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Brightstar Resources Limited
ACN 100 727 491

Notice of Annual General Meeting

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

Time and date: 10:00am (AWST) on Tuesday, 24 November 2026

Location: The Forrest Centre, Suite 2, Level 14, 221 St Georges Terrace, Perth WA 6000

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

Should you wish to discuss any matter, please do not hesitate to contact the Company on +61 8 9277 6008 or info@brightstarresources.com.au.

Shareholders are urged to attend or vote by lodging the Proxy Form.

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Brightstar Resources Limited
ACN 100 727 491
(Company)

Notice of Annual General Meeting

Notice is hereby given that the Annual General Meeting of Shareholders of Brightstar Resources Limited (**Company**) will be held at The Forrest Centre, Suite 2, Level 14, 221 St Georges Terrace, Perth WA 6000 on Tuesday, 24 November 2026 at 10:00am (AWST) (**Meeting**).

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

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on Sunday, 22 November 2026 at 10:00am (AWST).

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

Agenda

1. Annual Report

To consider the Annual Report of the Company and its controlled entities for the financial year ended 30 June 2026, which includes the Financial Report, the Directors' Report and the Auditor's Report.

Note: There is no requirement for Shareholders to approve the Annual Report.

2. Resolutions

Resolution 1 – Remuneration Report

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

'That, the Remuneration Report be adopted by Shareholders, on the terms and conditions in the Explanatory Memorandum.'

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

Resolution 2 – Re-election of Director – Mr Richard Crookes

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

'That, for the purposes of clause 14.2 of the Constitution, Listing Rule 14.5 and for all other purposes, Mr Richard Crookes retires by rotation and, being eligible and offering himself for re-election, is re-elected as a Director of the Company, on the terms and conditions in the Explanatory Memorandum.'

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Resolution 3(a) - (b) – Approval of issue of Director Performance Rights

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

'That, for the purposes of Listing Rule 10.14 and for all other purposes, Shareholders approve the issue of Director Performance Rights under the Plan, as follows:

(a) up to 2,300,966 Director Performance Rights to Mr Alex Rovira; and

(b) up to 1,756,078 Director Performance Rights to Mr Andrew Rich,

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

Resolution 4(a) - (b) – Approval of issue of Director ZEPOs

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

'That, for the purposes of Listing Rule 10.14 and for all other purposes, Shareholders approve the issue of:

(a) up to 607,855 Director ZEPOs to Mr Richard Crookes; and

(b) up to 444,202 Director ZEPOs to Mr Jonathan Downes,

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

Resolution 5 – Modification of existing Constitution

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

'That, for the purposes of section 136(2) of the Corporations Act and for all other purposes, the Constitution of the Company be modified by making the amendments contained in the document tabled at this Meeting and signed by the Chair for the purposes of identification, with effect from the date this Resolution is passed.'

3. Voting exclusions

Pursuant to the Listing Rules, the Company will disregard any votes cast in favour of:

(a) **Resolution 3(a)**: by or on behalf of Mr Alex Rovira (or 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 Plan, or any of their respective associates.

(b) **Resolution 3(b)**: by or on behalf of Mr Andrew Rich (or 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 Plan, or any of their respective associates.

(c) **Resolution 4(a)**: by or on behalf of Mr Richard Crookes (or 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 Plan, or any of their respective associates.

(d) **Resolution 4(b)**: by or on behalf of Mr Jonathan Downes (or 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 Plan, or any of their respective associates.

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

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

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

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

(i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

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

4. Voting prohibitions

Resolution 1: In accordance with sections 250BD and 250R of the Corporations Act, a vote on this Resolution must not be cast (in any capacity) by or on behalf of a member of the Key Management Personnel details of whose remuneration are included in the Remuneration Report, or a Closely Related Party of such a member.

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

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

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

Resolution 3(a) - (b) and **Resolution 4(a) - (b)**: In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote on the basis of that appointment, on these Resolutions if:

(a) the proxy is either a member of the Key Management Personnel or a Closely Related Party of such member; and

(b) the appointment does not specify the way the proxy is to vote on these Resolutions.

However, the above prohibition does not apply if:

(a) the proxy is the Chair; and

(b) the appointment expressly authorises the Chair to exercise the proxy even though these Resolutions are connected directly or indirectly with remuneration of a member of the Key Management Personnel.

BY ORDER OF THE BOARD



Ben Smith
Company Secretary
Brightstar Resources Limited

Dated: 13 October 2026

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Brightstar Resources Limited
ACN 100 727 491
(Company)

Explanatory Memorandum

1. Introduction

The Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at the Forrest Centre, Suite 2, Level 14, 221 St Georges Terrace, Perth WA 6000 on Tuesday, 24 November 2026 at 10:00am (AWST) (**Meeting**).

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

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

Section 2	Action to be taken by Shareholders
Section 3	Annual Report
Section 4	Resolution 1 – Remuneration Report
Section 5	Resolution 2 – Re-election of Director – Mr Richard Crookes
Section 6	Resolution 3(a) – (b) – Approval of issue of Director Performance Rights
Section 7	Resolution 4(a) – (b) – Approval of issue of Director ZEPOs
Section 8	Resolution 5 **–** Modification of existing Constitution
Schedule 1	Definitions
Schedule 2	Summary of Plan
Schedule 3	Summary of terms and conditions of Director Performance Rights
Schedule 4	Valuation of Director Performance Rights
Schedule 5	Summary of terms and conditions of Director ZEPOs
Schedule 6	Valuation of Director ZEPOs

A Proxy Form is made available with this Notice.

2. Action to be taken by Shareholders

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

2.1 Voting in person

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

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2.2 Voting by a corporation

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

2.3 Voting by proxy

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

Please note that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Your proxy voting instruction must be received by 10:00am (AWST) on Sunday, 22 November 2026, being not later than 48 hours before the commencement of the Meeting.

2.4 Chair's voting intentions

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

If the Chair is your proxy, either by appointment or by default, and you have not indicated your voting intention, you expressly authorise the Chair to exercise the proxy in respect of Resolution 1, Resolution 3(a) - (b) and Resolution 4(a) - (b) even though these Resolutions are connected directly or indirectly with the remuneration of the Company's Key Management Personnel.

2.5 Submitting questions

Shareholders may submit questions in advance of the Meeting to the Company. Questions must be submitted by emailing the Company Secretary at info@brightstarresources.com.au by 5:00pm (AWST) on Tuesday, 17 November 2026.

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

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

3. Annual Report

In accordance with section 317 of the Corporations Act, Shareholders will be offered the opportunity to discuss the Annual Report, including the Financial Report, the Directors' Report and the Auditor's Report for the financial year ended 30 June 2026.

There is no requirement for Shareholders to approve the Annual Report.

At the Meeting, Shareholders will be offered the opportunity to:

(a) discuss the Annual Report which is available online at https://brightstarresources.com.au/investors/#annual-reports;

(b) ask questions about, or comment on, the management of the Company; and

(c) ask the auditor questions about the conduct of the audit and the preparation and content of the Auditor's Report.

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

(a) the preparation and content of the Auditor's Report;

(b) the conduct of the audit;

(c) 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,

may be submitted no later than five business days before the Meeting to the Company Secretary at the Company's registered office.

The Company will not provide a hard copy of the Company's Annual Report to Shareholders unless specifically requested to do so.

4. Resolution 1 – Remuneration Report

4.1 General

In accordance with subsection 250R(2) of the Corporations Act, the Company must put the Remuneration Report to the vote of Shareholders. The Directors' Report contains the Remuneration Report which sets out the remuneration policy for the Company and the remuneration arrangements in place for the executive Directors, specified executives and non-executive Directors.

In accordance with subsection 250R(3) of the Corporations Act, Resolution 1 is advisory only and does not bind the Directors. If Resolution 1 is not passed, the Directors will not be required to alter any of the arrangements in the Remuneration Report.

If the Company's Remuneration Report receives a 'no' vote of 25% or more (**Strike**) at two consecutive annual general meetings, Shareholders will have the opportunity to remove the whole Board, except the managing director (if any).

Where a resolution on the Remuneration Report receives a Strike at two consecutive annual general meetings, the Company will be required to put to Shareholders at the second annual general meeting a resolution on whether another meeting should be held (within 90 days) at which all Directors (other than the managing director, if any) who were in office at the date of approval of the applicable Directors' Report must stand for re-election.

The Company's Remuneration Report did not receive a Strike at the 2025 annual general meeting. If the Remuneration Report receives a Strike at this Meeting, Shareholders should be aware that if a second Strike is received at the 2027 annual general meeting, this may result in the re-election of the Board.

The Chair will allow a reasonable opportunity for Shareholders as a whole to ask about or make comments on the Remuneration Report.

4.2 Additional information

Resolution 1 is an ordinary resolution.

Given the personal interests of all Directors in this Resolution, the Board makes no recommendation to Shareholders regarding this Resolution.

5. Resolution 2 – Re-election of Director – Mr Richard Crookes

5.1 General

Clause 14.2 of the Constitution provides that at each annual general meeting, one-third of the Directors must retire. Listing Rule 14.5 provides that there must be an election of Directors at each annual general meeting of the Company.

Mr Richard Crookes was elected as a Director at the Company's 2024 annual general meeting and has agreed to retire by rotation at this Meeting. Accordingly, Mr Crookes retires as a Director at this Meeting and, being eligible and offering himself for re-election, seeks re-election pursuant to Resolution 2.

If Resolution 2 is passed, Mr Crookes will retire at the conclusion of the Meeting and will be immediately re-elected as a Director.

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If Resolution 2 is not passed, Mr Crookes will retire at the conclusion of the Meeting and will not be re-elected as a Director at this Meeting.

5.2 Mr Richard Crookes

Mr Crookes has over 38 years' experience in the resources and investments industries. He is a geologist by training having previously worked as the Chief Geologist and Mining Manager of Ernest Henry Mining in Australia.

Mr Crookes is currently a Partner of Lionhead Resources (a Critical Minerals Investment Fund) and formerly an Investment Director at EMR Capital. Prior to that he was an Executive Director in Macquarie Bank's Metals Energy Capital (MEC) division where he managed all aspects of the bank's principal investments in mining and metals companies.

Mr Crookes holds a Bachelor of Science (Geology) and Graduate Diploma in Applied Finance. He is a member of the Australasian Institute of Mining and Metallurgy, Financial Services Professional Body CISI, and Australian Institute of Company Directors.

Mr Crookes is currently the Non-Executive Chairman of Black Rock Mining Limited (ASX: BKT).

If re-elected, Mr Crookes is considered by the Board (with Mr Crookes abstaining) to be an independent Director. Mr Crookes is not considered by the Board (with Mr Crookes abstaining) to hold any interest, position or relationship that might influence, or reasonably be perceived to influence, in a material respect his capacity to bring an independent judgement to bear on issues before the Board and to act in the best interests of the entity as a whole rather than in the interests of an individual security holder or other party.

Mr Crookes has acknowledged to the Company that he will have sufficient time to fulfil his responsibilities as a Director.

5.3 Board recommendation

The Board (other than Mr Crookes who has a personal interest in the outcome of this Resolution) supports the re-election of Mr Crookes. Mr Crookes' contributions to the Board's activities to date have been invaluable and his extensive financial, strategic and governance experience will continue to enhance the Board's ability to perform its role.

5.4 Additional information

Resolution 2 is an ordinary Resolution.

6. Resolution 3(a) – (b) – Approval of issue of Director Performance Rights

6.1 General

The Company is proposing, subject to obtaining Shareholder approval, to issue up to a total of 4,057,044 Performance Rights to Messrs Alex Rovira and Andrew Rich (or their respective nominee/s) as part of the Company's FY2027 short-term and three-year long-term incentive programs under the Plan (**Director Performance Rights**), as follows:

Director	Number of Director Performance Rights	
	STI program	LTI program
Mr Alex Rovira	613,591	1,687,375
Mr Andrew Rich	561,945	1,194,133
Total	**1,175,536**	**2,881,508**

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The Company is in an important stage of development with significant opportunities and challenges in both the near and long-term, and the proposed issue of the Director Performance Rights seeks to align the efforts of Messrs Rovira and Rich in seeking to achieve growth of the Share price and in the creation of Shareholder value. In addition, the Board also believes that incentivising with Performance Rights is a prudent means of conserving the Company's available cash reserves. The Board believes it is important to offer these Director Performance Rights to continue to attract and maintain highly experienced and qualified Board members in a competitive market. The proposed grant of the Director Performance Rights under this Resolution is a key component of Messrs Rovira's and Rich's respective remuneration arrangements.

Resolution 3(a) and (b) seek Shareholder approval pursuant to Listing Rule 10.14 for the issue of up to 4,057,044 Director Performance Rights under the Plan to Messrs Rovira and Rich (or their respective nominee/s).

6.2 Listing Rule 10.14

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

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

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

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

Approval pursuant to Listing Rule 7.1 is not required for the issue of the Director Performance Rights as approval is being obtained under Listing Rule 10.14. Accordingly, the issue of the Director Performance Rights will not be included in the Company's 15% annual placement capacity in Listing Rule 7.1.

The effect of Shareholders passing Resolution 3(a) and (b) will be to allow the Company to proceed with the issue of the Director Performance Rights to Messrs Rovira and Rich (or their respective nominee/s) in the proportions listed above.

If Resolution 3(a) and (b) are not passed, the Company will not be able to proceed with the issue of the Director Performance Rights to Messrs Rovira and Rich (or their respective nominee/s) and the Company will consider other alternative commercial means to incentivise Messrs Rovira and Rich, including by the payment of cash, subject to the requirements of the Constitution, Corporations Act and Listing Rules.

Resolution 3(a) and (b) are not inter-conditional, and Shareholders may approve one or all of those Resolutions (in which case, the Director Performance Rights the subject of the relevant Resolution will be issued), even though Shareholders have not approved all of these Resolutions.

6.3 Specific information required by Listing Rule 10.15

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

(a) The Director Performance Rights will be issued under the Plan to:

(i) Mr Alex Rovira pursuant to Resolution 3(a); and

(ii) Mr Andrew Rich pursuant to Resolution 3(b),

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or their respective nominee/s.

(b) Each of Messrs Rovira and Rich are a related party of the Company by virtue of being a Director of the Company and fall into the category stipulated by Listing Rule 10.14.1. In the event the Director Performance Rights are issued to a nominee of Mr Rovira or Mr Rich, that nominee will fall into the category stipulated by Listing Rule 10.14.2.

(c) The maximum number of Director Performance Rights to be issued to Messrs Rovira and Rich (or their respective nominee/s) under the Plan is 4,057,044, in the proportions in Section 6.1 above.

(d) The current total annual remuneration package for Messrs Rovira and Rich as at the date of this Notice is set out in the table below:

	Alex Rovira	Andrew Rich
Base Salary	$492,100	$450,680
Maximum short-term incentive	Short-term incentive of 40% of Mr Rovira's base salary. The STI is subject to the satisfaction of certain performance-based criteria by 30 June 2027. The number of Performance Rights to be issued under the STI was determined by dividing 100% of Mr Rovira's STI award (being $196,840) by $0.3208, being the volume weighted average price of the Company's Shares calculated over 20 consecutive trading days in which Shares have actually traded up to but excluding 1 July 2026.	Short-term incentive of 40% of Mr Rich's base salary. The STI is subject to the satisfaction of certain performance-based criteria by 30 June 2027. The number of Performance Rights to be issued under the STI was determined by dividing 100% of Mr Rich's STI award (being $180,272) by $0.3208, being the volume weighted average price of the Company's Shares calculated over 20 consecutive trading days in which Shares have actually traded up to but excluding 1 July 2026.
Maximum long-term incentive	Long-term incentive delivered as Performance Rights of 110% of Mr Rovira's base salary each year over the term of the FY2027 LTI program. The LTI is subject to the satisfaction of certain performance-based criteria by 30 June 2029. The number of Performance Rights to be issued under the FY2027 LTI was determined by dividing the aggregate value of the LTI by the Share price of $0.3208, being the volume weighted average price of the Company's Shares calculated over 20 consecutive trading days in which Shares have actually traded up to but excluding 1 July 2026.	Long-term incentive delivered as Performance Rights of 85% of Mr Rich's base salary each year over the term of the FY2027 LTI program. The LTI is subject to the satisfaction of certain performance-based criteria by 30 June 2029. The number of Performance Rights to be issued under the FY2027 LTI was determined by dividing the aggregate value of the LTI by the Share price of $0.3208, being the volume weighted average price of the Company's Shares calculated over 20 consecutive trading days in which Shares have actually traded up to but excluding 1 July 2026.

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(e) Since the Plan was last approved by Shareholders at the 2025 annual general meeting, an aggregate of 4,821,428 Performance Rights have previously been issued under the Plan to Messrs Rovira and Rich (or their nominee/s) for nil cash consideration, as follows:

(i) 2,678,571 Performance Rights to Mr Rovira; and

(ii) 2,142,857 Performance Rights to Mr Rich.

(f) The Director Performance Rights will be issued on the terms and conditions set out in Schedule 3. In respect of Tranche 2 of the STI Vesting Conditions in paragraph 3 of Schedule 3, the Company confirms that this vesting condition has been satisfied as at the date of this Notice – the Company refers to its ASX announcement of 28 September 2026.

(g) The Board considers that Performance Rights, rather than Shares or cash, are an appropriate form of incentive because they seek to:

(i) align the efforts of Messrs Rovira and Rich in seeking to achieve growth of the Share price and in the creation of Shareholder value;

(ii) reward Messrs Rovira and Rich for their continued service to the Company; and

(iii) conserve the Company's available cash reserves.

(h) The Company's valuation of the Director Performance Rights is in Schedule 4, with a summary below:

Director	Valuation of Director Performance Rights[1]
Mr Alex Rovira	$1,459,150
Mr Andrew Rich	$1,114,997
Total	**$2,574,147**

Note 1: Subject to effects of rounding.

(i) The Director Performance Rights will be issued as soon as practicable following the Meeting and in any event no later than three years after the Meeting.

(j) The Director Performance Rights will be issued for nil cash consideration and will be provided as an incentive component to Messrs Rovira's and Rich's remuneration packages.

(k) A summary of the material terms of the Plan is in Schedule 2.

(l) No loan will be provided to Messrs Rovira or Rich in relation to the issue of the Director Performance Rights.

(m) Details of any Securities issued under the Plan will be published in the annual report of the Company relating to the period in which they were issued along with a statement that approval for the issue was obtained under Listing Rule 10.14.

(n) Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Securities under the Plan after the Resolutions are approved and who were not named in the Notice will not participate until approval is obtained under Listing Rule 10.14.

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

6.4 Chapter 2E of the Corporations Act

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

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

(b) give the benefit within 15 months following such approval, unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

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

The Board (with Messrs Rovira and Rich abstaining) considers that the grant of the Director Performance Rights constitutes reasonable remuneration in the circumstances and therefore falls within the exception under section 211 of the Corporations Act.

6.5 Additional information

Each of Resolution 3(a) and (b) is a separate ordinary resolution and are not inter-conditional.

The Board (with Messrs Rovira and Rich abstaining) recommends that Shareholders vote in favour of Resolution 3(a) and (b).

7. Resolution 4(a) – (b) – Approval of issue of Director ZEPOs

7.1 General

The Company is proposing, subject to obtaining Shareholder approval, to issue up to a total of 1,052,057 zero exercise price Options to Messrs Richard Crookes and Jonathan Downes (or their respective nominee/s) under the Plan (**Director ZEPOs**), as follows:

Director	Number of Director ZEPOs
Mr Richard Crookes	607,855
Mr Jonathan Downes	444,202
Total	**1,052,057**

The Company is in an important stage of development with significant opportunities and challenges in both the near and long-term, and the proposed issue of the Director ZEPOs seeks to align the efforts of Messrs Crookes and Downes in the creation of Shareholder value. In addition, the Board also believes that incentivising with Options is a prudent means of conserving the Company's available cash reserves. The Board believes it is important to offer these Director ZEPOs to continue to attract and maintain highly experienced and qualified Board members in a competitive market.

The Director ZEPOs will vest in three equal tranches in the manner set out in Schedule 5, subject to the holder (or the person who is entitled to be registered as the holder) remaining employed or engaged by the Company for a continuous period up to and including the relevant Vesting Date (**Retention Condition**). The Director ZEPOs, including the Retention Condition, are designed to ensure the Company can continue to attract and maintain highly experienced

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and qualified Board members in a competitive market as the Company matures from an exploration/development company into a multi-asset gold producer.

Resolution 4(a) and (b) seek Shareholder approval pursuant to Listing Rule 10.14 for the issue of up to 1,052,057 Director ZEPOs under the Plan to Messrs Crookes and Downes (or their respective nominee/s).

7.2 Listing Rule 10.14

A summary of Listing Rule 10.14 is set out in Section 6.2 above.

Approval pursuant to Listing Rule 7.1 is not required for the issue of the Director ZEPOs as approval is being obtained under Listing Rule 10.14. Accordingly, the issue of the Director ZEPOs will not be included in the Company's 15% annual placement capacity in Listing Rule 7.1 or the maximum permitted number of Equity Securities issued under the Listing Rule 7.2 exception 13(b).

The effect of Shareholders passing Resolution 4(a) and (b) will be to allow the Company to proceed with the issue of the Director ZEPOs to Messrs Crookes and Downes (or their respective nominee/s) in the proportions listed above.

If Resolution 4(a) and (b) are not passed, the Company will not be able to proceed with the issue of the Director ZEPOs to Messrs Crookes and Downes (or their respective nominee/s) and the Company will consider other alternative commercial means to incentivise Messrs Crookes and Downes, including by the payment of cash, subject to the requirements of the Constitution, Corporations Act and Listing Rules.

Resolution 4(a) and (b) are not conditional on each other, and Shareholders may approve one or all of those Resolutions (in which case, the Director ZEPOs the subject of the relevant Resolution(s) will be issued), even though Shareholders have not approved all of these Resolutions.

7.3 Specific information required by Listing Rule 10.15

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

(a) The Director ZEPOs will be issued under the Plan to:

(i) Mr Richard Crookes pursuant to Resolution 4(a); and

(ii) Mr Jonathan Downes pursuant to Resolution 4(b);

or their respective nominee/s.

(b) Each of Messrs Crookes and Downes are a related party of the Company by virtue of being a Director of the Company and fall into the category stipulated by Listing Rule 10.14.1. In the event the Director ZEPOs are issued to a nominee of Messrs Crookes or Downes, that nominee will fall into the category stipulated by Listing Rule 10.14.2.

(c) The maximum number of Director ZEPOs to be issued to Messrs Crookes and Downes (or their respective nominee/s) under the Plan is 1,052,057, in the proportions set out in Section 7.1 above.

(d) The current total annual remuneration package for each of Messrs Crookes and Downes as at the date of this Notice is set out in the table below:

Director	Salary and fees (exclusive of superannuation, where applicable)
Mr Richard Crookes	$130,000
Mr Jonathan Downes	$95,000

(e) Since the Plan was last approved by Shareholders at the 2025 annual general meeting, no Equity Securities have been issued under the Plan to Messrs Crookes and Downes.

(f) The Director ZEPOs will vest in three equal tranches annually in the manner set out in Schedule 5, subject to the holder (or the person who is entitled to be registered as the holder) remaining employed or engaged by the Company for a continuous period up to and including the relevant Vesting Date.

(g) The Director ZEPOs will be issued on the terms and conditions set out in Schedule 5.

(h) The Board considers that Options, rather than cash, are an appropriate form of incentive because they seek to:

(i) align the efforts of Messrs Crookes and Downes in seeking to achieve growth of the Share price and in the creation of Shareholder value;

(ii) reward Messrs Crookes and Downes for continued service to the Company, whilst incentivising on-going engagement with the Company through the Retention Condition;

(iii) conserve the Company's available cash reserves; and

(iv) enable the Company to attract and retain Directors of an appropriate calibre and experience, while keeping the cash component of their remuneration at a modest level.

(i) A valuation of the Director ZEPOs is in Schedule 6, with a summary below:

Director	Valuation of Director ZEPOs[1]
Mr Richard Crookes	$392,066
Mr Jonathan Downes	$286,510
Total	**$678,576**

Note 1: Subject to effects of rounding.

(j) The Director ZEPOs will be issued as soon as practicable following the Meeting and in any event no later than three years after the Meeting.

(k) The Director ZEPOs will be issued for nil cash consideration and will be provided as an incentive component to Messrs Crookes' and Downes' remuneration packages.

(l) A summary of the material terms of the Plan is in Schedule 2.

(m) No loan will be provided to Messrs Crookes and Downes in relation to the issue of the Director ZEPOs.

(n) Details of any securities issued under the Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14.

(o) Any additional persons covered by Listing Rule 10.14 who become entitled to

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participate in an issue of securities under the Plan after the resolution is approved and who were not named in the Notice will not participate until approval is obtained under Listing Rule 10.14.

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

7.4 Chapter 2E of the Corporations Act

A summary of Chapter 2E of the Corporations Act is in Section 6.4 above.

The proposed issue of the Director ZEPOs constitutes giving a financial benefit to related parties of the Company.

The Board (with Messrs Crookes and Downes abstaining) considers that the grant of the Director ZEPOs constitutes reasonable remuneration in the circumstances and therefore falls within the exception under section 211 of the Corporations Act.

7.5 Additional information

Each of Resolution 4(a) and (b) is a separate ordinary resolution and are not inter conditional.

The Board (with Messrs Crookes and Downes abstaining) recommends that Shareholders vote in favour of Resolution 4(a) and (b).

8. Resolution 5 – Modification of existing Constitution

8.1 General

Under section 136(2) of the Corporations Act, a company may modify or repeal its constitution or a provision of its constitution by special resolution of Shareholders.

Resolution 5 seeks the approval of Shareholders to modify the Company's existing Constitution to incorporate amendments to the Corporations Act regarding the holding of meetings of Shareholders using virtual meeting technology.

The Directors believe that it is preferable in the circumstances to simply modify the existing Constitution rather than repealing the entire existing Constitution and replacing it with a new constitution.

The Directors believe these amendments are not material nor will they have any significant impact on Shareholders.

A copy of the modified Constitution is available for review by Shareholders at the office of the Company. A copy of the modified Constitution can also be sent to Shareholders upon request to the Company Secretary at info@brightstarresources.com.au. Shareholders are invited to contact the Company if they have any queries or concerns.

If Resolution 5 is passed, the Company will adopt the modified Constitution with effect from the date this Resolution is passed.

If Resolution 5 is not passed, the Company will not adopt the modified Constitution.

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8.2 Summary of material proposed changes

(a) **Convening of General Meetings of Shareholders by a Director or requisition and Notice (Clauses 12.3 and 12.5)**

The modifications provide for the ability of the Company to hold meetings of the Company's Shareholders using virtual technology only, as well as physical or hybrid meetings. This improved flexibility is necessary to ensure the Company is able to hold general meetings at times where physical meetings may not be practicable.

Set out below are the proposed modifications to the existing Constitution:

(i) **Insert as a new Clause 12.3:**

Any Director may, whenever he or she thinks fit, convene a general meeting of Shareholders, and a general meeting shall also be convened on requisition as is provided for by the Corporations Act, or in default, may be convened by such requisitions as empowered to do so by the Corporations Act. If there are no Directors for the time being, a Secretary may convene a general meeting of Shareholders for the purpose of enabling the election of Directors but for no other purpose. A general meeting may be held:

(a) at one or more physical venues;

(b) one or more physical venues and using virtual meeting technology; and

(c) using virtual meeting technology only,

provided that, in each case, Shareholders as a whole are given a reasonable opportunity to participate in the meeting, and otherwise in the manner determined by the Directors. If the Directors elect to use virtual meeting technology for a general meeting of the Company, the Directors will determine the type of virtual meeting technology to be used, which may include any combination of telephone, video conferencing, messaging, smartphone application or any other audio and/or visual device which permits instantaneous communication.

(ii) **Insert as a new Clause 12.5:**

A notice of a general meeting shall be given in accordance with the requirements of the Corporations Act, clause 26 and the Listing Rules, and:

(a) must specify the place, the day and the time of the meeting and if the meeting is to be held in two or more places, or using virtual meeting technology only, the technology that will be used to facilitate the meeting;

(b) must state the general nature of the business to be transacted at the meeting;

(c) must, if a special resolution is proposed at the meeting, set out an intention to propose the special resolution and state the resolution;

(d) must include such statements about the appointment of proxies as are required by the Corporations Act;

(e) must specify a place and fax number for the purposes of receipt of proxy appointments; and

(f) may specify an electronic address for the purposes of receipt of proxy appointments,

and shall include any other information required to be included in the notice by the Listing Rules. The non-receipt of a notice of a general meeting by a Shareholder or the accidental omission to give this notice to a Shareholder shall not invalidate any resolution passed at the meeting.

8.3 Additional information

Resolution 5 is a **special resolution** and therefore requires approval of 75% of the votes cast by Shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a corporate Shareholder, by a corporate representative).

The Board recommends that Shareholders vote in favour of Resolution 5.

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Schedule 1 Definitions

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

$ or A$	means Australian Dollars.
Annual Report	means the Directors' Report, the Financial Report, and Auditor's Report, in respect to the year ended 30 June 2026.
ASX	means the ASX Limited (ABN 98 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.
Auditor's Report	means the auditor's report on the Financial Report.
Board	means the board of Directors.
Chair	means the person appointed to chair the Meeting of the Company convened by the Notice.
Closely Related Party	means: (a) a spouse or child of the member; or (b) has the meaning given in section 9 of the Corporations Act.
Company	means Brightstar Resources Limited ACN 100 727 491.
Constitution	means the constitution of the Company as at the date of the Meeting.
Corporations Act	means the *Corporations Act 2001* (Cth).
Director	means a director of the Company.
Director Performance Rights	has the meaning given in Section 6.1.
Directors' Report	means the annual directors' report prepared under Chapter 2M of the Corporations Act for the Company and its controlled entities.
Director ZEPOs	has the meaning given in Section 7.1.
Equity Security	has the same meaning as in the Listing Rules.
Explanatory Memorandum	means the explanatory memorandum which forms part of the Notice.
Financial Report	means the annual financial report prepared under Chapter 2M of the Corporations Act for the Company and its controlled entities.
Key Management Personnel or **KMP**	has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any Director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.
Listing Rules	means the listing rules of ASX.
Meeting	has the meaning given in the introductory paragraph of the Notice.

Notice	means this notice of annual general meeting.
Option	means an option to acquire a Share.
Performance Right	means a right, subject to certain terms and conditions, to acquire a Share on the satisfaction (or waiver) of certain performance conditions.
Plan	means the 'Brightstar Resources Limited Employee Securities Incentive Plan', a summary of which is in Schedule 2.
Proxy Form	means the proxy form made available with the Notice.
Remuneration Report	means the remuneration report of the Company contained in the Directors' Report.
Resolution	means a resolution referred to in the Notice.
Schedule	means a schedule to the Notice.
Section	means a section of the Explanatory Memorandum.
Securities	means any Equity Securities of the Company (including Shares, Options and/or Performance Rights).
Share	means a fully paid ordinary share in the capital of the Company.
Shareholder	means the holder of a Share.
Strike	means a 'no' vote of 25% or more on the resolution approving the Remuneration Report.
WST or AWST	means Western Standard Time, being the time in Perth, Western Australia.

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Schedule 2 Summary of Plan

A summary of the material terms and conditions of the Plan is set out below:

1. (**Eligible Participant**): Eligible Participant means a person that has been determined by the Board to be eligible to participate in the Plan from time to time and is an "ESS participant" (as that term is defined in Division 1A) in relation to the Company or an associated entity of the Company. This relevantly includes, amongst others:

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

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

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

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

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

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

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

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

   would exceed 10% of the total number of Shares on issue at the date of the offer or such other limit as may be specified by the relevant regulations or the Company's Constitution from time to time.

   The maximum number of equity securities proposed to be issued under the Plan for the purposes of Listing Rule 7.2, Exception 13 will be as approved by Shareholders from time to time (**ASX Limit**). This means that, subject to the following paragraph, the Company may issue up to the ASX Limit under the Plan without seeking Shareholder approval and without reducing its placement capacity under Listing Rule 7.1.

   The Company will require prior Shareholder approval for the acquisition of equity securities under the Plan to Directors, their associates and any other person whose relationship with the Company or a Director or a Director's associate is such that, in ASX's opinion, the acquisition should be approved by Shareholders.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Unless the Board otherwise determines, or as otherwise set out in the Plan rules:

(a) any Convertible Securities which have not yet vested will be forfeited immediately on the date that the Board determines (acting reasonably and in good faith) that any applicable vesting conditions have not been met or cannot be met by the relevant date; and

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

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

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

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

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

If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Convertible Securities is entitled,

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upon exercise of the Convertible Securities, to receive an allotment of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised.

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

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

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

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

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

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

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Schedule 3 Summary of terms and conditions of Director Performance Rights

The terms and conditions of the Director Performance Rights, in this Schedule referred to as '**Performance Rights**', are as follows:

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

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

3. (**STI Vesting Conditions**): Subject to the terms and conditions set out below, the Performance Rights the subject of the STI will be subject to the satisfaction or waiver by the Board (subject at all times to the Corporations Act and the ASX Listing Rules) of the following performance targets on or by 30 June 2027 (**STI Vesting Conditions**) specified below:

Tranche	Performance Category	Weighting[1]	Vesting Condition
1	Sandstone Study	10%	Announcement to ASX of a Pre-Feasibility Study at the Sandstone Gold Project that delivers an Internal Rate of Return of greater than 30%.
2	Resource Growth	15%	Announcement to ASX of an updated total group Mineral Resource Estimate in accordance with the JORC Code of greater than 5Moz of Gold at a 0.4g/t gold cut off grade. For the purposes of this vesting condition, "**JORC Code**" means the 2012 Edition of the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves, or as updated with subsequent editions.
3	Gold Production	15%	Commencement of ore feeding into the Goldfields Processing Plant.
4	Safety	15%	Lost time injury frequency rate less than 1.5 for FY2027.
5	Environment	5%	No major environmental or regulatory non-compliance issues.
6	Ore Reserve Growth	20%	Announcement to ASX of at least a 100% increase in total group Ore Reserves as compared to total group Reserves as at 1 July 2026.
7	Cost Control	*Below Budget*: 20% *0% to +5% of Budget*: 10%	Delivering projects within Board approved budget parameters, with strict adherence to cost controls, in respect of: • the construction of the Laverton processing plant; • Owners' Team costs, including operational readiness, the power station and borefields; and

Tranche	Performance Category	Weighting[1]	Vesting Condition
			• the ramp-up of open pit mining operations at Lord Byron.
Note 1: The Board may, acting reasonably and in good faith, exercise its discretion to vary the maximum weightings. The exercise of such discretion is an express term of the issue of the Performance Rights and shall not be considered a change to any applicable milestone or performance hurdle.			

4. (**LTI Vesting Conditions**): Subject to the terms and conditions set out below, the Performance Rights the subject of the LTI will be subject to the satisfaction or waiver by the Board (subject at all times to the Corporations Act and the ASX Listing Rules) of the following performance targets on or by 30 June 2029 (**LTI Vesting Conditions**) specified below:

<table>
<tr><th>Tranche</th><th>Performance Category</th><th>Weighting[1]</th><th>Vesting Condition</th></tr>
<tr><td>1</td><td>Relative total shareholder return (RTSR)</td><td>40%</td><td>The Company's RTSR will be ranked against a Peer Group (defined below) of ASX-listed gold development and emerging producer companies. To measure performance against the RTSR condition:
the total shareholder return (TSR) of each company in the Peer Group will be calculated by comparing the relevant entity's 20 trading day VWAP up to and including 30 June 2026 to the 20 trading day VWAP up to and including 30 June 2029 (with dividends reinvested);
the Peer Group companies will be ranked according to their respective TSR;
the Company's TSR will be calculated to determine its percentile in relation to the Peer Group companies; and
the Company's percentile will determine the outcome of the RTSR condition in accordance with the following table:
<table>
<tr><th>Company's TSR relative to Peer Group</th><th>Percentage vesting</th></tr>
<tr><td><50th percentile</td><td>Nil</td></tr>
<tr><td>50th percentile</td><td>50%</td></tr>
<tr><td>>50th percentile and <75th percentile</td><td>Pro rata between 50% and 100%</td></tr>
<tr><td>>75th percentile</td><td>100%</td></tr>
</table>
</td></tr>
</table>

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<table>
<tr><th>Tranche</th><th>Performance Category</th><th>Weighting[1]</th><th>Vesting Condition</th></tr>
<tr><td></td><td></td><td></td><td>For the purposes of the RTSR condition, the “Peer Group” comprises the following ASX-listed entities:
Rox Resources Ltd (ASX: RXL)
Astral Resources NL (ASX: AAR)
Black Cat Syndicate Ltd (ASX: BC8)
Minerals 260 Limited (ASX: MI6)
Medallion Metals Limited (ASX: MM8)
Benz Mining Corp. (ASX: BNZ)
Pantoro Gold Ltd (ASX: PNR)
Oro Banda Mining Ltd (ASX: OBM)
Andean Silver Limited (ASX: ASL)
Cyprium Metals Limited (ASX: CYM)</td></tr>
<tr><td>2</td><td>Ore Reserves</td><td>30%</td><td>Announcement to ASX of at or above 1,500,000 ounces of Gold in Ore Reserves (as defined in the JORC Code) across the Company’s group projects, in accordance with the following vesting scale:
<table>
<tr><th>Performance Level</th><th>Amount of Gold ounces</th><th>Percentage vesting</th></tr>
<tr><td>Below Target</td><td><1,500,000 ounces of Gold</td><td>Nil</td></tr>
<tr><td>Target</td><td>1,500,000 ounces of Gold</td><td>50%</td></tr>
<tr><td>Between Target and Stretch</td><td>>1,500,000 ounces of Gold and <1,750,000 ounces of Gold</td><td>Pro rata between 50% and 100%</td></tr>
<tr><td>Stretch</td><td>>= 1,750,000 ounces of Gold</td><td>100%</td></tr>
</table>
For the purposes of this vesting condition, “JORC Code” means the 2012 Edition of the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves, or as updated with subsequent editions.</td></tr>
</table>

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<table>
<tr><th>Tranche</th><th>Performance Category</th><th>Weighting[1]</th><th>Vesting Condition</th></tr>
<tr><td>3</td><td>Total Gold Production Growth</td><td>30%</td><td>Gold production growth (pro-rata for any asset sale) will be tested for vesting based on growth in the Company's annual gold production, in accordance with the following scale
<table>
<tr><th>Performance Level</th><th>Production</th><th>Percentage vesting</th></tr>
<tr><td>Below Target</td><td><120,000 ounces total production</td><td>Nil</td></tr>
<tr><td>Target</td><td>120,000 ounces total production</td><td>50%</td></tr>
<tr><td>Between Target and Stretch</td><td>>120,000 ounces total production and < 150,000 ounces total production</td><td>Pro rata between 50% and 100%</td></tr>
<tr><td>Stretch</td><td>>= 150,000 ounces total production</td><td>100%</td></tr>
</table></td></tr>
<tr><td colspan="4">Note 1: The Board may, acting reasonably and in good faith, exercise its discretion to vary the maximum weightings. The exercise of such discretion is an express term of the issue of the Performance Rights and shall not be considered a change to any applicable milestone or performance hurdle.</td></tr>
</table>

5. (**Change of Control**): On the occurrence of a Change of Control Event, all unvested Performance Rights will immediately vest and be exercised into Shares. A "Change of Control Event" means:

   (a) takeover bid: the occurrence of the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of more than 50% of Shares and that takeover bid has become unconditional;

   (b) scheme of arrangement: the announcement by the Company that the Shareholders have at a Court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all Company securities are to be either cancelled or transferred to a third party, and the Court, by order, approves the proposed scheme of arrangement; or

   (c) control: where a person becomes the legal or the beneficial owner of, or has a relevant interest (as defined in the Corporations Act) in, more than 50% of the Shares,

   where the change of control is triggered by a person who does not control the Company at the time the Performance Rights are issued.

   For the avoidance of doubt, a Change of Control Event does not include any internal reorganisation of the structure, business and/or assets of the Company and its related entities.

6. (**Vesting**): Subject to the satisfaction of the STI Vesting Condition or LTI Vesting Condition (as applicable) by the relevant vesting date, the Company will notify the holder in writing (**Vesting Notice**) that the relevant Vesting Condition has been satisfied.

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

   (a) in respect of the Performance Rights the subject of the STI:

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

      (ii) 5:00pm (AWST) on 31 December 2028; and

   (b) in respect of the Performance Rights the subject of the LTI:

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

      (ii) 5:00pm (AWST) on 31 December 2030,

   or as otherwise provided for under the terms of the Plan (**Expiry Date**).

8. (**Exercise**): At any time between receipt of a Vesting Notice and the Expiry Date (as defined in clause 7 above), the holder may apply to exercise Performance Rights by delivering a signed notice of exercise to the Chief HR Officer (**Notice of Exercise**). The holder is not required to pay a fee to exercise the Performance Rights.

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

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

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

   (c) if required, and subject to clause 10, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and

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

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

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

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

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

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

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

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

17. (**Entitlements and bonus issues**): Subject to the rights under clause 18, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues. There will be no change to the number of Shares over which the Performance Rights are exercisable in the event of the Company making a pro-rata issue of Shares or other securities to the holders of Shares in the Company (other than a bonus issue).

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

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

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

21. (**Takeovers prohibition**):

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

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

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

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

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

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

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Schedule 4 Valuation of Director Performance Rights

The Director Performance Rights the subject of the STI have been independently valued by RSM Australia Pty Ltd as follows:

Assumptions	Tranche 1	Tranche 2	Tranche 3	Tranche 4	Tranche 5	Tranche 6	Tranche 7
Valuation Date	8-Oct-26	8-Oct-26	8-Oct-26	8-Oct-26	8-Oct-26	8-Oct-26	8-Oct-26
Number of Performance Rights[3]	117,554	176,330	176,330	176,331	58,777	235,107	235,107
Spot Price	$0.645	$0.645	$0.645	$0.645	$0.645	$0.645	$0.645
Barrier Price	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Vesting Date	30-Jun-27	30-Jun-27	30-Jun-27	30-Jun-27	30-Jun-27	30-Jun-27	30-Jun-27
Expiry Date	31-Dec-28	31-Dec-28	31-Dec-28	31-Dec-28	31-Dec-28	31-Dec-28	31-Dec-28
Expected Future Volatility	80%	80%	80%	80%	80%	80%	80%
Risk Free Rate[1]	4.94%	4.94%	4.94%	4.94%	4.94%	4.94%	4.94%
Dividend Yield[2]	N/A	Nil	Nil	Nil	Nil	Nil	Nil
Valuation per Performance Right	**$0.645**	**$0.645**	**$0.645**	**$0.645**	**$0.645**	**$0.645**	**$0.645**
Total Value[3]	**$75,822**	**$113,733**	**$113,733**	**$113,733**	**$37,911**	**$151,644**	**$151,644**

Notes:

(1) Based on the yields of Commonwealth bonds using a two-year bond rate being the period which most closely correspond to the life of the Performance Rights. The interest rate has been sourced from the RBA as the closing rate on 7 October 2026, which is the most recent available data point.

(2) Assumes the Company is not expected to pay dividends over the life of the Performance Rights.

(3) Subject to the effects of rounding.

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The Director Performance Rights the subject of the LTI have been independently valued by RSM Australia Pty Ltd as follows:

- in respect of Tranche 1, using a tailored Monte Carlo option valuation model; and
- in respect of Tranches 2 and 3, using a Binomial Option valuation model.

Assumptions	RTSR Tranche 1	Non-Market Tranche 2	Non-Market Tranche 3
Valuation Date	8-Oct-26	8-Oct-26	8-Oct-26
Number of Performance Rights[4]	1,152,604	864,452	864,452
Spot Price	$0.645	$0.645	$0.645
Barrier Price	N/A	N/A	N/A
Vesting Date	30-Jun-29	30-Jun-29	30-Jun-29
Expiry Date	31-Dec-30	31-Dec-30	31-Dec-30
Expected Future Volatility	80%	80%	80%
Expected Future Volatility (Peers)[1]	See Note 1	N/A	N/A
Risk Free Rate[2]	5.01%	5.01%	5.01%
Dividend Yield[3]	Nil	Nil	Nil
Valuation per Performance Right	**$0.608**	**$0.645**	**$0.645**
Total Value[4]	**$700,783**	**$557,572**	**$557,572**

Notes:

(1) Based on the historical share price volatility of the Peer Group entities, as follows: (i) Rox Resources Ltd (ASX: RXL) – 72%; (ii) Astral Resources NL (ASX: AAR) – 68.6%; (iii) Black Cat Syndicate Ltd (ASX: BC8) – 72.1%; (iv) Minerals 260 Limited (ASX: MI6) – 79.7%; (v) Medallion Metals Limited (ASX: MM8) – 76.6%; (vi) Benz Mining Corp. (ASX: BNZ) – 97.2%; (vii) Pantoro Gold Ltd (ASX: PNR) – 72.4%; (viii) Oro Banda Mining Ltd (ASX: OBM) – 71.6%; (ix) Andean Silver Limited (ASX: ASL) – 84.9%; and (x) Cyprium Metals Limited (ASX: CYM) – 95.1%. The model incorporates the expected volatilities, beta and correlation assumptions of Brightstar relative to the selected Peer Group.

(2) Based on the yields of Commonwealth bonds using a five-year bond rate being the period which most closely correspond to the life of the Performance Rights. The interest rate has been sourced from the RBA as the closing rate on 7 October 2026, which is the most recent available data point.

(3) Assumes the Company is not expected to pay dividends over the life of the Performance Rights.

(4) Subject to the effects of rounding.

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Schedule 5 Summary of terms and conditions of Director ZEPOs

1. (**Entitlement**): Subject to the terms and conditions set out below, each Director ZEPO (hereafter referred to as "**Option**"), once vested, entitles the holder to the issue of one fully paid ordinary share in the capital of the Company (**Share**).

2. (**Issue Price**): The Options are issued for nil cash consideration.

3. (**Vesting**): The Options will vest in three equal tranches in the manner set out in the table below, subject to the holder (or the person who is entitled to be registered as the holder) remaining employed or engaged by the Company for a continuous period up to and including the relevant Vesting Date (**Retention Condition**). The Board may waive the Retention Condition in its absolute discretion, having regard to the circumstances in which the holder (or the person who is entitled to be registered as the holder) ceased to be employed or otherwise engaged by the Company.

Tranche	Vesting Date
1	12 months from the date of issue
2	24 months from the date of issue
3	36 months from the date of issue

The Company will notify the holder in writing (**Vesting Notice**) that the Options have vested.

4. (**Expiry Date**): Each Option will expire at 5.00pm (AWST) on 31 December 2030 (**Expiry Date**). Any Option not exercised on or before the Expiry Date will automatically lapse on the Expiry Date.

5. (**Exercise Period**): At any time between receipt of a Vesting Notice and the Expiry Date, the holder may apply to exercise Options.

6. (**Exercise Price**): The Options have an exercise price of nil.

7. (**Notice of Exercise**): The vested Options may be exercised by delivering a signed notice of exercise to the Company Secretary (**Notice of Exercise**). Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt of the Notice of Exercise (**Exercise Date**).

8. (**Issue of Shares**): Within 5 business days after the valid exercise of an Option, the Company will:

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

   (b) issue a substitute holding statement for any remaining unexercised Options held by the holder;

   (c) if required, and subject to clause 9, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and

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

9. (**Restrictions on transfer of Shares**): If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Options may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations

Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.

10. (**Ranking**): All Shares issued upon the exercise of Options will upon issue rank equally in all respects with other Shares.

11. (**Transferability of the Options**): The Options are not transferable, except with the prior written approval of the Company at its sole discretion in line with the limited special circumstances outlined in the Plan and subject to compliance with the Corporations Act and Listing Rules.

12. (**Dividend rights**): An Option does not entitle the holder to any dividends.

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

14. (**Quotation of the Options**): The Company will not apply for quotation of the Options on any securities exchange.

15. (**Change of Control**): On the occurrence of a Change of Control Event, all unvested Options will immediately vest and be exercised into Shares. A "Change of Control Event" means:

    (a) takeover bid: the occurrence of the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of more than 50% of Shares and that takeover bid has become unconditional;

    (b) scheme of arrangement: the announcement by the Company that the Shareholders have at a Court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all Company securities are to be either cancelled or transferred to a third party, and the Court, by order, approves the proposed scheme of arrangement; or

    (c) control: where a person becomes the legal or the beneficial owner of, or has a relevant interest (as defined in the Corporations Act) in, more than 50% of the Shares,

    where the change of control is triggered by a person who does not control the Company at the time the Options are issued.

    For the avoidance of doubt, a Change of Control Event does not include any internal reorganisation of the structure, business and/or assets of the Company and its related entities.

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

17. (**Entitlements and bonus issues**): Subject to the rights under clause 18, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.

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

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

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

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21. (**Takeovers prohibition**):

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

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

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

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

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

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

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Schedule 6 Valuation of Director ZEPOs

The Director ZEPOs the subject of the awards have been independently valued by RSM Australia Pty Ltd using a Binomial Option valuation model as follows:

Assumptions	Tranche 1	Tranche 2	Tranche 3
Valuation Date	8-Oct-26	8-Oct-26	8-Oct-26
Number of ZEPOs[3]	350,686	350,686	350,685
Spot Price	$0.645	$0.645	$0.645
Barrier Price	N/A	N/A	N/A
Vesting Date	30-Jun-27	30-Jun-28	30-Jun-29
Exercise Price	Nil	Nil	Nil
Expiry Date	31-Dec-30	31-Dec-30	31-Dec-30
Expected Future Volatility	80%	80%	80%
Risk Free Rate[1]	4.93%	4.93%	4.93%
Dividend Yield[2]	N/A	N/A	N/A
Valuation per ZEPOs	**$0.645**	**$0.645**	**$0.645**
Total Value[3]	**$226,192**	**$226,192**	**$226,192**

Notes:

(1) Based on the yields of Commonwealth bonds using a five-year bond rate being the period which most closely correspond to the life of the ZEPOs. The interest rate has been sourced from the RBA as the closing rate on 7 October 2026, which is the most recent available data point.

(2) Assumes the Company is not expected to pay dividends over the life of the ZEPOs.

(3) Subject to the effects of rounding.

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Brightstar Resources Limited
ABN 44 100 727 491

Need assistance?

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

Online:
www.investorcentre.com/contact

BTR
MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **10:00am (AWST) on Sunday, 22 November 2026.**

Proxy Form

How to Vote on Items of Business

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

APPOINTMENT OF PROXY

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

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

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

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

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

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

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

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

PARTICIPATING IN THE MEETING

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

Lodge your Proxy Form: XX

Online:

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

Your secure access information is

Control Number: 999999
SRN/HIN: I9999999999
PIN: 99999

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

By Mail:

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

By Fax:

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

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

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

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MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

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

I 9999999999 I N D

Proxy Form

Please mark ☒ to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of Brightstar Resources Limited hereby appoint

☐ **the Chair of the Meeting** **OR** _____

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

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Annual General Meeting of Brightstar Resources Limited to be held at the Forrest Centre, Suite 2, Level 14, 221 St Georges Terrace, Perth WA 6000 on Tuesday, 24 November 2026 at 10:00am (AWST) and at any adjournment or postponement of that meeting.

Chair authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chair of the Meeting as my/our proxy (or the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolution 1, Resolution 3(a) - (b) and Resolution 4(a) - (b) (except where I/we have indicated a different voting intention in step 2) even though Resolution 1, Resolution 3(a) - (b) and Resolution 4(a) - (b) are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chair.

Important Note: If the Chair of the Meeting is (or becomes) your proxy you can direct the Chair to vote for or against or abstain from voting on Resolution 1, Resolution 3(a) - (b) and Resolution 4(a) - (b) by marking the appropriate box in step 2.

Step 2 Items of Business

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

		For	Against	Abstain
1	Remuneration Report	☐	☐	☐
2	Re-election of Director – Mr Richard Crookes	☐	☐	☐
3(a)	Approval of issue of Director Performance Rights to Mr Alex Rovira	☐	☐	☐
3(b)	Approval of issue of Director Performance Rights to Mr Andrew Rich	☐	☐	☐
4(a)	Approval of issue of Director ZEPOs to Mr Richard Crookes	☐	☐	☐
4(b)	Approval of issue of Director ZEPOs to Mr Jonathan Downes	☐	☐	☐
5	Modification of existing Constitution	☐	☐	☐

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

Step 3 Signature of Securityholder(s)

This section must be completed.

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

Update your communication details *(Optional)*

Mobile Number _____

Email Address _____

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

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