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15 September 2026

Company Announcements Office
ASX Limited
Exchange Centre
20 Bridge Street
SYDNEY NSW 2001

Dear Sir/Madam

**ANNUAL GENERAL MEETING 2026 – NOTICE OF MEETING**

Imdex Limited (ASX:IMD) will be holding its 2026 Annual General Meeting at 11.00am (WST) on 16 October 2026 (Meeting).

Attached are copies of the following documents in relation to the Meeting:

- Letter to Shareholders regarding the Notice of Annual General Meeting 2026;
- Notice of Annual General Meeting 2026; and
- Proxy Form.

Yours faithfully
**Imdex Limited**

**Michael Tomasz**
Company Secretary

**This announcement has been approved for lodgement by the IMDEX Board of Directors**

**ABOUT IMDEX**

IMDEX is a leading global Mining-Tech company, which enables successful and cost-effective operations from exploration to production. The ASX listed company develops cloud-connected sensors and drilling optimisation products to improve the process of identifying and extracting mineral resources for drilling contractors and resource companies globally. IMDEX's unique end-to-end solutions for the mining value chain integrate its leading AMC™ and REFLEX™ brands. Together they enable clients to drill faster and smarter, obtain accurate subsurface data and receive critical information in real-time.

**For further information visit www.imdex.com**

**Investor Contact Details**

Ben Laffrey, Head of Group Finance & Investor Relations
Mobile: +61 (0) 459 857 205
Email: ben.laffrey@imdexlimited.com

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15 September 2026

Dear Shareholder

**Annual General Meeting – Notice and Proxy Form**

This letter is to notify you that IMDEX Ltd (ASX: IMD) (the **Company**) will hold its Annual General Meeting (**Meeting**) at the Company's offices at 216 Balcatta Rd, Balcatta, Western Australia, on Friday, 16 October 2026 at 11:00am (AWST).

In accordance with the *Corporations Act 2001* (Cth), the Company will not be dispatching physical copies of the Notice of Annual General Meeting (**Notice**). Instead, a copy of the Notice will be available under the "ASX Announcements" section of the Company's website at ASX Announcements and on the Company's ASX Market Announcements page.

As you have not elected to receive notices by email, your personalised Proxy Form is enclosed. **Shareholders are encouraged to lodge their proxies online via the Company's share registry or otherwise in accordance with the instructions set out in the Proxy Form and the Notice**.

Your proxy voting instruction must be received by 11:00am (AWST) on 14 October 2026, being no later than 48 hours before the commencement of the Meeting. Any proxy voting instructions received after that time will not be valid for the Meeting.

The Notice is important and should be read in its entirety. If you are in doubt as to the course of action you should take, you should consult your financial adviser or other professional adviser. If you have any difficulty obtaining a copy of the Notice, please contact the Company's Share Registry, Automic, on 1300 288 664 within Australia, +61 (2) 9698 5414 from overseas, or visit Automic's website www.automicgroup.com.au.

Yours sincerely

**Michael Tomasz**
Company Secretary

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# 2026 Notice of Annual General Meeting



11.00am (AWST) on Friday, 16 October 2026
216 Balcatta Rd, Balcatta, Western Australia

# Notice of Annual General Meeting

**Notice is given that an Annual General Meeting of Shareholders of Imdex Ltd will be held at 216 Balcatta Rd, Balcatta, Western Australia on Friday, 16 October 2026 commencing at 11.00am (AWST) for the purposes of transacting the following business referred to in this Notice.**

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## ITEMS OF BUSINESS

### 1. Financial Statements

To receive and consider the financial report of the Company for the year ended 30 June 2026, together with the Directors' Report and Auditor's Report as set out in the Annual Report.

### 2. Resolution 1 – Re-election of Ms Tracey Arlaud

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

> *"That, for the purposes of ASX Listing Rules 14.4 and 14.5, Rule 6.1(f) of the Constitution, and for all other purposes, Ms Tracey Arlaud, who retires from the office of Director at the end of the Meeting, and being eligible, offers herself for re-election, is re-elected as a Director."*

### 3. Resolution 2 – Remuneration Report

To consider and, if thought fit, to pass with or without amendment, the following Resolution as a **non-binding resolution:**

> *"That, for the purposes of section 250R(2) of the Corporations Act and all other purposes, the Directors' and Key Management Personnel Remuneration Report for the year ended 30 June 2026 be adopted."*

**Note:** The vote on this Resolution 2 is advisory only and does not bind the Directors or the Company. Shareholders are encouraged to read the Explanatory Statement for further details on the consequences of voting on this Resolution.

**Voting restriction pursuant to section 250R of the Corporations Act**

*A vote on this Resolution 2 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 ("KMP") details of whose remuneration are included in the Remuneration Report; and*
b. *a Closely Related Party of such a member.*

*However, the above persons may cast a vote on Resolution 2 if:*

a. *the person does so as a proxy; and*
b. *the vote is not cast on behalf of a member of the KMP, details of whose remuneration are included in the Remuneration Report, or a Closely Related Party of such a member; and*
c. *either:*
    1. *the voter is appointed as a proxy by writing that specifies the way the proxy is to vote on the Resolution; or*
    2. *the voter is the Chair of the Meeting and the appointment of the Chair as proxy:*
        A. *does not specify the way the proxy is to vote on the Resolution; and*
        B. *expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the KMP for the Company or, if the Company is part of a consolidated entity, for the entity.*

**Voting intention of Chair**

*Shareholders should note that the Chair intends to vote any undirected proxies in favour of the Resolutions the subject of this Meeting, including Resolution 2, subject to compliance with the Corporations Act. In exceptional circumstances, the Chair of the Meeting may change his voting intention on any Resolution, in which case an ASX announcement will be made. Further details, in relation to the ability of the Chair to vote on undirected proxies are set out in the accompanying Proxy Form.*

### 4. Resolution 3 – Issue of LTI Performance Rights to Mr Paul House under the Employee Rights Plan

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

> *"That, for the purposes of Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue up to 438,984 LTI Performance Rights under the Employee Rights Plan, to Mr Paul House, the Managing Director and CEO of the Company, for no cash consideration on the terms set out in the accompanying Explanatory Statement (including Annexures A and B to the Explanatory Statement)."*

**Voting Exclusion Statement**

*The Company will disregard any votes cast in favour of this Resolution 3 by or on behalf of:*

a. *Mr Paul House and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Employee Rights Plan; or*
b. *any Associate of that person or persons.*

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

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

b. *the Chair 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*

c. *a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:*

   1. *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*

   2. *the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.*

*Further:*

a. *any member of the KMP for the Company; or*

b. *a Closely Related Party of such a member,*

*who is appointed as a Shareholder's proxy, on the basis of that appointment, will not vote on Resolution 3 where the Shareholder does not specify in writing the way the proxy is to vote on the Resolution.*

*However, the Company need not disregard a vote on this Resolution 3 if it is cast by the Chair of the Meeting as proxy for a person who is entitled to vote and the appointment of proxy expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the KMP for the Company.*

**Voting intention of Chair**

*Shareholders should note that the Chair intends to vote any undirected proxies in favour of the Resolutions the subject of this Meeting, including Resolution 3, subject to compliance with the Corporations Act. In exceptional circumstances, the Chair of the Meeting may change his voting intention on any Resolution, in which case an ASX announcement will be made. Further details, in relation to the ability of the Chair to vote on undirected proxies are set out in the accompanying Proxy Form.*

## 5. Resolution 4 – Potential termination benefits to Mr Paul House in relation to LTI Performance Rights

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

> *"That, subject to Resolution 3 being passed, for the purposes of sections 200B and 200E of the Corporations Act, and for all other purposes, the potential termination benefits in relation to the LTI Performance Rights described in the Explanatory Statement (including Annexures A and B to the Explanatory Statement) which may become payable to Mr Paul House, be approved."*

**Voting Exclusion Statement**

*The Company will disregard any votes cast in favour of this Resolution 4 by or on behalf of:*

a. *Mr Paul House and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Employee Rights Plan; or*

b. *any Associate of that person or persons.*

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

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

b. *the Chair 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*

c. *a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:*

   1. *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*

   2. *the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.*

*Further:*

a. *any member of the KMP for the Company; or*

b. *a Closely Related Party of such a member,*

*who is appointed as a Shareholder's proxy, on the basis of that appointment, will not vote on Resolution 4 where the Shareholder does not specify in writing the way the proxy is to vote on the Resolution.*

*However, the Company need not disregard a vote on this Resolution 4 if it is cast by the Chair of the Meeting as proxy for a person who is entitled to vote and the appointment of proxy expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the KMP for the Company.*

**Voting intention of Chair**

*Shareholders should note that the Chair intends to vote any undirected proxies in favour of the Resolutions the subject of this Meeting, including Resolution 4, subject to compliance with the Corporations Act. In exceptional circumstances, the Chair of the Meeting may change his voting intention on any Resolution, in which case an ASX announcement will be made. Further details, in relation to the ability of the Chair to vote on undirected proxies are set out in the accompanying Proxy Form.*

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## 6. Resolution 5 – Issue of Deferred STI Performance Rights to Mr Paul House

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

*"That, for the purposes of Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of up to 103,320 Deferred STI Performance Rights to Mr Paul House, the Managing Director and CEO of the Company, as the deferred component of his FY26 short-term incentive award for no cash consideration on the terms set out in the accompanying Explanatory Statement (including Annexure C to the Explanatory Statement)."*

**Voting Exclusion Statement**

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

a. *Mr House, being the person who is to receive the securities in question and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company), or his nominee(s); or*

b. *an Associate of that person.*

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

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

b. *the Chair 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*

c. *a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:*

   1. *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*

   2. *the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.*

*Further, a Restricted Voter who is appointed as a proxy will not vote on the Resolution unless:*

a. *the appointment specifies the way the proxy is to vote on the Resolution; or*

b. *the proxy is the Chair of the Meeting and the appointment expressly authorises the Chair to exercise the proxy even though the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.*

**Voting intention of Chair**

*Shareholders should note that the Chair intends to vote any undirected proxies in favour of the Resolutions the subject of this Meeting, including Resolution 5, subject to compliance with the Corporations Act. In exceptional circumstances, the Chair of the Meeting may change his voting intention on any Resolution, in which case an ASX announcement will be made. Further details, in relation to the ability of the Chair to vote on undirected proxies are set out in the accompanying Proxy Form.*

## 7. Resolution 6 – Appointment of Auditor

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

*"That, for the purposes of section 327B(1) of the Corporations Act and for all other purposes, PricewaterhouseCoopers, having been nominated by a Shareholder and consented in writing to act as auditor of the Company, be appointed as auditor of the Company effective from the date of this Meeting."*

## 8. Resolution 7 – Increase to Non-Executive Directors' Fee Pool

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

*"That, for the purposes of ASX Listing Rule 10.17, Rule 6.3(a) of the Constitution and for all other purposes, the total maximum aggregate Directors' fees payable to Non-Executive Directors be increased from $1,100,000 per annum to $1,600,000 per annum."*

**Voting Exclusion Statement**

*The Company will disregard any votes cast in favour of this Resolution 7 by or on behalf of:*

a. *a Director of the Company (or, in the case of a trust, a director of the responsible entity of the trust); or*

b. *an Associate of those persons.*

*However, the Company need not disregard a vote if it is cast by:*

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

b. *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*

c. *a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:*

   1. *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*

   2. *the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.*

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*Further:*

a. *any member of the KMP for the Company (or, if the Company is a consolidated entity, for the entity); or*

b. *a Closely Related Party of such KMP,*

*who is appointed as a Shareholder's proxy, on the basis of that appointment, will not vote on Resolution 7 where the Shareholder does not specify in writing the way the proxy is to vote on the Resolution.*

*However, the Company need not disregard a vote on this Resolution 7 if it is cast by the Chair of the Meeting as proxy for a person who is entitled to vote, and the appointment of proxy expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the KMP for the Company.*

**Voting intention of Chair**

*Shareholders should note that the Chair intends to vote any undirected proxies in favour of the Resolutions the subject of this Meeting, including Resolution 7, subject to compliance with the Corporations Act. In exceptional circumstances, the Chair of the Meeting may change his voting intention on any Resolution, in which case an ASX announcement will be made. Further details, in relation to the ability of the Chair to vote on undirected proxies are set out in the accompanying Proxy Form.*

## 9. Resolution 8 – Issue of Share Rights in lieu of fees to Mr Anthony Wooles or his nominee(s)

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

> *"That, for the purposes of Listing Rule 10.14 and for all other purposes, the Directors are authorised to issue Share Rights to Mr Wooles or his nominee(s) in lieu of up to 50% of his base cash remuneration for each of the financial years ending 30 June 2027, 30 June 2028 and 30 June 2029 on the terms and conditions set out in the Explanatory Statement (including Annexures E and F to the Explanatory Statement)."*

**Voting Exclusion Statement**

*The Company will disregard any votes cast in favour of this Resolution 8 by or on behalf of:*

a. *Mr Wooles and his nominee(s), and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question; or*

b. *any Associate of those persons.*

*However, the Company need not disregard a vote if it is cast by:*

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

b. *the Chair 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*

c. *a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:*

   1. *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*

   2. *the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.*

*Further:*

a. *any member of the KMP for the Company (or, if the Company is a consolidated entity, for the entity); or*

b. *a Closely Related Party of such KMP,*

*who is appointed as a Shareholder's proxy, on the basis of that appointment, will not vote on Resolution 8 where the Shareholder does not specify in writing the way the proxy is to vote on the Resolution.*

*However, the Company need not disregard a vote on this Resolution 8 if it is cast by the Chair of the Meeting as proxy for a person who is entitled to vote, and the appointment of proxy expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the KMP for the Company.*

**Voting intention of Chair**

*Shareholders should note that the Chair intends to vote any undirected proxies in favour of the Resolutions the subject of this Meeting, including Resolution 8, subject to compliance with the Corporations Act. In exceptional circumstances, the Chair of the Meeting may change his voting intention on any Resolution, in which case an ASX announcement will be made. Further details, in relation to the ability of the Chair to vote on undirected proxies are set out in the accompanying Proxy Form.*

## 10. Resolution 9 – Issue of Share Rights in lieu of fees to Ms Sally-Anne Layman or her nominee(s)

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

> *"That, for the purposes of Listing Rule 10.14 and for all other purposes, the Directors are authorised to issue Share Rights to Ms Layman or her nominee(s) in lieu of up to 50% of her base cash remuneration for each of the financial years ending 30 June 2027, 30 June 2028 and 30 June 2029 on the terms and conditions set out in the Explanatory Statement (including Annexures E and F to the Explanatory Statement)."*

**Voting Exclusion Statement**

*The Company will disregard any votes cast in favour of this Resolution 9 by or on behalf of:*

a. *Ms Layman and her nominee(s), and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question; or*

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b. *any Associate of those persons.*

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

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

b. *the Chair 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*

c. *a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:*

1. *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*
2. *the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.*

*Further:*

a. *any member of the KMP for the Company (or, if the Company is a consolidated entity, for the entity); or*

b. *a Closely Related Party of such KMP,*

*who is appointed as a Shareholder's proxy, on the basis of that appointment, will not vote on Resolution 9 where the Shareholder does not specify in writing the way the proxy is to vote on the Resolution.*

*However, the Company need not disregard a vote on this Resolution 9 if it is cast by the Chair of the Meeting as proxy for a person who is entitled to vote, and the appointment of proxy expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the KMP for the Company.*

**Voting intention of Chair**

*Shareholders should note that the Chair intends to vote any undirected proxies in favour of the Resolutions the subject of this Meeting, including Resolution 9, subject to compliance with the Corporations Act. In exceptional circumstances, the Chair of the Meeting may change his voting intention on any Resolution, in which case an ASX announcement will be made. Further details, in relation to the ability of the Chair to vote on undirected proxies are set out in the accompanying Proxy Form.*

## 11. Resolution 10 – Issue of Share Rights in lieu of fees to Ms Tracey Arlaud or her nominee(s)

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

> *"That, for the purposes of Listing Rule 10.14 and for all other purposes, the Directors are authorised to issue Share Rights to Ms Arlaud or her nominee(s) in lieu of up to 50% of her base cash remuneration for each of the financial years ending 30 June 2027, 30 June 2028 and 30 June 2029 on the terms and conditions set out in the Explanatory Statement (including Annexures E and F to the Explanatory Statement)."*

**Voting Exclusion Statement**

*The Company will disregard any votes cast in favour of this Resolution 10 by or on behalf of:*

a. *Ms Arlaud and her nominee(s), and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question; or*

b. *any Associate of those persons.*

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

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

b. *the Chair 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*

c. *a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:*

1. *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*
2. *the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.*

*Further:*

a. *any member of the KMP for the Company (or, if the Company is a consolidated entity, for the entity); or*

b. *a Closely Related Party of such KMP,*

*who is appointed as a Shareholder's proxy, on the basis of that appointment, will not vote on Resolution 10 where the Shareholder does not specify in writing the way the proxy is to vote on the Resolution.*

*However, the Company need not disregard a vote on this Resolution 10 if it is cast by the Chair of the Meeting as proxy for a person who is entitled to vote, and the appointment of proxy expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the KMP for the Company.*

**Voting intention of Chair**

*Shareholders should note that the Chair intends to vote any undirected proxies in favour of the Resolutions the subject of this Meeting, including Resolution 10, subject to compliance with the Corporations Act. In exceptional circumstances, the Chair of the Meeting may change his voting intention on any Resolution, in which case an ASX announcement will be made. Further details, in relation to the ability of the Chair to vote on undirected proxies are set out in the accompanying Proxy Form.*

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## 12. Resolution 11 – Issue of Share Rights in lieu of fees to Mr Uwa Airhiavbere or his nominee(s)

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

> *"That, for the purposes of Listing Rule 10.14 and for all other purposes, the Directors are authorised to issue Share Rights to Mr Airhiavbere or his nominee(s) in lieu of up to 50% of his base cash remuneration for each of the financial years ending 30 June 2027, 30 June 2028 and 30 June 2029 on the terms and conditions set out in the Explanatory Statement (including Annexures E and F to the Explanatory Statement)."*

**Voting Exclusion Statement**

*The Company will disregard any votes cast in favour of this Resolution 11 by or on behalf of:*

a. *Mr Airhiavbere and his nominee(s), and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question; or*

b. *any Associate of those persons.*

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

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

b. *the Chair 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*

c. *a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:*

    1. *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*

    2. *the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.*

*Further:*

a. *any member of the KMP for the Company (or, if the Company is a consolidated entity, for the entity); or*

b. *a Closely Related Party of such KMP,*

*who is appointed as a Shareholder's proxy, on the basis of that appointment, will not vote on Resolution 11 where the Shareholder does not specify in writing the way the proxy is to vote on the Resolution.*

*However, the Company need not disregard a vote on this Resolution 11 if it is cast by the Chair of the Meeting as proxy for a person who is entitled to vote, and the appointment of proxy expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the KMP for the Company.*

**Voting intention of Chair**

*Shareholders should note that the Chair intends to vote any undirected proxies in favour of the Resolutions the subject of this Meeting, including Resolution 11, subject to compliance with the Corporations Act. In exceptional circumstances, the Chair of the Meeting may change his voting intention on any Resolution, in which case an ASX announcement will be made. Further details, in relation to the ability of the Chair to vote on undirected proxies are set out in the accompanying Proxy Form.*

## 13. Resolution 12 – Issue of Share Rights in lieu of fees to Ms Tracey Horton AO or her nominee(s)

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

> *"That, for the purposes of Listing Rule 10.14 and for all other purposes, the Directors are authorised to issue Share Rights to Ms Horton or her nominee(s) in lieu of up to 50% of her base cash remuneration for each of the financial years ending 30 June 2027, 30 June 2028 and 30 June 2029 on the terms and conditions set out in the Explanatory Statement (including Annexures E and F to the Explanatory Statement)."*

**Voting Exclusion Statement**

*The Company will disregard any votes cast in favour of this Resolution 12 by or on behalf of:*

a. *Ms Horton and her nominee(s), and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question; or*

b. *any Associate of those persons.*

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

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

b. *the Chair 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*

c. *a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:*

    1. *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*

    2. *the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.*

*Further:*

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a. *any member of the KMP for the Company (or, if the Company is a consolidated entity, for the entity); or*

b. *a Closely Related Party of such KMP,*

*who is appointed as a Shareholder's proxy, on the basis of that appointment, will not vote on Resolution 12 where the Shareholder does not specify in writing the way the proxy is to vote on the Resolution.*

*However, the Company need not disregard a vote on this Resolution 12 if it is cast by the Chair of the Meeting as proxy for a person who is entitled to vote, and the appointment of proxy expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the KMP for the Company.*

**Voting intention of Chair**

*Shareholders should note that the Chair intends to vote any undirected proxies in favour of the Resolutions the subject of this Meeting, including Resolution 12, subject to compliance with the Corporations Act. In exceptional circumstances, the Chair of the Meeting may change his voting intention on any Resolution, in which case an ASX announcement will be made. Further details, in relation to the ability of the Chair to vote on undirected proxies are set out in the accompanying Proxy Form.*

## 14. Other business

To deal with any other business which may be brought forward in accordance with the Company's Constitution and the Corporations Act.

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# NOTES

## 1. Explanatory Statement

Shareholders are referred to the Explanatory Statement accompanying and forming part of this Notice of Annual General Meeting. Details of the definitions and abbreviations used in this Notice and the Explanatory Statement are set out in the Glossary to the Explanatory Statement.

## 2. Poll

All Resolutions will be conducted by poll.

## 3. Voting

Shareholders may vote on the Resolutions by either:

(a) attending the Meeting and voting in person, by attorney or (in the case of Shareholders who are a corporation) by corporate representative; or

(b) appointing a proxy to attend and vote on their behalf using the Proxy Form accompanying this Notice and submitting that Proxy Form in the manner set out below and in the Proxy Form.

## 4. Proxies

Please note that:

(a) a Shareholder entitled to attend and vote at the Meeting is entitled to appoint a proxy;

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

(c) a Shareholder entitled to cast two or more votes may appoint up to two proxies and may specify the proportion or number of votes each proxy is appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half of the Shareholder's votes.

## 5. Voting by Proxy

(a) A Shareholder can direct its proxy to vote for, against or abstain from voting on each Resolution by marking the appropriate box in the Voting Directions section of the Proxy Form. If a proxy holder votes, they must cast all votes as directed. Any directed proxies that are not voted will automatically default to the Chair, who must vote the proxies as directed.

(b) If the Chair is to act as your proxy in relation to the Meeting (whether by appointment or by default) and you have not given directions on how to vote by marking the appropriate box in the Voting Directions section of the Proxy Form, the Chair intends to vote all valid undirected proxies in favour of each of the Resolutions.

(c) If you are in any doubt as to how to vote, you should consult your professional adviser.

## 6. Proxy Instructions

Shareholders may lodge their completed Proxy Form by:

(a) post to: Automic Share Registry, GPO Box 5193, Sydney NSW 2001;

(b) in person to: Automic Level 5, 126 Phillip Street, Sydney NSW 2000;

(c) facsimile: +61 2 8583 3040; or

(d) email: meetings@automicgroup.com.au

The enclosed Proxy Form for the Meeting provides further details on appointing proxies and lodging the Proxy Form. Proxies must be returned to the Company by 11.00am (AWST) on 14 October 2026 to be effective. Proxies received after this time will be invalid.

## 7. Corporate Representatives

If a Shareholder is a corporation and a representative of the Shareholder is to attend the Meeting, a "Corporate Representative Certificate" should be completed and produced prior to the meeting, which must comply with section 250D of the Corporations Act. Please contact the Company's Share Registry for a pro forma certificate if required.

## 8. Shareholders Eligible to Vote

(a) Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) permits Imdex to 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 Shareholders' entitlements to vote at the Meeting.

(b) The Directors have determined that all Shares of Imdex on the register of members of the Company as at 4.00pm (AWST) on 14 October 2026 shall, for the purposes of determining voting entitlements at the Meeting, be taken to be held by the persons registered as holding the Shares at that time.

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By order of the Board of Directors

**Imdex Ltd**

**Michael Tomasz**
Company Secretary

Dated: 15 September 2026

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# EXPLANATORY STATEMENT

## Purpose of this Document

This Explanatory Statement has been prepared to assist Shareholders with their consideration of the Resolutions in the accompanying Notice of Annual General Meeting.

Certain abbreviations and other defined terms are used throughout this Explanatory Statement. Defined terms are generally identifiable by the use of an upper case first letter. Details of the definitions and abbreviations are set out in the Glossary to this Explanatory Statement.

## 1. Financial Statements

The first item of the Notice deals with the presentation of the consolidated annual financial report of the Company for the financial year ended 30 June 2026, together with the Directors' declaration and report in relation to that financial year and the Auditor's Report on the financial report. Shareholders should consider these documents and raise any matters of interest with the Directors when this item is being considered.

No resolution is required to be moved in respect of this item.

Shareholders will be given a reasonable opportunity at the Meeting to ask questions and make comments on the accounts and on the management of the Company.

The Chair will also give Shareholders a reasonable opportunity to ask the Auditor or the Auditor's representative questions relevant to:

(a) the conduct of the audit;

(b) the preparation and content of the independent audit report;

(c) the accounting policies adopted by the Company in relation to the preparation of the financial statements; and

(d) the independence of the Auditor in relation to the conduct of the audit.

The Chair will also allow a reasonable opportunity for the Auditor or their representative to answer any written questions submitted to the Auditor under section 250PA of the Corporations Act.

## 2. Resolution 1 – Re-election of Ms Tracey Arlaud as a Director

### 2.1 Background

Resolution 1 seeks approval for the re-election of Ms Tracey Arlaud as a Director with effect from the end of the Meeting.

Rule 6.1(f) of the Constitution and Listing Rule 14.4 provide that a Director must not hold office (without re-election) past the third annual general meeting following the Director's appointment or 3 years, whichever is longer.

Further, Rule 6.1(f) of the Constitution provides that at every annual general meeting one third of the Directors for the time being must retire from office and are eligible for re-election. The Directors to retire are to be those who have been longest in office since their appointment or last re-appointment.

Ms Arlaud, being a Director of the Board, retires by way of rotation in accordance with the requirements of Rule 6.1(f) of the Constitution and Listing Rule 14.4 and, being eligible, submits herself for re-election as a Director in accordance with Rule 6.1(f) of the Constitution.

If Resolution 1 is passed, Ms Arlaud will be re-elected and will continue to act as a Director. If Resolution 1 is not passed, Ms Arlaud will not be re-elected and will cease to act as a Director following the Meeting.

### 2.2 Qualifications and other material directorships

Details concerning Ms Arlaud's qualifications and experience are set out in the Annual Report. Currently, Ms Arlaud is also a director of Global Atomic Corporation (TSX: GLO), Seabridge Gold (TSX: SEA, NYSE:SA) and IGO Limited (ASX: IGO).

Ms Arlaud has confirmed that she considers she will have sufficient time to fulfil her responsibilities as a Director of the Company and does not consider that any other commitment will interfere with her availability to perform her duties as a Director of the Company.

### 2.3 Independence

The Board considers that Ms Arlaud, if re-elected, will continue to be classified as an independent Director.

### 2.4 Directors' Recommendation

The Directors (in the absence of Ms Arlaud) recommend that Shareholders vote in favour of Resolution 1 to re-

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elect Ms Arlaud as a Director.

## 3. Resolution 2 – Remuneration Report

### 3.1 Background

Included within the Annual Report is a Remuneration Report that sets out the details of the remuneration of all Directors and senior executives. In addition, it explains the Board policies in relation to the nature and level of remuneration paid to Directors, sets out remuneration details for each Director and any service agreements and sets out the details of any equity based compensation.

In accordance with section 250R(2) of the Corporations Act, the Board submits the Remuneration Report to Shareholders for their consideration and adoption by way of a non-binding resolution.

The vote on this Resolution 2 is advisory only and does not bind the Directors or the Company. Therefore, if Resolution 2 is not passed, the Directors will not be required to alter any of the arrangements in the Remuneration Report.

Under the Corporations Act, if 25% or more of votes that are cast are voted against the adoption of the Remuneration Report at two consecutive annual general meetings, the Company will be required to put a resolution to the second annual general meeting (a "spill resolution") to approve calling a general meeting (a “spill meeting”). If more than 50% of Shareholders vote in favour of the spill resolution, the Company must then convene a spill meeting within 90 days of the second annual general meeting. All of the Directors who were in office when the applicable Directors’ Report was approved, other than the Managing Director, will need to stand for re-election at the spill meeting if they wish to continue as Directors.

The Company notes that its remuneration report for the financial year ended 30 June 2025 did not receive a vote of more than 25% against its adoption at the Company’s last annual general meeting held on 16 October 2025. Accordingly, even if at least 25% of the votes cast on this Resolution are against adoption of the Remuneration Report, it will not result in the Company putting a spill resolution to Shareholders.

The Chair will give Shareholders a reasonable opportunity to ask questions about, or make comments on, the Remuneration Report.

### 3.2 Voting

As set out in the Notice, a voting restriction applies to this Resolution 2.

Shareholders are urged to carefully read the Proxy Form and provide a direction to the proxy on how to vote on this Resolution.

## 4. Resolution 3 – Issue of LTI Performance Rights to Mr Paul House

### 4.1 Background

Pursuant to Resolution 3, the Company is seeking Shareholder approval for the grant of up to 438,984 LTI Performance Rights under the ERP to Mr Paul House, the Managing Director and CEO of the Company, for no cash consideration.

The purpose of the grant of LTI Performance Rights is to provide Mr House, as the Managing Director and CEO, with a long term incentive to participate in Imdex’s growth that is directly aligned with the creation of shareholder value. The Directors consider (in the absence of Mr House) that the incentives intended for Mr House represented by the grant of these LTI Performance Rights are a cost effective and efficient means for the Company to provide a reward and an incentive, as opposed to alternative forms of payment, such as the payment of additional cash consideration.

An LTI Performance Right entitles the holder to receive one Share in the Company for no cash consideration provided that specified performance criteria (as summarised in Annexure B to this Explanatory Statement) are met.

The number of LTI Performance Rights to be granted to Mr House has been determined based upon a consideration of:

(a) Mr House’s remuneration, and the Directors’ (excluding Mr House) wish to ensure that the remuneration offered is competitive with market standards and practice;

(b) the extensive experience and reputation of Mr House within the resources industry;

(c) the current price of Shares; and

(d) the Directors’ (excluding Mr House) assessment that the issue of LTI Performance Rights upon the terms proposed will assist to incentivise and ensure continuity of service of Mr House, while maintaining the

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Company's cash reserves, and will not impose any significant opportunity costs on the Company or cause the Company to forego any significant benefits.

### 4.2 Related party transactions generally

Chapter 2E of the Corporations Act prohibits a public company from giving a financial benefit to a related party of the public company unless the giving of the financial benefit has been approved by shareholders and the benefit is given within 15 months after obtaining such approval, or the giving of the financial benefit falls within an exception set out in Chapter 2E. For the purposes of Chapter 2E of the Corporations Act, Mr House is a related party of the Company.

In relation to this Resolution, the Board (in the absence of Mr House) has formed the view that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in relation to the proposed issue of LTI Performance Rights to Mr House as the issue, which forms part of the remuneration package for Mr House, is considered reasonable remuneration for the purposes of section 211 of the Corporations Act.

### 4.3 Total FY27 remuneration package

Mr House's annual salary (excluding superannuation) and the total financial benefit to be received by him in FY27, including as a result of the grant of the LTI Performance Rights the subject of Resolution 3, are as follows:

| Annual salary | Value of LTI Performance Rights | Maximum FY27 short-term incentive opportunity | Total Financial Benefit |
|---|---|---|---|
| $1,050,000[1] | $1,811,248[2] | $1,218,000 | $4,111,748[3] |

***Note:***

1. *Mr House currently receives a base annual salary of $1,050,000 (excluding superannuation) for his role as CEO. Mr House was appointed as Managing Director with effect from 1 March 2024 but does not currently receive any fees for his role as a Director.*
2. *This is an approximate maximum value at $4.126 per LTI Performance Right, which represents the volume-weighted average price of the Company's Shares traded on ASX during the five trading days immediately preceding 1 July 2026 (being the commencement of the performance period for the LTI Performance Rights).*
3. *Inclusive of superannuation.*

### 4.4 Directors' recommendation

The Directors (in the absence of Mr House) recommend that Shareholders vote in favour of Resolution 3. Mr House declines to make a recommendation about the Resolution as he may have a material personal interest in the outcome of this particular Resolution as it relates to the proposed grant of LTI Performance Rights to him. The Board (in the absence of Mr House) is not aware of any other information that would reasonably be required by Shareholders to allow them to make a decision whether it is in the best interests of the Company to pass the Resolution.

### 4.5 Information requirements – ASX Listing Rules 10.14 and 10.15

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

(a) a Director of the Company (Listing Rule 10.14.1);

(b) an Associate of a Director of the Company (Listing Rule 10.14.2); or

(c) a person whose 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 proposed grant of LTI Performance Rights to Mr House pursuant to Resolution 3 falls within Listing Rule 10.14.1 and therefore requires the approval of Shareholders under ASX Listing Rule 10.14.

If this Resolution is passed, the Company will grant up to a total of 438,984 LTI Performance Rights to Mr House, as noted above.

If this Resolution is not passed, the Company will not grant up to a total of 438,984 LTI Performance Rights to Mr House and the Company may need to consider alternative ways to remunerate Mr House, including by the payment of cash.

The following further information is provided to Shareholders for the purposes of ASX Listing Rule 10.15:

(a) the LTI Performance Rights will be granted to Mr House, as noted above;

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(b) Mr House is a Listing Rule 10.14.1 party by reason of being a Director of the Company;

(c) up to 438,984 LTI Performance Rights will be granted to Mr House;

(d) Mr House is a Director of the Company, and the issue of LTI Performance Rights the subject of this Resolution is intended to remunerate Mr House, whose current total remuneration package is set out above;

(e) a total of 932,373 Equity Securities (all such Equity Securities being LTI Performance Rights) have been issued to Mr House for nil cash consideration pursuant to the ERP, as approved by Shareholders at Imdex's 2024 annual general meeting;

(f) a summary of the terms and conditions of the LTI Performance Rights are set out in Annexure B to this Explanatory Statement;

(g) the Company has selected to issue LTI Performance Rights to Mr House because it considers that doing so is a cost effective and efficient means for the Company to provide a reward and an incentive to Mr House to deliver on specified performance outcomes;

(h) as noted above, the Company has valued the LTI Performance Rights at $4.126 each, which represents the volume-weighted average price of the Company's Shares traded on ASX during the five trading days immediately preceding 1 July 2026 (being the commencement of the performance period for the LTI Performance Rights);

(i) the LTI Performance Rights will be granted on a date which will be no later than 3 years after the date of this Meeting, unless otherwise extended by way of ASX granting a waiver to the Listing Rules;

(j) the LTI Performance Rights will be granted for no cash consideration;

(k) a summary of the material terms of the ERP under which the LTI Performance Rights have been offered is set out in Annexure A to this Explanatory Statement;

(l) details of any LTI Performance Rights issued under the ERP will be published in each annual report of the Company relating to the period in which the LTI Performance Rights were issued and, where applicable, it will be noted that approval for the issue of the LTI Performance Rights was obtained under ASX Listing Rule 10.14;

(m) any additional persons covered by ASX Listing Rule 10.14 who become entitled to participate in the issue of Awards under the ERP after this Resolution is approved and who are not named in this Notice will not participate until approval is obtained under ASX Listing Rule 10.14; and

(n) no loan will be provided to Mr House by the Company in connection with the issue of the LTI Performance Rights.

### 4.6 Voting

As set out in the Notice, a voting exclusion and a voting restriction apply to this Resolution.

Shareholders are urged to carefully read the Proxy Form and provide a direction to the proxy on how to vote on the Resolution.

## 5. Resolution 4 - Potential termination benefits to Mr Paul House in relation to LTI Performance Rights

### 5.1 Background

Subject to the passing of Resolution 3, up to 438,984 LTI Performance Rights are proposed to be granted to Mr Paul House. A summary of the material terms of LTI Performance Rights is set out in Annexure B to this Explanatory Statement, and a summary of the material terms of the ERP pursuant to which those LTI Performance Rights are offered is set out in Annexure A to this Explanatory Statement.

The terms of the LTI Performance Rights and the ERP pursuant to which they are offered include potential termination benefits which may become payable to Mr House in connection with Mr House ceasing employment with the Company, or his appointment as a Director of the Company. This Resolution 4 seeks Shareholder approval for the giving of those potential termination benefits for all purposes of Part 2D.2 of the Corporations Act as set out in this Explanatory Statement.

If Resolution 3 is not passed, then this Resolution will have no effect.

### 5.2 Potential termination benefits payable

The terms of the LTI Performance Rights (and the ERP pursuant to which they are offered) allow for the Board to exercise discretion in the following circumstances:

(a) where Mr House ceases employment and is classified as a 'Good Leaver', discretion to determine that a

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number of unvested LTI Performance Rights may remain on foot in accordance with the Company's Good Leaver policy (being a pro-rata basis (based on time elapsed) under the terms of the ERP); and

(b) where Mr House ceases employment in other circumstances, general discretion to deal with the unvested LTI Performance Rights.

The benefits noted above are in addition to statutory entitlements, any payment in lieu of notice and accrued contractual entitlements, comprised of any outstanding remuneration and any accrued leave entitlements as at the date of termination.

**5.3 Sections 200B and 200E of the Corporations Act**

Part 2D.2 of the Corporations Act restricts the benefits that can be given to persons who hold a "managerial or executive office" (as defined in the Corporations Act), or persons who have in the 3 years before their termination held a managerial or executive office, on leaving their employment with the Company or ceasing to be appointed as a director of the Company or any of its related bodies corporate, unless an exception applies.

Section 200B of the Corporations Act applies to managerial or executive officers of the Company or any of its subsidiaries, which will include Mr House.

Under section 200B of the Corporations Act, a company may only give a person a benefit in connection with their ceasing to hold a managerial or executive office in the company or a related body corporate if it is approved by shareholders under section 200E of the Corporations Act or another exemption applies.

The term "benefit" has a wide operation and would include the exercise of Board discretion in the circumstances noted above upon termination or cessation of employment in accordance with their terms (including the terms of the employee incentive scheme under which they are offered).

Accordingly, Shareholder approval is sought for the purposes of section 200E of the Corporations Act to allow the Company to deal with the LTI Performance Rights upon termination or cessation of Mr House's employment or appointment as a Director in accordance with the terms and conditions of the LTI Performance Rights (and the ERP pursuant to which they are offered), where to do so would involve giving a "benefit" to Mr House in connection with Mr House ceasing to hold a managerial or executive office.

The approval is sought in relation to the LTI Performance Rights proposed to be granted to Mr House under Resolution 3.

The value of any benefit relating to the LTI Performance Rights given in connection with Mr House ceasing to hold managerial or executive office cannot presently be ascertained. However, matters, events and circumstances that will, or are likely to, affect the calculation of that value are:

(a) the number of LTI Performance Rights held by Mr House prior to termination or cessation of his employment;

(b) Mr House's length of service and the status of the vesting conditions attaching to the LTI Performance Rights at the time his employment or office ceases;

(c) whether the vesting conditions are waived or (if not waived) met, and the number of LTI Performance Rights (which could be a portion of or all of the LTI Performance Rights held by Mr House); and

(d) the market price of the Company's Shares on ASX on the date Shares are issued to Mr House upon exercise of the LTI Performance Rights.

**5.4 Consequences of passing the Resolution**

If Resolution 4 is passed, the Company will be able to give termination benefits to Mr House in connection with Mr House ceasing to hold his managerial or executive office in accordance with the rules of the LTI Performance Rights (and the ERP pursuant to which they are offered).

If Resolution 4 is not passed, the Company will not be able to give termination benefits to Mr House unless the Company obtains future Shareholder approval under section 200E of the Corporations Act for the giving of the particular termination benefit or another exemption to the restriction in section 200B of the Corporations Act applies.

The Chair intends to vote all available proxies in favour of this Resolution.

**5.5 Directors' Recommendation**

The Board (in the absence of Mr House) recommends that Shareholders vote in favour of Resolution 4.

**5.6 Voting**

As set out in the Notice, a voting exclusion and a voting restriction apply to this Resolution.

Shareholders are urged to carefully read the Proxy Form and provide a direction to the proxy on how to vote on

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the Resolution.

## 6. Resolution 5 – Issue of Deferred STI Performance Rights to Mr Paul House

### 6.1 Background

The Company operates an annual short-term incentive (STI) program that is available to the Company's Executives subject to the attainment of clearly defined Company and individual financial and non-financial measures.

Actual STI payments awarded to each Executive depend on the extent to which performance criteria set at the beginning of the financial year are met. Half of any STI award is paid in cash and half is delivered as deferred Performance Rights which may vest on 1 July the following year subject to the Executive's continued employment.

The Company's Executive group includes Managing Director and Chief Executive Officer, Mr Paul House.

As set out in the Company's Annual Report, Mr House is eligible to receive 116% of the maximum STI offered for the financial year ended 30 June 2026. Half of this will be paid in cash, and half will be awarded in deferred Performance Rights. The award of up to 103,320 Deferred STI Performance Rights to Mr House in satisfaction of the deferred component of his FY26 STI award is subject to Shareholder approval.

### 6.2 ASX Listing Rules 10.11

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

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

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

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

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

(e) a person whose relationship with the Company or a person referred to in Listing Rules 10.11.1 to 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by Shareholders (Listing Rule 10.11.5),

unless it obtains the approval of its Shareholders.

The proposed issue of Deferred STI Performance Rights to Mr House falls within Listing Rule 10.11.1 and does not fall within any of the exceptions in Listing Rule 10.12. It therefore requires the approval of Shareholders under Listing Rule 10.11.

### 6.3 Related Party Transactions Generally

Chapter 2E of the Corporations Act prohibits a public company from giving a financial benefit to a related party of the public company unless either:

(a) the giving of the financial benefits falls within one of the nominated exceptions to the provision; or

(b) Shareholder approval is obtained prior to the giving of the financial benefit and the benefit is given within 15 months after obtaining such approval.

For the purposes of Chapter 2E of the Corporations Act, Mr House is a related party of the Company. This Resolution relates to the proposed issue of Deferred STI Performance Rights to Mr House, which is a financial benefit that requires Shareholder approval for the purposes of section 208 of the Corporations Act.

Under section 208 of the Corporations Act, for a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

(a) obtain the approval of the public company's members; and

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

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

Shareholder approval is not being sought for the purposes of section 208 of the Corporations Act on the basis that the benefit is considered by the Board (in the absence of Mr House) to constitute reasonable remuneration and, therefore, the exception in section 211 of the Corporations Act applies. Section 211 provides that Shareholder approval is not required for the purposes of section 208 in circumstances where the benefit constitutes remuneration which would be reasonable given the Company's and the related party's circumstances.

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Having considered the Company's circumstances, Mr House's position with the Company and the Company's STI program which applies to all of its Executives, the Board considers that the financial benefit conferred by the issue of Deferred STI Performance Rights to Mr House is reasonable in the circumstances and therefore the exception in section 211 applies.

### 6.4 Directors' recommendation

The Directors (in the absence of Mr House) recommend that Shareholders vote in favour of this Resolution.

Mr House declines to make a recommendation about this Resolution as he may have a material personal interest in the outcome of the Resolution.

The Directors (in the absence of Mr House) are not aware of any other information that would reasonably be required by the Shareholders to allow them to make a decision whether it is in the best interests of the Company to pass this Resolution.

### 6.5 Information Requirements - Listing Rules 10.11 and 10.13

This Resolution seeks Shareholder approval for the purposes of Listing Rule 10.11 and for all other purposes to allow the Company to issue up to 103,320 Deferred STI Performance Rights to Mr House.

If this Resolution is passed, the Company will be able to proceed with the issue of Deferred STI Performance Rights to Mr House in satisfaction of the deferred component of Mr House's FY26 STI award.

If this Resolution is not passed, the Company will not be able to proceed with the issue of Deferred STI Performance Rights to Mr House and will instead make a cash payment of $426,298.32 to Mr House in satisfaction of the 50% deferred component of his FY26 STI award. This cash payment will not carry the same condition of continued employment by Mr House that the Deferred STI Performance Rights will.

The following further information is provided to Shareholders for the purposes of Listing Rule 10.13:

(a) the Deferred STI Performance Rights will be issued to Mr House as noted above;

(b) Mr House is a Director, and therefore a Listing Rule 10.11.1 party;

(c) up to 103,320 Deferred STI Performance Rights will be issued to Mr House;

(d) the terms and conditions of the Deferred STI Performance Rights are set out in Annexure C to this Explanatory Statement;

(e) the Deferred STI Performance Rights will be issued on a date which will be no later than 1 month after the date of this Meeting, unless otherwise extended by way of ASX granting a waiver to the Listing Rules;

(f) the Deferred STI Performance Rights will be issued for no cash consideration, in satisfaction of the 50% deferred component of Mr House's FY26 STI award; and

(g) Mr House is a Director of the Company and, as such, is a related party of the Company, and the issue the subject of this Resolution is intended to remunerate or incentivise Mr House, whose current total remuneration package is set out in section 4.3 above.

If approval is given for the grant of the Deferred STI Performance Rights under Listing Rule 10.11, approval is not required under Listing Rule 7.1.

### 6.6 Voting

As set out in the Notice, a voting exclusion and a voting restriction apply to this Resolution.

Shareholders are urged to carefully read the Proxy Form and provide a direction to the proxy on how to vote on the Resolution.

## 7. Resolution 6 – Appointment of Auditor

Deloitte Touche Tohmatsu has given the Company notice of its resignation as the Company's auditor. This resignation is conditional on ASIC granting its consent in accordance with section 329(5)(b) of the Corporations Act which, as at the date of this Notice, has not yet been received.

If the ASIC process is not yet finalised with the ASIC consent received prior to the Meeting, Deloitte Touche Tohmatsu's resignation as the Company's auditor will not yet have become effective as at the date of the Meeting and Resolution 6 will be withdrawn.

If Deloitte Touche Tohmatsu's resignation as the Company's auditor becomes effective prior to the date of the Meeting, the Company intends to appoint PricewaterhouseCoopers (PwC) to fill the resulting casual vacancy in accordance with section 327C(1) of the Corporations Act. PwC would then hold office until the Meeting, at which it must be re-appointed.

In accordance with section 328B(1) of the Corporations Act, the Company has received written notice from a

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Shareholder nominating PwC for appointment as the Company's auditor. A copy of the notice is attached as Annexure D.

PwC has provided its written consent to act as the Company's auditor. Resolution 6 seeks Shareholder approval under section 327B(1) of the Corporations Act to appoint PwC as the Company's auditor at the Annual General Meeting.

## 8. Resolution 7 – Increase to Non-Executive Directors' Fee Pool

### 8.1 Background

Resolution 7 seeks Shareholder approval for the Company to be authorised to increase the maximum total aggregate amount of Directors' fees payable to Non-Executive Directors from $1,100,000 per annum to an aggregate amount of $1,600,000 per annum.

ASX Listing Rule 10.17 and Rule 6.3(a) of the Constitution require that Shareholder approval is obtained to establish the maximum amount of remuneration payable to Non-Executive Directors.

For the purposes of the ASX Listing Rules, "directors' fees" includes committee fees, superannuation contributions and fees which a director sacrifices for other benefits, but does not include reimbursement of genuine out-of-pocket expenses, genuine "special exertion" fees or securities issued to Non-Executive Directors with approval of Shareholders in accordance with the ASX Listing Rules.

In accordance with the Constitution the Board may determine the proportions in which the total aggregate amount for Non-Executive Director remuneration is to be divided between the Non-Executive Directors for remuneration for their services as directors.

The maximum aggregate fees payable to Non-Executive Directors have not been increased since 17 October 2024.

The Board considers that it is reasonable and appropriate at this time to seek an increase in the remuneration pool for Non-Executive Directors to account for inflationary increases as well as any additional Board members who may be appointed as part of the Company's ongoing expansion. The Board does not presently intend to fully utilise the proposed increased maximum amount in the immediate future. However, the Company wishes to retain sufficient flexibility to enable the Board to appoint and remunerate appropriately qualified persons to the Board as and when required without the need to hold a further general meeting.

If this Resolution is passed, the maximum aggregate amount of fees that may be paid to all of the Company's Non-Executive Directors will be $1,600,000 per annum. This does not mean that the Company must utilise the entire maximum amount approved for Non-Executive Directors' fees in each year.

If this Resolution is not passed, the Company will not be permitted to pay fees to its Non-Executive Directors which exceed the aggregate amount of directors' fees already approved by Shareholders at the Company's 2024 annual general meeting (that is, $1,100,000 per annum).

The remuneration of each Non-Executive Director for the year ended 30 June 2026 is detailed in the Remuneration Report in the Company's Annual Report.

### 8.2 Information required under Listing Rule 10.17

The Company provides the following information as required under Listing Rule 10.17:

(a) the amount of the proposed increase is $500,000 per annum;

(b) the maximum aggregate amount of Non-Executive Directors' fees if this Resolution is passed will be $1,600,000 per annum; and

(c) No Equity Securities have been issued to persons who have held the role of Non-Executive Director at any time during the past 3 years under Listing Rule 10.11 or Listing Rule 10.14.

Note that a voting exclusion applies to this Resolution in the terms set out in the Notice.

Shareholders are urged to carefully read the Proxy Form and provide a direction to the proxy on how to vote on this Resolution.

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## 9. Resolution 8 to 12 (inclusive) – Issue of Share Rights in lieu of fees to the Non-Executive Directors or their respective nominees

### 9.1 Background

The Company has implemented a salary sacrifice program for its Non-Executive Directors pursuant to which each Non-Executive Director will sacrifice at least 10% of their fees for each of the financial years ending 30 June 2027, 30 June 2028 and 30 June 2029 in return for Share Rights under the Company's NED Share Rights Plan.

The purpose of the NED Share Rights Plan is to:

(a) link the remuneration of Non-Executive Directors to performance and the creation of Shareholder value;

(b) align the interests of Non-Executive Directors more closely with the interests of Shareholders by providing an opportunity for Non-Executive Directors to receive an equity interest in the form of Share Rights and underlying Shares;

(c) provide Non-Executive Directors with the opportunity to share in any future growth in value of the Company; and

(d) provide greater incentive for Non-Executive Directors to focus on the Company's longer-term goals.

The Board considers it to be good governance practice for Non-Executive Directors not to participate in the same equity incentive scheme as Company executives and therefore proposes to utilise its separate NED Share Rights Plan for this purpose across the next three financial years.

### 9.2 Operation of the NED Share Rights Plan

The Company proposes to invite Non-Executive Directors to apply for Share Rights annually under its NED Share Rights Plan.

The NED Share Rights Plan provides that:

(a) Non-Executive Directors are obliged to sacrifice 10% of their Remuneration in a financial year as Share Rights; and

(b) Non-Executive Directors are permitted to elect to sacrifice up to a further 40% of their Remuneration in a financial year as Share Rights.

The number of Share Rights to be offered to each Non-Executive Director or their respective nominees for each financial year will be calculated by dividing the aggregate dollar value of the Non-Executive Director's salary sacrifice elections (ranging from 10% to 50% of their Remuneration for that financial year) by the 30-day volume-weighted average price of Shares on ASX calculated for the period commencing on the date the Company releases its annual report for the year during which the relevant offer of Share Rights was made, subject to a maximum of 550,000 Share Rights in aggregate across the financial years ending 30 June 2027, 30 June 2028 and 30 June 2029.

Subject to obtaining Shareholder approval for the issue of the Share Rights, those Share Rights will be issued in yearly instalments in or around December each year in respect of the period running from 1 December until 30 November in the following calendar year (Relevant Period).

The approvals sought pursuant to Resolutions 8 to 12 (inclusive) will enable the Non-Executive Directors to participate in, and (subject to their elections) be issued Share Rights for the financial years ending 30 June 2027, 30 June 2028 and 30 June 2029. The Company intends to seek further Shareholder approval for the issue of Share Rights to Non-Executive Directors in future financial years, as well as for the issue of Share Rights to any new Non-Executive Directors who may be appointed to the Board from time to time.

### 9.3 Number and value of the Share Rights proposed to be issued

The total number of Share Rights to be issued to each Non-Executive Director or their respective nominees will depend on:

(a) the Non-Executive Director's Remuneration for the Relevant Period;

(b) the Non-Executive Director's election for the Relevant Period (which must be a minimum of 10%, and must not exceed 50%, of his or her Remuneration for that period); and

(c) the calculation of the number of Share Rights for the Relevant Period, which is in turn based on the 30-day VWAP of Shares on ASX calculated for the period commencing on the date the Company releases its annual report for the financial year ending immediately prior to the start of the Relevant Period.

Accordingly, the exact number of Share Rights to be issued to each Non-Executive Director or their respective nominees for each Relevant Period is unknown as at the date of this Notice.

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Subject to Shareholder approval, the maximum number of Share Rights proposed to be issued to each Non-Executive Director or their respective nominees for each of the financial years ending 30 June 2027, 30 June 2028 and 30 June 2029 will be calculated using the following formula:

$$SR = \frac{\text{Base FAR} \times \text{Election}}{\text{Price}}$$

where:

SR = aggregate number of Share Rights that will be issued to the relevant Non-Executive Director or their nominees for the Relevant Period, which is subject to a maximum of 550,000 Share Rights in aggregate across the financial years ending 30 June 2027, 30 June 2028 and 30 June 2029;

Base FAR = the relevant Non-Executive Director's total fixed annual base remuneration for the Relevant Period;

Election = the percentage of the relevant Non-Executive Director's total fixed annual base remuneration for the Relevant Period that the Non-Executive Director elects to Salary Sacrifice (which must be a minimum of 10% and must not exceed 50%); and

Price = the 30-day VWAP of Shares on ASX calculated for the period commencing on the date the Company releases its annual report for the financial year ending immediately prior to the start of the Relevant Period.

Any fractional entitlements will be rounded down to the nearest whole number.

Set out below are worked examples of the minimum and maximum number of Share Rights that would be issued pursuant to Resolutions 8 to 12 (inclusive) for each of the financial years ending 30 June 2027, 30 June 2028 and 30 June 2029, based on the current remuneration package of the Non-Executive Directors for the financial year ending 30 June 2027 as set out in Section 0 below (which may be subject to change in future years). In preparing this example, the value applied for the 30-day VWAP has been assumed to be $3.69 per Share, being the closing Share price on 17 August 2026 (being the date on which the Company's 2026 annual report was released).

| Non-Executive Director | 10% of fees (minimum) | | 50% of fees (maximum) | |
|---|---|---|---|---|
| | Maximum number of Share Rights | Maximum value of Share Rights | Maximum number of Share Rights | Maximum value of Share Rights |
| Mr Anthony Wooles | 8,943 | $33,000 | 44,715 | $165,000 |
| Ms Sally-Anne Layman | 4,200 | $15,500 | 21,002 | $77,500 |
| Ms Tracey Arlaud | 5,149 | $19,000 | 25,745 | $95,000 |
| Mr Uwa Airhiavbere | 5,149 | $19,000 | 25,745 | $95,000 |
| Ms Tracey Horton AO | 4,200 | $15,500 | 21,002 | $77,500 |

### 9.4 Related Party Transactions Generally

Chapter 2E of the Corporations Act prohibits a public company from giving a financial benefit to a related party of the public company unless either:

(a) the giving of the financial benefits falls within one of the nominated exceptions to the provision; or

(b) Shareholder approval is obtained prior to the giving of the financial benefit and the benefit is given within 15 months after obtaining such approval.

For the purposes of Chapter 2E of the Corporations Act, each Non-Executive Director is a related party of the Company.

In relation to Resolutions 8 to 12 (inclusive), the Board (excluding each Non-Executive Director in respect of the proposed issue of Share Rights to that Non-Executive Director or their nominee(s)) has formed the view that Shareholder approval under section 208 of the Corporations Act is not required for each proposed issue of Share Rights as each issue, which will form part of the remuneration package for the relevant Non-Executive Director, is considered reasonable remuneration for the purposes of section 211 of the Corporations Act.

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### 9.5 Total fixed annual base remuneration package

The Non-Executive Directors' total base fees per annum (including superannuation) are as follows:

| Non-Executive Director | Base Fees p.a. as at the date of this Notice | Base Fees p.a. with effect from 1 October 2026 |
|---|---|---|
| Mr Anthony Wooles | $270,000 | $330,000 |
| Ms Sally-Anne Layman | $135,000 | $155,000 |
| Ms Tracey Arlaud | $145,000* | $190,000 |
| Mr Uwa Airhiavbere | $145,000* | $190,000 |
| Ms Tracey Horton AO | $135,000 | $155,000 |

*inclusive of $10,000 Overseas Directors Fee

### 9.6 Directors' recommendation

Mr Anthony Wooles, Ms Sally-Anne Layman, Ms Tracey Arlaud, Mr Uwa Airhiavbere and Ms Tracey Horton AO each have an interest in the outcome of Resolutions 8, 9, 10, 11 and 12 respectively, and therefore believe it inappropriate to make a recommendation in relation to Resolutions 8, 9, 10, 11 and 12 respectively.

Other than as outlined above, the Directors recommend that Shareholders vote in favour of each of Resolutions 8 to 12 (inclusive).

The Board is not aware of any other information that would reasonably be required by the Shareholders to allow them to make a decision whether it is in the best interests of the Company to pass Resolutions 8 to 12 (inclusive).

### 9.7 Consequences of passing the Resolutions

If Resolution 8 is passed, the Company will be entitled to issue Share Rights in lieu of salary for each Relevant Period to Mr Anthony Wooles or his nominee(s) under the NED Share Rights Plan, subject to receiving a valid election from Mr Anthony Wooles or his nominee(s). If Resolution 8 is not passed, the Company will not be entitled to issue Share Rights to Mr Anthony Wooles or his nominee(s) and will be required to pay Mr Anthony Wooles' full Remuneration in cash without any sacrifice of his fees for Share Rights.

If Resolution 9 is passed, the Company will be entitled to issue Share Rights in lieu of salary for each Relevant Period to Ms Sally-Anne Layman or her nominee(s) under the NED Share Rights Plan, subject to receiving a valid election from Ms Sally-Anne Layman or her nominee(s). If Resolution 9 is not passed, the Company will not be entitled to issue Share Rights to Ms Sally-Anne Layman or her nominee(s) and will be required to pay Ms Sally-Anne Layman's full Remuneration in cash without any sacrifice of her fees for Share Rights.

If Resolution 10 is passed, the Company will be entitled to issue Share Rights in lieu of salary for each Relevant Period to Ms Tracey Arlaud or her nominee(s) under the NED Share Rights Plan, subject to receiving a valid election from Ms Tracey Arlaud or her nominee(s). If Resolution 10 is not passed, the Company will not be entitled to issue Share Rights to Ms Tracey Arlaud or her nominee(s) and will be required to pay Ms Tracey Arlaud's full Remuneration in cash without any sacrifice of her fees for Share Rights.

If Resolution 11 is passed, the Company will be entitled to issue Share Rights in lieu of salary for each Relevant Period to Mr Uwa Airhiavbere or his nominee(s) under the NED Share Rights Plan, subject to receiving a valid election from Mr Uwa Airhiavbere or his nominee(s). If Resolution 11 is not passed, the Company will not be entitled to issue Share Rights to Mr Uwa Airhiavbere or his nominee(s) and will be required to pay Mr Uwa Airhiavbere's full Remuneration in cash without any sacrifice of his fees for Share Rights.

If Resolution 12 is passed, the Company will be entitled to issue Share Rights in lieu of salary for each Relevant Period to Ms Tracey Horton AO or her nominee(s) under the NED Share Rights Plan, subject to receiving a valid election from Ms Tracey Horton AO or her nominee(s). If Resolution 12 is not passed, the Company will not be entitled to issue Share Rights to Ms Tracey Horton AO or her nominee(s) and will be required to pay Ms Tracey Horton's full Remuneration in cash without any sacrifice of her fees for Share Rights.

### 9.8 Information Requirements – Listing Rules 10.14 and 10.15

Listing Rule 10.14 provides that the 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);

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- 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 proposed issue of Share Rights to the Non-Executive Directors or their respective nominees pursuant to Resolutions 8 to 12 (inclusive) falls within Listing Rule 10.14.1 and therefore requires the approval of Shareholders under Listing Rule 10.14.

The following further information is provided to Shareholders for the purposes of Listing Rule 10.15:

(a) the Share Rights will be issued to Mr Anthony Wooles, Ms Sally-Anne Layman, Ms Tracey Arlaud, Mr Uwa Airhiavbere and Ms Tracey Horton AO or their respective nominees as noted above;

(b) each of Mr Anthony Wooles, Ms Sally-Anne Layman, Ms Tracey Arlaud, Mr Uwa Airhiavbere and Ms Tracey Horton AO are Listing Rule 10.14.1 parties because they are Directors;

(c) the maximum number of Share Rights which may be issued to each of the Non-Executive Directors will be dependent on the variables outlined in Section 0 above. Based on the formula and the assumptions set out in Section 0 above, the maximum number of Share Rights to be issued to each of the Non-Executive Directors or their respective nominees for the current financial year, are as follows:

(i) Mr Anthony Wooles: 44,715 Share Rights;

(ii) Ms Sally-Anne Layman: 21,002 Share Rights;

(iii) Ms Tracey Arlaud: 25,745 Share Rights;

(iv) Mr Uwa Airhiavbere: 25,745 Share Rights; and

(v) Ms Tracey Horton AO: 21,002 Share Rights.

The number of Share Rights issued to each Non-Executive Director will be disclosed in the Company's annual report for the relevant financial year;

(d) the issue of Share Rights the subject of Resolutions 8 to 12 (inclusive) is intended to remunerate the Non-Executive Directors in a way which aligns the interests of Non-Executive Directors more closely with the interests of Shareholders;

(e) each Non-Executive Director's current total remuneration package is set out in Section 0 above;

(f) no Equity Securities have previously been issued to the Non-Executive Directors or their respective nominees under the NED Share Rights Plan;

(g) a summary of the terms and conditions of the Share Rights are set out in Annexure E to this Explanatory Statement;

(h) as noted above, the Share Rights will represent the value of the proportion of Remuneration that the relevant Non-Executive Director elects to receive in Share Rights for each Relevant Period, and the number of Share Rights to be issued will be calculated in accordance with the formula set out in Section 0 above;

(i) the Share Rights will be issued on a date which will be no later than three years after the date of this Meeting, unless otherwise extended by way of ASX granting a waiver to the Listing Rules;

(j) the Share Rights will be issued for no cash consideration (but will be issued in lieu of a proportion of the relevant Non-Executive Director's Remuneration);

(k) a summary of the material terms of the NED Share Rights Plan under which the Share Rights have been offered is set out in Annexure F to this Explanatory Statement;

(l) details of any Equity Securities issued under the NED Share Rights Plan will be published in the annual report of the Company relating to a period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14; and

(m) any additional persons covered by Listing Rule 10.14 who become entitled to participate in the NED Share Rights Plan after any of Resolutions 8 to 12 (inclusive) are approved and who were not named in this Notice will not participate until approval is obtained under that Listing Rule 10.14.

### 9.9 Voting

A voting exclusion statement applies to Resolutions 8 to 12 (inclusive) as set out in this Notice.

Shareholders are urged to carefully read the Proxy Form and provide a direction to the proxy on how to vote on Resolutions 8 to 12 (inclusive).

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# Glossary

In this Explanatory Statement, the following terms have the following meanings unless the context otherwise requires**$** means Australian dollars.

**Accounting Standards** has the meaning given to that term in the Corporations Act.

**Annual Report** means the annual report of the Company for the year ended 30 June 2026.

**Associate** has the meaning given to that term in the Listing Rules.

**ASX** means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange operated by ASX Limited, as the context requires.

**Auditor** means the Company's auditor from time to time (if any).

**Auditor's Report** means the report of the Auditor contained in the Annual Report for the year ended 30 June 2026.

**Awards** used in the context of the ERP, has the meaning given in Annexure A to this Explanatory Statement.

**AWST** means Australian Western Standard Time, being the time in Perth, Western Australia.

**Board** means the board of Directors of the Company.

**Chair** means the individual elected to chair any meeting of the Company from time to time.

**Change of Control Event** has the meaning given in Annexure F to this Explanatory Statement.

**Closely Related Party** has the meaning given to that term in the Corporations Act.

**Company** or **Imdex** means Imdex Ltd ACN 008 947 813.

**Constitution** means the constitution of the Company as at the date of this Notice.

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

**Deferred STI Performance Right** means a Performance Right proposed to be issued to Mr House pursuant to Resolution 5 on the terms summarised in Annexure C to this Explanatory Statement.

**Directors** means the directors of the Company, and **Director** means any one of them.

**Equity Securities** has the meaning given to that term in the Listing Rules.

**ERP** or **Employee Rights Plan** means the employee incentive scheme adopted by the Company and approved by Shareholders at the 2024 Annual General Meeting, the terms of which are summarised in Annexure A to this Explanatory Statement.

**Explanatory Statement** means this explanatory statement accompanying the Notice of Meeting.

**FY26** means the financial year ended 30 June 2026.

**Group** means the Company and each Group Company.

**Group Company** means the Company or any:

(a) related body corporate (as defined in the Corporations Act) of the Company;

(b) body corporate which has an entitlement to not less than 20% of the Shares in the Company; and

(c) body corporate in which the Company has an entitlement to not less than 20% of the voting shares.

**Good Leaver** used in the context of the ERP, has the meaning given in Annexure A to this Explanatory Statement.

**Holding Lock** has the meaning given to that term in the Listing Rules.

**Invitation** used in the context of the ERP, has the meaning given in Annexure A to this Explanatory Statement.

**Key Management Personnel** or **KMP** has the meaning given to that term in the Accounting Standards.

**LTI Performance Right** means a Performance Right proposed to be issued to Mr House pursuant to Resolution 3 on the terms summarised in Annexure B to this Explanatory Statement.

**Meeting** or **Annual General Meeting** means the Annual General Meeting of the Company convened by the Notice.

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**Monetary Consideration** means any monetary consideration payable by an eligible participant under the ERP in respect of the issue or transfer of Awards, any monetary consideration payable by a Participant under the ERP on the exercise of an Award or any salary sacrifice arrangements which apply to an Invitation.

**NED Share Rights Plan** means the Non-Executive director salary sacrifice share rights plan adopted by the Board on 1 September 2026, the terms of which are summarised in Annexure F to this Explanatory Statement.

**Non-Executive Director** means a non-executive Director of the Company.

**Notice** or **Notice of Meeting** or **Notice of Annual General Meeting** means the notice of meeting accompanying this Explanatory Statement.

**Offer** has the meaning given in Annexure F to this Explanatory Statement.

**Option** means an option to acquire a Share.

**Participant** used in the context of the NED Share Rights Plan, has the meaning given in Annexure F to this Explanatory Statement.

**Participant** used in the context of the ERP, has the meaning given in Annexure A to this Explanatory Statement.

**Performance Right** means a right to acquire a Share, subject to the applicable terms and vesting conditions.

**Proxy Form** means the proxy form accompanying the Notice by way of email where the Shareholder has elected to receive notices by email, or the personalised proxy form accompanying the postcard circulated by way of post where the Shareholder has not elected to receive notices by email.

**Relevant Period** has the meaning given in Section 9 of this Explanatory Statement.

**Remuneration** means the payments, emoluments and other benefits which the Non-Executive Director or any entity or trust which they control (as applicable) is or may become entitled to receive from time to time as remuneration for services provided or work performed in the course of, or in connection with, the Non-Executive Director's appointment as a Director including, but not limited to, directors' fees, special exertion payments or any bonus payments.

**Remuneration Report** means the remuneration report set out in the Annual Report for the year ended 30 June 2026.

**Resolution** means a resolution contained in the Notice.

**Salary Sacrifice** means the arrangement pursuant to which the Non-Executive Director or any entity or trust which they control (as applicable) agrees to contractually forgo part of their future pre-tax Remuneration in consideration for the issue of Share Rights.

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

**Share Right** means a right to acquire a Share.

**Shareholder** means a holder of a Share.

**VWAP** means volume weighted average price.

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# Annexure A: Summary of the Terms of the ERP

1. **Eligibility:** The Board may (in its absolute discretion) invite:
   (a) an officer of any Group Company;
   (b) a full time, part time or casual employee of any Group Company;
   (c) an individual who provides services to a Group Company; or
   (d) a prospective participant who may become an 'eligible participant' under paragraphs (a), (b) or (c) above,

   to participate in the ERP (**Invitation**). Where such a person accepts the Invitation, he or she will become a participant under the ERP (**Participant**).
2. **Awards**: The Company may offer Shares, performance rights to acquire a Share or Option under an Invitation (**Awards**).
3. **Issue cap:** Invitations made under the ERP in reliance on Division 1A of Part 7.12 of the Corporations Act which require the payment of Monetary Consideration are subject to an issue cap of 5% of the number of Shares on issue (as adjusted or increased as permitted by law and under the Constitution from time to time).
4. **Invitation:** The Board may make an Invitation at any time. An Invitation made under the ERP must include the following information:
   (a) a statement that the Invitation is made under Division 1A of Part 7.12 of the Corporations Act;
   (b) the type of Awards that the prospective Participant may apply for;
   (c) the price payable by the prospective Participant upon the issue or transfer of the Awards, if any, and how such amount is calculated;
   (d) the maximum number of each type of Award that the prospective Participant may apply for, or the formula or method of calculating such number;
   (e) if applicable, the maximum number of Shares that the prospective Participant is entitled to acquire on the exercise of the Awards, or the formula or method for determining such number;
   (f) the exercise price (if any) or the manner of determining the exercise price of the Awards;
   (g) the vesting conditions attaching to the Award, and whether the Award will be automatically exercised on vesting or at a specified time or event (if applicable);
   (h) the performance period which applies to the vesting conditions attaching to the Award (if any);
   (i) any restrictions on the disposal of Shares acquired under the ERP (including Shares acquired on the exercise of Awards);
   (j) the expiry date of the Awards;
   (k) the first acceptance date (which must be at least 14 days after receiving the Invitation) and the date by which the Invitation must be accepted;
   (l) any other terms and conditions applicable to the Awards;
   (m) a copy of the trust deed of any trust that will hold Awards on trust, or a summary of the terms of the trust deed together with a statement that the Participant can request a copy of the trust deed; and
   (n) any other information required by law, applicable stock exchange rules, or which is considered by the Board to be relevant to the Awards or Shares to be acquired on the exercise of Awards (if applicable),

   and, where the Awards involve any Monetary Consideration, the following details:
   (o) the terms and conditions of any applicable salary sacrifice arrangements;
   (p) whether a Participant is not entitled to elect to receive Shares upon surrender of an applicable number of exercisable Options without payment of cash or other consideration (i.e. a cashless exercise facility);
   (q) whether a Participant is entitled to elect to receive cash payment on the exercise of Awards in lieu being issued or transferred Shares (i.e. a cash payment facility);
   (r) general information about the risks of acquiring and holding the Awards (and underlying Shares) the subject of the Invitation;
   (s) an explanation of how a prospective Participant could, from time to time, ascertain the market price of Shares;
   (t) a copy of any disclosure document prepared by the Company under Part 6D.2 of the Corporations Act in the 12 months before the date of the Invitation; and

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(u) a prominent statement to the effect that:

(i) any advice given by the Company in relation to Awards issued under the ERP, and Shares issued upon exercise of Awards, does not take into account a prospective Participant's objectives, financial situation and needs; and

(ii) the prospective Participant should obtain their own financial product advice in relation to the Invitation from a person who is licensed by ASIC to give such advice.

5. **Nominees:** Invitations are personal, and a prospective Participant may not nominate a third party to receive the Awards on their behalf.

6. **Dealing:** Awards may not be sold, assigned, transferred or otherwise disposed except by force of law upon death or mental illness or with the prior consent of the Board.

7. **Vesting:** An Award acquired under the ERP will vest when the Participant receives a vesting notice from the Company confirming that the vesting conditions attaching to the Awards are met or waived. The Board may reduce or waive any vesting conditions in its sole and absolute discretion, subject to the Listing Rules and the terms of an applicable Invitation.

8. **Exercise of Award:** Upon receiving a vesting notice with respect to their Awards, a Participant may exercise those Awards by delivery to the Company Secretary of the certificate for the Awards (if any), a signed notice of exercise and payment equal to the exercise price (if any) for the number of Awards sought to be exercised. Notwithstanding the above, an Invitation may provide that a performance right issued under the ERP is automatically exercised upon vesting or at a specific time or event after vesting.

9. **Lapse of Award:** Unless otherwise determined by the Board, an Award will not vest and will lapse on the earlier of:

(a) the Board, in its discretion, resolving that the Award lapses as a result of any unauthorised disposal or hedging of the Award prohibited under the terms of the ERP;

(b) the Board determining that the vesting conditions attaching to the Award have not been satisfied, reached or met in accordance with its terms or is not capable of being satisfied, reached or met;

(c) the expiry date; or

(d) with respect of unvested Awards, the date the Participant ceases employment, engagement or office with the Company, subject to certain exceptions.

10. **Issue of Shares on vesting of Options or performance rights:** Following exercise of the Options or performance rights, the Company will, subject to the terms of the Company's relevant policies, issue or transfer Shares to that Participant and apply for official quotation or listing of those Shares on the ASX if applicable. Unless and until the Options or performance rights have been exercised and the relevant Shares issued to that Participant as a result of that exercise, a Participant has no right or interest in those Shares.

11. **Ranking of Shares:** Shares issued upon exercise of the Options or performance right will rank equally in all respects with existing Shares, except for entitlements which had a record date before the date of the issue of that Share.

12. **Adjustment of Options or performance rights:** If, prior to the vesting of an Option or LTI Performance Right, there is a reorganisation of the issued share capital of the Company (including a consolidation, sub-division or reduction of capital or return of capital to Shareholders), the number of Options or LTI Performance Rights to which a Participant is entitled will be adjusted in a manner required by the Listing Rules.

13. **Ceasing employment:**

(a) Subject to paragraph (c) below, if the Participant ceases employment and is a 'Good Leaver' then, subject to compliance with the ASX Listing Rules and Corporations Act:

(iii) all unvested Shares held by the Participant will remain on foot;

(iv) with respect to any unvested Options or performance rights held by a Participant, a pro-rata number (based on the proportion of the performance period that has elapsed on the date the Participant ceases to be employed) will be retained by the Participant and will be capable of exercise notwithstanding that the Participant is no longer an employee and may not meet any vesting conditions related to the Participant's continued employment;

(v) any unvested Options and performance rights not retained by the Participant in accordance with paragraph 13(a)(ii) above will immediately lapse on the date the Participant ceases to be employed; and

(vi) vested Options or performance rights that have not been exercised will continue in force and

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remain exercisable until the relevant expiry date.

A Participant will be a '**Good Leaver**' where they cease employment due to (i) resignation resulting from death, total or permanent disability, retirement or redundancy, due to severe financial hardship or any other circumstance as determined by the Board to constitute special circumstances or (ii) any other reasons determined by the Board to constitute a Good Leaver.

(b) Subject to paragraph (c) below, if the Participant ceases employment and is *not* a 'Good Leaver' then, subject to compliance with the ASX Listing Rules and Corporations Act:

(i) unvested Shares held by the Participant will be forfeited;

(ii) unvested Options or performance rights held by the Participant will immediately lapse; and

(iii) any vested Options or performance rights that have not been exercised will lapse on the date which is ninety (90) days after the date on which the Participant ceases to be employed.

(c) Notwithstanding paragraphs (a) and (b) above, if a Participant ceases to be employed, the Board may determine to treat any unvested Awards held by the relevant Participant in any way other than in the manner set out above, if the Board determines that the relevant circumstances warrant such treatment. The Company must provide notice to the Participant within 14 days of exercising this discretion.

**14. Change of control:** If a 'Change of Control' occurs, the Board may, in its discretion, determine the manner in which any or all of a Participant's Options or performance rights will be dealt with, including, without limitation, determining that any unvested Awards (or a portion) will vest and become exercisable, or reducing or waiving any vesting conditions.

A '**Change of Control**' will occur where:

(a) a bona fide takeover bid is made which is, or is declared, unconditional and the bidder has acquired a relevant interest greater than 50% of the Company's issued Shares;

(b) a court approves, under section 411(4)(b) of the Corporations Act, a proposed compromise or arrangement (other than a compromise or arrangement with the Company's creditors) for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other company or companies;

(c) in any other case, an entity obtains voting power in the Company greater than 50% other than as a result of a reconstruction of the Company;

(d) the Board determines in its reasonable opinion that control of the Company has or is likely to change or pass to one or more persons, none of which are Group Companies;

(e) the Company passes a resolution for voluntary winding up; or

(f) an order is made for the compulsory winding up of the Company.

**15. Clawback:** If the Board determines that a Participant at any time:

(a) has committed an act of fraud or dishonesty, or is grossly negligent, with respect to the Group;

(b) is in material breach of their obligations or duties owed to any Group Company;

(c) demonstrates serious or wilful misconduct as an employee or officer of a Group Company;

(d) causes or materially contributes to a false or misleading statement or omission which is relied on by the Board in making any decision under the ERP;

(e) causes a material adverse effect on the reputation or financial position of any Group Company;

(f) has his or her employment, office or engagement with any Group Company terminated due to serious or wilful misconduct or otherwise for cause without notice; or

(g) deals with or disposes of Awards or Shares contrary to the provisions of the ERP or any applicable Invitation; or

(h) becomes ineligible to hold his or her office due to Part 2D.6 of the Corporations Act,

then the Board may (among other things):

(i) determine that all unvested Awards held by the Participant will lapse;

(j) require a buy back and cancellation or forfeiture of any Shares acquired by the Participant under the ERP;

(k) impose a holding lock on applicable Awards; or

(l) require the Participant to pay back as a debt due any cash amounts paid on the disposal of any Awards

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acquired under the Plan (including any securities issued on the exercise of Awards acquired under the Plan).

16. **Amendments to the ERP:** Subject to and in accordance with the Listing Rules, the Board may amend, revoke, add to or vary the ERP (without the necessity of obtaining the prior or subsequent consent or approval of Shareholders of the Company), provided that rights or entitlements in respect of any Awards granted before the date of the amendment shall not be reduced or adversely affected without the prior written consent of the Participant affected by the amendment.

17. **Inconsistency with Invitation**. To the extent there is any inconsistency between the terms of the ERP and an Invitation, the terms of the Invitation will prevail.

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# Annexure B: Summary of terms of LTI Performance Rights to Mr Paul House

The terms of the LTI Performance Rights proposed to be granted to Mr House pursuant to Resolution 3 are set out below (and are otherwise governed by the terms of the ERP):

(a) **Number of Performance Rights:** Up to 438,984 Performance Rights.

(b) **Entitlement:** Each vested Performance Right entitles Mr House to one Share.

(c) **Performance period:** Three years (1 July 2026 – 30 June 2029).

(d) **Vesting conditions:** Vesting of the Performance Rights is conditional on the following performance measures being satisfied:

(i) Relative Total Shareholder Return (**rTSR**), with respect to 70% of the base number of Performance Rights (being 438,984 Performance Rights) (as detailed below); and

(ii) Absolute Total Shareholder Return (**aTSR**), with respect to 30% of the base number of Performance Rights (being 438,984 Performance Rights) (as detailed below).

*Relative TSR vesting condition*

The Relative TSR vesting condition measures the performance of the Company's Shares over the performance period when compared to a peer comparator group comprising companies in the ASX200 (**Peer Group**) across the performance period. The Board reserves the right to consider adjustments to the Peer Group, including but not limited to taking into account market factors such as restructuring, acquisitions or divestments which may apply during the performance period. TSR combines Share price appreciation and dividends paid to show the total return expressed as an annualised percentage.

The proportion of Performance Rights (up to 70% of the Performance Rights) that may vest based on the Relative TSR vesting condition is based on a ranking approach, as set out below.

| **Company's TSR percentile ranking** | **Proportion of Performance Rights that vest (up to 70% of Performance Rights)** |
|---|---|
| Below the 50th percentile | Nil vesting |
| At the 50th percentile | 50% |
| Between the 50th percentile and 75th percentile | Pro-rata between 50% and 75% |
| At or above the 75th percentile | 100% |

*Absolute TSR vesting condition*

The Absolute TSR vesting condition measures the performance of the Company's Shares over the performance period when compared to a peer comparator group comprising companies in the ASX200 (**Peer Group**) across the performance period. The Board reserves the right to consider adjustments to the Peer Group, including but not limited to taking into account market factors such as restructuring, acquisitions or divestments which may apply during the performance period. aTSR combines Share price appreciation and dividends paid to show the total return expressed as an annualised percentage.

The proportion of Performance Rights (30% of the Performance Rights, with the ability to award up to 150% of the 30%) that may vest based on the aTSR vesting condition is based on a ranking approach, as set out below.

| **Company's aTSR CAGR** | **aTSR Portion of Performance Rights that vest** |
|---|---|
| Below 7% | Nil vesting |
| At 7% | 25% |
| At 15% | 100% |
| At or above 20% | 150% |

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Pro-rata vesting applies between vesting point levels

*Board consideration to vary vesting conditions*

The Board reserves the right to consider adjustments to the application of the vesting conditions applicable to the Performance Rights and associated vesting outcomes, including but not limited to taking into account market factors or any exercise of judgment around the basis of vesting calculations.

(e) **Vesting Date:** 30 June 2029, subject to the Performance Measures being satisfied.

(f) **Exercise price:** Nil.

(g) **Expiry Date:** 31 December 2029.

(h) **Transferability:** The Performance Rights are not transferable.

(i) **Rights:** The Performance Rights do not:

(i) carry any voting rights in the Company, except as required by law;

(ii) entitle the holder to any dividends;

(iii) confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise;

(iv) confer any right to participate in the surplus profits or assets of the Company upon winding up of the Company; and

(v) confer the right to participate in new issues of securities such as bonus issues or entitlement issues.

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# Annexure C: Summary of terms of Deferred STI Performance Rights

The terms of the Deferred STI Performance Rights proposed to be granted to Mr House pursuant to Resolution 5 are set out below:

(a) **Number of Performance Rights:** 103,320 Performance Rights.

(b) **Entitlement:** Each vested Performance Right entitles Mr House to one Share.

(c) **Performance period:** 1 July 2026 – 30 June 2027.

(d) **Vesting conditions:** Vesting of the Performance Rights is conditional on Mr House remaining employed by the Company at all times during the performance period.

(e) **Vesting Date:** 1 July 2027, subject to the vesting condition being satisfied.

(f) **Exercise price:** Nil.

(g) **Expiry Date:** 31 December 2027

(h) **Transferability:** The Performance Rights are not transferable.

(i) **Rights:** The Performance Rights do not:

  (i) carry any voting rights in the Company, except as required by law;

  (ii) entitle the holder to any dividends;

  (iii) confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise;

  (iv) confer any right to participate in the surplus profits or assets of the Company upon winding up of the Company; and

  (v) confer the right to participate in new issues of securities such as bonus issues or entitlement issues.

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# Annexure D: Nomination of Auditor

Docusign Envelope ID: 63A10C94-B495-8214-8050-EB529C425D87

1 September 2026

The Directors
IMDEX Ltd
216 Balcatta Road
Balcatta WA 6021

Dear Directors

**Notice of nomination of auditor**

Pursuant to section 328B(1) of the *Corporations Act 2001* (Cth), I, Tracey Horton, being a member of IMDEX Ltd (ACN 008 947 813) (the **Company**), hereby nominate PricewaterhouseCoopers for appointment as auditor of the Company at the next annual general meeting of the Company.

Please distribute copies of this notice of nomination as required by section 328B(3) of the *Corporations Act 2001* (Cth).

Yours faithfully

Signed by:
Tracey Horton
32EA3AA7EF3A470...
Tracey Horton

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# Annexure E: Summary of the terms of the Share Rights

The terms of the Share Rights proposed to be issued to the Non-Executive Directors or their respective nominees are set out below (and are otherwise governed by the terms of the NED Share Rights Plan):

(a) **Issue date:** Share Rights will be issued in yearly instalments in or around December each year.

(b) **Relevant Period:** The Relevant Period to which each issue of Share Rights will relate is 1 December until 30 November in the following calendar year.

(c) **Number of Share Rights:** The number of Share Rights to be issued to each Non-Executive Director will be calculated in accordance with the formula set out in Section 0 of the Explanatory Statement.

(d) **Vesting conditions:** Vesting of the Share Rights will be conditional on the relevant Non-Executive Director remaining in office as a Non-Executive Director for:

(i) with respect to 50% of the Share Rights for each Relevant Period, the 6 months commencing on 1 December in the Relevant Period; and

(ii) with respect to the remaining 50% of the Share Rights for each Relevant Period, the 6 months commencing on 1 June in the Relevant Period.

The Board retains a discretion under the NED Share Rights Plan to adjust or waive the vesting conditions at any time and in any particular case.

(e) **Vesting date:** When the Board determines the vesting conditions have been met.

(f) **Exercise:** Vested Share Rights may be exercised in accordance with the NED Share Rights Plan and the Company's Security Trading Policy at any time up to the expiry date by delivery to the Company Secretary of the certificate for the Share Rights (if any) and a signed notice of exercise. There is no exercise price payable to exercise a vested Share Right.

(g) **Issue of Shares on exercise:** Following exercise of the Share Rights, the Company will, subject to the terms of the Company's relevant policies, issue or transfer Shares to the relevant Participant and apply for official quotation or listing of those Shares on ASX if applicable.

(h) **Entitlement:** Each vested Share Right entitles the holder to receive one Share on its exercise, subject to adjustment in accordance with the NED Share Rights Plan. Shares issued on the exercise of Share Rights will rank equally in all respects with existing Shares, except for entitlements which had a record date before the date of the issue of that Share.

(i) **Expiry date:** Each Share Right will expire at 5:00pm (Perth time) on the date that is 15 years from the date of issue.

(j) **Rights:** The Share Rights do not:

(i) carry any voting rights in the Company, except as required by law;

(ii) entitle the holder to any dividends;

(iii) confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise;

(iv) confer any right to participate in the surplus profits or assets of the Company upon winding up of the Company; or

(v) confer the right to participate in new issues of securities such as bonus issues or entitlement issues, unless and until the applicable vesting conditions are met (or waived) and the Share Rights are exercised and converted into Shares.

(k) **NED Share Rights Plan:** The terms of the NED Share Rights Plan (as summarised in Annexure F to the Explanatory Statement) apply to the Share Rights. To the extent of any inconsistency between the terms of the Share Rights and the terms of the NED Share Rights Plan, the terms of the Share Rights prevail.

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# Annexure F: Summary of the terms of the NED Share Rights Plan

(a) **Eligibility:** The Board may (in its absolute discretion) provide an offer to a Non-Executive Director to participate in the NED Share Rights Plan (**Offer**). A Non-Executive Director or their permitted nominee who accepts the Offer will become a participant under the NED Share Rights Plan (**Participant**).

(b) **Issue cap:** Offers made under the NED Share Rights Plan are subject to an issue cap of 5% of the number of Shares on issue (as adjusted or increased as permitted by law and under the Constitution from time to time).

(c) **Offer:** The Board may make an Offer at any time. The Offer must include the following information:

(i) the name and address of the person to whom the Offer is being made to;

(ii) the date of the Offer;

(iii) the first acceptance date (which must be at least 14 days after receiving the Offer) and the final acceptance date that the person can accept the Offer;

(iv) the minimum and maximum (if any) number of Share Rights being offered, or the method or formula for determining the number or value of the Share Rights that may be applied for;

(v) a statement that there is no cash issue price payable for the Share Rights;

(vi) the terms and conditions of the Salary Sacrifice arrangement relating to the offer of Share Rights;

(vii) the grant conditions and vesting conditions attaching to the Share Rights (if applicable);

(viii) the first exercise date and last exercise date of the Share Rights;

(ix) the vesting period (if any) of the Share Rights;

(x) general information about the risks of acquiring and holding the Share Rights (and underlying Shares) the subject of the Offer;

(xi) a copy of the NED Share Rights Plan;

(xii) any other specific terms and conditions applicable to the Offer;

(xiii) to the extent required by applicable law:

(A) an explanation of how a Non-Executive Director could, from time to time, ascertain the market price of the Shares underlying the Share Rights;

(B) the terms of any loan or contribution plan under which a Non-Executive Director may obtain Share Rights, or a summary of the terms of the loan together with a statement that the Participant can request a copy of the terms;

(C) the trust deed of any trust that will hold Share Rights on trust for a Non-Executive Director, or a summary of the terms of the trust deed together with a statement that the Participant can request a copy of the trust deed;

(D) a copy of any disclosure document prepared by the Company under Part 6D.2 of the Corporations Act in the 12 months before the date of the Offer, or a statement of how the Participant can access a copy of those disclosure documents; and

(E) any other information required by applicable laws; and

(xiv) a prominent statement to the effect that:

(A) any advice given by the Company in relation to Share Rights issued under the NED Share Rights Plan, and Shares issued upon exercise of the Share Rights, does not take into account a Non-Executive Director's objectives, financial situation and needs; and

(B) the Non-Executive Director should obtain their own financial product advice in relation to the Offer from a person who is licensed by ASIC to give such advice.

(d) **Terms of Offer:** The terms and conditions applicable to an Offer, and any accompanying document, must not include any misleading or deceptive statements, or omit any information that would result in those materials becoming misleading or deceptive. If the Company becomes aware, during the application period for Share Rights, that any statement in the Offer has become out of date, or is otherwise not correct, in a material respect, then it must provide an updated Offer.

(e) **Nominees:** A Non-Executive Director may, by notice in writing to the Board and subject to applicable laws, nominate a nominee in whose favour the Non-Executive Director wishes the Share Rights to be issued. The nominee may be an immediate family member of the Non-Executive Director, a corporate trustee of a self-managed superannuation fund where the Non-Executive Director is a director of the trustee or a company

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whose members comprise no persons other than the Non-Executive Director or immediate family members of the Non-Executive Director. The Board may, in its sole and absolute discretion, decide not to permit the Share Rights to be issued to a nominee.

(f) **Terms and conditions of Salary Sacrifice arrangement:**

(i) The Board may, in its absolute discretion, determine the terms and conditions of any Salary Sacrifice arrangement by which Share Rights may be offered in lieu of Remuneration.

(ii) Where an Offer is made to a Non-Executive Director to acquire Share Rights using a Salary Sacrifice arrangement:

(A) the Board may determine the minimum and/or maximum amount of Remuneration in respect of each Non-Executive Director which may be the subject of the Salary Sacrifice arrangement;

(B) the number of Share Rights to be issued to the Non-Executive Director (or their Nominated Party, if applicable) will be determined in the manner set out in the Offer Document; and

(C) in the case of fractional entitlements, and unless the Offer Document states otherwise, the number of Share Rights to be issued to the Non-Executive Director (or their Nominated Party, if applicable) will be rounded down to the nearest whole number of Share Rights.

(g) **Variation and termination of Salary Sacrifice arrangement:**

(i) A Non-Executive Director may, in writing to the Board, request to vary their Salary Sacrifice contribution amount only on the basis of exceptional circumstances (which may include severe financial hardship). The Board may accept or decline the request in its sole and absolute discretion.

(ii) A Non-Executive Director may at any time, in writing to the Board, elect to discontinue any Salary Sacrifice arrangement relating to them (Termination Notice).

(iii) If a Non-Executive Director provides a Termination Notice:

(A) the Salary Sacrifice arrangement will be terminated and no further Salary Sacrifice contributions will be made in respect of the Non-Executive Director with effect from the commencement of the next payroll period following the payroll period in which the Board receives the Termination Notice;

(B) any Salary Sacrifice deductions from the Non-Executive Directors' Remuneration will cease, and any deductions made after the date of the Termination Notice will be repaid to the Non-Executive Director within 45 days; and

(C) the amount of any Salary Sacrifice contributions standing at the date of the Termination Notice to the credit of the account of the Non-Executive Director, and any interest on that amount, will be repaid to the Non-Executive Director within 45 days of the date of the Termination Notice.

(h) **Dealing:** Share Rights may not be sold, assigned, transferred or otherwise dealt with except on the death of the Participant in limited circumstances or with the prior consent of the Board.

(i) **Vesting:** Subject to paragraphs (l) and (m) below, Share Rights will vest when the Participant receives a vesting notice from the Company confirming that the vesting conditions attaching to the Share Rights are met or waived.

(j) **Exercise of Share Rights:** Upon receiving a vesting notice with respect to their Share Rights, a Participant may exercise those Share Rights by delivery to the Company Secretary of the certificate for the Share Rights (if any) and a signed notice of exercise.

(k) **Lapse of Share Rights:** Unless otherwise determined by the Board, a Share Right will not vest and will lapse on the earlier of:

(i) the Board determining that the vesting conditions attaching to the Share Right have not been satisfied, reached or met in accordance with its terms or is not capable of being satisfied, reached or met;

(ii) the day immediately following the last exercise date; or

(iii) with respect of unvested Share Rights, the date the Participant ceases to be a Non-Executive Director in the relevant circumstances summarised at paragraph (l) below.

(l) **Ceasing office:** If the Non-Executive Director ceases to be a Non-Executive Director for any reason, then (subject to compliance with the Corporations Act and Listing Rules):

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(i) a portion of any unvested Share Rights held by the relevant Participant will automatically vest pro rata to the proportion of the vesting period that has elapsed at the relevant time and become exercisable;

(ii) any unvested Share Rights held by the relevant Participant that do not automatically vest in accordance with sub-paragraph (i) will immediately lapse;

(iii) any vested Share Rights held by the relevant Participant that have not been exercised will remain on foot and will continue to be exercisable; and

(iv) any Salary Sacrifice arrangements in respect of the Non-Executive Director will be terminated,

(v) although the Board may (subject to compliance with the Corporations Act and Listing Rules) determine to treat any unvested Share Rights in any other way other than in the manner set out above if the Board determines that the relevant circumstances warrant such treatment. If the Board makes such a determination for alternative treatment, then it must give the relevant Participant notice within 14 days of that determination.

(m) **Change of control:** If a Change of Control Event (see below) occurs, then (subject to compliance with the Corporations Act and Listing Rules):

(i) a portion of any unvested Share Rights held by the relevant Participant will automatically vest pro rata to the proportion of the vesting period that has elapsed at the relevant time and become exercisable;

(ii) any unvested Share Rights held by the relevant Participant that do not automatically vest in accordance with sub-paragraph (i) will immediately lapse;

(iii) any vested Share Rights held by the relevant Participant that have not been exercised will remain on foot and will continue to be exercisable; and

(iv) any Salary Sacrifice arrangements in respect of the Non-Executive Director will be terminated,

although the Board may (subject to compliance with the Corporations Act and Listing Rules) determine to treat any unvested Share Rights in any other way other than in the manner set out above if the Board determines that the relevant circumstances warrant such treatment.

In this context, a "**Change of Control Event**" means:

(i) a takeover bid (as defined in the Corporations Act) is made for all Shares and which is, or is declared, unconditional and the bidder under the bid acquires a voting power in the Company of at least 50.1%;

(ii) the Court sanctioning a compromise or arrangement relating to the Company under Part 5.1 of the Corporations Act;

(iii) any other merger, consolidation or amalgamation involving the Company occurring which results in the holders of Shares immediately prior to the merger, consolidation or amalgamation being entitled to 50% or less of the voting shares in the body corporate resulting from the merger, consolidation or amalgamation;

(iv) any Group Company entering into agreements to sell in aggregate a majority in value of the businesses or assets of the Group to a person, or a number of persons, none of which are Group Companies; or

(v) the Board determining in its reasonable opinion that control of the Company has or is likely to change or pass to one or more persons.

(n) **Issue of Shares on exercise of Share Rights:** Following exercise of the Share Rights, the Company will, subject to the terms of the Company's relevant policies, issue or transfer Shares to that Participant and apply for official quotation or listing of those Shares on ASX if applicable. Unless and until the Share Rights have been exercised and the relevant Shares issued to that Participant as a result of that exercise, a Participant has no right or interest in those Shares.

(o) **Ranking of Shares:** Shares issued upon exercise of the Share Rights will rank equally in all respects with existing Shares, except for entitlements which had a record date before the date of the issue of that Share.

(p) **Adjustment of Share Rights:** If, prior to the vesting of a Share Right, there is a reorganisation of the issued share capital of the Company (including a consolidation, sub-division or reduction of capital or return of capital to Shareholders), the number of Share Rights to which a Participant is entitled will be adjusted in a manner required by the Listing Rules.

(q) **Clawback:** Where a Participant:

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(i) in the reasonable opinion of the Board:

(A) acts fraudulently or dishonestly, or is grossly negligent, with respect to the Group;

(B) is in material breach of their obligations or duties owed to any Group Company;

(C) demonstrates serious or wilful misconduct as an officer of a Group Company;

(D) has caused or materially contributed to a false or misleading statement or omission being made that was relied on by the Board in making any decision under the NED Share Rights Plan including assessing whether any Share Rights should be issued, vest or lapse under the NED Share Rights Plan;

(E) causes a material adverse effect on the reputation or financial position or performance of any Group Company; or

(F) commits some other act or omission that creates a reasonable basis for the Board exercising its rights;

(ii) has his or her office with any Group Company terminated due to serious or wilful misconduct or otherwise for cause without notice;

(iii) deals with or disposes of Share Rights or Shares contrary to the provisions of the NED Share Rights Plan or any applicable Offer; or

(iv) becomes ineligible to hold his or her office due to Part 2D.6 of the Corporations Act,

(v) the Board may, without any liability to the Participant, by written notice to the Participant:

(vi) deem any unvested, or vested but unexercised, Share Rights acquired by the Participant under the NED Share Rights Plan to have lapsed;

(vii) require the Participant to do all such things necessary to buy back and cancel or forfeit any Shares acquired under the NED Share Rights Plan (including on exercise of any Share Rights) for nil consideration, including voting in favour of any Shareholder resolution to approve the buy back and cancellation or forfeiture of those Shares;

(viii) prohibit the Participant from dealing in any Share Rights and/or Shares acquired under the NED Share Rights Plan, until those Share Rights and/or Shares have lapsed or been cancelled, forfeited or sold by the Company;

(ix) impose a Holding Lock on Shares to give effect to this Rule; and

(x) require the Participant to pay back as a debt due any cash amounts (net of tax) paid to them under the NED Share Rights Plan or realised from dealing in any Shares acquired by them under the NED Share Rights Plan (including Shares acquired on the exercise of Share Rights granted under the NED Share Rights Plan).

(r) **Amendments to the NED Share Rights Plan:** Subject to and in accordance with the Listing Rules, the Board may amend, revoke, add to or vary the NED Share Rights Plan (without the necessity of obtaining the prior or subsequent consent or approval of Shareholders of the Company), provided that rights or entitlements in respect of any Share Right issued before the date of the amendment shall not be reduced or adversely affected without the prior written consent of the Participant affected by the amendment.

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# Proxy Voting Form

**If you are attending the Meeting in person, please bring this with you for Securityholder registration.**

**Imdex Limited | ABN 78 008 947 813**

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SAMPLE

Your proxy voting instruction must be received by **11:00am (AWST) on Wednesday, 14 October 2026**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

## SUBMIT YOUR PROXY

**Complete the form overleaf in accordance with the instructions set out below.**

**YOUR NAME AND ADDRESS**
The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: **https://investor.automic.com.au/#/home** Shareholders sponsored by a broker should advise their broker of any changes.

**STEP 1 - APPOINT A PROXY**
If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

**DEFAULT TO THE CHAIR OF THE MEETING**
Any directed proxies that are not voted on a poll at the Meeting will default to the Chair of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chair of the Meeting will be voted according to the instructions set out in this Proxy Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of Key Management Personnel.

**STEP 2 - VOTES ON ITEMS OF BUSINESS**
You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

**APPOINTMENT OF SECOND PROXY**
You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

**SIGNING INSTRUCTIONS**
**Individual:** Where the holding is in one name, the Shareholder must sign.
**Joint holding:** Where the holding is in more than one name, all Shareholders 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 Proxy Voting Form when you return it.
**Companies:** To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.
**Email Address:** Please provide your email address in the space provided.
**By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.**

**CORPORATE REPRESENTATIVES**
If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at https://automicgroup.com.au.

### Lodging your Proxy Voting Form:

**Online**
Use your computer or smartphone to appoint a proxy at https://portal.automic.com.au/investor/home or scan the QR code below using your smartphone
**Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.**

**BY MAIL:**
Automic
GPO Box 5193
Sydney NSW 2001

**IN PERSON:**
Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

**BY EMAIL:**
meetings@automicgroup.com.au

**BY FACSIMILE:**
+61 2 8583 3040

**All enquiries to Automic:**
**WEBSITE:**
https://automicgroup.com.au

**PHONE:**
1300 288 664 (Within Australia)
+61 2 9698 5414 (Overseas)

## STEP 1 - How to vote

**APPOINT A PROXY:**

I/We being a Shareholder entitled to attend and vote at the Annual General Meeting of Imdex Limited, to be held at **11:00am (AWST) on Friday, 16 October 2026 at 216 Balcatta Rd, Balcatta, Western Australia** hereby:

**Appoint the Chair of the Meeting (Chair)** to vote in accordance with the following directions (or if no directions have been given, and subject to the relevant laws, as the Chair sees fit) at this meeting and at any adjournment thereof.

*Please note: If you are not appointing the Chair of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy. If the person so named is absent from the meeting, or if no person is named, the Chair will act on your behalf.*

**The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote.**
Unless indicated otherwise by marking the "for", "against" or "abstain" box you will be authorising the Chair to vote in accordance with the Chair's voting intention.

**AUTHORITY FOR CHAIR TO VOTE UNDIRECTED PROXIES ON REMUNERATION RELATED RESOLUTIONS**
Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolutions 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12 (except where I/we have indicated a different voting intention below) even though Resolutions 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12 are connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.

## STEP 2 - Your voting direction

| Resolutions | | For | Against | Abstain | Resolutions | | For | Against | Abstain |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Re-election of Ms Tracey Arlaud | ☐ | ☐ | ☐ | 7 | Increase to Non-Executive Directors' Fee Pool | ☐ | ☐ | ☐ |
| 2 | Remuneration Report | ☐ | ☐ | ☐ | 8 | Issue of Share Rights in lieu of fees to Mr Anthony Wooles or his nominee(s) | ☐ | ☐ | ☐ |
| 3 | Issue of LTI Performance Rights to Mr Paul House under the Employee Rights Plan | ☐ | ☐ | ☐ | 9 | Issue of Share Rights in lieu of fees to Ms Sally-Anne Layman or her nominee(s) | ☐ | ☐ | ☐ |
| 4 | Potential termination benefits to Mr Paul House in relation to LTI Performance Rights | ☐ | ☐ | ☐ | 10 | Issue of Share Rights in lieu of fees to Ms Tracey Arlaud or her nominee(s) | ☐ | ☐ | ☐ |
| 5 | Issue of Deferred STI Performance Rights to Mr Paul House | ☐ | ☐ | ☐ | 11 | Issue of Share Rights in lieu of fees to Mr Uwa Airhiavbere or his nominee(s) | ☐ | ☐ | ☐ |
| 6 | Appointment of Auditor | ☐ | ☐ | ☐ | 12 | Issue of Share Rights in lieu of fees to Ms Tracey Horton AO or her nominee(s) | ☐ | ☐ | ☐ |

*Please note: If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution and your votes will not be counted in computing the required majority on a poll.*

## STEP 3 – Signatures and contact details

| Individual or Securityholder 1 | Securityholder 2 | Securityholder 3 |
|---|---|---|
| Sole Director and Sole Company Secretary | Director | Director / Company Secretary |

Contact Name:

Email Address:

Contact Daytime Telephone

Date (DD/MM/YY) ☐☐ / ☐☐ / ☐☐

**By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible).**

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