of the Performance Rights.

(e) **Expiry Date**

(i) The Expiry Date for each of the Performance Rights is 5.00pm (Western Australian Standard Time) on the date, which is 3 years after the date of their issue (**Expiry Date**).

(ii) To the extent that any Performance Rights have not converted into Shares by the applicable Expiry Date, such Performance Rights for each Holder will automatically lapse and be deemed to have been cancelled without payment or other compensation to the Holder.

(f) **Conversion of Performance Rights**

(i) Any conversion of Performance Rights into Shares is on a one for one basis (subject to (a)(v)(iii), if applicable).

(ii) The Company must issue the relevant number of Shares to the Holder immediately upon conversion of any Performance Rights.

(iii) A Performance Right, which converts immediately, ceases to exist.

(g) **Takeover provisions**

(i) If the conversion of Performance Rights (or part thereof) under (c) would result in any person being in contravention of section 606(1) of the Corporations Act, then the conversion of each Performance Right that would cause the contravention shall be deferred until such time or times thereafter that the

conversion would not result in a contravention of section 606(1) of the Corporations Act.

(ii) Where (g)(i) applies, if requested to do so by the affected Holder, the Company must seek to obtain the approval of its shareholders under section 611, item 7 of the Corporations Act for the conversion of the affected Performance Rights at the Company's next annual general meeting.

(iii) A Holder must promptly notify the Company in writing if they consider that the conversion of Performance Rights (or part thereof) under (c) may result in the contravention of section 606(1) of the Corporations Act, failing which the Company is entitled to assume that such conversion will not result in any person being in contravention of section 606(1) of the Corporations Act (unless it is on notice to the contrary through a substantial holder notice which has been lodged in relation to the Company).

(iv) The Company may (but is not obliged to) by written notice request that a Holder confirm to the Company in writing within 7 days if they consider that the conversion of Performance Rights under (c) may result in the contravention of section 606(1) of the Corporations Act. If the Holder does not confirm to the Company within 7 days that they consider such conversion may result in the contravention of section 606(1) of the Corporations Act, then the Company is entitled to assume that such conversion will not result in any person being in contravention of section 606(1) of the Corporations Act (unless it is on notice to the contrary through a substantial holder notice which has been lodged in relation to the Company).

(h) **Quotations**

If the Company is listed on the ASX at the time, upon conversion of the Performance Rights into Shares in accordance with these terms, the Company must within 7 days after the conversion, apply for and use its best endeavours to obtain the official quotation on ASX of the Shares arising from the conversion.

(i) **Conversion procedure**

(i) The Company will procure that the Holder is issued with a new holding statement for the Shares as soon as practicable following the conversion of the Performance Rights into Shares.

(ii) The Company must use its best endeavours to release to ASX a notice under sections 708A(5) and (6) of the Corporations Act in relation to the Shares within 5 Business Days of conversion of the Performance Rights into Shares.

(j) **Ranking of Shares**

Subject to any applicable laws and the Listing Rules, the Shares into which the Performance Rights will convert will be freely tradable and will rank pari passu in all respects with the Shares on issue at the date of conversion.

Schedule 3 Terms and Conditions of Director Performance Rights

(a) **General**

(i) (**Share Capital**) Each Performance Right is a right to acquire a share in the capital of the Company.

(ii) (**General meetings**) Each Performance Right confers on the holder (**Holder**) the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to the Company's shareholders. A Holder has the right to attend general meetings of the Company.

(iii) (**No 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 2001* (Cth) (**Corporations Act**) or the ASX Listing Rules (**Listing Rules**) where such rights cannot be excluded by these terms.

(iv) (**No dividend rights**) A Performance Right does not entitle the Holder to any dividends.

(v) (**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.

(vi) (**No rights on winding up**) A Performance Right does not confer a right to participate in the surplus profits or assets of the Company upon a winding up of the Company.

(vii) (**Transfer of Performance Rights**) A Performance Right is not transferable.

(viii) (**Reorganisation of Capital**) In the event that the issued capital of the Company is reconstructed, all rights of a Holder will be changed to the extent necessary to comply with the Listing Rules at the time of reorganisation provided that, subject to compliance with the Listing Rules, following such reorganisation the economic and other rights of the Holder are not diminished.

(ix) (**Quotation**) The Performance Rights will not be quoted on ASX.

(x) (**No participation in entitlements and bonus issues**) Subject always to the rights under (a)(v)(iii) (**Reorganisation of Capital**), Holders will not be entitled to participate in new issues of capital offered to holders of fully paid ordinary shares in the Company (**Shareholders**) such as bonus issues and entitlement issues.

(xi) (**Amendments required by ASX**) The terms of the Performance Rights may be amended as considered necessary by the board of directors of the Company in order to comply with the 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.

(xii) (**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.

(b) **Definitions**

In this Section, these capitalised terms have the following meanings:

Related Body Corporate has the meaning given to that term in the Corporations Act.

(c) **Milestones**

The Performance Rights will convert into Shares in four (4) tranches upon the satisfaction of each of the milestones set out below (**Milestone**), before the Expiry Date and otherwise in accordance with their terms.

(i) **Milestone 1**

The Company achieving a market capitalisation (on an undiluted basis) of not less than $12,500,000 for 10-consecutive trading days;

(ii) **Milestone 2**

The Company achieving a market capitalisation (on an undiluted basis) of not less than $20,000,000 for 10-consecutive trading days;

(iii) **Milestone 3**

The Company achieving a market capitalisation (on an undiluted basis) of not less than $30,000,000 for 10-consecutive trading days; and

(iv) **Milestone 4**

The Company achieving a market capitalisation (on an undiluted basis) of not less than $40,000,000 for 10-consecutive trading days.

(d) **Change in control**

Performance Rights will automatically convert into Shares upon the happening of either of the following events:

(i) **Takeover bid**: the occurrence of the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of more than 50.1% of Shares and that takeover bid has become unconditional; or

(ii) **Scheme of arrangement**: the announcement by the Company that Shareholders have at a Court-convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of scheme of arrangement for the purposes of a corporate restructure including change of domicile, or any reconstruction, consolidation, sub-division, reduction or return of the issued capital of the Company) under which all Company securities are to be either cancelled or transferred to a third party, and the Court, by order, approves the proposed scheme of arrangement,

provided that the offeror under the takeover bid, or the third party under the scheme of arrangement (as applicable), or the acquirer under such disposal, does not control the Company at the time of issue of the Performance Rights.

(e) **Expiry Date**

(i) The Expiry Date for each of the Performance Rights is 5.00pm (Western Australian Standard Time) on the date, which is 3 years after the date of their issue (**Expiry Date**).

(ii) To the extent that any Performance Rights have not converted into Shares by the applicable Expiry Date, such Performance Rights for each Holder will automatically lapse and be deemed to have been cancelled without payment or other compensation to the Holder.

(f) **Conversion of Performance Rights**

(i) Any conversion of Performance Rights into Shares is on a one for one basis (subject to (a)(v)(iii), if applicable).

(ii) The Company must issue the relevant number of Shares to the Holder immediately upon conversion of any Performance Rights.

(iii) A Performance Right, which converts immediately, ceases to exist.

(g) **Takeover provisions**

(i) If the conversion of Performance Rights (or part thereof) under (c) would result in any person being in contravention of section 606(1) of the Corporations Act, then the conversion of each Performance Right that would cause the contravention shall be deferred until such time or times thereafter that the conversion would not result in a contravention of section 606(1) of the Corporations Act.

(ii) Where (g)(i) applies, if requested to do so by the affected Holder, the Company must seek to obtain the approval of its shareholders under section 611, item 7 of the Corporations Act for the conversion of the affected Performance Rights at the Company's next annual general meeting.

(iii) A Holder must promptly notify the Company in writing if they consider that the conversion of Performance Rights (or part thereof) under (c) may result in the contravention of section 606(1) of the Corporations Act, failing which the Company is entitled to assume that such conversion will not result in any person being in contravention of section 606(1) of the Corporations Act (unless it is on notice to the contrary through a substantial holder notice which has been lodged in relation to the Company).

(iv) The Company may (but is not obliged to) by written notice request that a Holder confirm to the Company in writing within 7 days if they consider that the conversion of Performance Rights under (c) may result in the contravention of section 606(1) of the Corporations Act. If the Holder does not confirm to the Company within 7 days that they consider such conversion may result in the contravention of section 606(1) of the Corporations Act, then the Company is entitled to assume that such conversion will not result in any person being in

contravention of section 606(1) of the Corporations Act (unless it is on notice to the contrary through a substantial holder notice which has been lodged in relation to the Company).

(h) **Quotations**

If the Company is listed on the ASX at the time, upon conversion of the Performance Rights into Shares in accordance with these terms, the Company must within 7 days after the conversion, apply for and use its best endeavours to obtain the official quotation on ASX of the Shares arising from the conversion.

(i) **Conversion procedure**

(i) The Company will procure that the Holder is issued with a new holding statement for the Shares as soon as practicable following the conversion of the Performance Rights into Shares.

(ii) The Company must use its best endeavours to release to ASX a notice under sections 708A(5) and (6) of the Corporations Act in relation to the Shares within 5 Business Days of conversion of the Performance Rights into Shares.

(j) **Ranking of Shares**

Subject to any applicable laws and the Listing Rules, the Shares into which the Performance Rights will convert will be freely tradable and will rank pari passu in all respects with the Shares on issue at the date of conversion.

Schedule 4 Summary of terms of Plan

A summary of the terms of the Plan is set out below.

(a) (**Eligible Participant**): Eligible Participant means a person that:

(i) is an "ESS participant", as that term is defined in s 1100L of the Corporations Act in relation to the Company or an associated entity of the Company, where that associated entity is a body corporate (and where associated entity has the meaning given by section 50AAA of the Corporations Act); and

(ii) has been determined by the Board to be eligible to participate in the Plan from time to time.

(b) (**Maximum allocation**):

(i) 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 the total number of Plan Shares (as defined in paragraph (m) below) that may be issued, or acquired upon exercise of securities exercisable for Plan Shares (**Convertible Securities**) offered, when aggregated with the number of 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 requirements of the Constitution from time to time. Under the current Constitution, this percentage limit has been increased from 5% to 10%.

(ii) The maximum number of equity securities proposed to be issued under the Plan for the purposes of Listing Rule 7.2, Exception 13 is 5,550,000 Securities (**ASX Limit**). This means that, subject to the following paragraph, the Company may issue up to the ASX Limit under the Plan, without seeking Shareholder approval and without reducing its placement capacity under Listing Rule 7.1.

(iii) The Company will require prior Shareholder approval for the issue of Securities under the Plan to Directors, their associates, and any person whose relationship with the Company or a Director or a Director's associate is such that, in ASX's opinion, the acquisition should be approved by Shareholders. The issue of Securities with Shareholder approval will not count towards the ASX Limit.

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

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

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

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

(d) (**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.

(e) (**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 of Part 7.12 of the Corporations Act (**Division 1A of Part 7.12**).

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 of Part 7.12.

(f) (**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.

(g) (**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.

(h) (**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.

(i) (**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.

(j) (**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.

(k) (**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 (as defined above), 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:

(i) 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

(ii) any Convertible Securities which have not yet vested will be automatically forfeited on the expiry date specified in the invitation.

(l) (**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.

(m) (**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.

(n) (**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.

For so long as a Plan Share or Convertible Security is subject to any disposal restrictions under the Plan, the Participant will not:

(i) transfer, encumber or otherwise dispose of, or have a security interest granted over that Plan Share; or

(ii) take any action or permit another person to take any action to remove or circumvent the disposal restrictions without the express written consent of the Company.

(o) (**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.

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

(q) (**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.

(r) (**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.

If a Participant and the Company (acting by the Board) agree in writing that some or all of the Securities granted to that Participant are to be cancelled on a specified date or on the occurrence of a particular event, then those Securities may be cancelled in the manner agreed between the Company and the Participant.

Schedule 5 Valuation of Director Performance Rights

(a) Valuation Methodology

The Performance Rights have market vesting conditions attached. The methodology used to determine the value per right is a Monte Carlo simulation using the Hoadley's Single Share Price Target consecutive days model.

(b) Terms of the Performance Rights

The terms used in our valuation of the Performance Rights are detailed in the table below:

Item	Tranche 1	Tranche 2	Tranche 3	Tranche 4
Number of Performance Rights	2,000,000	2,000,000	2,000,000	2,000,000
Exercise price	$0.0000	$0.0000	$0.0000	$0.0000
Grant date	23-Apr-25	23-Apr-25	23-Apr-25	23-Apr-25
Start of measurement/vesting period	23-Apr-25	23-Apr-25	23-Apr-25	23-Apr-25
Measurement/vesting date	23-Apr-28	23-Apr-28	23-Apr-28	23-Apr-28
Measurement/vesting period (years)	3.00	3.00	3.00	3.00
Remaining Measurement/vesting period (years)	3.00	3.00	3.00	3.00
Expiry date	23-Apr-28	23-Apr-28	23-Apr-28	23-Apr-28
Expiry period (years)	3.00	3.00	3.00	3.00
Vesting conditions	Note 1	Note 2	Note 3	Note 4

Notes

1. Vest upon the Company achieving a market capitalisation (on an undiluted basis) of no less than $12,500,000 for 10 consecutive trading days.
2. Vest upon the Company achieving a market capitalisation (on an undiluted basis) of no less than $20,000,000 for 10 consecutive trading days.
3. Vest upon the Company achieving a market capitalisation (on an undiluted basis) of no less than $30,000,000 for 10 consecutive trading days.
4. Vest upon the Company achieving a market capitalisation (on an undiluted basis) of no less than $40,000,000 for 10 consecutive trading days.

(c) Valuation of Performance Rights

The Performance Rights have been valued using the following inputs:

Item	Tranche 1	Tranche 2	Tranche 1	Tranche 2
Number of Performance Rights	2,000,000	2,000,000	2,000,000	2,000,000
Exercise price	$0.0000	$0.0000	$0.0000	$0.0000
Grant date	23-Apr-25	23-Apr-25	23-Apr-25	23-Apr-25
Share price[1]	$0.0410	$0.0410	$0.0410	$0.0410
Vesting date	23-Apr-28	23-Apr-28	23-Apr-28	23-Apr-28
Expiry date	23-Apr-28	23-Apr-28	23-Apr-28	23-Apr-28
Expiry period (years)	3.00	3.00	3.00	3.00
Performance measurement period (years)	3.00	3.00	3.00	3.00
Risk-free rate[2]	3.34%	3.34%	3.34%	3.34%
Volatility	128.7%	128.7%	128.7%	128.7%

Share price target	$0.2137	$0.3419	$0.5128	$0.6838
Market or non-market vesting[3]	Market	Market	Market	Market
Vesting probability	N/A	N/A	N/A	N/A

Notes:

1. Share price means closing share price on 23 April 2025 being the most recently available market data.
2. The risk-free rates applied are based on Australian Government bonds as of 16 April 2025 (being the most recently available market data), with all tranches using the 3-year maturity rate.
3. For Performance Rights with market-based vesting conditions attached, the fair value of the rights has been determined using a valuation model that incorporates the likelihood of achieving the market condition.

DY6 METALS

DY6 Metals Ltd
ABN 91 663 592 318

Need assistance?

Phone:
1300 850 505 (within Australia)
+61 3 9415 4000 (outside Australia)

Online:
www.investorcentre.com/contact

YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **11:00am (AWST) on Monday, 9 June 2025.**

Proxy Form

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

APPOINTMENT OF PROXY

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

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

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

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

PARTICIPATING IN THE MEETING

Corporate Representative
If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com/au and select "Printable Forms".

Lodge your Proxy Form:

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is

Control Number: 184896

SRN/HIN:

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia

By Fax:

1800 783 447 within Australia or
+61 3 9473 2555 outside Australia

PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

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, contact Computershare.

☐ **Change of address.** If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with '**X**') should advise your broker of any changes.

Proxy Form

Please mark ☒ to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

I/We being a member/s of DY6 Metals Ltd hereby appoint

☐ **the Chairman of the Meeting** **OR** _____

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Extraordinary General Meeting of DY6 Metals Ltd to be held at Minerva Corporate Office, Level 8, 99 St Georges Terrace, Perth, WA 6000 on Wednesday, 11 June 2025 at 11:00am (AWST) and at any adjournment or postponement of that meeting.

Chairman authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Resolutions 4, 5, 6 and 7 (except where I/we have indicated a different voting intention in step 2) even though Resolutions 4, 5, 6 and 7 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

Important Note: If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Resolutions 4, 5, 6 and 7 by marking the appropriate box in step 2.

Step 2 Items of Business

PLEASE NOTE: If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

		For	Against	Abstain
Resolution 1a	Approval to issue up to 5,000,000 Consideration Shares	☐	☐	☐
Resolution 1b	Approval to issue up to 15,000,000 Consideration Performance Rights	☐	☐	☐
Resolution 2a	Ratification of prior issue of Shares under Placement - Listing Rule 7.1	☐	☐	☐
Resolution 2b	Ratification of prior issue of Shares under Placement - Listing Rule 7.1A	☐	☐	☐
Resolution 3	Participation of Related Party in Placement - Daniel Smith	☐	☐	☐
Resolution 4	Approval to issue Performance Rights to Director - Daniel Smith	☐	☐	☐
Resolution 5	Approval to issue Performance Rights to Director - John Kay	☐	☐	☐
Resolution 6	Approval to issue Performance Rights to Director - Dr Nannan He	☐	☐	☐
Resolution 7	Approval to issue Performance Rights to Director - Myles Campion	☐	☐	☐

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

Step 3 Signature of Securityholder(s)

This section must be completed.

Individual or Securityholder 1	**Securityholder 2**	**Securityholder 3**	
			/ /
Sole Director & Sole Company Secretary	**Director**	**Director/Company Secretary**	**Date**

Update your communication details *(Optional)*

Mobile Number _____

Email Address _____

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically