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20 September 2024 ASX: DRR

Important Information regarding the 2024 Annual General Meeting

Deterra Royalties Limited (ASX: DRR) (**Deterra** or **Company**) advises that its 2024 Annual General Meeting (AGM) will be held as follows:

Time: 2:00pm (AWST)

Date: Thursday, 24 October 2024

Place: Level 1, 140 St Georges Terrace, Perth, Western Australia.

The Notice of Meeting for the AGM can be accessed from the following link on the Company's website at www.deterraroyalties.com. It is also available from the Company's announcements platform on the ASX at www.asx.com.au.

The Company will not be posting hard copies of the Notice of Meeting unless a shareholder has made a valid election to receive such documents in hard copy. Notwithstanding this, if you would like to receive a hard copy of the Notice of Meeting, please contact the Company's share registry, Computershare Investor Services Pty Limited on, 1300 850 505 (within Australia) or +61 3 9415 4000 (overseas).

The Company's Annual Report is available on the Company's website at www.deterraroyalties.com.

Shareholders are encouraged to monitor the Company's website at www.deterraroyalties.com for any updates in relation to arrangements for the AGM.

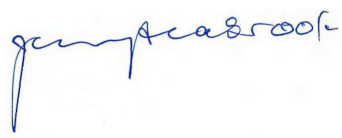
The AGM will be held as a physical meeting at Level 1, 140 St George's Terrace, Perth, Western Australia.

Shareholders who are unable to attend the AGM will be able to view a webcast by visiting https://edge.media-server.com/mmc/p/3a35cd3f. Shareholders will not be able to vote, ask questions or make comments via the webcast.

Shareholders may ask the Chair a question with regards to the business of the AGM in advance of the AGM, by submitting a question in writing to the Company at investor.relations@deterraroyalties.com at least 48 hours before the commencement of the AGM.

Shareholders who choose to lodge a proxy should follow instructions on their personalised proxy form, to be submitted to the Company's share registry by no later than 2.00pm (AWST) on Tuesday, 22 October 2024 online or by post.

Yours sincerely



Jennifer Seabrook
Chair
Deterra Royalties Limited

This document was approved and authorised for release by Deterra's Managing Director.

Bronwyn Kerr
Company Secretary

Investor enquiries

Jason Clifton
Chief Financial Officer
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ACN 641 743 348

NOTICE OF ANNUAL GENERAL MEETING AND EXPLANATORY STATEMENT

TIME: 2:00 pm AWST

DATE: Thursday, 24 October 2024

PLACE: Level 1, 140 St Georges Terrace
Perth, WA 6000
Australia

This Notice of Meeting and Explanatory Statement should be read in its entirety.

If Shareholders are in doubt as to how they should vote, they should seek advice from their accountant, solicitor or other professional adviser without delay.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company on +61 8 6277 8880.

The Company encourages all shareholders who are unable to attend the meeting to lodge a directed proxy form prior to the meeting.

The 2024 Annual Report is available online at www.deterraroyalties.com

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TIME AND PLACE OF MEETING AND HOW TO VOTE

Deterra Royalties Limited (ASX:DRR) (**Deterra** or the **Company**) advises that its 2024 Annual General Meeting will be held as a physical meeting at 2:00 pm AWST on Thursday, 24 October 2024 at:

Level 1, 140 St Georges Terrace

Perth, WA 6000

Australia

Shareholders who are unable to attend the Meeting will be able to view a webcast by visiting https://edge.media-server.com/mmc/p/3a35cd3f. Shareholders will not be able to vote, ask questions or make comments via the webcast.

Shareholders are encouraged to monitor the Company's website at www.deterraroyalties.com and the Company's announcements platform on the ASX at www.asx.com.au for any updates in relation to arrangements for the Annual General Meeting.

YOUR VOTE IS IMPORTANT

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

VOTING IN PERSON

To vote in person, attend the Meeting on the date and at the place set out above. If you wish to attend the Meeting in person, please arrive 20 minutes prior to the start of the Meeting to facilitate the registration process.

VOTING BY PROXY

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form (i.e. **2:00 pm AWST on Tuesday, 22 October 2024**).

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

- each Shareholder has a right to appoint a proxy;
- the proxy need not be a Shareholder of the Company; and
- a Shareholder who is entitled to cast two (2) or more votes may appoint two (2) proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the Shareholder appoints two (2) proxies and the appointment does not specify the proportion or number of the Shareholder's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Shareholders and their proxies should be aware that:

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

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POWER OF ATTORNEY

If the Proxy Form is signed under a power of attorney on behalf of a Shareholder, then the attorney must make sure that either the original power of attorney or a certified copy is sent with the Proxy Form, unless the power of attorney has already been provided to Computershare Investor Services Pty Ltd.

INTERMEDIARY ONLINE

Participating intermediaries can lodge their proxy appointments online through http://www.intermediaryonline.com.

CORPORATE REPRESENTATIVES

If a representative of a corporate Shareholder or a corporate proxy will be attending the Meeting via the online meeting platform, the representative should provide to Computershare Investor Services Pty Ltd adequate evidence of their appointment, unless this has previously been provided to Computershare Investor Services Pty Ltd. An appointment of corporate representative form may be obtained from Computershare Investor Services Pty Ltd by calling (+61 3) 9415 4000 or online at

https://www-au.computershare.com/Investor/help/PrintableForms.

ENTITLEMENT TO ATTEND AND VOTE

In accordance with the Constitution and the *Corporations Regulations 2001* (Cth), the Company may specify a time, not more than 48 hours before the Meeting, at which a "snap-shot" of Shareholders will be taken for the purposes of determining Shareholder entitlements to vote at the Meeting.

The Directors have determined, in accordance with Regulation 7.11.37 of the *Corporations Regulations* 2001 (Cth) and ASX Settlement Operating Rule 5.6.1, that the persons eligible to vote at the Annual General Meeting are those who are registered Shareholders at 7:00 pm (Sydney time) on Tuesday, 22 October 2024.

SUBMITTING QUESTIONS

If you wish to ask the Chair a question with regards to the business of the Meeting in advance of the Meeting, please submit your question in writing to the Company at investor.relations@deterraroyalties.com at least 48 hours before the commencement of the Meeting.

Shareholders who attend the Meeting will also have the opportunity to ask 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.

Shareholders who watch the Meeting by viewing the webcast will not be able to vote, ask questions or make comments via the webcast.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on +61 8 6277 8880.

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BUSINESS OF THE MEETING

AGENDA

Terms and abbreviations used in this Notice of Meeting are defined in the Glossary, unless otherwise defined elsewhere in the body of this Notice of Meeting.

1. FINANCIAL STATEMENTS AND REPORTS

To receive and consider the annual financial report of the Company for the financial period ended 30 June 2024 together with the declaration of the directors, the directors' report, the Remuneration Report and the auditor's report.

There is no vote on this item of business.

2. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

To consider and, if thought fit, to pass the following resolution as an **advisory resolution**:

"That, for the purpose of Section 250R(2) of the Corporations Act and for all other purposes, approval is given for the adoption of the Remuneration Report as contained in the Company's annual financial report for the financial period ended 30 June 2024."

Note: the vote on this Resolution is advisory only and does not bind the Directors or the Company.

Voting Prohibition Statement:

A vote on this Resolution must not be cast (in any capacity) by or on behalf of either of the following persons:

(a) a member of the Key Management Personnel, details of whose remuneration are included in the Remuneration Report; or

(b) a Closely Related Party of such a member.

However, a person (the **voter**) described above may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a person described above and either:

(a) the voter is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or

(b) the voter is the Chair and the appointment of the Chair as proxy:

  (i) does not specify the way the proxy is to vote on this Resolution; and

  (ii) expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

3. RESOLUTION 2 – RE-ELECTION OF DIRECTOR – JENNIFER SEABROOK

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

"That, for the purpose of clause 8.1 of the Constitution, ASX Listing Rule 14.4 and for all other purposes, Jennifer Seabrook, a Director who has elected to retire and stand for re-election, and being eligible, is re-elected as a Director."

4. RESOLUTION 3 – RE-ELECTION OF DIRECTOR – ADELE STRATTON

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

"That, for the purpose of clause 8.1 of the Constitution, ASX Listing Rule 14.4 and for all other purposes, Adele Stratton, a Director who has elected to retire and stand for re-election, and being eligible, is re-elected as a Director."

5. RESOLUTION 4 – GRANT OF SECURITIES TO MANAGING DIRECTOR AND CHIEF EXECUTIVE OFFICER

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

> *"That approval be given, for the purposes of ASX Listing Rule 10.14 and for all other purposes, for the grant of FY25 deferred short term incentive share rights (**STI Rights**) and FY25 long term incentive performance rights (**LTI Rights**) to the Managing Director and Chief Executive Officer, Mr Julian Andrews, under the Company's Equity Incentive Plan (including the issue or transfer of Shares on the vesting and exercise of those STI Rights and LTI Rights), on the terms detailed in the Explanatory Statement accompanying this Notice of Meeting."*

Voting Exclusion Statement:

The Company will disregard any votes cast in favour of this Resolution by or on behalf of:

- any person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Equity Incentive Plan (including Mr Julian Andrews); or
- an associate of that or those persons.

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

- a person as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with directions given to the proxy or attorney to vote on the resolution in that way; or
- the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the Chair to vote on the resolution as the Chair decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
    - 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
    - the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition Statement:

A member of the Key Management Personnel for the Company or their Closely Related Party, appointed as a proxy, must not vote on this Resolution, on the basis of that appointment, if the appointment does not specify the way the proxy is to vote on this Resolution.

However, this does not apply if the proxy is the Chair of the Meeting and the appointment expressly authorises the Chair of the Meeting to exercise the proxy even if the resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel for the Company.

DATED 20 SEPTEMBER 2024

BY ORDER OF THE BOARD

BRONWYN KERR
COMPANY SECRETARY

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EXPLANATORY STATEMENT

The purpose of this Explanatory Statement is to provide Shareholders with information known to the Company which is material to a decision on how to vote on the Resolutions.

This Explanatory Statement should be read in conjunction with the Notice of Meeting. Capitalised terms in this Explanatory Statement are defined in the Glossary (or elsewhere in the body of this Noticeof Meeting).

1. FINANCIAL STATEMENTS AND REPORTS

In accordance with the Corporations Act and the Company's Constitution, the business of the Meeting will include receipt and consideration of the annual financial report of the Company for the financial period ended 30 June 2024 together with the declaration of the directors, the directors' report, the Remuneration Report and the auditor's report (**Annual Financial Statements**).

The Company's 2024 Annual Report to Shareholders, which includes the annual financial report, is available on its website at www.deterraroyalties.com.

There is no requirement for Shareholders to approve the Annual Financial Statements.

The Company's auditor, PricewaterhouseCoopers, will be present at the Annual General Meeting and Shareholders will have the opportunity to ask the auditor questions in relation to the conduct of the audit, the auditor's report, the Company's accounting policies, and the independence of the auditor.

In addition to taking questions at the Meeting, written questions to the Company's auditor about:

* the preparation and content of the auditor's report;
* the conduct of the audit;
* accounting policies adopted by the Company in relation to the preparation of the Annual Financial Statements; and
* the independence of the auditor in relation to the conduct of the audit,

may be submitted no later than 5 business days before the Meeting date to the registered office of Deterra Royalties Limited at Level 16, 140 St Georges Terrace, Perth WA 6000, or by email to investor.relations@deterraroyalties.com.

2. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

2.1 General

The Corporations Act requires that at a listed company's annual general meeting, a resolution that the remuneration report be adopted must be put to the shareholders. However, such a resolution is advisory only and does not bind the company or the directors of the company. Nevertheless, the Company will take the outcome of the vote and discussion at the Annual General Meeting into account in setting remuneration policy for future years.

The Company's Remuneration Report on pages 40 to 56 of the Company's 2024 Annual Report sets out the Company's remuneration arrangements for the Directors and Key Management Personnel (**KMP**) of the Company for the financial period ended 30 June 2024.

In summary, the remuneration for executives in respect of the financial year ended 30 June 2024 included fixed remuneration, a scorecard based short-term incentive (**STI**), a long-term incentive (**LTI**) plan (performance based and subject to a three year performance period), and a one-off Initial Equity Grant of Performance Rights (to the Chief Financial Officer in respect of his appointment in FY24).

For the financial year ended 30 June 2024, actual remuneration awarded to KMP comprised

- fixed pay;
- a scorecard based STI:

- for Julian Andrews, Managing Director & Chief Executive Officer, at 75% of the maximum;
- for Brendan Ryan, Head of Corporate Development, at 75% of the maximum; and
- for Jason Clifton, Chief Financial Officer, at 70% of the maximum (prorate from his appointment).

The basis for the assessments detailed above are detailed in the Remuneration Report. In line with the STI conditions, one-third of the award was paid in cash after the end of the STI performance period (ie after 30 June 2024) with the remainder delivered as share rights deferred for up to two years.

- a performance based LTI for 2022 awarded at 50% of the maximum (based on the three year performance assessment of the metrics which is detailed in the Remuneration Report).

A one-off incentive (Initial Equity Grant) of Performance Rights was also granted to the Chief Financial Officer in respect of his appointment in FY24. The award is 20% of the Chief Financial Officer's total fixed remuneration, to be vested in two tranches in December 2024 and 2025 respectively. Each tranche of Performance Rights are subject to two equally weighted performance conditions (the same as the LTI award).

During the financial year ended 30 June 2024 (but in relation to the awards for prior years):

- 38% of the 2021 LTI Performance Rights (ie 72,507 Performance Rights) held by the Managing Director and Chief Executive Officer vested and were exercised into shares in August 2023, and the remaining 62% lapsed.
- 38% of the 2021 LTI Performance Rights (ie 36,913 Performance Rights) held by the Head of Corporate Development vested and were exercised into shares, and the remaining 62% lapsed.
- 100% of the one-off 2022 Management Alignment Rights (ie 32,131 Management Alignment Rights) held by the Head of Corporate Development vested in September 2023.

Further details in relation to the Remuneration Report (including details regarding the vesting of the incentives above) are set out in the Company's 2024 Annual Report to Shareholders which is available on its website at www.deterraroyalties.com.

The Chair of the meeting will allow a reasonable opportunity for Shareholders to ask questions about or make comments on the Remuneration Report at the Meeting. If you wish to ask the Chair a question with regards to the business of the Meeting in advance of the Meeting, please submit your question in writing to the Company at investor.relations@deterraroyalties.com at least 48 hours before the commencement of the Meeting. Shareholders who watch the Meeting by viewing the webcast will not be able to vote, ask questions or make comments via the webcast.

2.2 Recommendation of the Directors

The Directors recommend that Shareholders vote in favour of Resolution 1. The Chair of the Meeting intends to vote undirected proxies in favour of the Resolution.

3. RESOLUTIONS 2 and 3 – RE-ELECTION OF DIRECTORS

3.1 General

Rule 8.1 of Deterra's constitution and Listing Rule 14.4 require that a director must retire from office at the third annual general meeting after the director was elected or last re-elected (other than the Managing Director).

In accordance with the constitution and the Listing Rules:

- Jennifer Seabrook (who was last elected to office at the 2021 annual general meeting); and
- Adele Stratton (who was last elected to office at the 2021 annual general meeting) has elected to retire by rotation and, being eligible,

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have elected to each retire by rotation and, being eligible, offer themselves for re-election.

A copy of Deterra's constitution is available on the Deterra website at https://www.deterraroyalties.com/wp-content/uploads/2021/06/Deterra-Constitution-Final-form-14-Aug-2020.pdf.

3.2 Resolution 2 – Ms Jennifer Seabrook

Ms Seabrook was first appointed as a Non-Executive Director of the Company on 15 June 2020.

Ms Seabrook brings over 30 years of corporate experience across capital markets, mergers and acquisitions and accounting advisory roles and several Non-Executive directorships for listed, unlisted and federal and state government corporations.

Ms Seabrook is currently the Chair of the BGC Australia Group of Companies and a Non-Executive Director of HBF Health Limited. Her previous directorships at listed and unlisted companies include Iluka Resources (where she was a Non-Executive Director from 2008 until her retirement from the Board in April 2020), IRESS Limited, MMG Limited, West Australian Newspapers Holdings Limited and Bank of Western Australia Limited.

Ms Seabrook has been a director of government organisations including Export Finance & Investment Corporation, Western Power Corporation, Australian Postal Corporation and Western Australian Treasury Corporation.

Ms Seabrook was a member of ASIC's External Advisory Group from 2010 to 2013 and the Takeovers Panel from 2000 to 2012. She has also been a member of the Corporations Law Simplification Task Force and the WA Pearling Industry Advisory Panel.

Ms Seabrook holds a Bachelor of Commerce from the University of Western Australia, is a Fellow of the Institute of Chartered Accountants, and a Fellow of the Australian Institute of Company Directors. Ms Seabrook is a member of Chief Executive Women.

The Directors (excluding Ms Seabrook) recommend that shareholders vote in favour of Resolution 2. The Chair of the Meeting intends to vote undirected proxies in favour of the Resolution.

3.3 Resolution 3 – Ms Adele Stratton

Ms Stratton was first appointed as a Non-Executive Director of the Company on 15 June 2020.

Ms Stratton brings finance, operations and commercial experience to Deterra. Ms Stratton was nominated by substantial shareholder, Iluka Resources Limited and is currently the Chief Financial Officer and Head of Development at Iluka. She has over 20 years' experience working in both professional practice and public listed companies.

Ms Stratton commenced her career with KPMG, spending seven years in the assurance practice both in the UK, where she qualified as a chartered accountant and Australia. Prior to joining Iluka, she worked in a number of finance roles at Rio Tinto Iron Ore in Perth.

Ms Stratton holds a Bachelor of Accounting from the University of Liverpool and is a Fellow of the Institute of Chartered Accountants.

The Directors (excluding Ms Stratton) recommend that shareholders vote in favour of Resolution 3. The Chair of the Meeting intends to vote undirected proxies in favour of the Resolution.

4. RESOLUTION 4 – GRANT OF SECURITIES TO MANAGING DIRECTOR AND CHIEF EXECUTIVE OFFICER

4.1 Background

During FY24, the Board undertook a review of its executive remuneration framework in the context of its strategy, market expectations and growth objectives.

In reviewing the structure, the Board recognised that as the Company executes on its growth strategy and diversifies its portfolio, both in terms of asset and commodity exposure, its management incentive performance metrics will need to evolve to align with that strategy.

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The current long-term incentive (**LTI)** structure has two equally weighted performance metrics: relative share performance against iron ore pricing; and relative total shareholder returns (**TSR**) against the ASX200 Resources Accumulation Index, both assessed over a three year period. This tests outperformance against a key value driver for the Company at the time the LTI was implemented, namely iron ore pricing, and against the closest peers the Company has on ASX, namely the broader resource sector.

Whilst these metrics were appropriate when the Company was looking to establish itself as a new business model in the resources sector on ASX with a single iron ore related asset providing the great majority of its earnings, the Board recognises that there is an opportunity to better align the LTI performance metrics with the Company's growth strategy of diversification and market positioning as a maturing royalty investment company. Accordingly, it is recommending the following adjustments to the LTI performance metrics:

1. the weighting of the share price performance relative to iron ore price performance metric be reduced from 50 per cent to 33.3 per cent. This is to promote better alignment with the Company's strategy of diversifying its portfolio of royalties and increasing its exposure to other bulk, base and battery commodities, whilst recognising that the Mining Area C royalty and hence iron ore pricing will continue to be an important factor in Company performance for the foreseeable future, and creates room in the weighting for greater emphasis on comparable investible equities; and

2. the weighting of performance TSR relative to peers be increased to 66.7 per cent, and that this test be split into two equally weighted components of:

   (a) the existing ASX200 Resources Accumulation Index (i.e. 33.3 per cent); and

   (b) a peer group of international listed royalty and streaming companies (i.e. 33.3 per cent).

   This is to promote alignment with both the Australian listed resource market and royalty peers and incentivise outperformance against each. It is recognized that the international listed royalty and streaming companies not only share our business model and are with whom we compete, but also share similar operating margins and capital structures, though having a strong precious metals weighting (8 of the 15 companies in the group focus predominantly or exclusively on gold and precious metals). The ASX 200 Resources Accumulation Index is substantially operating mining companies and heavily weighted to iron ore producers.

   It is proposed the royalty peer group include 15 international listed royalty and streaming companies (including the Company) with a market capitalisation greater than US$200 million as at 1 July 2024. Relative performance will be tested against the quintile of the group with no vesting for TSR in the fourth or fifth quintile, 50 per cent vesting for third quintile performance, 75 per cent for second quintile performance and 100 per cent for first quintile performance.

   Further details on the composition of the proposed peer group and operation of the testing thresholds is provided in Schedule 2.

No change to the quantum of the LTI or the three year testing period is proposed.

In summary, the remuneration framework for Mr Andrews for FY25 reflects the following:

- no change to total fixed remuneration (**TFR**);
- no change to the scorecard based short-term incentive (**STI**) structure. One-third of the STI is deliverable in cash and other two-thirds is deliverable in shares (subject to retention periods of one year (one-third) and two years (one-third));
- no change to the quantum of the LTI, with the structure remaining substantially the same, with the exception that an additional performance measure has been added (based on Deterra's relative TSR measured against a peer group of listed international mining royalty companies) as described above and the weighting of each of ASX 200 Resources Accumulation Index and iron ore price performance being reduced to accommodate this additional metric; and
- continuation of the minimum shareholding requirement (**MSR**) policy to provide alignment with

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shareholders. A copy of the MSR policy is available on the Deterra website at https://www.deterraroyalties.com/wp-content/uploads/2022/05/Deterra-Minimum-Shareholding-Policy.pdf

The maximum total remuneration for the Managing Director and Chief Executive Officer for FY25 is set out below:

Remuneration Element	Amount
Total Fixed Remuneration	$900,000
Short-Term Incentive (maximum)	$360,000
Long-Term Incentive (maximum)	$900,000
Total Remuneration (maximum)	$2,160,000

As part of the STI and LTI components of the proposed remuneration for FY25, the Company is proposing to grant STI Rights and LTI Rights to the Managing Director and Chief Executive Officer, Mr Julian Andrews, under the Company's Equity Incentive Plan (the **Issue**) on the basis set out below, subject to Shareholder approval of Resolution 4. The Company is proposing to issue the STI Rights and LTI Rights consistent with the principles and objectives of the Deterra remuneration policy and for the purpose of incentivising Mr Andrews to achieve the relevant performance measures attached to these rights (which are set out in Schedule 1 and Schedule 2).

4.2 Requirement for Shareholder Approval

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 director of the company (Listing Rule 10.14.1);
- an associate of a director of the company (Listing Rule 10.14.2); or
- a person whose relationship 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 Issue falls within Listing Rule 10.14.1 above and therefore requires the approval of the Company's Shareholders under Listing Rule 10.14. The Company may elect to purchase shares on market to satisfy any incentive payment.

Resolution 4 seeks the required shareholder approval of the Issue under and for the purposes of Listing Rule 10.14.

If Resolution 4 is passed, the Company will be able to proceed with the Issue.

If Resolution 4 is not passed, the Company will not be able to proceed with the Issue, and the Company would need to consider alternatives for Mr Andrews' remuneration to incentivise Mr Andrews and align his interest with those of the Shareholders. Alternatives may involve cash arrangements or acquiring shares on market.

4.3 Information required by Listing Rule 10.15

In accordance with Listing Rule 10.15, the Company provides the following information:

- **Name of the person:** Mr Julian Andrews.
- **Which category in Listing Rules 10.14.1 – 10.14.3 the person falls within and why:** Mr Julian Andrews falls within the category in Listing Rule 10.14.1, as he is the Managing Director and Chief Executive Officer of the Company.
- **Number and class of securities that are proposed to be issued to the person under the scheme for which approval is being sought:**
    - For each STI Right that vests and is exercised, the Company will allocate the number of Shares

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determined in accordance with the formula set out in Schedule 1 or settle by a cash payment of equivalent value, subject to the terms of the STI Rights, which are set out below.

- For each LTI Right that vests and is exercised, the Company will allocate the number of Shares determined in accordance with the formula set out in Schedule 2 or settle by a cash payment of equivalent value, subject to the terms of the LTI Rights, which are set out below.

    - **STI Rights:** the number of STI Rights cannot be determined at this time but will be calculated in accordance with the formula set out in Schedule 1; and
    - **LTI Rights:** 219,644 LTI Rights, being 100 per cent of Mr Andrews' TFR ($900,000) divided by the volume-weighted average price (VWAP) of Deterra shares for the 5 trading days following 1 July 2024, inclusive ($4.0975).

- **Details (including the amount) of the director's current total remuneration package:**

Remuneration Element	Amount
Total Fixed Remuneration	$900,000
Short-Term Incentive (maximum)	$360,000
Long-Term Incentive (maximum)	$900,000
Total Remuneration (maximum)	$2,160,000

- **The number of securities that have previously been issued to the person under the scheme and the average acquisition price (if any) paid by the person for those securities:** Mr Andrews has previously been issued 949,935 Performance Rights, 109,405 Share Rights and 41,027 Restricted Shares under the Company's Equity Incentive Plan, as shown in the table below. No amount was paid by Mr Andrews for these securities. Of these securities at 30 August 2024 205,037 Performance Rights, 48,630 Share Rights and 41,027 Restricted Shares have vested, with the balance of 744,898 Performance Rights either lapsed or still to be tested at the conclusion of the relevant performance period and 60,775 Share Rights subject to service conditions.

Share Rights & Performance Rights	End of Performance Period	Rights Granted	Vested
FY24 STI	30/6/26	21,964	N/A
FY24 STI	30/6/25	21,965	N/A
FY24 LTI	30/6/26	196,898	N/A
FY23 STI	30/6/25	16,846	N/A
FY23 STI	30/6/24	16,846	100%
FY23 LTI	30/6/25	198,645	N/A
FY22 STI	30/6/24	15,892	100%
FY22 STI	30/6/23	15,892	100%
FY22 LTI	30/6/24	191,101	50%
FY21 LTI	30/6/23	192,888	38%
Initial Equity Grant	30/6/21	48,222	0%
Initial Equity Grant	30/6/22	48,222	0%
2018 Replacement Award	31/12/21	45,153	50%
2019 Replacement Award	31/12/22	28,806	50%
Restricted Shares			
2019 Replacement Award	31/3/2021	13,675	100%
2019 Replacement Award	31/3/2022	13,676	100%

2019 Replacement Award	31/3/2023	13,676	100%

- **Summary of the material terms of the securities:**
    - A summary of the material terms of the STI Rights proposed to be granted to Mr Andrews is set out in Schedule 1.
    - A summary of the material terms of the LTI Rights proposed to be granted to Mr Andrews is set out in Schedule 2.
- **The date or dates on or by which the entity will issue the securities to the person under the scheme:**
    - The grant of the LTI Rights to Mr Andrews will occur as soon as practicable following the conclusion of the Meeting (assuming Resolution 4 is passed), and in any case, by no later than three months after the date of the Meeting.
    - An offer for the STI Rights to Mr Andrews will be made following the conclusion of the FY25 performance period and finalisation of the FY25 financial results when the STI scorecard has been assessed and Mr Andrews' STI outcome determined. In any case, the grant of any STI Rights for FY25 will be no later than twelve months after the date of the Meeting.
- **The price at which the entity will issue the securities to the person under the scheme:** Nil.
- **The terms of the scheme:** A copy of the Company's Equity Incentive Plan is set out in Attachment A.
- **Loan:** No loan will be made to Mr Andrews in relation to the Issue.
- Details of any STI Rights and LTI Rights issued under the Company's Equity Incentive Plan will be published in the annual report of the Company relating to the 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 Company's Equity Incentive Plan after Resolution 4 is approved and who were not named in the Notice of Meeting will not participate until approval is obtained under that rule.
- **Voting exclusion statement:** A voting exclusion statement is set out on page 5 of this Notice of Meeting.

4.4 ASX Listing Rule 10.11

Listing Rule 10.11 provides that a listed company must not issue or agree to issue equity securities to, among other persons, a "related party" of the Company, without prior shareholder approval. As Managing Director and Chief Executive Officer of the Company, Mr Andrews is a "related party" of the Company pursuant to the ASX Listing Rules definitions. ASX Listing Rule 10.12 (exception 8) provides that a company does not need to obtain prior shareholder approval for an issue or proposed issue of equity securities to a related party if shareholder approval is obtained for the issue or proposed issue under ASX Listing Rule 10.14. Accordingly, the Company is not seeking shareholder approval under ASX Listing Rule 10.11 for the proposed grant of STI Rights or LTI Rights to Mr Andrews.

4.5 Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act regulates the provision of "financial benefits" to "related parties" by a public company.

For the purposes of Chapter 2E of the Corporations Act, Mr Andrews, being the Managing Director, is a "related party" of the Company and the grant of the STI Rights and LTI Rights will constitute the giving of a "financial benefit" to Mr Andrews. Subject to certain exceptions, the Corporations Act prohibits the giving of financial benefits to a related party of the Company unless Shareholder approval is

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obtained.

The Board (other than Mr Andrews because of his interest in Resolution 4) considers that the grant of the STI Rights and LTI Rights to Mr Andrews is an appropriate and reasonable part of his remuneration for the period in which he is the Managing Director and Chief Executive Officer, and that the financial benefit represented by the Issue falls within the "reasonable remuneration" exception in section 211 of the Corporations Act.

For this reason, the Company is not seeking Shareholder approval of Resolution 4 for the purposes of Chapter 2E of the Corporations Act.

4.6 Recommendation of the Directors

The Directors (other than Mr Andrews because of his interest in Resolution 4) recommend that Shareholders vote in favour of Resolution 4. The Chair of the Meeting intends to vote undirected proxies in favour of the Resolution.

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GLOSSARY

$** or **A$	Means Australian dollars unless otherwise specified.
AWST	means Australian Western Standard Time (Perth, Western Australia)
associate	has the meaning given to that term in the ASX Listing Rules or the Corporations Act (as applicable).
ASX	means Australian Securities Exchange or ASX Limited ACN 008 624 691, as the context requires.
ASX Listing Rules or **Listing Rules**	means the official listing rules of the ASX.
Board	means all or some of the Directors acting as the board of Directors of the Company.
Chair	means the chair of the Annual General Meeting.
Closely Related Party of a member of the Key Management Personnel	means: (a) a spouse or child of the member; (b) a child of the member's spouse; (c) a dependent of the member or the member's spouse; (d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity; (e) a company the member controls; or (f) a person prescribed by the *Corporations Regulations 2001* (Cth).
Company	means Deterra Royalties Limited ACN 641 743 348.

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Constitution	means the constitution of the Company.
Corporations Act	means *Corporations Act 2001* (Cth).
Director	means a director of the Company.
Equity Incentive Plan	means the Equity Incentive Plan included in Attachment A, adopted by the Board on 16 October 2020.
equity securities	has the meaning given to that term in the Listing Rules.
Explanatory Statement	means the explanatory statement that accompanies and forms part of this Notice.
FY21	means the financial period 15 June 2020 to 30 June 2021.
FY22	means the financial year ended 30 June 2022.
FY23	means the financial year ended 30 June 2023.
FY24	means the financial year ending 30 June 2024.
FY25	means the financial year ending 30 June 2025.
Key Management Personnel	has the same meaning as in the accounting standards (as defined in the Corporations Act) and broadly includes those persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any director (whether executive or otherwise) of the Company.
LTI Rights	means long term incentive performance rights issued under the Company's Equity Incentive Plan.
Meeting or **Annual General Meeting**	means the annual general meeting convened by this Notice.
Notice or **Notice of Meeting**	means this notice of annual general meeting which incorporates the Explanatory Statement and the Proxy Form.
Proxy Form	means the proxy form that is enclosed with and forms part of this Notice.
Remuneration Report	means the remuneration report set out in the Director's report section of the Company's annual financial report for the period ended 30 June 2023.
Resolution	means a resolution set out in this Notice.
Share	means a fully paid ordinary share in the issued capital of the Company.
Shareholder	means a registered holder of a Share in the Company.

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STI Rights	means deferred short term incentive share rights issued under the Company's Equity Incentive Plan.
VWAP	means volume weighted average price.

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SCHEDULE 1

SUMMARY OF THE MATERIAL TERMS OF THE STI RIGHTS

Summary of the material terms of the STI Rights

<table>
<tr><th>Feature</th><th>Approach</th></tr>
<tr><td>Total Fixed Remuneration</td><td>The MD & CEO's Total Fixed Remuneration (TFR) is $900,000.</td></tr>
<tr><td>Maximum STI opportunity</td><td>The maximum STI opportunity is 40% of the MD & CEO's TFR, i.e.:

Maximum STI opportunity = $900,000 x 40% = $360,000.</td></tr>
<tr><td>Maximum entitlement to Share Rights under STI offer</td><td>The actual number of Share Rights granted will be 2/3 of the value of the STI awarded divided by the 5-day VWAP following 1 July 2024, inclusive. The maximum number of Share Rights that may be granted is determined by the following formula:

A = (B x C x 2/3) ÷ D

Where:

A refers to the maximum number of Share Rights that can be granted
B refers to TFR
C refers to maximum STI opportunity which is 40%.
D refers to the volume-weighted average price (VWAP) of Deterra shares for the 5 trading days following 1 July 2025.

Examples:

The following examples demonstrate the maximum number of Share Rights that could be granted assuming:
• a VWAP of $4.0975 (ie based on the VWAP of Deterra shares for the 5 trading days following 1 July 2024, inclusive) (Assumed VWAP);
• a VWAP of $2.0488 (being a 50% reduction in the Assumed VWAP); and
• a VWAP of $6.1463 (being a 50% increase in the Assumed VWAP).

<table>
<tr><th>B
TFR</th><th>C
Max STI opportunity</th><th>2/3
Share Right component</th><th>D
VWAP</th><th>A
Max number of Share Rights</th></tr>
<tr><td>$900,000</td><td>40%</td><td>0.6667</td><td>$4.0975</td><td>87,857</td></tr>
<tr><td>$900,000</td><td>40%</td><td>0.6667</td><td>$2.0488</td><td>175,716</td></tr>
<tr><td>$900,000</td><td>40%</td><td>0.6667</td><td>$6.1463</td><td>58,572</td></tr>
</table>
</td></tr>
<tr><td>Performance period</td><td>1 July 2024 to 30 June 2025</td></tr>
</table>

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Performance measures	Annual Executive KMP performance is set and assessed through a balanced scorecard which includes a range of key measures that directly affect shareholder value. Each scorecard measure is weighted according to its importance, measurable and is assessed quantitatively and qualitatively. At the start of each year, the Board determines the performance requirements and planned and maximum levels of performance that form the STI scorecard. The levels of performance set by the Board are challenging and are determined by the extent to which the objectives of each scorecard are achieved. Achievement of planned levels of performance delivers the award of 50% of maximum opportunity for the relevant scorecard category. Awards from 50% to 100% of opportunity are on a linear basis consistent with the level of performance attained. **Meets Expectations** performance: represents the achievement of annual plans. Such performance results in the payment of 50% of the maximum STI opportunity. **Exceeds Expectations** performance: represents the delivery of exceptional outcomes that are above expectations. Such performance results in the award of more than 50% of the maximum STI opportunity up to a possible 100% depending on the level of achievement. Further details can be found in the following table outlining the scorecard.
Vesting conditions	The STI Rights that are granted will vest according to the following schedule: • in respect of 50% of the STI Rights, 1 July 2026; and • in respect of the remaining 50% of the STI Rights, 1 July 2027.
Date of grant of STI Rights	Subject to shareholder approval, the STI Rights will be granted to Mr Andrews soon after the conclusion of the performance period but in any event will not be later than 3 months after that date.
Exercise period	Where the STI Rights vest, they may be exercised at any time up to a date 8 years following the date of grant. Any unexercised Share Rights will lapse following this date, subject to any earlier lapse occurring pursuant to the rules of the Equity Incentive Plan.
Price payable on grant or vesting	No amount will be payable in respect of the grant or upon vesting of the STI Rights.
Treatment of dividendsand voting rights	STI Rights do not have voting or dividend rights. For STI Rights that vest, additional shares may be allocated, or a cash payment will be made, equal in value to the amountof dividends paid (not grossed up for franking credits) on the underlying shares during the period from grant of the STI Rights to exercise on a reinvested basis, calculated in accordance with the following formula: $entitlement \stackrel{\text{def}}{=} E = (1 + div_1 / Pdiv_1) \times (1 + div_2 / Pdiv_2) \times \ldots \times (1 + div_n / Pdiv_n)$ where: – $\boldsymbol{E}$ is the entitlement conversion factor; – $\boldsymbol{div_1, div_2, div_n}$ are the dividends paid on a Share in the Company over the period from the date of grant to the date of exercise (with $_n$ being thetotal number of dividends paid over that period); – $\boldsymbol{Pdiv_1, Pdiv_2, Pdiv_n}$ are the end-of-day prices on the date that the dividends are paid (ie immediate reinvestment of dividends on the distribution date). No dividends accrue in respect of any STI Rights that lapse. The maximum number of Shares or equivalent cash payment that an Eligible Employee will receive upon exercise of STI Rights will be the number of vested STI Rights multiplied by $\boldsymbol{E}$, with the result rounded up to the nearest whole number, or cash payment of equivalent value to those additional Shares that would otherwise be issued in respect of the period to exercise (calculated in accordance with Rule 2.4(b) of the Equity Incentive Plan Rules).
Malus	The Deterra board may apply malus to incentives that have yet to vest where: • the executive acts fraudulently or dishonestly; or • there is material misstatement or omission in the accounts of Deterra; or • the award has resulted in an inappropriate benefit being awarded.
Restriction on hedging	Hedging of entitlements by executives is not permitted
Board discretion	The Board has discretion to vary STI outcomes having regard for the circumstances at the time (including in the event the

	STI outcome would result in an inappropriate outcome).
Treatment on termination	The share rights are granted on the basis that they remain on foot on cessation of employment with the Board having the discretion to forfeit some, none or all of the STI Rights having regard for the facts and circumstances in which the executive's employment ceases.
Change of control	Vesting is subject to board discretion, taking into account performance to the date of change in control.
Other terms	The STI Rights: • are not transferrable (and, consequently, will not be quoted on ASX or any other exchange); • do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise; • do not confer any right to participate in the surplus profit or assets of the Company upon a winding up; and • do not confer any right to participate in new issues of securities such as bonus issues or entitlement issues.

STI Rights Scorecard for FY25

Scorecard Category	Weighting
Strategic initiatives • Competitive positioning • Organisational structure • Shareholder communication and composition	50%
Shareholder returns • Growth in cashflow per share • Growth in NAV/share (consensus) • Growth in NAV/share in absolute and relative terms compared to peers (consensus)	20%
People, Culture & Capability • Values • Culture • Risk management • Development • Capability	20%
Environmental, Social & Governance • Ratings • Partnerships • Incorporation in decisions	10%

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SCHEDULE 2

SUMMARY OF THE MATERIAL TERMS OF THE LTI RIGHTS

Summary of the material terms of the LTI Rights

<table>
<tr><th>Feature</th><th>Approach</th></tr>
<tr><td>Total Fixed Remuneration</td><td>The MD & CEO's Total Fixed Remuneration (TFR) is $900,000.</td></tr>
<tr><td>Maximum LTI opportunity</td><td>The maximum opportunity is 100% of TFR, i.e.:

Maximum LTI opportunity = $900,000 x 100% = $900,000.</td></tr>
<tr><td>Maximum entitlement under LTI Plan offer</td><td>The maximum number of Performance Rights that may be granted is determined by the following formula:

A = (B x C) ÷ D

Where:

A refers to the number of performance rights to be awarded
B refers to TFR
C refers to maximum LTI opportunity which is 100%
D refers to the volume-weighted average price (VWAP) of Deterra shares for the 5 trading days following 1 July 2024, inclusive.</td></tr>
<tr><td>Performance period</td><td>3 years from 1 July 2024 to 30 June 2027</td></tr>
<tr><td>Performance measures</td><td>There are three equally weighted market-based performance conditions based on: 1) relative share price growth performance (Share Price Growth); 2) relative ASX 200 Resources Accumulation Index TSR (ASX Resources TSR); and 3) relative royalty company peer group TSR (Royalty TSR). Each of these performance measures carry a weighting of 1/3.

1. The Share Price Growth performance condition of the LTI opportunity is based on the Company's compound annual share price growth compared to the Australian dollar equivalent Platts 62% Iron Ore CFR China Index.

2. The ASX Resources TSR tranche of the LTI opportunity requires the TSR of the Company to be measured against the TSR performance of the ASX 200 Resources Accumulation Index over the performance period to determine the level of vesting.

3. The Royalty TSR tranche of the LTI opportunity requires the TSR of the Company to be measured against the Australian dollar equivalent TSR performance of a peer group of 15 listed international mining royalty companies over the performance period to determine the level of vesting (Royalty Peer Group). The entities included in the Royalty Peer Group are summarised below.

For the purpose of calculating Share Price Growth, ASX Resources TSR and Royalty TSR, the following opening and closing pricing measures will be used:

• Opening price will be based on the 30-trading day VWAP/index price ending on the first day of the Performance Period.

• Closing price will be based on the 30-trading day VWAP/index price up to and including the final day of the Performance Period.

The vesting scale that will apply to the Performance Rights in respect of the Share Price Growth tranche, ASX Resources TSR tranche and the Royalty TSR tranche are shown in the tables below.

Share Price Growth:

<table>
<tr><th>Performance Level</th><th>Share Price Growth</th><th>Percentage vesting</th></tr>
<tr><td>Less than threshold</td><td><2% above iron ore price index</td><td>0%</td></tr>
<tr><td>Threshold</td><td>Equal to 2% above iron ore price index</td><td>50%</td></tr>
<tr><td>Above threshold but below maximum</td><td>More than 2% above iron ore price indexbut less than 6% above iron ore price index</td><td>Linear vesting between 50% and 100%</td></tr>
<tr><td>Maximum</td><td>6% and above iron ore price index</td><td>100%</td></tr>
</table>
</td></tr>
</table>

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ASX Resources TSR

Performance Level	1) ASX Resources TSR	Percentage vesting
Less than threshold	Below index performance	0%
Threshold	Equal to index performance	50%
Above threshold but below maximum	Above index performancebut less than 6% above index	Linear vesting between 50% and 100%
Maximum	6% or more above index	100%

Royalty TSR

Royalty TSR Vesting Scale				
Relative Royalty TSR performance	At or less than the 40th percentile	Above the 40th percentile and at or less than 60th percentile	Above the 60th percentile and at or less than 80th percentile	Above the 80th percentile
Percentage vesting	0%	50%	75%	100%

Royalty Peer Group

For the purposes of the Royalty TSR, the Royalty Peer Group will comprise the following listed mining royalty companies:

- Altius Minerals Corporation (TSX: ALS)
- Franco Nevada Corporation (TSX: FNV)
- Ecora Resources Plc (LSE: ECOR)
- Gold Royalty Corp (NYSE: GROY)
- Labrador Iron Ore Royalty Company (TSX: LIF)
- Lithium Royalty Corp (TSX: LIRC)
- Mesabi Trust (NYSE: MSB)
- Metalla Royalty & Streaming Ltd (TSXV: MTE)
- Osisko Gold Royalties Ltd (TSX: OR)
- Royal Gold Inc (Nasdaq GS: RGLD)
- Sandstorm Gold Ltd (TSX: SSL)
- Triple Flag Precious Metals Corp (TSX: TFPM)
- Uranium Royalty Corp (TSX: URC)
- Wheaton Precious Metals Corp (NYSE: WPM)

The Board has discretion to adjust / normalise the TSR performance of the Royalty Peer Group, or vary the members of the peer group, from time to time as considered appropriate (provided Mr Andrews is not materially prejudiced or advantaged), including in circumstances where there is an insolvency event or one or more of the companies in the group cease to be listed on a securities exchange (for example, as a result of a takeover or merger).

Date of grant

Subject to shareholder approval, the Performance Rights will be granted to Mr Andrews soon after the Annual General Meeting but in any event no later than 3 months after the date of this meeting

Price payable on grant or vesting

No amount will be payable on the grant or vesting of the Performance Rights.

Exercise Period

Where the Performance Rights vest, they may be exercised at any time up to a date 8 years following the date of grant. Any unexercised performance rights will lapse following this date, subject to any earlier lapse occurring pursuant to the rules of the Equity Incentive Plan.

Treatment of dividendsand voting rights

Performance Rights do not have voting rights or dividend rights.

For Performance Rights that vest, additional shares may be allocated, or a cash payment will be made, equal in value to the amount of dividends (not grossed up for franking credits) paid on the underlying shares during the period from grant of the Performance Rights to exercise on a reinvested basis,
calculated in accordance with the following formula:

$$entitlement \stackrel{\text{def}}{=} E = (1 + div_1 / Pdiv_1) \times (1 + div_2 / Pdiv_2) \times \ldots \times (1 + div_n / Pdiv_n)$$

where:

- $\boldsymbol{E}$ is the entitlement conversion factor;
- $\boldsymbol{div_1, div_2, div_n}$ are the dividends paid on a Share in the Company over the period from the date of grant to the date of exercise (with $_n$ being the total number of dividends paid over that period);

	– $\boldsymbol{Pdiv_1, Pdiv_2, Pdiv_n}$ are the end-of-day prices on the date that the dividends are paid (ie immediate reinvestment of dividends on the distribution date). No dividends accrue in respect of the LTI Rights that lapse. The maximum number of Shares or equivalent cash payment that an Eligible Employee will receive upon exercise of LTI Rights will be the number of vested LTI Rights multiplied by ***E***, with the result rounded up to the nearest whole number, or cash payment of equivalent value to those additional Shares that would otherwise be issued in respect of the period to exercise (calculated in accordance with Rule 2.4(b) of the Equity Incentive Plan Rules).
Malus	The Deterra board may apply malus to incentives that have yet to vest where: • the executive acts fraudulently or dishonestly; or • there is material misstatement or omission in the accounts of Deterra; or • the award has resulted in an inappropriate benefit being awarded.
Restriction on hedging	Hedging of entitlements by executives is not permitted
Board discretion	The Board, in its discretion, may vary the level of vesting of LTI Rights in the event the vesting would otherwise result inan inappropriate outcome.
Cessation of employment	The Performance Rights are granted on the basis that they remain on foot on cessation of employment with the Board having the discretion to forfeit some, none or all of the Performance Rights having regard for the facts and circumstances in which the executive's employment ceases.
Change of control	Vesting is subject to board discretion, taking into account performance to the date of change in control.
Other terms	The LTI Rights: • are not transferrable (and, consequently, will not be quoted on ASX or any other exchange); • do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise; • do not confer any right to participate in the surplus profit or assets of the Company upon a winding up; and • do not confer any right to participate in new issues of securities such as bonus issues or entitlement issues.

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ATTACHMENT A

EQUITY INCENTIVE PLAN

Equity Incentive Plan Rules

Deterra Royalties Limited

ACN 641 743 348

Adopted by the Board on 16 October 2020

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INTRODUCTION

The purpose of the Equity Incentive Plan (**Plan**) is to allow the Board to make Offers of Incentives to Eligible Employees.

These Rules outline the terms and conditions upon which Offers will be made, including:

- the process for making and accepting Offers (**Part A**);
- the type of instruments that may be offered as incentives (being Rights, Options, Restricted Shares and Units) (**Part B**); and
- the general terms and conditions that apply to Incentives (**Part C**).

Capitalised terms are defined in Part D of these Rules.

PART A

1 Offers of Incentives

1.1 Board to make invitations

(a) The Board may, from time to time, in its absolute discretion invite Eligible Employees to participate in a grant of Incentives, which may comprise any one or more of:

- Rights;
- Options;
- Restricted Shares; and
- Units,

being an **Offer**.

(b) Offers will be made on the terms set out in these Rules and/or on any additional or alternative terms as the Board determines, as specified in the terms of an Offer.

1.2 Information to be provided to Participants

Without limiting the Board's discretion, each Eligible Employee should be advised of the following information in connection with an Offer:

(a) the type and number of Incentives being offered, or the method by which the number will be calculated;

(b) the amount (if any) that will be payable for the grant of Incentives;

(c) any Vesting Conditions or other conditions that apply, including any Vesting Period;

(d) the terms of exercise for an Option or a Right (where exercisable), including the period(s) during which exercise is permitted;

(e) that Rights or Options will only be settled through an allocation of Shares or by making a cash payment (as applicable) where the Board has made a determination pursuant to rules 2.2(g) or 3.2(g) at the time of the Offer;

(f) the circumstances in which Rights, Options and/or Units may lapse, Shares (including Restricted Shares) allocated under the Plan may be forfeited or a Participant's entitlement to Incentives may be reduced;

(g) how Incentives may be treated if the Eligible Employee ceases employment with a Group company;

(h) any restrictions (including the period of restriction) on Dealing in relation to a Restricted Share or Share allocated under the Plan; and

(i) that all or part of an Offer is made as a salary sacrifice offer under rule 4.2 or as a tax-exempt offer under rule 4.3 of these Rules.

1.3 Acceptance of Offer

(a) Acceptance of an Offer must be made by the Eligible Employee in accordance with the instructions that accompany the Offer, or in any other way the Board determines.

(b) The Board may, at its discretion, refuse to allow the participation of an Eligible Employee where that Eligible Employee ceases to be an Eligible Employee, or ceases to satisfy any other conditions imposed by the Board, before the grant is made.

(c) Nothing limits the Board's ability to treat the conduct of an Eligible Employee in respect of an Offer (including the failure of an Eligible Employee to lodge an election not to participate within the time specified in the instructions accompanying the Offer) as valid acceptance of that Offer under these Rules.

1.4 Offer terms and conditions take precedence

To the extent of any inconsistency, the terms and conditions advised to an Eligible Employee in an Offer will prevail over any other provision of these Rules.

PART B

2 Rights

2.1 Grant

(a) Where an Eligible Employee has accepted an Offer to participate in a grant of Rights in accordance with rule 1.3(a), the Board will, subject to its discretion under rule 1.3(b), grant Rights to the Eligible Employee.

(b) Unless the Board determines otherwise:

(1) no payment is required for the grant of a Right;

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(2) Rights may not be registered in any name other than that of the Eligible Employee; and

(3) subdivision 83A-C of the Tax Act applies to the Rights (subject to the requirements of the Tax Act).

2.2 Vesting

(a) Subject to any express rule to the contrary, a Right will only Vest (and if applicable, become exercisable) where each Vesting Condition, and all other relevant conditions advised to the Participant by the Board pursuant to rule 1.2, have been satisfied or otherwise waived by the Board.

(b) Where the Board notifies a Participant that a Right is exercisable, the exercise of the Right will be effected in the form and manner determined by the Board and notified to the Participant.

(c) If the Vesting of a Right would arise in a period where Dealings by a Participant would be prohibited or the Board determines that the Vesting of a Right would otherwise be inappropriate in the circumstances, the Board may determine that Vesting will be delayed until such time as Dealings are permitted or appropriate. For the avoidance of doubt, the Board may determine that Vesting will be delayed only in relation to the affected Participant or in relation to some or all Participants (irrespective of whether they are subject to the Dealing restriction).

(d) Subject to rule 2.2(e), the Vesting of a Right (and, if applicable, exercise) will be satisfied by the Company allocating Shares to the Participant pursuant to rule 2.3.

(e) The Board may determine that the Vesting (and, if applicable, exercise) of a Right will be satisfied by the Company making a cash payment in lieu of an allocation of Shares pursuant to rule 2.4. For the avoidance of doubt, the Board may determine that some or all of a Participant's Rights will be settled in this way.

(f) The Participant has no entitlement to receive a Share under rule 2.2(d) or a cash payment under rule 2.2(e) until the Rights have Vested, and if applicable, been exercised.

(g) The Board may exercise its discretion to determine whether Rights that Vest will be satisfied by an allocation of Shares or by making a cash payment at any time prior to Vesting or exercise (if applicable), including, for the avoidance of doubt, at the time an Offer is made.

(h) Vesting occurs upon notification from the Company to the Participant that a Right has Vested pursuant to this rule 2.2.

(i) In the case of a Right that is exercisable, where the Right has not been exercised by the expiry date, it will be automatically exercised on the expiry date.

2.3 Allocation

(a) Subject to rules 2.2(e) and 2.3(b), as soon as practicable following Vesting (and if applicable, exercise) of a Right, the Board must issue to, procure the transfer to, or procure the setting aside for, the Participant the number of Shares in respect of which Rights have Vested or have been exercised (as applicable). No further action is required on the part of the Participant.

(b) In the case of Rights held by or on behalf of a Participant who is a Director, Vested Rights must be satisfied by Shares that have been purchased on market, unless:

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(1) no shareholder approval is required under the Listing Rules in respect of the Director's participation in the Plan; or

(2) shareholders have approved the Director's participation in the Plan to the extent required under the Listing Rules.

2.4 Payment of cash equivalent

(a) Where the Board exercises its discretion under rule 2.2(e) to make a cash payment to a Participant in lieu of an allocation of Shares, the Company must pay to the Participant an amount in Australian dollars (or any other currency determined by the Board in its absolute discretion) equivalent to the value of the Shares underlying the relevant Rights that the Board determines will be settled by a cash payment.

(b) The amount of the cash payment referred to in rule 2.4(a) will be calculated by multiplying the number of Shares underlying the relevant Rights that the Board determines will be settled by a cash payment by the Current Market Price.

(c) If the Board determines that the payment under rule 2.4(a) is to be made in a currency other than Australian dollars, unless the Board determines otherwise, the foreign exchange rate applied will be the average closing exchange rate of the relevant currency for the 5 days prior to the date of Vesting (or, if applicable, exercise).

2.5 Lapse of Rights

A Right will lapse upon the earliest to occur of:

(a) 15 years after the date on which the Rights were allocated to the Participant, or any other date nominated as the expiry date in the Offer, other than a Vested but unexercised Right which will be automatically exercised on the expiry date;

(b) the Right lapsing in accordance with a provision of these Rules (including in accordance with a term of an Offer);

(c) failure to meet a Vesting Condition or any other condition applicable to the Right within the Vesting Period; or

(d) the receipt by the Company of a notice in writing from a Participant to the effect that the Participant has elected to surrender the Right.

3 Options

3.1 Grant

(a) Where an Eligible Employee has accepted an Offer to participate in a grant of Options in accordance with rule 1.3(a), the Board will, subject to its discretion under rule 1.3(b), grant Options to the Eligible Employee.

(b) Unless the Board determines otherwise:

(1) no payment is required for the grant of an Option; and

(2) Options may not be registered in any name other than that of the Eligible Employee; and

(3) subdivision 83A-C of the Tax Act applies to the Options (subject to the requirements of the Tax Act).

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3.2 Vesting

(a) Subject to any express rule to the contrary, an Option granted under the Plan will only Vest and become exercisable where each Vesting Condition, and all other relevant conditions advised to the Participant by the Board pursuant to rule 1.2, have been satisfied or otherwise waived by the Board.

(b) If the Vesting of an Option would arise in a period where Dealings by a Participant would be prohibited, or the Board determines that the Vesting of an Option would otherwise be inappropriate in the circumstances, the Board may determine that Vesting will be delayed until such time as Dealings are permitted or appropriate. For the avoidance of doubt, the Board may determine that Vesting will be delayed only in relation to the affected Participant or in relation to some or all Participants (irrespective of whether they are subject to the Dealing restriction).

(c) The exercise of any Option granted under the Plan will be effected in the form and manner determined by the Board and notified to the Participant and, subject to rule 3.4, must be accompanied by payment of the relevant Exercise Price (if any) either in cleared funds or by a cashless exercise facility provided for under this rule 3.2(c) (**Cashless Exercise Mechanism**). Unless the Board determines otherwise, the Cashless Exercise Mechanism will operate as follows:

(1) The number of Shares the Participant will receive will be calculated in accordance with the following formula (rounded down to the nearest whole number of Shares):

$$\frac{\textit{[Number of Options being exercised x (Current Market Price of Shares as at the date of exercise - Exercise Price)]}}{\textit{Current Market Price of Shares as at the date of exercise}}$$

(2) only that number of Vested Options that will result in the Participant being allocated the number of Shares calculated in rule 3.2(c)(1) are able to be exercised, and the balance of the Vested Options that the Participant has requested to exercise will lapse; and

(3) the Participant will not be required to pay the Exercise Price in respect of the exercise of the Vested Options referred to in rule 3.4(b).

(d) Subject to rule 3.2(e), the exercise of an Option will be satisfied by the Company allocating Shares to the Participant pursuant to rule 3.3.

(e) The Board may determine that the exercise of an Option will be satisfied by the Company making a cash payment in lieu of an allocation of Shares pursuant to rule 3.4. For the avoidance of doubt, the Board may determine that some or all of a Participant's Options will be settled in this way.

(f) The Participant has no entitlement to receive a Share under rule 3.2(d) or a cash payment under rule 3.2(e) until the Options have been exercised.

(g) The Board may exercise its discretion to determine whether Options that Vest and are exercised will be satisfied by an allocation of Shares or by making a cash payment at any time prior to Vesting or exercise, including, for the avoidance of doubt, at time of exercise or at the time an Offer is made.

(h) Vesting occurs upon notification from the Company to the Participant that an Option has Vested pursuant to this rule 3.2.

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3.3 Allocation following exercise

(a) Subject to rules 3.2(e) and 3.3(b), as soon as practicable following the exercise of an Option, the Board must issue to, procure the transfer to, or procure the setting aside for, the Participant the number of Shares in respect of which Options have been exercised. No further action is required on the part of the Participant.

(b) In the case of Options held by or on behalf of a Participant who is a Director, Vested Options must be satisfied by Shares that have been purchased on market, unless:

(1) no shareholder approval is required under the Listing Rules in respect of the Director's participation in the Plan; or

(2) shareholders have approved the Director's participation in the Plan to the extent required under the Listing Rules.

3.4 Payment of cash equivalent

(a) Where the Board exercises its discretion under rule 3.2(e) to make a cash payment to a Participant in lieu of an allocation of Shares, the Company must:

(1) refund any amount paid by the Participant to exercise those Options; and

(2) as soon as reasonably practicable, pay to the Participant an amount in Australian dollars (or any other currency determined by the Board in its absolute discretion) determined under rule 3.4(b).

(b) The amount of the cash payment referred to in rule 3.4(a)(2) will be calculated by multiplying the number of Shares underlying the relevant Options by the Current Market Price, less any Exercise Price that would otherwise have been payable in respect of those Options.

(c) If the Board determines that the payment under rule 3.4(a)(2) is to be made in a currency other than Australian dollars, unless the Board determines otherwise, the foreign exchange rate applied will be the average closing exchange rate of the relevant currency for the 5 days prior to the date of exercise.

3.5 Lapse of Options

An Option will lapse upon the earliest to occur of:

(a) 15 years after the date on which the Options were allocated to the Participant, or any other date nominated as the expiry date in the Offer (unless the Board determines that the Options will be exercised on the expiry date by way of a cashless exercise arrangement);

(b) the Option lapsing in accordance with a provision of these Rules (including in accordance with a term of an Offer);

(c) failure to meet a Vesting Condition or any other condition applicable to the Option within the Vesting Period; or

(d) the receipt by the Company of a notice in writing from a Participant to the effect that the Participant has elected to surrender the Option.

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4 Restricted Shares

4.1 Allocation

(a) After an Eligible Employee has accepted an Offer to participate in a grant of Restricted Shares in accordance with rule 1.3(a), the Board must, subject to its discretion under rule 1.3(b) and rule 4.1(b), allocate the Restricted Shares in accordance with any timeframe specified in the Offer by either:

(1) issuing Restricted Shares to;

(2) procuring the transfer of Restricted Shares to; or

(3) procuring the setting aside of Restricted Shares for,

the Eligible Employee.

(b) If the allocation of a Restricted Share would arise in a period where Dealings by a Participant would be prohibited or the Board determines that the allocation of a Restricted Share would otherwise be inappropriate in the circumstances, the Board may determine that allocation will be delayed until such time as Dealings are permitted or appropriate. For the avoidance of doubt, the Board may determine that allocation will be delayed only in relation to the affected Participant or in relation to some or all Participants (irrespective of whether they are subject to the Dealing restriction).

(c) Unless the Board determines otherwise:

(1) no payment is required for the grant of a Restricted Share (other than a Restricted Share purchased pursuant to rule 4.2); and

(2) Restricted Shares may not be registered in any name other than that of the Eligible Employee or the Trustee.

4.2 Restricted Shares purchased by salary sacrifice

Notwithstanding anything else in these Rules:

(a) Offers of Restricted Shares made pursuant to this rule 4.2 constitute Offers made under a separate salary sacrifice provision of these Rules.

(b) Subdivision 83A-C of the Tax Act applies to Offers made pursuant to this separate salary sacrifice provision of these Rules.

(c) Offers made pursuant to this separate provision will allow a Participant to agree to acquire Restricted Shares in return for a reduction in the Participant's pre-tax remuneration that would not have happened apart from that Offer of not more than A$5,000 per year ending 30 June (or such other amount specified by subsection 83A-105(4) of subdivision 83A-C of the Tax Act to be the maximum amount of discount to which that subsection can apply).

4.3 Restricted Shares that are tax-exempt

Notwithstanding anything else in these Rules:

(a) Offers of Restricted Shares made pursuant to this rule 4.3 constitute Offers made under a separate tax-exempt provision of these Rules.

(b) Subdivision 83A-B of the Tax Act applies to Offers made pursuant to this tax exempt provision of these Rules.

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(c) A Restricted Share allocated to a Participant under this rule 4.3 will be subject to a restriction period from the date that the Restricted Shares are allocated until the earlier of:

(1) the date that is three years from the date of allocation (or such other period that may be required under Subdivision 83A-B of the Tax Act, including such earlier time as the Commissioner of Taxation allows in accordance with section 83A-45(5) of the Tax Act); and

(2) the date on which the Participant ceases to be employed by the Group.

(d) Restricted Shares allocated to a Participant under this tax-exempt provision of the Rules cannot be forfeited.

4.4 Cessation of restrictions

(a) Subject to any express rule to the contrary, a Share only ceases to be a Restricted Share (i.e. Vests) where:

(1) the Vesting Period and each other relevant condition (including all Vesting Conditions) advised to the Participant by the Board pursuant to rule 1.2 have been satisfied or otherwise waived by the Board; and

(2) the Company notifies the Participant that the restrictions in respect of the Restricted Share have ceased or no longer apply.

(b) Subject to the terms of an Offer and the Securities Dealing Policy, when a Share ceases to be a Restricted Share, all restrictions on disposing of, or otherwise Dealing with, that Share, as set out in these Rules or the terms of an Offer, will cease.

(c) If the Vesting of a Restricted Share would arise in a period where Dealings by a Participant would be prohibited or would otherwise be inappropriate in the circumstances, the Board may determine that Vesting will be delayed until such time as Dealings are permitted or appropriate. For the avoidance of doubt, the Board may determine that Vesting will be delayed only in relation to the affected Participant or in relation to some or all of Participants (irrespective of whether they are subject to the Dealing restriction).

(d) Unless provided otherwise in the terms of an Offer, when a Share that is held by the Trustee on behalf of a Participant ceases to be a Restricted Share, the Trustee will continue to hold the Share on trust on behalf of the Participant until such time as the Participant, or the Company on behalf of the Participant, directs the Trustee to:

(1) transfer the Share into the Participant's name or another account to be held on the Participant's behalf; or

(2) sell the Share and pay the proceeds of sale (net of any applicable brokerage, commission, stamp duty or other transaction costs) to the Participant.

4.5 Forfeiture of Restricted Shares

Subject to rule 4.3(d), a Restricted Share will be forfeited upon the earliest to occur of:

(a) the Restricted Share being forfeited in accordance with a provision of these Rules (including in accordance with a term of an Offer);

(b) the failure to meet a Vesting Condition or any other condition applicable to the Restricted Share within the Vesting Period; or

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(c) the receipt by the Company of a notice in writing from a Participant to the effect that the Participant has elected to surrender the Restricted Share.

5 Units

5.1 Grant

(a) Where an Eligible Employee has accepted an Offer to participate in a grant of Units in accordance with rule 1.3(a), the Board will, subject to its discretion under rule 1.3(b), grant Units to the Eligible Employee.

(b) Unless the Board determines otherwise:

(1) no payment is required for the grant of a Unit; and

(2) Units may not be recorded in any name other than that of the Eligible Employee.

5.2 Vesting

(a) Subject to any express rule to the contrary, a Unit will only Vest where each Vesting Condition, and all other relevant conditions advised to the Participant by the Board pursuant to rule 1.2, have been satisfied or otherwise waived by the Board.

(b) If the Vesting of a Unit would arise in a period where Dealings by a Participant would be prohibited, or the Board determines that the Vesting of an Unit would otherwise be inappropriate in the circumstances, the Board may determine that Vesting will be delayed until such time as Dealings are permitted or appropriate. For the avoidance of doubt, the Board may determine that Vesting will be delayed only in relation to the affected Participant or in relation to some or all Participants (irrespective of whether they are subject to the Dealing restriction).

(c) The Vesting of a Unit will be satisfied by the Company making a cash payment in accordance with rule 5.3.

(d) Vesting occurs upon notification from the Company to the Participant that a Unit has Vested pursuant to this rule 5.2.

5.3 Payment of cash amount

(a) As soon as practicable following Vesting of a Unit in accordance with rule 5.2, the Company must make the cash payment referred to in rule 5.3(b) for each Unit that has Vested. No further action is required on the part of the Participant.

(b) In order to satisfy its obligation under rule 5.3(a), the Company must pay to the Participant an amount in Australian dollars (or any other currency determined by the Board in its absolute discretion) equivalent to the cash value of Units that have Vested.

(c) Unless otherwise specified in the terms of an Offer, the amount of the cash payment referred to in rule 5.3(b) will be calculated by multiplying the number of Units that have Vested by the Current Market Price.

(d) If the Board determines that the payment under rule 5.3(b) is to be made in a currency other than Australian dollars, unless the Board determines otherwise, the foreign exchange rate applied will be the average exchange rate of the relevant currency for the 5 trading days prior to the date of Vesting.

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5.4 Lapse of Units

A Unit will lapse upon the earliest to occur of:

(a) the Unit lapsing in accordance with a provision of these Rules (including in accordance with a term of an Offer);

(b) failure to meet a Vesting Condition or any other condition applicable to the Unit within the Vesting Period; or

(c) the receipt by the Company of a notice in writing from a Participant to the effect that the Participant has elected to surrender the Unit.

PART C

6 Prohibited Dealings

(a) Subject to the Securities Dealing Policy, any Dealing in respect of an Incentive prior to Vesting is prohibited unless:

(1) the Board determines otherwise; or

(2) the Dealing is required by law and the Participant has provided satisfactory evidence to the Company of that fact.

(b) Where, in the opinion of the Board, a Participant Deals with a Right, Option or Unit in contravention of rule 6(a), the Right, Option or Unit will immediately lapse.

(c) Where, in the opinion of the Board, the Participant (or the Trustee at the Participant's direction) Deals with a Restricted Share in contravention of rule 6(a), the Restricted Share is deemed to immediately be forfeited.

(d) The Board may, at its discretion, impose restrictions on Dealing in respect of any Shares allocated under the Plan (including upon Vesting or exercise of Rights or Options or at the election of the Participant) and may implement any procedure it considers appropriate to enforce such restrictions.

7 Preventing inappropriate benefits

(a) The Board may do any of the things in rule 7(b) where, in the opinion of the Board:

(1) a Participant:

(A) has acted fraudulently or dishonestly;

(B) has engaged in gross misconduct;

(C) has engaged in an act which has brought the Company, the Group or any Group company into disrepute;

(D) has breached their duties or obligations to the Group (including acting in breach of the terms and conditions of

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their employment and / or the Group's Code of Conduct, as amended or replaced from time to time);

(E) is convicted of an offence or has a judgment entered against them in connection with the affairs of the Group; or

(2) a Participant's Incentives Vest or may Vest as a result of the fraud, dishonesty, negligence or breach of duties or obligations of any other person and, in the opinion of the Board, the Incentives will not or would not have otherwise Vested; or

(3) there is a Financial Misstatement Circumstance; or

(4) a significant unexpected or unintended consequence or outcome has occurred which impacts the Group or a Group company, including where the original expected performance outcomes which the Incentives were intended to incentivise have not been realised; or

(5) the Company (or another Group company) is required or entitled to reclaim remuneration from a Participant or reduce a Participant's remuneration outcome under one or more of the following:

(A) law;

(B) regulation, including a direction from a regulator;

(C) contract; or

(D) Group policy; or

(6) Vesting of some or all of the Participant's unvested Incentives is not justified or supportable, having regard to any one or more of the following:

(A) the personal performance and/or conduct of a Participant;

(B) the performance of the business unit or function in which the Participant is employed or for which they have accountability, or which is relevant in relation to the Participant's role;

(C) the performance of the Group; and

(D) any other factor which the Board reasonably determines is appropriate to take into account in relation to the Participant's entitlements under the Plan.

(b) Subject to rule 4.3(d), the Board may determine that any or all of the following occur:

(1) some or all of the following held by or on behalf of the Participant:

(A) unvested Rights, Options or Units;

(B) Vested but unexercised Rights or Options; and/or

(C) Restricted Shares and/or Shares allocated under this Plan,

will lapse or be deemed to be forfeited (as the case may be), and/or

(2) a Participant must pay or repay (as the case may be) to the Company as a debt:

(A) all or part of the net proceeds of sale where Shares allocated under the Plan have been sold;

(B) any cash payment received pursuant to these Rules; and/or

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(C) any dividends or distributions received in respect of Shares allocated under the Plan; and/or

(3) the restrictions on disposing or otherwise Dealing with a Participant's Restricted Shares are extended.

(c) In circumstances where:

(1) the Board is considering the application of this rule 7;

(2) a Participant is under investigation by the Group, a Group company or an external third party; or

(3) such other circumstances specified in an Offer,

the Board may determine that any or all of the following will occur:

(4) the Vesting, exercise and/or allocation of a Participant's Incentives may be delayed or suspended (as appropriate); or

(5) the restrictions on disposing or otherwise Dealing with a Participant's Restricted Shares are extended.

8 Forfeiture of Shares

(a) Where Shares (including Restricted Shares) are forfeited in accordance with these Rules and the Shares are held by the Participant, the Participant is deemed to have agreed to dispose of their legal and/or beneficial interest (as appropriate) in such Shares for nil consideration for all of their Shares and the Shares will be transferred into the name of the Company's nominee who will then hold full legal and beneficial title to those Shares.

(b) Where Shares (including Restricted Shares) are forfeited in accordance with these Rules and the Shares are held by the Trustee, the Participant's rights in the Shares will be extinguished for nil consideration and the Shares will be held as general trust property in accordance with the terms of the Trust Deed. The Board may, at any time in the future, direct the Trustee to hold the Shares for the benefit of a different or new Participant.

(c) Where a Participant forfeits Shares allocated to him or her on exercise of Options pursuant to these Rules, the Company may, but need not, repay to the Participant any Exercise Price paid by the Participant in respect of the forfeited Shares.

9 Cessation of employment

9.1 Board discretion on cessation

(a) The Board, in its discretion, may determine that some or all of a Participant's unvested Incentives, as applicable:

(1) lapse;

(2) are forfeited;

(3) Vest (immediately or subject to conditions);

(4) are only exercisable for a prescribed period and will otherwise lapse; and/or

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(5) are no longer subject to some of the restrictions (including any Vesting Condition) that previously applied,

as a result of the Participant ceasing to be an employee of the Group.

(b) The Board may specify in the Offer to the Participant (in accordance with rule 1.2) how the Participant's Incentives will be treated on cessation of employment. The applicable treatment may vary depending on the circumstances in which the Participant's employment ceases. In specifying a cessation treatment to apply to an Offer, the Board may preserve some or all of its discretion under rule 9.19.1.

(c) Notwithstanding anything else in this rule 9, where:

(1) a Participant ceases their employment with a Group company; and

(2) the reason for the cessation is due to the transfer of the Participant's employment to another Group company or to a joint venture in which a Group company participates;

the Participant will be treated as though their employment did not cease and rules 9.1(a) and 9.2 do not apply, unless the Board determines otherwise.

9.2 Post cessation discretions

(a) The Board may exercise any of the post cessation discretions in rule 9.2(b) in respect of a Participant who has:

(1) ceased to be employed by the Group; and

(2) received or may receive remuneration or favourable treatment under the Plan or any other plan or agreement with the Group in connection with their cessation of employment (including where entitlements Vest or remain on foot after cessation of employment in accordance with their terms),

where the Board determines in good faith that:

(3) the Participant has breached a Post Cessation Covenant; or

(4) a change in the Participant's circumstances since he or she ceased to be employed by the Group means it is no longer appropriate for the Participant to retain the benefits outlined in rule 9.2(a)(2) above. Such circumstances may include, for example, where the Participant commences employment with a Competitor, or where the Participant purported to retire from the workforce and subsequently recommences employment.

(b) For the purposes of rule 9.2(a), the Board may do any one or more of the following:

(1) deem any unvested Incentives of the Participant to have lapsed or be forfeited with effect from the date determined by the Board;

(2) deem all or any Shares (including Restricted Shares) allocated to a Participant on Vesting of Incentives, which are still held by or on behalf of the Participant, to be forfeited;

(3) where any Shares allocated to a Participant on Vesting of Incentives have been sold by or on behalf of the Participant, require the Participant to pay all or part of the net proceeds of that sale to the Company as a debt; and/or

where cash has been allocated to a Participant on Vesting of Incentives, including in the form of a dividend or equivalent payment

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made under rule 12, require the Participant to repay all or part of the cash to the Company as a debt.

9.3 Approved leave of absence

Subject to applicable laws, at the discretion of the Board, a Participant who is granted an approved leave of absence and who exercises their right to return to work under any applicable award, enterprise agreement, other agreement, statute or regulation may be treated as not having ceased to be an employee for the purposes of this rule 9. Whether a Participant who is granted leave without pay is deemed to have ceased employment will be determined with reference to the Group's policies and any applicable laws.

10 Change of Control

10.1 Change of Control Events

(a) Where there is a Change of Control Event, the Board may determine that all or a specified number of a Participant's Incentives Vest or cease to be subject to restrictions (as applicable). For the avoidance of doubt:

(1) a Change of Control Event does not include an internal reorganisation of the structure, business and/or assets of the Group; and

(2) subject to rule 10.1(b), if the Board does not make a determination pursuant to this rule 10.1(a), then all of a Participant's Incentives will remain on foot subject to the original terms of grant.

(b) Without limiting rule 10.1(a), where there is an actual change in the Control of the Company then, unless the Board determines otherwise, all unvested Incentives will immediately Vest or cease to be subject to restrictions (as applicable) on a pro rata basis having regard to the portion of the Vesting Period that has elapsed.

(c) Any unvested Incentives that do not Vest under rule 10.1(a) or 10.1(b) will lapse, unless the Board determines a different treatment.

(d) Notwithstanding the default treatment set out in these Rules, the Board may specify in the Offer to the Participant (in accordance with rule 1.2) a particular treatment that will apply to unvested Incentives in the context of a Change of Control Event.

10.2 Notification of Vesting

Where some or all of a Participant's Incentives Vest pursuant to rule 10.1, the Board will, as soon as reasonably practicable, give written notice to each Participant of the number of Incentives that have Vested.

10.3 Treatment of Vested Incentives

(a) The Board has the discretion to determine the treatment of all Vested Incentives (including those that Vest in accordance with rule 10.1) where a Change of Control Event occurs.

(b) Without limiting rule 10.3(a), where there is an actual change in the Control of the Company then, unless the Board determines otherwise:

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(1) all Vested Options, and where Rights are exercisable, all Vested Rights, will be exercisable for a period of 6 months from the actual change in the Control of the Company and will lapse if not exercised within the specified period; and

(2) any restrictions on Dealing imposed by the Board on Vested Incentives will cease to have effect.

10.4 Acquisition of shares in Acquiring Company

(a) If:

(1) a company (**Acquiring Company**) obtains Control of the Company as a result of a Change of Control Event; and

(2) the Company and the Acquiring Company agree,

subject to applicable laws (including the Listing Rules) a Participant may, upon:

(3) Vesting (and, if applicable, exercise) of Rights; or

(4) exercise of Options,

be provided with shares of the Acquiring Company or its parent or subsidiary in lieu of Shares in such manner as the Company and the Acquiring Company may agree (including by a replacement security or exchange of Shares issued on Vesting or exercise) and on substantially the same terms and on substantially the same conditions but with any necessary or appropriate adjustments to the number and kind of shares.

(b) If rule 10.4(a) applies, the Participant appoints the Company as their agent to do anything needed to give effect to this arrangement, including agreeing to become a member of the Acquiring Company or its parent (as applicable).

10.5 Divestment of material business or subsidiary

(a) Where the Company divests a business designated by the Board for this purpose as “material”, the Board may make special rules that apply to some or all of the Participant’s Incentives.

(a) Without limiting the Board’s discretion in rule 10.5(a), such rules may include varying the Vesting Condition and/or any other relevant conditions advised to a Participant and deeming that a Participant remain an employee of the Group for a specific period for the purposes of the relevant Offers.

(b) As soon as reasonably practicable after making any special rules under this rule 10.5, the Board will give notice in writing of those special rules to any affected Participant.

11 Power to adjust Rights, Options and/or Units and the Exercise Price

(a) Rights, Options and Units carry no entitlement to participate in new issues of Shares by the Company prior to the Vesting and exercise (if applicable) of the Right, Option or Unit.

(b) Subject to rule 11(c), prior to the allocation of Shares (or payment of a cash equivalent) to a Participant upon Vesting (and, if applicable, exercise) of Rights, exercise of Options or Vesting of Units, the Board may grant additional Rights,

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Options or Units or make any adjustments it considers appropriate to the terms of a Right, Option or Unit granted to that Participant in order to minimise or eliminate any material advantage or disadvantage to a Participant resulting from a corporate action by, or capital reconstruction in relation to, the Company, including but not limited to any return of capital. Adjustments that may be made include adjustments to:

(1) the number of Rights, Options or Units to which the Participant is entitled;

(2) the number of Shares to which the Participant is entitled upon Vesting (and, if applicable, exercise) of Rights or exercise of Options;

(3) any amount payable on Vesting (and, if applicable, exercise) of Rights or exercise of Options (including the Exercise Price); or

(4) a combination of paragraphs (1), (2) and/or (3) above.

(c) Without limiting rule 11(b), if:

(1) Shares are issued pro rata to the Company's shareholders generally by way of a rights issue, Options will be adjusted in accordance with ASX Listing Rule 6.22.2 (or any replacement rule);

(2) Shares are issued pro rata to the Company's shareholders generally by way of a bonus issue (other than an issue in lieu of dividends or by way of a dividend reinvestment) involving capitalisation of reserves or distributable profits, Options and Rights will be adjusted in the manner allowed or required by the ASX Listing Rules; or

(3) any reorganisation (including consolidation, subdivision, reduction or return) of the issued capital of the Company is effected, Options and Rights will be adjusted in the manner required by the ASX Listing Rules.

(d) Where additional Rights, Options or Units are granted to the Participant under this rule 11, such Rights, Options or Units will be subject to the same terms and conditions as the original Rights, Options or Units granted to the Participant (including without limitation, any Vesting Conditions), unless the Board determines otherwise.

(e) The Board must, as soon as reasonably practicable after making any additional grants or adjustments under this rule 11, give notice in writing to any affected Participant.

12 Dividends and other rights

12.1 Dividends and other rights associated with Shares

(a) Subject to the terms of any Trust Deed (if applicable) or Offer, the following rules apply in respect of Shares allocated to, or on behalf of, a Participant under this Plan (including Restricted Shares allocated under rule 4.1):

(1) the Participant is entitled to receive all dividends and other distributions or benefits payable to the Participant or to the Trustee in respect of the Shares;

(2) the Participant is entitled to exercise, or to direct the Trustee in writing how to exercise, the voting rights attaching to the Shares, either generally or in a particular case;

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(3) any bonus shares that are issued in respect of the Shares will be issued to the Participant, or to the Trustee on the Participant's behalf, and will be held by the Participant or Trustee as Shares subject to the same terms, conditions and restrictions on Dealing (if any) as the Shares in respect of which they were issued; and

(4) if rights arise on a rights issue in respect of the Shares, the Participant may Deal with or exercise those rights, or instruct the Trustee (if applicable) in relation to those rights in accordance with the Trust Deed. If the Shares are held by the Trustee on the Participant's behalf and the Participant does not instruct the Trustee how to Deal with the rights, the rights will be Dealt with in accordance with the Trust Deed.

12.2 Dividend equivalent payments and other rights associated with Rights, Options and Units

(a) Unless or until Shares are allocated to a Participant following Vesting or exercise of their Rights or Options (as applicable), the Participant has no interest in those Shares in respect of which the Right or Option was granted.

(b) Notwithstanding rule 12.2(a), the Board may determine at the time an Offer is made that a dividend equivalent payment will be paid to a Participant who becomes entitled to an allocation of Shares (or equivalent cash amount) following the Vesting (and, if applicable, exercise) of Rights or exercise of Options under that Offer (minus any applicable tax) or to a cash payment following the Vesting of Units under that Offer (minus any applicable tax).

(c) A Participant will have no right to receive a dividend equivalent payment made in respect of any Rights, Options or Units that lapse in accordance with the Plan.

(d) Subject to the terms of any Offer, a dividend equivalent payment:

(1) in respect of Rights and Options, will be an amount determined by the Company that will be approximately equal to the amount of dividends that would have been payable to the Participant had they been the owner of the Shares referred to in rule 12.2(b) during the Vesting Period;

(2) in respect of Units, will be an amount determined by the Company that will be approximately equal to the amount of dividends that would have been payable to the Participant had they held Shares instead of Units;

(3) will not be grossed up or otherwise adjusted to account for any tax consequences which would have applied if the Participant had actually been paid a dividend; and

(4) may be satisfied through the allocation of Shares or payment of cash.

13 Withholding

(a) Notwithstanding any other provisions of these Rules, if a Group company, the Trustee or a plan administrator is obliged, or reasonably believes it may have an obligation, as a result of or in connection with any:

(1) grant of Incentives;

(2) allocation of Shares under the Plan;

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(3) payment of a cash equivalent amount; or

(4) payment of a dividend equivalent amount,

to account for the following liability of a Participant:

(5) income tax or employment taxes under any wage, withholding or other arrangements; or

(6) any other tax, social security contributions or levy or charge of a similar nature,

then the relevant Group company, Trustee or plan administrator is entitled to withhold or be reimbursed by the Participant for the amount or amounts so paid or payable.

(b) Where rule 13(a) applies, the relevant Group company, the Trustee or plan administrator is not obliged to grant any Incentives, to allocate Shares or to make a cash payment in accordance with these Rules unless the Company is satisfied that arrangements for payment or reimbursement of the amounts referred to in rule 13(a) have been made. Those arrangements may include, without limitation:

(1) the provision by the Participant of sufficient funds to reimburse the relevant Group company, Trustee or plan administrator for the amount (by salary deduction, reduction of any amount owed by the Group to the Participant or otherwise);

(2) the sale on behalf of the Participant of Shares allocated pursuant to these Rules for payment or reimbursement of these amounts, as well as the costs of any such sale;

(3) a reduction in any amount payable to the Participant on Vesting of Units or in lieu of an allocation of Shares under these Rules;

(4) the Participant forgoing their entitlement to an equivalent number of Shares that would otherwise be allocated to the Participant; or

(5) lapse or forfeiture of a sufficient number of Rights, Options, Units and/or Shares to satisfy the debt the Participant owes to the relevant Group company, Trustee or plan administrator. Unless the Group company, Trustee or plan administrator (as applicable) and the Participant agree to use a different valuation, any Rights, Options, Units and/or Shares lapsed or forfeited (as applicable) under this rule will be valued at the Current Market Price on the date of lapse or forfeiture.

(c) Any amounts which are paid or payable for the purposes of these Rules are inclusive of the Group's compulsory superannuation contribution (if applicable).

14 Amendments

14.1 Power to make amendments

(a) Subject to rule 14.2, the Board may at any time by resolution:

(1) amend or add to (**amend**) all or any of the provisions of the Plan;

(2) amend the terms or conditions of any Incentive granted under the Plan; or

suspend or terminate the operation of the Plan.

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(b) Notwithstanding rule 14.2, the Board may waive, amend or replace any Vesting Condition attaching to an Incentive if the Board determines that the original Vesting Condition is no longer appropriate or applicable (including, without limitation, where a Vesting Condition refers to a particular stock market index that is no longer published or there is a corporate action by the Company, including a discounted rights issue, which impacts on the Vesting Condition), provided that the interests of the relevant Participant are not, in the opinion of the Board, materially prejudiced or advantaged relative to the position reasonably anticipated at the time of the grant.

14.2 Restrictions on amendments

Without the consent of the Participant, the Board may not exercise its powers under rule 14.1(a) in a manner which reduces the rights of the Participant in respect of any Incentive or Share already granted other than an amendment introduced primarily:

(a) for the purpose of complying with or addressing present or future laws or regulatory developments that apply to one or more of the following:

(1) the remuneration and benefits of Participants (collectively or individually);

(2) awards of Incentives; and

(3) the Plan or incentive plans generally;

(b) to correct any manifest error or mistake; or

(c) to take into consideration possible adverse tax implications in respect of the Plan arising from, amongst others, adverse rulings, changes to tax legislation and/or changes in the interpretation of tax legislation by a court of competent jurisdiction.

14.3 Notice of amendment

As soon as reasonably practicable after making any amendment under rule 14.1, the Board will give notice in writing of that amendment to any Participant affected by the amendment.

15 Participants based overseas

15.1 Overseas transfers

If a Participant is transferred to work in another country and, as a result of that transfer:

(a) the Participant or any Group company would suffer a tax disadvantage in relation to their Incentives (this being demonstrated to the satisfaction of the Board);

(b) the Company would be restricted in its ability to Vest Incentives and/or allocate Shares to the Participant; or

(c) the Participant would become subject to restrictions on their ability to Deal with the Incentives or any Shares allocated to the Participant in respect of those Incentives because of the security laws or exchange control laws of the country to which he or she is transferred,

then, if the Participant continues to hold an office or employment with the Group, the Board may decide that:

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(d) some or all of the Participant's Restricted Shares will Vest or will be forfeited and replaced with cash or an entitlement to a future cash amount;

(e) some or all of the Participant's Options or Rights will Vest and, if applicable, become exercisable;

(f) some or all of a Participant's Units will Vest;

(g) some or all of the Participant's Options or Rights will be settled in cash in lieu of Shares; or

(h) any other treatment that the Board determines will apply in relation to some or all of a Participant's Incentives,

with the balance (if any) continuing to be held on the original terms.

15.2 Non-Australian residents

The Board may adopt additional rules of the Plan that will apply to a grant made to an Eligible Employee who is a resident in a jurisdiction other than Australia. The remaining provisions of these Rules will apply subject to whatever alterations or additions the Board may determine having regard to any securities, exchange control, taxation or other laws and/or regulations or any other matter that the Board considers directly or indirectly relevant. To the extent of any inconsistency, any additional rules adopted by the Board under this rule will prevail over any other provision of these Rules.

16 Miscellaneous

16.1 Shares issued under the Plan

(a) Any Shares issued under the Plan will rank equally in all respects with other Shares for the time being on issue by the Company (for example, having rights with respect to voting, dividends and other distributions, and in the event of a winding up of the Company), except:

(1) in relation to any rights attaching to such Shares by reference to a record date prior to the date of their issue; or

(2) as provided for in accordance with rule 12.1.

(b) If the Company is listed, the Company will apply for quotation of Shares issued under the Plan within the period required by the Listing Rules.

16.2 Rights and obligations of Participants

(a) Unless the subject of an express provision in an employment contract, the rights and obligations of any Participant under the terms of their office, employment or contract with the Group are not affected by their participation in the Plan.

(b) Participation in the Plan does not confer on any Participant any right to future employment and does not affect any rights which any member of the Group may have to terminate the employment of any Participant.

(c) These Rules will not form part of and are not incorporated into any contract of any Participant (whether or not they are an employee of the Group).

(d) The grant of Incentives on a particular basis in any year does not create any right or expectation of the grant of Incentives on the same basis, or at all, in any future year.

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(e) No Participant has any right to compensation for any loss in relation to the Plan, including:

(1) any loss or reduction of any rights or expectations under the Plan in any circumstances or for any reason (including lawful or unlawful termination of employment or the employment relationship);

(2) any exercise of a discretion or a decision taken in relation to a grant of Incentives or in relation to the Plan, or any failure to exercise a discretion under these Rules;

(3) the operation, suspension, termination or amendment of the Plan; or

(4) lapse or forfeiture (as applicable) of any Incentives.

(f) The Participant irrevocably appoints each company secretary of the Company (or any other officer of the Company authorised by the Board for this purpose) as their attorney to do anything necessary to:

(1) allocate Shares to the Participant in accordance with these Rules;

(2) effect a forfeiture of Shares in accordance with these Rules (including rule 8 or the terms of an Offer); and

(3) execute transfers of Shares in accordance with these Rules,

and the Participant acknowledges that this irrevocable attorney is deemed to be given for valuable consideration.

16.3 Power of the Board to administer the Plan

(a) The Plan is administered by the Board which has power to:

(1) determine procedures for administration of the Plan consistent with these Rules including to implement an employee share trust for the purposes of delivering and holding Shares on behalf of Participants upon the grant of Restricted Shares or the Vesting (and, if applicable, exercise) of Rights or exercise of Options; and

(2) delegate to any one or more persons for such period and on such conditions as it may determine the exercise of any of its powers or discretions arising under the Plan.

(b) Except as otherwise expressly provided in the Plan, the Board has absolute and unfettered discretion to act or refrain from acting under or in connection with the Plan and in the exercise of any power or discretion under the Plan.

16.4 Waiver of terms and conditions

Notwithstanding any other provisions of the Plan, the Board may at any time waive in whole or in part any terms or conditions (including any Vesting Condition) in relation to any Incentives or Shares granted to a Participant.

16.5 Application of the constitution of the Company, Corporations Act, and Listing Rules

(a) Notwithstanding any other provisions of the Plan, Incentives and Shares will not be allocated, issued, acquired, transferred or otherwise dealt with under the Plan, and no other benefit will be deliverable under the Plan, if to do so would or would be likely to, in the opinion of the Board:

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(1) contravene the constitution of the Company, the Corporations Act, the Listing Rules, or any other applicable laws (including any applicable foreign law);

(2) give rise to unreasonable cost or regulatory requirements for the Company or any Group company; or

(3) require the Company or any Group company to pay, provide, or procure the payment or provision of, any money or benefits to the Participant which would require shareholder approval under Part 2D.2, Division 2 of the Corporations Act.

(b) Neither the Company nor any Group company has any obligation to seek shareholder approval to deliver any benefit under the Plan that cannot be delivered without shareholder approval.

(c) The Plan must be operated in accordance with the constitution of the Company, the Corporations Act, the Listing Rules, other applicable laws and regulations (Australian or foreign).

16.6 Error in Allocation

(a) If, in the opinion of the Board, any Incentive is provided under the Plan in error or by mistake to a person (**Mistaken Recipient**) who is not the intended recipient, the Mistaken Recipient will have no right or interest, and will be taken never to have had any right or interest in, that Incentive and the Incentive will immediately lapse or be forfeited (as applicable).

(b) If any cash payment is paid under the Plan in error or by mistake to a person who is not the intended recipient (**Mistaken Recipient**), the Mistaken Recipient will have no right to retain that cash payment and the Company may take whatever steps it deems reasonably necessary to seek repayment of that cash payment as a debt.

16.7 Dispute or disagreement

In the event of any dispute, disagreement or uncertainty as to the interpretation of the Plan or these Rules, or as to any question or right arising from or related to the Plan or to any Incentives or Shares granted under it, the decision of the Board is final and binding.

16.8 Communication

Any notice or other communication provided to a Participant under or in connection with the Plan may be given by personal delivery, by post or email, or by posting it on the Company's intranet.

16.9 Data protection

Subject to any applicable laws, by participating in the Plan, the Participant:

(a) consents to the holding and processing of personal data provided by the Participant to the Group, the plan administrator or the Trustee, for all purposes with regard to the operation of the Plan. These include, but are not limited to:

(1) administering and maintaining Participant records;

(2) providing information to the Trustee, registrars, brokers, printers or third party administrators of the Plan;

(3) providing information to any regulatory authority (including the Australian Tax Office) where required under law; and

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(4) providing information to future purchasers of a Group company or the business in which the Participant works;

(b) acknowledges that the Group, the plan administrator and the Trustee may be required or authorised to collect the personal information under laws including the Tax Act, the Taxation Administration Act and the Corporations Act; and

(c) acknowledges that the Privacy Policy applies to the Group's handling of their personal information, and contains further details about accessing and updating personal information and how to raise queries and concerns.

The Privacy Policy is available on request from the Company and at www.deterraroyalties.com.

16.10 Tax

Unless otherwise required by law, no Group company is responsible for any Tax which may become payable by a Participant as a consequence of or in connection with the grant of any Incentives, the allocation of any Shares or any Dealing with any Incentives or any Shares.

16.11 Laws governing these Rules and the Plan

These Rules, the Plan, and any Incentives granted and Shares allocated under it, are governed by the laws of Western Australia and the Commonwealth of Australia.

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PART D

17 Definition and Interpretation

17.1 Definitions

Term	Meaning
Acquiring Company	has the meaning given in rule 10.4(a)
ASX	ASX Limited ACN 008 624 691 or the Australian Securities Exchange, as the context requires
Board	the board of directors of the Company, any committee of the board or a duly authorised person or body to which the board has delegated its powers under these Rules
Cashless Exercise Mechanism	has the meaning given in rule 3.2(c)
Change of Control Event	where there is a: 1 Takeover Bid for Shares; or 2 other transaction, event or state of affairs, that, in the Board's opinion, is likely to result in a change in the Control of the Company, or should otherwise be treated in accordance with rule 10 .
Code of Conduct	the Company's code of conduct as applicable from time to time
Company	Deterra Royalties Limited ACN 641 743 348
Competitor	any business that competes with the Group or a Group company
Control	has the meaning given in section 50AA of the Corporations Act
Corporations Act	*Corporations Act 2001* (Cth)

Term	Meaning
Current Market Price	the arithmetic average of the daily volume weighted average market price (rounded to the nearest cent) of all Shares traded on the ASX during the previous five trading days, or any other calculation as determined by the Board
Deal or Dealing	in relation to an Incentive or Share (as the case may be), any dealing, including but not limited to: 1 a sale, transfer, assignment, encumbrance, option, swap, or any other alienation of all or any part of the rights attaching to the Incentive or Share; 2 any attempt to do any of the actions set out in paragraph 1 above; and 3 any hedging (including any dealing with a derivative instrument) intended to "lock in" a profit relating to an Incentive, and any other transactions in financial products that operate to limit the economic risk associated with holding an Incentive
Director	a director of the Company
Eligible Employee	an employee of the Group (including a Director employed in an executive capacity) or any other person who is declared by the Board to be eligible to receive a grant of Incentives under the Plan
Exercise Price	the amount payable to exercise an Option following Vesting as set out in an Offer (as adjusted or amended in accordance with these Rules)
Financial Misstatement Circumstance	a material misstatement or omission in the financial statements of a Group company or any other circumstances or events which, in the opinion of the Board, may, or are likely to, require re-statement of the Group's financial accounts, including, without limitation, as a result of misrepresentations, errors, omissions, or negligence
Group	the Company and each Related Body Corporate of the Company
Group company	a member of the Group or any other company designated by the Board to be a Group company for the purposes of these Rules
Incentive	a Restricted Share, Right, Option and/or Unit (as the case may be)

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Term	Meaning
Listing Rules	the official Listing Rules of the ASX and any other exchange on which the Company is listed as they apply to the Company from time to time
Offer	an invitation to an Eligible Employee made by the Board under rule 1.1 to apply for, participate in, or receive (as applicable), a grant of Incentives
Option	an entitlement to receive a Share or, in certain circumstances, to a cash payment, subject to satisfaction of applicable conditions (including any Vesting Condition) and compliance with the applicable exercise procedure (including payment of any applicable Exercise Price or compliance with any cashless exercise arrangement approved by the Board)
Participant	a person who has been allocated an Incentive or Share under the terms of these Rules from time to time
Plan	Equity Incentive Plan
Post Cessation Covenant	In respect of a Participant means: 1 a restriction or undertaking owed to the Group in connection with the Participant's former employment with the Group; or 2 any compromise or contractual arrangement in relation to the cessation of the Participant's employment with the Group
Privacy Policy	the Group policy for collecting, using, and managing personal information (as amended or replaced from time to time)
Related Body Corporate	has the meaning given in section 50 of the Corporations Act
Restricted Share	a Share allocated in accordance with rule 4.1 that is subject to restrictions on Dealing, Vesting Conditions and/or other restrictions or conditions
Right	an entitlement to a Share or, in certain circumstances, to a cash payment, subject to satisfaction of applicable conditions (including any Vesting Condition) and compliance with any applicable exercise procedure

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Term	Meaning
Rules	the terms and conditions of the Plan as set out in this document as amended from time to time
Securities Dealing Policy	the Group policy for Dealing in securities (as amended or replaced from time to time)
Share	a fully paid ordinary share in the capital of the Company. A reference to a Share includes a reference to a Restricted Share
Takeover Bid	has the meaning given in section 9 of the Corporations Act
Tax	includes any tax, levy, impost, goods and services tax, deduction, charge, rate, contribution, duty or withholding which is assessed (or deemed to be assessed), levied, imposed or made by any government or any governmental, semi-governmental or judicial entity or authority together with any interest, penalty, fine, charge, fee or other amount assessed (or deemed to be assessed), levied, imposed or made on or in respect of any or all of the foregoing
Tax Act	the *Income Tax Assessment Act 1997* (Cth)
Taxation Administration Act	the *Taxation Administration Act 1953* (Cth)
Trust Deed	in relation to an Offer, any trust deed nominated by the Company as the Trust Deed for the purposes of the Offer, as amended from time to time
Trustee	the trustee under the Trust Deed
Unit	means an entitlement to a cash payment subject to satisfaction of applicable conditions (including any Vesting Condition)
Vest or Vesting	the process by which the holder of an Incentive becomes entitled to: 1 in the case of a Right, exercise the Right (if applicable) or be allocated a Share (or equivalent cash payment) in accordance with rules 2.2 and 2.3; 2 in the case of an Option, exercise the Option in accordance with rules 3.2 and 3.3;

Term	Meaning
	3 in the case of a Restricted Share, have all restrictions on disposing of or otherwise Dealing with the Restricted Share cease in accordance with rule 4.3 (other than any additional restrictions imposed by the Board under rule 6(d)); 4 in the case of a Unit, be paid a cash payment in accordance with rules 5.2 and 5.3, following the satisfaction of all Vesting Conditions that apply to that Incentive
Vesting Condition	performance, service or other conditions that must be satisfied or circumstances which must exist before an Incentive Vests under these Rules
Vesting Period	the prescribed period for satisfaction of a Vesting Condition, advised to a Participant by the Board under rule 1.2

17.2 Interpretation

In the Plan, the following rules apply unless a contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of these Rules unless the context requires otherwise;

(b) any reference in these Rules to any statute or statutory instrument includes a reference to that statute or statutory instrument as amended, consolidated, re-enacted or replaced from time to time;

(c) a reference to any agreement or document includes a reference to that agreement or document as amended, novated, supplemented or amended from time to time;

(d) any words denoting the singular include the plural and words denoting the plural include the singular;

(e) where any word or phrase is given a definite meaning in these Rules, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(f) the word “includes” in any form is not a word of limitation; and

(g) any determination, decision or exercise of power, by the Board will be at its absolute discretion.

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Deterra ROYALTIES

Deterra Royalties Limited
ABN 88 641 743 348

Need assistance?

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

Online:
www.investorcentre.com/contact

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DRRRM
MR RETURN SAMPLE
123 SAMPLE STREET
SAMPLE SURBURB
SAMPLETOWN VIC 3030

YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **2:00pm (AWST) on Tuesday, 22 October 2024.**

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: XX

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: 999999

PIN: 99999

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.

MR RETURN SAMPLE
123 SAMPLE STREET
SAMPLE SURBURB
SAMPLETOWN VIC 3030

☐ **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.

I IND

Proxy Form

Please mark ☒ to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of Deterra Royalties Limited 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 Annual General Meeting of Deterra Royalties Limited to be held at Level 1, 140 St Georges Terrace, Perth, WA 6000 on Thursday, 24 October 2024 at 2:00pm (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 1 and 4 (except where I/we have indicated a different voting intention in step 2) even though Resolutions 1 and 4 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 1 and 4 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 1	Adoption of Remuneration Report	☐	☐	☐
Resolution 2	Re-election of Director – Jennifer Seabrook	☐	☐	☐
Resolution 3	Re-election of Director – Adele Stratton	☐	☐	☐
Resolution 4	Grant of Securities to Managing Director and Chief Executive Officer	☐	☐	☐

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

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