16 November 2026

SCHEME BECOMES LEGALLY EFFECTIVE

Further to the announcement made on Friday, 13 November 2026, Hammer Metals Limited (ASX: HMX) (**Hammer Metals** or **Company**) is pleased to confirm that the scheme of arrangement pursuant to which Austral Resources Australia Ltd (ASX: AR1) (**Austral**) will acquire 100% of the issued shares in Hammer Metals (**Scheme**) is now legally effective. It is expected that Hammer Metals Shares will be suspended from close of trading today, Monday, 16 November 2026.

Unless otherwise specified, capitalised terms used in this announcement have the meaning given to them in the Scheme Booklet dated 2 October 2026 (**Scheme Booklet**).

Hammer Metals lodged an office copy of the orders made by the Federal Court of Australia (**Court**) approving the Scheme with the Australian Securities and Investments Commission today pursuant to section 411(10) of the *Corporations Act 2001* (Cth). An office copy of the Court orders is attached to this announcement.

KEY DATES

The remaining key dates of the Scheme and Demerger are set out below:

Event	Time and Date
Effective Date of the Scheme Court order is lodged with ASIC and the Scheme is Effective	Monday, 16 November 2026
Last date of trading of Hammer Metals Shares on ASX Suspension of Hammer Metals Shares from trading on ASX from close of trading	Monday, 16 November 2026
New Austral Shares expected to commence trading on a deferred settlement basis First day of trading in New Austral Shares on ASX on a deferred settlement basis (ASX: AR1)	Tuesday, 17 November 2026
Demerger Record Date Record date for determining entitlements to SpinCo Shares under the Demerger	7:00pm (Sydney time) on Wednesday, 18 November 2026
Record Date for the Scheme Record date for determining entitlement to receive Scheme Consideration	7:00pm (Sydney time) on Wednesday, 18 November 2026
Deadline for lodgement of completed Opt-out Notice Small Shareholders who do not wish to participate in the Scheme Sale Facility may elect to opt-out of the Scheme Sale Facility and receive New Austral Shares by completing and returning an Opt-out Notice	5:00pm (AWST) on Friday, 20 November 2026

Event	Time and Date
Demerger Implementation Date Implementation date for the transfer of SpinCo Shares to Eligible Hammer Metals Shareholders	Monday, 23 November 2026
Implementation Date for the Scheme Provision of the Scheme Consideration to Scheme Shareholders and commencement of despatch of holding statements to Scheme Shareholders confirming the issue of New Austral Shares	Wednesday, 25 November 2026
Termination of official quotation of Hammer Metals Shares on ASX and Hammer Metals to be removed from the official list of ASX	Thursday, 26 November 2026
New Austral Shares expected to commence trading on a normal settlement basis First day of trading in New Austral Shares on ASX on a normal settlement basis (ASX: AR1)	Thursday, 26 November 2026

Note: All stated dates and times are indicative only. Any changes to the above timetable will be announced to ASX and will be available under Hammer Metals' profile on ASX at https://www.asx.com.au/.

If you have any questions about the Scheme, the Demerger or the Scheme Booklet, please contact the Hammer Metals Information Line on 1300 109 770 (from within Australia) or +61 2 8072 1483 (from outside Australia), Monday to Friday between 6:30am to 5:00pm (AWST) (excluding public holidays).

This announcement has been authorised for release to ASX by the Board of Hammer Metals Limited.
For further information please contact:

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– END –

Federal Court of Australia

District Registry: Western Australia Registry

Division: General No: WAD311/2026

HAMMER METALS LIMITED and others named in the schedule
Plaintiff

ORDER

JUDGE: Justice Jackson

DATE OF ORDER: 13 November 2026

WHERE MADE: Perth

THE COURT ORDERS THAT:

1. Pursuant to section 411(4)(b) of the ***Corporations Act*** *2001* (Cth) the scheme of arrangement (**Scheme**) between the plaintiff and the holders of fully paid ordinary shares in the plaintiff, in the form set out at pages 552 to 574 of the affidavit of Hendrik van Aswegen sworn 1 October 2026, a copy of which is Annexure A to these orders, is approved.
2. Pursuant to section 411(12) of the *Corporations Act*, the plaintiff is exempted from compliance with section 411(11) of the *Corporations Act* in relation to the Scheme.
3. The plaintiff must lodge an office copy of these orders with the Australian Securities and Investments Commission by 5.00 pm AWST on 16 November 2026.

Date orders authenticated: 13 November 2026

Registrar

Note: Entry of orders is dealt with in Rule 39.32 of the *Federal Court Rules 2011*.

ANNEXURE A

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Scheme of Arrangement

between

Hammer Metals Limited
ACN 095 092 158
(Hammer Metals)

and

Scheme Shareholders

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This scheme of arrangement is made

between	**Hammer Metals Limited** ACN 095 092 158 of Suite 2, Level 2, 41 Colin St, West Perth WA 6005 (**Hammer Metals**)
and	Each registered holder of the Hammer Metals Shares as at the Record Date (other than an Excluded Shareholder) (**Scheme Shareholders**)

1 Interpretation

1.1 Definitions

In this Scheme, except where the context otherwise requires:

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ABN 98 008 624 691 or, as the context required, the financial market known as "Australian Securities Exchange" or "ASX" operated by ASX Limited.

ATO means the Australian Taxation Office.

Austral means Austral Resources Australia Ltd ACN 142 485 470.

Austral Constitution means the constitution of Austral (as amended from time to time).

Austral Group means Austral and each of its Related Bodies Corporate, and a reference to an '**Austral Group Member**' is to Austral or any of its Related Bodies Corporate.

Austral Nominee has the meaning given in clause 3(a).

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

Austral Share Register means the register of members of Austral maintained in accordance with the Corporations Act.

Business Day:

(a) when used in relation to the Implementation Date and the Record Date, has the meaning given in the Listing Rules; and

(b) in all other cases, means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia.

CHESS means the clearing house electronic sub-register system of share transfers operated by ASX Settlement and Transfer Corporation Pty Ltd.

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

Court means the Federal Court of Australia, or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Hammer Metals and Austral.

Deed Poll means the deed poll under which Austral covenants in favour of the Scheme Shareholders to perform the obligations attributed to it under the Scheme in the form of Annexure A, or such other form as is agreed in writing between Hammer Metals and Austral.

Effective means the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

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Effective Date means the date on which the Scheme becomes Effective.

End Date means 31 January 2027, or such later date as Hammer Metals and Austral may agree in writing.

Excluded Shareholder means any Austral Group Member who is a Hammer Metals Shareholder as at the Record Date.

First Court Date means the first day on which an application made to the Court for orders under section 411(1) of the Corporations Act directing Hammer Metals to convene the Scheme Meeting is heard (or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard), with such hearing being the First Court Hearing.

Government Agency means any foreign or Australian government or governmental, semi governmental, administrative, fiscal, statutory or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian and includes the ASX, and any other relevant stock exchange, ASIC, the Takeovers Panel, the Australian Foreign Investment Review Board, the ATO.

Hammer Metals Registry means Automic Pty Ltd ACN 152 260 814.

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

Hammer Metals Share Register means the register of members of Hammer Metals maintained in accordance with the Corporations Act.

Hammer Metals Shareholder means a registered holder of one or more Hammer Metals Shares, as shown in the Hammer Metals Share Register.

Implementation Date means the fifth Business Day after the Record Date or such other day after the Record Date as Hammer Metals and Austral agree in writing or is ordered by the Court.

Ineligible Foreign Shareholder means any Scheme Shareholder whose address shown on the Hammer Metals Share Register as at the Record Date is in a place outside Australia, New Zealand, Hong Kong, Singapore, Switzerland and the United Kingdom, or any other jurisdiction agreed in writing by Hammer Metals and Austral (each acting reasonably) or unless Austral determines (in its sole and absolute discretion) that it is lawful and not unduly onerous or impracticable to issue that Scheme Shareholder with the Scheme Consideration when the Scheme becomes Effective.

ITAA 1997 means the *Income Tax Assessment Act 1997* (Cth).

Listing Rules means the official listing rules of the ASX as amended from time to time.

New Austral Share means an Austral Share to be issued under the Scheme.

Non-electing Small Shareholder means a Small Shareholder who has not provided the Hammer Metals Registry with an Opt out Notice in accordance with the terms of the Scheme.

Opt out Notice means a notice by a Small Shareholder requesting to receive the Scheme Consideration in accordance with the Scheme.

Record Date means 7:00pm (Sydney time) on the second Business Day after the Effective Date, or such other time and date as Hammer Metals and Austral agree in writing.

Registered Address means in relation to a Hammer Metals Shareholder, the address of that Hammer Metals Shareholder shown in the Hammer Metals Share Register.

Related Body Corporate has the meaning given in the Corporations Act.

Relevant Austral Shares has the meaning given in clause 7.8(c).

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Rights means all accretions, rights and benefits attaching to, or arising from, the Scheme Shares directly or indirectly, including any capital returns, all dividends and all rights to receive them and rights to receive or subscribe for shares, notes, bonds, options or other securities or entitlements declared, paid or issued by Hammer Metals.

Sale Agent means a person appointed by Austral to sell the Relevant Austral Shares, in accordance with clause 7.8, that would otherwise be issued to or for the benefit of Ineligible Foreign Shareholders and Non-electing Small Shareholders under the terms of the Scheme.

Scheme means the scheme of arrangement between Hammer Metals and the Scheme Shareholders pursuant to which all of the Scheme Shares will be transferred to Austral under Part 5.1 of the Corporations Act, in consideration for the Scheme Consideration, as set out in this document, subject to any alterations or conditions that are made or required by the Court under section 411(6) of the Corporations Act and agreed to in writing by Austral and Hammer Metals.

Scheme Consideration means the consideration to be provided by or on behalf of Austral to each Scheme Shareholder for the transfer of each Scheme Share under the Scheme (subject to clauses 7.4 and 7.8), being 1.2903 New Austral Shares for every one Scheme Share held by a Scheme Shareholder in accordance with the Deed Poll.

Scheme Implementation Deed means the Scheme Implementation Deed dated on or about 11 August 2026 between Hammer Metals and Austral, as may be amended or varied from time to time.

Scheme Meeting means the meeting of Hammer Metals Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act to consider and vote on the Scheme, including any adjournment or postponement thereof.

Scheme Share means a Hammer Metals Share held by a Scheme Shareholder as at the Record Date.

Scheme Shareholder means a Hammer Metals Shareholder as at the Record Date (other than an Excluded Shareholder).

Second Court Date means the first day on which an application made to the Court for orders under section 411(4)(b) of the Corporations Act approving the Scheme is heard (or if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard), with such hearing being the Second Court Hearing.

Security Interest means any security interest, including:

(a) a 'Security Interest' within the meaning of section 9 of the Corporations Act;

(b) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property; and

(c) any right of first refusal, pre-emptive right or any similar restriction.

Share Scheme Transfer means one or more duly completed and executed proper instruments of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be or include a master transfer of all Scheme Shares.

Share Splitting means the splitting by a holder of Hammer Metals Shares into two or more parcels of Hammer Metals Shares whether or not it results in any change in beneficial ownership of the Hammer Metals Shares.

Small Shareholder means a Scheme Shareholder (other than an Ineligible Foreign Shareholder) who based on their holding of Scheme Shares on the Record Date, would on implementation of the Scheme, be entitled to receive less than a marketable parcel (as that term is defined in the ASX Listing Rules) of New Austral Shares (assessed by reference to the highest closing price of Austral

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Shares on ASX beginning on the date the Scheme Booklet is registered by ASIC under section 412(6) of the Corporations Act and ending on the Effective Date) as Scheme Consideration.

Subsidiary has the meaning given to that term in Division 6 of Part 1.2 of the Corporations Act.

1.2 Interpretation

Headings are for ease of reference only and do not affect interpretation. In this document, the following rules apply unless the context requires otherwise:

(a) the singular includes the plural, and the converse also applies;

(b) the meaning of general words is not limited by specific examples introduced by 'including', 'for example', 'such as' or similar expressions;

(c) a gender includes other genders;

(d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(e) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this document, and a reference to this document includes any schedule or annexure;

(f) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(g) a reference to A$, $A, dollar or $ is to the lawful currency of Australia;

(h) a reference to time is, unless otherwise indicated, a reference to that time in Perth, Western Australia;

(i) a reference to a party is to a party to this document, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

(j) a reference to a person includes a natural person, partnership, body corporate, joint venture, association, governmental or local authority or agency or other entity or organisation;

(k) a reference to 'law' includes common law, principles of equity and legislation (including regulations);

(l) a reference to legislation or to a provision of legislation (including a listing rule or operating rule of a financial market or of a clearing and settlement facility) includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(m) a reference to 'regulations' includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);

(n) a reference to a body (including an institute, association or authority), other than a party to this document, whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

(o) a reference to an agreement other than this document includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;

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(p) a word or expression defined in the Scheme Implementation Deed, and which is not defined in clause 1.1, has the meaning given to it in the Scheme Implementation Deed;

(q) a word or expression defined in the Corporations Act, and which is not defined in clause 1.1 or the Scheme Implementation Deed, has the meaning given to it in the Corporations Act;

(r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

(s) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(t) if an act prescribed under this document to be done by a party on or by a given day is done after 5:00pm on that day, it is taken to be done on the next day;

(u) a reference to the Listing Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party;

(v) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it;

(w) a reference to something being 'reasonably likely' (or to a similar expression) is a reference to that thing being more likely than not to occur, when assessed objectively; and

(x) a reference to conduct includes an omission, statement or undertaking, whether or not in writing.

1.3 Business Day

If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

2 Preliminary

2.1 Austral Resources Australia Ltd

Austral is:

(a) a public company limited by shares;

(b) incorporated in Australia and registered in Victoria; and

(c) admitted to the official list of ASX and Austral Shares are quoted for trading on the ASX.

2.2 Hammer Metals Limited

Hammer Metals is:

(a) a public company limited by shares;

(b) incorporated in Australia and registered in Western Australia; and

(c) admitted to the official list of ASX and Hammer Metals Shares are quoted for trading on the ASX.

2.3 If the Scheme becomes Effective

If this Scheme becomes Effective, then each of the following will occur on the Implementation Date:

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(a) all Scheme Shares, and all the Rights attaching to them as at the Implementation Date, will be transferred to Austral;

(b) in consideration for the transfer of each Scheme Share to Austral, Austral will provide, or cause to be provided, the Scheme Consideration to each Scheme Shareholder in accordance with the terms of this Scheme and the Deed Poll; and

(c) Hammer Metals will enter the name of Austral in the Hammer Metals Share Register as the holder of all Scheme Shares in accordance with the terms of this Scheme.

2.4 Scheme Implementation Deed

Austral and Hammer Metals have agreed by executing the Scheme Implementation Deed to implement the terms of this Scheme.

2.5 Deed Poll

This Scheme attributes actions to Austral but does not itself impose an obligation on it to perform those actions. Austral has executed the Deed Poll for the purpose of covenanting in favour of the Scheme Shareholders to perform (or procure the performance of) the obligations attributable to Austral under this Scheme, including to provide, or cause to be provided, the Scheme Consideration to the Scheme Shareholders in accordance with the terms of this Scheme.

3 Austral Nominee

(a) Austral may nominate any wholly owned Subsidiary of Austral (**Austral Nominee**) to acquire the Scheme Shares under this Scheme by giving written notice to Hammer Metals on or before the date that is 10 Business Days before the First Court Date.

(b) If Austral nominates the Austral Nominee to acquire the Scheme Shares under the Scheme, then:

(i) references in this Scheme to Austral acquiring the Scheme Shares under this Scheme are to be read as references to the Austral Nominee doing so;

(ii) other references in this Scheme to Austral are to be read as references to Austral or the Austral Nominee, other than to the extent those provisions relate to the New Austral Shares which will always be fully paid ordinary shares in the capital of Austral (and not the Austral Nominee);

(iii) the parties must procure that the Scheme Shares transferred under this Scheme are transferred to the Austral Nominee, rather than Austral;

(iv) the parties must procure that the Scheme and Deed Poll are entered into in a form so as to reflect, or are amended to reflect, the Austral Nominee acquiring the Scheme Shares under the Scheme;

(v) Austral must procure that the Austral Nominee complies with the relevant obligations of Austral under this Scheme, and enters into a deed of accession on terms acceptable to Hammer Metals (acting reasonably); and

(vi) any such nomination will not relieve Austral of its obligations under this Scheme, including the obligation to provide, or cause to be provided, the Scheme Consideration in accordance with the terms of this Scheme, provided that Austral will not be in breach of this Scheme for failing to perform an obligation of Austral if that obligation is fully discharged by the Austral Nominee.

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4 Conditions precedent

4.1 Conditions precedent to the Scheme

This Scheme is conditional on, and will have no force or effect until, the satisfaction of each of the following conditions precedent:

(a) as at 8:00am on the Second Court Date, all of the conditions precedent in clause 3.1 of the Scheme Implementation Deed having been satisfied or waived (other than the condition precedent relating to Court approval set out in clause 3.1(b) of the Scheme Implementation Deed) in accordance with the terms of the Scheme Implementation Deed;

(b) neither the Scheme Implementation Deed nor the Deed Poll is terminated in accordance with their respective terms before 8:00am on the Second Court Date;

(c) the Court making orders approving this Scheme pursuant to section 411(4)(b) of the Corporations Act, including any alterations made or required by the Court under 411(4)(b) of the Corporations Act and agreed to by Austral and Hammer Metals (such agreement not to be unreasonably withheld or delayed);

(d) such other alterations or conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme and agreed to by Austral and Hammer Metals (such agreement not to be unreasonably withheld or delayed) having been satisfied or waived; and

(e) the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) of the Corporations Act (and, if applicable, section 411(6) of the Corporations Act) in relation to this Scheme on or before the End Date.

4.2 Certificate in relation to conditions precedent

(a) Austral and Hammer Metals must each provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, signed for and on behalf of the relevant party in the form of a deed confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent set out in clause 4.1 (other than the conditions precedent in clauses 4.1(c), 4.1(d) and 4.1(e)) have been satisfied or waived.

(b) The certificate given by each of Austral and Hammer Metals pursuant to clause 4.2(a) will constitute conclusive evidence of whether the conditions precedent referred to in clause 4.1 (other than the conditions precedent in clauses 4.1(c), 4.1(d) and 4.1(e)) have been satisfied or waived.

5 Scheme

5.1 Effective Date

Subject to clause 4, this Scheme will come into effect pursuant to section 411(10) of the Corporations Act on and from the Effective Date.

5.2 End Date

Without limiting any rights or obligations under the Scheme Implementation Deed, this Scheme will lapse and be of no further force or effect if:

(a) the Effective Date does not occur on or before the End Date; or

(b) the Scheme Implementation Deed or the Deed Poll is terminated in accordance with their respective terms,

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unless Austral and Hammer Metals otherwise agree in writing.

6 Implementation of the Scheme

6.1 Lodgement of Court orders with ASIC

If the conditions precedent set out in clause 4.1 (other than the condition precedent in clause 4.1(e)) are satisfied, Hammer Metals must lodge with ASIC, in accordance with section 411(10) of the Corporations Act, an office copy of the Court order made under section 411(4)(b) of the Corporations Act approving this Scheme as soon as reasonably practicable and, in any event, before 4:00pm on the first Business Day after the date on which the Court order was made (or such date as Austral and Hammer Metals agree in writing).

6.2 Transfer and registration of Scheme Shares

Subject to this Scheme becoming Effective, on the Implementation Date, but subject to the provision of the Scheme Consideration for the Scheme Shares in accordance with clause 7 and Austral having provided Hammer Metals with written confirmation of the provision of the Scheme Consideration:

(a) the Scheme Shares, together with all Rights as at the Implementation Date, must be transferred to Austral, without the need for any further act by any Scheme Shareholder (other than acts performed by Hammer Metals as attorney and agent for Scheme Shareholders under clause 10), by:

(i) Hammer Metals delivering to Austral a duly completed and executed Share Scheme Transfer to transfer all of the Scheme Shares to Austral, duly executed by Hammer Metals on behalf of each Scheme Shareholder as their agent and attorney, for registration; and

(ii) Austral duly executing the Share Scheme Transfer, attending to stamping of the Share Scheme Transfer (if required) and delivering it to Hammer Metals for registration; and

(b) immediately after receipt of the duly executed Share Scheme Transfer, Hammer Metals must enter, or procure the entry of, the name of Austral in the Hammer Metals Share Register as the holder of all Scheme Shares transferred to Austral in accordance with the terms of this Scheme.

6.3 Entitlement to Scheme Consideration

On the Implementation Date, in consideration for the transfer to Austral of the Scheme Shares, each Scheme Shareholder will be entitled to receive, and Austral will provide, or cause to be provided, to each Scheme Shareholder (subject to the terms of this Scheme), the Scheme Consideration in respect of each of their Scheme Shares in accordance with clause 7 and the Deed Poll.

6.4 Title and rights in Scheme Shares

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder (other than Ineligible Foreign Shareholders and Non-electing Small Shareholders), Austral will be beneficially entitled to the Scheme Shares (including all of the Rights attaching to such Scheme Shares as at the Implementation Date) transferred to it under this Scheme.

6.5 Warranty by Scheme Shareholders

(a) Each Scheme Shareholder is deemed (by operation of this Scheme and without the need for any further act by the Scheme Shareholder) to have warranted to Austral and Hammer Metals on the Implementation Date, and, to the extent enforceable, to have appointed and authorised Hammer Metals as that Scheme Shareholder's agent and attorney to warrant to Austral on the Implementation Date, that:

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(i) all their Scheme Shares (including any Rights attaching to their Scheme Shares) transferred to Austral under this Scheme will, as at the time of the transfer, be fully paid and free from all Security Interests of any kind whether legal or otherwise, and free from any restrictions on transfer of any kind not referred to in this Scheme;

(ii) they have full power and capacity to sell and to transfer their Scheme Shares (including any Rights) to Austral under this Scheme; and

(iii) they have no existing right to be issued any Hammer Metals Shares or any other Hammer Metals securities.

(b) Hammer Metals undertakes in favour of each Scheme Shareholder that it will provide such warranty, to the extent enforceable, to Austral as agent and attorney for each Scheme Shareholder.

6.6 Transfer free of Security Interests

To the extent permitted by law, all Scheme Shares (including any Rights) which are transferred to Austral under this Scheme will, at the time of the transfer of them to Austral, be fully paid and free from all Security Interests of any kind, whether legal or otherwise, and free from any restrictions on transfer of any kind not referred to in this Scheme.

6.7 Appointment of Austral as sole proxy

(a) Subject to the provision of the Scheme Consideration for the Scheme Shares as contemplated by clause 7, on and from the Implementation Date until Hammer Metals registers Austral as the holder of all of the Scheme Shares in the Hammer Metals Share Register, each Scheme Shareholder (by operation of this Scheme and without the need for any further act by the Scheme Shareholder):

(i) is deemed to have irrevocably appointed Hammer Metals as attorney and agent (and directed Hammer Metals in such capacity) to appoint Austral and any of Austral's directors, secretaries and officers nominated by Austral, as its sole proxy, and where applicable corporate representative, to attend shareholders' meetings, exercise the votes attaching to Scheme Shares registered in the name of that Scheme Shareholder and sign any shareholders resolution;

(ii) must not attend or vote at any of those meetings or sign any resolutions referred to in clause 6.7(a)(i), whether in person, by proxy or by corporate representative (other than pursuant to clause 6.7(a)(i));

(iii) must take all other actions in the capacity of the registered holder of Scheme Shares as Austral directs; and

(iv) acknowledges and agrees that in exercising the powers referred to in clause 6.7(a)(i), Austral and any directors, secretaries and officers nominated by Austral under clause 6.7(a)(i) may act in the best interests of Austral as the intended registered holder of the Scheme Shares.

(b) Hammer Metals undertakes in favour of each Scheme Shareholder that it will appoint Austral and any of Austral's directors, secretaries or officers nominated under clause 6.7(a)(i) as that Scheme Shareholder's proxy or, where applicable, corporate representative in accordance with clause 6.7(a)(i).

7 Scheme Consideration

7.1 Consideration under the Scheme

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On the Implementation Date, Austral must provide, or cause the provision of, the Scheme Consideration to the Scheme Shareholders (or to the Sale Agent in accordance with clause 7.8) in accordance with this clause 7.

7.2 Scheme Consideration

Subject to the terms and conditions of this Scheme (including clause 7.4 in relation to fractional entitlements, clauses 7.8 and 7.9 of this Scheme in relation to Ineligible Foreign Shareholders and Non-electing Small Shareholders and clause 7.10), the Scheme Consideration will be provided by the issue by Austral of the Scheme Consideration to Scheme Shareholders on the Implementation Date.

7.3 Provision of Scheme Consideration

Subject to the other provisions of this clause 7, the obligations of Austral to provide (or procure the provision of) the Scheme Consideration to the Scheme Shareholders will be satisfied by procuring that:

(a) the name and address of each such Scheme Shareholder is entered into the Austral Share Register on the Implementation Date in respect of the New Austral Shares to which it is entitled under this clause 7; and

(b) a share certificate or holding statement is sent to the Registered Address of each such Scheme Shareholder representing the number of New Austral Shares issued to the Scheme Shareholder pursuant to this Scheme.

7.4 Fractional entitlements

Where the calculation of the number of New Austral Shares to be issued to a particular Scheme Shareholder (or to the Sale Agent in the case of an Ineligible Foreign Shareholder or a Non-electing Small Shareholder) would result in the Scheme Shareholder becoming entitled to a part of a New Austral Share, then any such fractional entitlement:

(a) of 0.5 or more will be rounded up to the nearest whole number; and

(b) of less than 0.5 will be rounded down to the nearest whole number,

of New Austral Shares.

7.5 Shareholder splitting or division

If Austral is of the opinion (acting reasonably) that two or more Scheme Shareholders (each of whom holds a number of Scheme Shares that result in rounding in accordance with clause 7.4) have, before the Record Date, been party to Share Splitting or division in an attempt to obtain unfair advantage by reference to such rounding, Austral may give notice to those Scheme Shareholders:

(a) setting out their names and Registered Addresses;

(b) stating that opinion; and

(c) attributing the Scheme Shares held by all of them to one of them as specifically identified in the notice,

and, after such notice is given, the Scheme Shareholder specifically identified in the notice as the deemed holder of all the specified Scheme Shares will, for the purposes of the Scheme and the Deed Poll, be taken to hold all of those Scheme Shares and each of the other Scheme Shareholders whose names and Registered Addresses are set out in the notice will, for the purposes of the Scheme and the Deed Poll, be taken to hold no Scheme Shares. Austral, in complying with the other provisions of this Scheme and the Deed Poll relating to it in respect of the Scheme Shareholder specifically identified in the notice as the deemed holder of the specified Scheme

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Shares, will be taken to have satisfied and discharged its obligations to the other Scheme Shareholders named in the notice under the terms of this Scheme and the Deed Poll.

7.6 Scheme Shareholders' agreements

If the Scheme becomes Effective, each Scheme Shareholder (and, to the extent relevant, the Sale Agent) irrevocably:

(a) agrees to the transfer of their Scheme Shares together with all Rights in accordance with this Scheme;

(b) agrees to the variation, cancellation or modification of the Rights attached to their Scheme Shares constituted by or resulting from this Scheme;

(c) agrees to, on the direction of Austral, destroy any holding statements or share certificates relating to their Scheme Shares;

(d) agrees to become a shareholder of Austral, to have their name entered in the Austral Share Register and accepts the New Austral Shares issued to them under this Scheme on the terms and conditions of Austral Constitution;

(e) agrees and acknowledges that the issue of Scheme Consideration in accordance with clause 7.1 constitutes satisfaction of all that person's entitlements under this Scheme;

(f) acknowledges that this Scheme binds Hammer Metals and all of the Scheme Shareholders (including those who do not attend the Scheme Meeting and those who do not vote, or voted against this Scheme, at the Scheme Meeting) and, to the extent of any inconsistency and to the extent permitted by law, overrides the constitution of Hammer Metals; and

(g) consents to Hammer Metals and Austral doing all things and executing all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to this Scheme and the transactions contemplated by it,

in each case, without the need for any further act by that Scheme Shareholder (or the Sale Agent, as applicable).

7.7 Unclaimed monies

(a) Austral may cancel a cheque issued under this clause 7 if the cheque:

(i) is returned to Austral; or

(ii) has not been presented for payment within six months after the date on which the cheque was sent.

(b) During the period of 12 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Hammer Metals or Austral (or the Hammer Metals Registry or Austral's share registry) (which request may not be made until the date which is 10 Business Days after the Implementation Date), Austral must reissue or procure the reissuance of a cheque that was previously cancelled under clause 7.7(a).

(c) The *Unclaimed Monies Act 1990* (WA) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 6 of that Act).

(d) Any interest or other benefit accruing from unclaimed Scheme Consideration will be to the benefit of Hammer Metals.

7.8 Ineligible Foreign Shareholders and Non electing Small Shareholders

(a) Subject to obtaining relevant ASIC relief, if, and to the extent, required, Austral will allow Small Shareholders to elect, by providing a duly completed Opt out Notice to Hammer Metals by no later than 5:00pm on the date that is two Business Days after the Record Date

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(**Election Time**) to opt-out of the Sale Facility and receive the Scheme Consideration in accordance with the Scheme.

(b) Small Shareholders who have not provided an Opt Out Notice by the Election Time will be treated as a Non-electing Small Shareholder for the purposes of this clause 7.8.

(c) Austral has no obligation to issue, and will not issue or procure the issue of, any New Austral Shares to:

(i) an Ineligible Foreign Shareholder; or

(ii) a Non-electing Small Shareholder,

and instead will issue (subject to clause 7.4, 7.5 and 7.10) the New Austral Shares that would otherwise have been issued to, or for the benefit of, the Ineligible Foreign Shareholder or the Non-electing Small Shareholder (**Relevant Austral Shares**) to the Sale Agent.

(d) Austral will procure that, as soon as reasonably practicable and in any event not more than 10 Business Days after the Implementation Date, the Sale Agent:

(i) in consultation with Austral, sells or procures the sale of all of the Relevant Austral Shares on the financial market conducted by ASX in such manner, at such price and on such terms as the Sale Agent determines in good faith (and at the risk of the Ineligible Foreign Shareholders and Non-electing Small Shareholders); and

(ii) remits, or procures to be remitted, to Austral the proceeds of sale under clause 7.8(d)(i) (after deducting any applicable brokerage, stamp duty and other selling costs, taxes and charges) in dollars as soon as reasonably practicable and, in any event, within five Business Days of receipt.

(e) Austral must promptly, and in any event within 10 Business Days, after the last sale of Relevant Austral Shares in accordance with clause 7.8(d) pay, or procure the payment, to each Ineligible Foreign Shareholder and Non-electing Small Shareholder the amount calculated in accordance with the following formula and rounded down to the nearest cent:

A = (B ÷ C) x D

Where:

A is the amount to be paid to the Ineligible Foreign Shareholder or Non-electing Small Shareholder (as applicable);

B is the number of Relevant Austral Shares that would otherwise have been issued to that Ineligible Foreign Shareholder or Non-electing Small Shareholder (as applicable) if they had not been an Ineligible Foreign Shareholder or Non-electing Small Shareholder (as applicable), and which were issued to the Sale Agent for sale in accordance with clause 7.8(d);

C is the total number of Relevant Austral Shares which would have been issued to all Ineligible Foreign Shareholders and Non-electing Small Shareholders, and which were issued to the Sale Agent for sale in accordance with clause 7.8(d); and

D is the proceeds of sale (after deducting any applicable brokerage, stamp duty and other selling costs, taxes and charges), being the amount referred to in clause 7.8(d)(ii).

(f) Each Ineligible Foreign Shareholder and Non-electing Small Shareholder acknowledges and agrees that:

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(i) none of Austral, Hammer Metals or the Sale Agent give any assurance as to the price that will be achieved for the sale of the Relevant Austral Shares or the amount of proceeds to be received; and

(ii) Austral, Hammer Metals and the Sale Agent each expressly disclaim any fiduciary duty to any Ineligible Foreign Shareholder or Non-electing Small Shareholder which may arise in connection with this clause 7.8.

(g) Austral must pay or procure that each Ineligible Foreign Shareholder and Non-electing Small Shareholder is paid any amounts owing under clause 7.8(e) by either (in the absolute discretion of Austral):

(i) making a deposit in an account with any ADI (as defined in the *Banking Act 1959* (Cth)) in Australia notified by that Ineligible Foreign Shareholder or Non-electing Small Shareholder to Hammer Metals (or the Hammer Metals Registry) and recorded in or for the purposes of the Hammer Metals Share Register at the Record Date; or

(ii) dispatching, or procuring the dispatch, to that Ineligible Foreign Shareholder or Non-electing Small Shareholder by prepaid post to the Registered Address (as at the Record Date) of that Ineligible Foreign Shareholder or Non-electing Small Shareholder, a cheque in the name of that Ineligible Foreign Shareholder or Non-electing Small Shareholder (in the case of joint holders, the cheque will be drawn in the name of the joint holders and dispatched in accordance with the procedures set out in clause 7.12).

(h) Each Ineligible Foreign Shareholder and Non-electing Small Shareholder appoints Austral, and each director and officer of Austral, as its agent to receive on its behalf any financial services guide (or similar or equivalent document) and any other notices (including any updates of those documents) that the Sale Agent is required to provide to the Ineligible Foreign Shareholder or Non-electing Small Shareholder under the Corporations Act or any other applicable law.

(i) Payment of the relevant amounts calculated in accordance with clause 7.8(e) satisfies in full Austral's obligations to the Ineligible Foreign Shareholder or Non-electing Small Shareholder under this Scheme in respect of the Scheme Consideration, and no interest will be payable on any proceeds.

7.9 Other ineligible Scheme Shareholders

Where the issue of New Austral Shares to which a Scheme Shareholder (other than an Ineligible Foreign Shareholder or a Non-electing Small Shareholder) would otherwise be entitled under this Scheme would result in a breach of law:

(a) Austral will issue the maximum possible number of New Austral Shares to the Scheme Shareholder without giving rise to such a breach; and

(b) any further Scheme Consideration to which that Scheme Shareholder is entitled, but the issue of which to the Scheme Shareholder would give rise to such a breach, will instead be issued to the Sale Agent and dealt with under clause 7.8, as if:

(i) references to Ineligible Foreign Shareholders also included that Scheme Shareholder; and

(ii) references to Relevant Austral Shares also included any of that Scheme Shareholder's New Austral Shares that have been issued to the Sale Agent.

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7.10 Orders of a Court or Government Agency

(a) If written notice is given to Hammer Metals (or the Hammer Metals Registry) or Austral (or Austral's share registry) of an order, direction or notice made or given by a court of competent jurisdiction or by another Government Agency that:

(i) requires consideration which would otherwise be provided to a Scheme Shareholder in accordance with this clause 7 to instead be paid or provided to a Government Agency or other third party (either through payment of a sum or the issuance of a security), then Hammer Metals or Austral (as applicable) shall be entitled to procure that provision of that consideration is made in accordance with that order, direction or notice (and payment or provision of that consideration in accordance with that order, direction or notice will be treated for all purposes under this Scheme as having been paid or provided to that Scheme Shareholder); or

(ii) prevents Scheme Consideration being provided to any particular Scheme Shareholder in accordance with this clause 7, or the payment or provision of such Scheme Consideration is otherwise prohibited by applicable law, Hammer Metals or Austral (as applicable) shall be entitled to (as applicable):

(A) direct Austral not to issue (or procure the issue of), or to issue or provide to a trustee or nominee, such number of New Austral Shares as that Scheme Shareholder would otherwise be entitled to under this clause 7; or

(B) in the case of an Ineligible Foreign Shareholder or a Non-electing Small Shareholder, retain an amount, in Australian dollars, equal to the relevant Scheme Shareholder's share of the proceeds calculated in accordance with clause 7.8(e),

until such time as payment or provision of the consideration in accordance with this clause 7 is permitted by that order or direction or otherwise by law.

7.11 Shares to rank equally

Austral covenants in favour of Hammer Metals (in its own right and on behalf of the Scheme Shareholders) that, subject to this Scheme becoming Effective:

(a) the New Austral Shares will, upon their issue, rank equally in all respects with all other Austral Shares then on issue;

(b) it will do everything reasonably necessary to ensure that the New Austral Shares will be quoted on the official list of ASX and commence trading on a normal settlement basis no later than the first Business Day after the Implementation Date;

(c) the New Austral Shares will be duly and validly issued in accordance with applicable laws; and

(d) on issue, each New Austral Share will be fully paid and free from any Security Interest (except for any lien arising under the Austral Constitution).

7.12 Joint holders

In the case of Scheme Shares held in joint names:

(a) any New Austral Shares to be issued under this Scheme must be issued and registered in the names of the joint holders and entry in the Austral Share Register must take place in the same order as the holders' names appear in the Hammer Metals Share Register;

(b) any cheque required to be sent under this Scheme must be payable to the joint holders and sent to the holder whose name appears first in the Hammer Metals Share Register on the Record Date; and

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(c) any document required to be sent under this Scheme must be forwarded to either, at the sole discretion of Hammer Metals, the holder whose name appears first in the Hammer Metals Share Register as at the Record Date or to the joint holders.

7.13 Withholding

If Austral is required by Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or any other law to pay an amount to the ATO on behalf of a Scheme Shareholder in respect of the acquisition of Hammer Metals Shares from certain Scheme Shareholders, Austral:

(a) is entitled to deduct the relevant amounts from the payment of the Scheme Consideration to those Scheme Shareholders (by issuing such lesser number of New Austral Shares to the Scheme Shareholders or Sale Agent, as appropriate) and remit those amounts to the ATO;

(b) will not be obliged to increase the aggregate sum paid to Scheme Shareholders by the amount of the deduction contemplated in clause 7.13(a) and the net aggregate sum payable to those Scheme Shareholders should be taken to be in full and final satisfaction of amounts owing to those Scheme Shareholders; and

(c) must pay any amount to the ATO in the time permitted by law and, if requested in writing by the relevant Scheme Shareholder, provide a receipt or other appropriate evidence of such payment (or procure the provision of such receipt or other evidence) to the relevant Scheme Shareholder.

8 Dealings in Scheme Shares

8.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Scheme Shares or other alterations to the Hammer Metals Share Register will only be recognised if:

(a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Hammer Metals Share Register as the holder of the relevant Scheme Shares at the Record Date; and

(b) in all other cases, registrable transmission applications or transfers in registrable form in respect of those dealings are received on or before 5:00pm (Perth time) on the day which is the Record Date at the place where the Hammer Metals Share Register is kept,

and Hammer Metals must not accept for registration, nor recognise for any purpose any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

8.2 Hammer Metals Share Register

Hammer Metals must register, or cause to be registered, any registrable transmission applications or transfers of Hammer Metals Shares received in accordance with clause 8.1(b) on or before the Record Date, provided that nothing in this clause 8.2 requires Hammer Metals to register a transfer that would result in a Hammer Metals Shareholder holding a parcel of Hammer Metals Shares that is less than a 'marketable parcel' (as that term is defined in the Listing Rules).

8.3 No disposals after Record Date

If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of or purport or agree to dispose of any Scheme Shares or deal with or purport to deal with any interest in them after the Record Date in any way except as set out in this Scheme and any such disposal, dealing or purported disposal or dealing will be void, of no legal effect whatsoever and Hammer Metals will be entitled to disregard any such disposal, dealing or purported disposal or dealing.

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8.4 Maintenance of Hammer Metals Share Register

For the purpose of determining entitlements to the Scheme Consideration, Hammer Metals must maintain the Hammer Metals Share Register in accordance with the provisions of this clause 8 until the Scheme Consideration has been provided to the Scheme Shareholders and Austral has been entered in the Hammer Metals Share Register as the holder of all the Scheme Shares. The Hammer Metals Share Register in this form will solely determine entitlements to the Scheme Consideration.

8.5 Effect of certificates and holding statements

Subject to provision of the Scheme Consideration and registration of the transfer to Austral contemplated in clauses 6.2 and 8.4, any statements of holding in respect of Scheme Shares will cease to have effect after the Record Date as documents of title in respect of those shares (other than statements of holding in favour of Austral and its successors in title). After the Record Date, each entry current on the Hammer Metals Share Register as at the Record Date (other than entries in respect of Austral or its successors in title) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Hammer Metals Shares relating to that entry.

8.6 Details of Scheme Shareholders

(a) Within one Business Day after the Record Date, Hammer Metals must ensure that details of the names, Registered Addresses and holdings of Scheme Shares for each Scheme Shareholder, as shown in the Hammer Metals Share Register at the Record Date, are available, and provided, to Austral in such form as Austral reasonably requires.

(b) Each Scheme Shareholder agrees that the information referred to in this clause 8.6 may be disclosed to Austral, its advisers, share registry and other service providers to the extent necessary to effect this Scheme.

8.7 Quotation of Hammer Metals Shares

Hammer Metals must apply to the ASX to suspend trading in the Hammer Metals Shares on the ASX with effect from the close of trading on ASX on the Effective Date, or such other date and time agreed between Hammer Metals and Austral.

8.8 Termination of quotation of Hammer Metals Shares

Hammer Metals must apply:

(a) for termination of the official quotation of Hammer Metals Shares on ASX; and

(b) to have itself removed from the official list of ASX,

in each case with effect on and from the close of trading on the Business Day immediately following the Implementation Date.

9 Instructions and notification

If not prohibited by law (and including where permitted or facilitated by relief granted by a Government Agency), all instructions, notifications or elections by a Scheme Shareholder to Hammer Metals that are binding or deemed binding between the Scheme Shareholder and Hammer Metals relating to Hammer Metals or Hammer Metals Shares, including instructions, notifications or elections relating to:

(a) whether dividends are to be paid by cheque or into a specific bank account;

(b) payments of dividends on Hammer Metals Shares; and

(c) notices or other communications from Hammer Metals (including by email),

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will be deemed from the Implementation Date (except to the extent determined otherwise by Austral in its sole discretion), by reason of this Scheme, to be made by the Scheme Shareholder to Austral and to be a binding instruction, notification or election to, and accepted by, Austral until that instruction, notification or election is revoked or amended in writing addressed to Austral at its registry.

10 Power of attorney

Each Scheme Shareholder, without the need for any further act by any Scheme Shareholder:

(a) on and from the Effective Date, irrevocably appoints Hammer Metals as its attorney and agent for the purpose of enforcing the Deed Poll against Austral; and

(b) on and from the Effective Date, irrevocably appoints Hammer Metals as its attorney and agent for the purpose of executing any document, or doing or taking any other act, necessary or expedient to give effect to this Scheme and the transactions contemplated by it, including the Share Scheme Transfer on the Implementation Date,

and Hammer Metals accepts such appointment. Hammer Metals as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 10 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

11 Notices

11.1 No deemed receipt

If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Hammer Metals, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Hammer Metals' registered office or at the office of the Hammer Metals Share Register.

11.2 Accidental omission

The accidental omission to give notice of the Scheme Meeting or the non-receipt of such a notice by any Hammer Metals Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

12 General

12.1 Alterations and conditions

If the Court proposes to approve this Scheme subject to any alterations or conditions under section 411(6) of the Corporations Act, and those alterations or conditions have been agreed to by each of Hammer Metals and Austral:

(a) Hammer Metals may, with the prior consent of Austral, by its counsel or solicitor, consent on behalf of all persons concerned to any such alterations or conditions; and

(b) each Scheme Shareholder agrees to any such alterations or conditions which Hammer Metals has consented to pursuant to clause 12.1(a).

12.2 Further assurances

(a) Each Scheme Shareholder and Hammer Metals will execute all documents and do all things necessary or expedient to implement, and perform its obligations under, this Scheme and the transactions contemplated by it.

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(b) Without limiting Hammer Metals' other powers under this Scheme, Hammer Metals has power to do all things that it considers necessary or desirable to give effect to this Scheme and the transactions contemplated by it.

12.3 Consent

Each of the Scheme Shareholders:

(a) irrevocably consents to Austral and Hammer Metals doing all things necessary or expedient for or incidental to the implementation of this Scheme; and

(b) acknowledges that this Scheme binds Hammer Metals and all Scheme Shareholders (including those who do not attend the Scheme Meeting or do not vote at that meeting or vote against the Scheme at that Scheme Meeting) and, to the extent of any inconsistency and to the extent permitted by law, overrides the constitution of Hammer Metals.

12.4 No liability when acting in good faith

Without prejudice to the parties' rights under the Scheme Implementation Deed, neither Austral nor Hammer Metals, nor any of their respective officers or employees, will be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

12.5 Enforcement of Deed Poll

Hammer Metals undertakes in favour of each Scheme Shareholder to enforce the Deed Poll against Austral on behalf of and as agent and attorney for the Scheme Shareholders.

12.6 Stamp duty

Austral will:

(a) pay all stamp duty (if any) assessed as being payable on this document and with respect to the acquisition of the Scheme Shares pursuant to this Scheme, and any related fines, penalties and interest; and

(b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 12.6(a).

12.7 Scrip for scrip roll-over relief

In the event the Scheme Shareholders are eligible for scrip for scrip roll-over relief, Austral acknowledges it has not made, and will not make, a choice to deny roll-over relief to Scheme Shareholders under subsection 124-795(4) of the ITAA 1997.

13 Governing law

13.1 Governing law and jurisdiction

(a) This document is governed by and is to be construed in accordance with the laws applicable in Western Australia.

(b) Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

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13.2 Serving documents

Without preventing any other method of service, any document in an action in connection with this document may be served on a party by being delivered or left at that party's address set out in the section of this document headed 'Parties'.

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Annexure A

Deed Poll

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Schedule

No: WAD311/2026

Federal Court of Australia

District Registry: Western Australia Registry

Division: General

Interested Person	AUSTRAL RESOURCES AUSTRALIA LIMITED
Interested Person	AUSTRAL RESOURCES AUSTRALIA LIMITED ACN 142 485 470