Dear Shareholder,

**BOSS ENERGY LIMITED (ASX: BOE) 2025 ANNUAL GENERAL MEETING**

You are invited to attend the Annual General Meeting (**Meeting**) of Boss Energy Limited (ACN 116 834 336) (**Company**) to be held at the Duxton Hotel Perth, 1 St Georges Terrace, Perth WA 6000 on Thursday, 20 November 2025 at 10:30am (AWST).

As permitted by the *Corporations Act 2001* (Cth), the Company will not be dispatching physical copies of the Notice of Meeting unless the shareholder has made a valid election to receive documents in hard copy. Instead, the Notice of Meeting and accompanying explanatory statement (**Meeting Materials**) are being made available to shareholders electronically and can be viewed and downloaded online as follows:

- You can access the Meeting Materials online at the Company's website: https://bossenergy.com/investors/asx-announcements; or
- A complete copy of the Meeting Materials has been posted to the Company's ASX Market Announcement page at https://www.asx.com.au/ under the Company's ASX code "BOE"; or
- If you have provided an email address and have elected to receive electronic communications from the Company, you will receive an email to your nominated email address with a link to an electronic copy of the Meeting Materials and the Proxy Form.

For those shareholders that have not elected to receive notices by email, a copy of your personalised Proxy Form is enclosed for your convenience. Please complete and return the attached Proxy Form to the Company's share registry, Automic Registry Services, using any of the following methods:

| | |
|---|---|
| **Online:** | https://investor.automic.com.au/#/loginsah |
| **By mail:** | Automic<br>GPO Box 5193<br>Sydney NSW 2001 |
| **In person:** | Automic<br>Level 5, 126 Phillip Street<br>Sydney NSW 2000 |
| **By email:** | meetings@automicgroup.com.au |

Your Proxy Form must be received by 10:30am (AWST) on Tuesday, 18 November 2025, being not later than 48 hours before the commencement of the Meeting. Any Proxy Form received after that time will not be valid for the scheduled Meeting. The Company strongly encourages all shareholders to submit their personalised Proxy Form as instructed prior to the Meeting.

The Meeting Materials are important and should be read in their entirety. If shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

If you have difficulties obtaining a copy of the Meeting Materials please contact the Company's share registry, Automic, on 1300 288 664 (within Australia) or +61 2 9698 5414 (outside Australia).

Yours sincerely

Derek Hall
Company Secretary
Boss Energy Limited

FOR FURTHER INFORMATION PLEASE CONTACT:

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Boss_Energy

# BOSS ENERGY LIMITED

# ACN 116 834 336

## NOTICE OF ANNUAL GENERAL MEETING

**The annual general meeting of the Company will be held at the Duxton Hotel Perth, 1 St Georges Terrace, Perth WA on Thursday, 20 November 2025 at 10:30am (AWST).**

*Shareholders may vote by directed proxy rather than attend the Meeting in person. Proxy Forms for the Meeting should be lodged before 10:30am (AWST) on Tuesday, 18 November 2025.*

*Shareholders can also submit, and are encouraged to submit, any questions in advance of the Meeting by emailing the questions to the Company Secretary at boss@bossenergy.com by no later than 4:00pm (AWST) on Thursday, 13 November 2025.*

*If the above arrangements with respect to the Meeting change, Shareholders will be updated via the ASX Market Announcements Platform and the Company's website at https://bossenergy.com/.*

*This Notice should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their accountant, solicitor or other professional adviser prior to voting.*

***Should you wish to discuss any matter please do not hesitate to contact the Company Secretary by telephone on (08) 6263 4494.***

# BOSS ENERGY LIMITED

**ACN 116 834 336**

## NOTICE OF ANNUAL GENERAL MEETING

Notice is hereby given that the annual general meeting of Shareholders of Boss Energy Limited (**Company**) will be held at the Duxton Hotel Perth, 1 St Georges Terrace, Perth WA on Thursday, 20 November 2025 at 10:30am (AWST) (**Meeting**).

The Explanatory Memorandum provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form are part of this 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 at 4:00pm (AWST) on Tuesday, 18 November 2025. Accordingly, share transfers registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting.

The Company advises that a poll will be conducted for all Resolutions.

Terms and abbreviations used in this Notice (including the Explanatory Memorandum) are defined in Schedule 1.

## AGENDA

## Annual Report

To consider the Annual Report of the Company and its controlled entities for the year ended 30 June 2025, which includes the Financial Report, the Directors' Report and the Auditor's Report.

**Note**: There is no requirement for Shareholders to approve these reports. Pursuant to the Corporations Act, Shareholders will be given a reasonable opportunity at the Meeting to ask questions about, or make comments in relation to, each of the aforementioned reports during consideration of these items.

## 1 Resolution 1 – Remuneration Report

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

*'That, pursuant to and in accordance with section 250R(2) of the Corporations Act and for all other purposes, approval is given by the Shareholders for the adoption of the Remuneration Report on the terms and conditions in the Explanatory Memorandum.'*

**Note:** The vote on this Resolution is advisory only and does not bind the Directors or the Company. The Directors will consider the outcome of the vote and comments made by Shareholders on the Remuneration Report at the Meeting when reviewing the Company's remuneration policies.

**Voting Prohibition**

A vote on this Resolution must not be cast:

(a) by or on behalf of a member of the Key Management Personnel whose remuneration details are included in the Remuneration Report or a Closely Related Party of such member, regardless of the capacity in which the vote is cast; or

(b) by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such persons 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 that specifies the way the proxy is to vote on this Resolution; or

(b) the person 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.

# 2 Resolution 2 – Election of Ms Joanne Palmer as a Director

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

*'That, pursuant to and in accordance with article 7.3 of the Constitution, Listing Rules 14.4 and 14.5, and for all other purposes, Ms Joanne Palmer, Director, retires and being eligible pursuant to article 7.3 of the Constitution and offering herself for election, is elected as a Director on the terms and conditions in the Explanatory Memorandum.'*

# 3 Resolution 3 – Election of Ms Caroline Keats as a Director

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

*'That, pursuant to and in accordance with article 7.3 of the Constitution, Listing Rules 14.4 and 14.5, and for all other purposes, Ms Caroline Keats, Director, retires and being eligible pursuant to article 7.3 of the Constitution and offering herself for election, is elected as a Director on the terms and conditions in the Explanatory Memorandum.'*

# 4 Resolution 4 – Re-election of Mr Wyatt Buck as a Director

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

*'That, pursuant to and in accordance with article 7.3 of the Constitution, Listing Rules 14.4 and 14.5, and for all other purposes, Mr Wyatt Buck, Director, retires and being eligible pursuant to article 7.3 of the Constitution and offering himself for re-election, is re-elected as a Director on the terms and conditions in the Explanatory Memorandum.'*

# 5 Resolution 5 – Issue of LTI Performance Rights to Mr Matt Dusci under the Plan

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

*'That, pursuant to and in accordance with Listing Rule 10.14, Listing Rule 10.19, sections 200B and 200E of the Corporations Act, and for all other purposes, Shareholders approve the issue of 344,776 Performance Rights to Mr Matt Dusci (and/or his nominees) under the Plan as a long-term incentive award for the financial year ended 30 June 2026, and any benefits under the grant of such Performance Rights (including the issue of Shares on the vesting of those Performance Rights) that may be given to Mr Dusci (and/or his nominees) in connection with any future retirement from his office or employment with the Company, on the terms and conditions in the Explanatory Memorandum.'*

**Voting Exclusion**

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, an officer of the Company or any of its child entities who is entitled to participate in a termination benefit, or an associate of that person (or those persons).

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

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

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

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

**Voting Prohibition**

A vote on this Resolution must not be cast (in any capacity) by or on behalf of Mr Matt Dusci or his nominee(s) or any of his, or their, associates. However, subject to the voting exclusion above and the further voting prohibition below, this does not prevent the casting of a vote if:

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

(b) it is not cast on behalf Mr Matt Dusci or his nominee(s) or any of his, or their, associates.

Furthermore, in accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

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

(a) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or

(b) the person 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 directly or indirectly with the remuneration of a member of the Key Management Personnel.

# 6 Resolution 6 – Amendments to Constitution

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

*'That, pursuant to and in accordance with section 136(2) of the Corporations Act and for all other purposes, approval is given by the Shareholders to amend its Constitution on the terms set out in the Explanatory Memorandum, with effect from the close of the Meeting.'*

Dated: 20 October 2025

**By order of the Board**

Derek Hall

Company Secretary

# BOSS ENERGY LIMITED

**ACN 116 834 336**

## EXPLANATORY MEMORANDUM

# 1 Introduction

This Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting.

This Explanatory Memorandum should be read in conjunction with and forms part of the Notice. The purpose of this Explanatory Memorandum is to provide information to Shareholders in deciding whether or not to pass the Resolutions.

This 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 – Election of Ms Joanne Palmer as a Director |
| Section 6 | Resolution 3 – Election of Ms Caroline Keats as a Director |
| Section 7 | Resolution 4 – Re-Election of Mr Wyatt Buck as a Director |
| Section 8 | Resolution 5 – Issue of LTI Performance Rights to Mr Matt Dusci under the Plan |
| Section 9 | Resolution 6 – Amendments to Constitution |
| Schedule 1 | Definitions |
| Schedule 2 | Terms and Conditions of the Plan |
| Schedule 3 | Terms and Conditions of the Director Rights |

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

# 2 Action to be taken by Shareholders

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

The Company advises that a poll will be conducted for all Resolutions.

2.1 **Proxies**

A Proxy Form is attached to the Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are invited and encouraged to attend the Meeting or, if they are unable to attend in person, sign and return the Proxy Form to the Company in accordance with the instructions thereon. Returning the 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. Where the proportion or number is not specified, each proxy may exercise half of the votes.

Proxy Forms must be received by the Company no later than 10:30am (AWST) on Tuesday, 18 November 2025, being at least 48 hours before the Meeting.

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

2.2 **Attendance at Meeting**

Shareholders may vote by directed proxy rather than attend the Meeting in person.

If it becomes necessary or appropriate to make alternative arrangements to those detailed in this Notice, Shareholders will be updated via the ASX announcements platform and on the Company's website at https://www.bossenergy.com/.

# 3 Annual Report

In accordance with section 317(1) of the Corporations Act, the Annual Report must be laid before the annual general meeting. 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://www.bossenergy.com/;

(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 the content of the Auditor's Report;

(b) the conduct of the audit;

(c) accounting policies of 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 (being, no later than 4:00pm (AWST) on Thursday, 13 November 2025) to the Company Secretary of the Company at the Company's registered office.

# 4 Resolution 1 – Remuneration Report

In accordance with section 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:

(a) the remuneration policy for the Company; and

(b) the remuneration arrangements in place for the executive Directors, specified executives and Non-Executive Directors.

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

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

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) who were in Office at the date of approval of the applicable Directors' Report must stand for re-election.

Please note if the Remuneration Report receives a Strike at this Meeting and if a second Strike is received at the 2026 annual general meeting, this may result in the re-election of the Board.

The Chair will allow reasonable opportunity for Shareholders to ask questions about or comment on the Remuneration Report.

Resolution 1 is a non-binding resolution.

The Chair intends to exercise all available proxies in favour of Resolution 1.

If the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on Resolution 1, by returning the Proxy Form you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

# 5 Resolution 2 – Election of Ms Joanne Palmer as a Director

## 5.1 General

Resolution 2 seeks Shareholder approval, pursuant to and in accordance with article 7.3 of the Constitution, Listing Rules 14.4 and 14.5 and for all other purposes, for the election of Ms Joanne Palmer as a Director.

In accordance with Listing Rule 14.4, a director appointed to fill a casual vacancy or as an addition to the board must not hold office (without re-election) past the next annual general meeting of the entity.

In accordance with Listing Rule 14.5, an entity which has directors must hold an election of directors at each annual general meeting.

Article 7.3(i) of the Constitution provides that a Director appointed under article 7.2(a) of the Constitution may retire at the next meeting of Members and is eligible for election at that meeting.

Article 7.3(j) of the Constitution provides that unless a Director appointed under article 7.2(a) of the Constitution has retired under article 7.3(i), that Director must retire at the next annual general meeting, and is eligible for re-election at that meeting.

Ms Palmer was appointed a Director on 1 June 2025. In accordance with articles 7.3(i) and 7.3(j) of the Constitution, as Ms Palmer was appointed as Director of the Company by the Board, Ms Palmer will retire. Accordingly, Ms Palmer retires at this Meeting and, being eligible, seeks election pursuant to Resolution 2.

Resolution 2 is an ordinary resolution.

The Chair intends to exercise all available proxies in favour of Resolution 2.

5.2 **Qualifications – Ms Joanne Palmer**

Ms Palmer has 28 years of professional experience providing audit and assurance services, with 19 years working at EY in various positions and ultimately holding the position of equity partner before becoming an Executive Director (Partner) at Pitcher Partners. Her experience spans across UK and Australian companies operating in Africa, Europe, America and Australasia. During her executive career at EY, she worked primarily in the assurance practice and additionally led EY's Financial Accounting Advisory Services (CFO Advisory) Team in Perth.

5.3 **Ms Palmer currently serves as a Non-Executive Director of Karoon Energy as well as ASXlisted gold companies St Barbara and New Murchison Gold and previously served as a Non-executive Director at uranium producer Paladin Energy.Board recommendation**

The Board (other than Ms Palmer) recommends that Shareholders vote in favour of Resolution 2.

# 6 Resolution 3 – Election of Ms Caroline Keats as a Director

6.1 **General**

Resolution 3 seeks Shareholder approval, pursuant to and in accordance with article 7.3 of the Constitution, Listing Rules 14.4 and 14.5 and for all other purposes, for the election of Ms Caroline Keats as a Director.

In accordance with Listing Rule 14.4, a director appointed to fill a casual vacancy or as an addition to the board must not hold office (without re-election) past the next annual general meeting of the entity.

In accordance with Listing Rule 14.5, an entity which has directors must hold an election of directors at each annual general meeting.

Article 7.3(i) of the Constitution provides that a Director appointed under article 7.2(a) of the Constitution may retire at the next meeting of Members and is eligible for election at that meeting.

Article 7.3(j) of the Constitution provides that unless a Director appointed under article 7.2(a) of the Constitution has retired under article 7.3(i), that Director must retire at the next annual general meeting, and is eligible for re-election at that meeting.

Ms Keats was appointed as a Director on 1 June 2025. In accordance with articles 7.3(i) and 7.3(j) of the Constitution, as Ms Keats was appointed as Director of the Company by the Board, Ms Keats will retire.

Accordingly, Ms Keats retires at this Meeting and, being eligible, seeks election pursuant to Resolution 3.

Resolution 3 is an ordinary resolution.

The Chair intends to exercise all available proxies in favour of Resolution 3.

6.2 **Qualifications – Ms Caroline Keats**

Ms Keats is a lawyer and a seasoned executive with over 20 years of corporate and commercial experience. With nearly 15 years in the mining industry, she has held senior management, executive, and Managing Director positions within publicly listed companies, navigating all phases of the development cycle. She has experience in legal matters, operations, financing, government relations, and off-take agreements.

6.3 **Board recommendation**

The Board (other than Ms Keats) recommends that Shareholders vote in favour of Resolution 3.

# 7 Resolution 4 – Re-election of Mr Wyatt Buck as a Director

7.1 **General**

Resolution 4 seeks Shareholder approval, pursuant to and in accordance with article 7.3 of the Constitution, Listing Rules 14.4 and 14.5 and for all other purposes, for the re-election of Mr Wyatt Buck as a Director.

In accordance with Listing Rule 14.4, a director must not hold office without re-election past the third annual general meeting following the director's appointment or 3 years, whatever is longer.

In accordance with Listing Rule 14.5, an entity which has directors must hold an election of directors at each annual general meeting.

Article 7.3(b) of the Constitution requires that a Director must retire from office no later than the longer of the third AGM or three years following that Director's last election or appointment.

Article 7.3(c) of the Constitution requires that one-third of the Directors must retire at each annual general meeting (rounded down to the nearest whole number), excluding any Directors required to retire under article 7.3(j) of the Constitution.

Article 7.3(e) of the Constitution provides that the Directors to retire at any annual general meeting must be those who have served the longest in office since their last election, but, as between persons who became Directors on the same day, those to retire must be determined by lot (unless otherwise agreed upon between those Directors).

Article 7.3(f) of the Constitution provides that a Director who retires in accordance with article 7.3(b) or 7.3(c) of the Constitution is eligible for re-election.

Mr Buck was first elected as a Director on 1 October 2020 and was re-elected on 24 November 2022. In accordance with article 7.3(b) of the Constitution and Listing Rule 14.4, as this is the third AGM since Mr Buck was last re-elected, Mr Buck will retire. Accordingly, Mr Buck retires at this Meeting and, being eligible, seeks re-election pursuant to Resolution 4.

Resolution 4 is an ordinary resolution.

The Chair intends to exercise all available proxies in favour of Resolution 4.

7.2 **Qualifications – Mr Wyatt Buck**

Mr Buck's uranium experience began with Cameco Corporation, where he was employed for 15 years between 1991-2006 in various roles, culminating as GM of the McArthur River Uranium Mine and Key Lake Mill. He then held Managing Director position of the Langer Heinrich Uranium Project in Namibia from the commencement of construction in February 2006 through to design level production. From September 2009 to May 2011, he was Executive GM Operations at Paladin with direct operational responsibility for its Langer Heinrich and Kayelekera uranium projects.

7.3 **Board recommendation**

The Board (other than Mr Buck) recommends that Shareholders vote in favour of Resolution 4.

# 8 Resolution 5 - Issue of LTI Performance Rights to Mr Matt Dusci under the Plan

8.1 **General**

The Company has agreed to issue 344,776 Performance Rights to Mr Matt Dusci (and/or his nominees), Chief Executive Officer and Managing Director, as a long-term incentive (**LTI**) award for the financial year ended 30 June 2026 (**Director Rights**).

The Company will issue the Director Rights to Mr Dusci (and/or his nominees) to incentivise his continued performance in his role as Chief Executive Officer and Managing Director, and is consistent with the strategic goals and targets of the Company to achieve growth of the Share price and the creation of Shareholder value.

The grant of Director Rights will be made under the Plan. As the Director Rights form part of Mr Dusci's remuneration, they will be granted at no cost to Mr Dusci (and/or his nominees) and there will be no amount payable on vesting. Each Director Right will entitle Mr Dusci (and/or his nominees) to receive one Share on vesting.

Listing Rule 10.14 requires the Company to obtain Shareholder approval for the issue of Equity Securities to a Director under an employee incentive scheme. If Shareholder approval is obtained, it is intended that the Director Rights will be granted to Mr Dusci (and/or his nominees) in November 2025, and in any case within 12 months of the Meeting. If Shareholder approval for Resolution 5 is not obtained, the Board will consider alternative arrangements to appropriately remunerate and incentivise Mr Dusci.

The Company acknowledges that Mr Dusci may receive certain termination benefits associated with the Director Rights the subject of this Resolution 5 in connection with his ceasing to be an officer of, or ceasing to hold a managerial or executive office in, the Company or a related body corporate. Therefore, the Company is also seeking Shareholder approval for the purposes of Listing Rule 10.19 and Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act).

Refer to Schedule 3 for a summary of the terms and conditions of the Director Rights.

Resolution 5 is an ordinary resolution.

The Chair intends to exercise all available proxies in favour of Resolution 5.

If the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on Resolution 5, by returning the Proxy Form you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

8.2 **Key terms of the FY2025 LTI award**

(a) Quantum of award

As part of the incentive review and design, a benchmarking exercise was undertaken whereby all components of Mr Dusci's remuneration were independently assessed against a market comparator group to ensure fixed and variable remuneration appropriately incentivises Mr Dusci whilst remaining relative to the relevant market.

Having considered the outcomes of the external benchmarking and alignment to the Company's overall strategy and reward philosophy (targeting the median of the comparator group), the Board has set the total LTI opportunity for Mr Dusci at 100 per cent of his total fixed remuneration (inclusive of superannuation) for FY26, or $693,000 (i.e. $693,000 x 100 per cent).

The Company determined the number of securities to be granted by using the 20-day VWAP of Shares traded on the ASX up to and including 14 October 2025. The 20-day VWAP to 14 October 2025 was $2.01, which would equate to Mr Dusci (and/or his nominees) being issued 344,776 Director Rights. This number has been determined by dividing the LTI opportunity (i.e. $693,000 by $2.01).

Shareholder approval is therefore being sought for Mr Dusci (and/or his nominee) to be issued a total of 344,776 Director Rights. These Director Rights represent the maximum number that may vest subject to satisfaction of specific vesting conditions over the three-year period to 30 June 2028.

(b) Vesting conditions

The Director Rights comprising Mr Dusci's LTI award may vest at the end of a 3-year performance period from 1 July 2025 to 30 June 2028, subject to continued service, performance and forfeiture conditions. Should these conditions be met, vesting would be expected to occur following the release of the Company's full year results for FY27 (ie end of Q1 FY28).

The performance conditions that the Board has determined will apply to the Director Rights are summarised in the table below and described in further detail below. These performance conditions reflect a set of measures that will accurately track the progress made, and value delivered to Shareholders, on a range of key long-term programs of work.

| **Performance condition** | **Weighting** |
|---|---|
| Absolute Total Shareholder Return (**ATSR**) | 30% |
| Relative Total Shareholder Return (**RTSR**) | 50% |
| Strategic Project Hurdles | 20% |

(i) ATSR

30% of the Director Rights will be subject to the Company's ATSR performance over the three-year performance period.

ATSR measures the growth in the Company's Share price together with the value of any dividends during the period, assuming that all dividends are re-invested into new Shares.

The rationale for selecting ATSR as an LTI measure is that it represents a quantitative assessment of performance over a sustained period, directly ties Mr Dusci to returns

received by Shareholders, and is a key indicator of the Company's performance over the period.

The percentage of Director Rights subject to the ATSR condition to vest, if any, will be determined as follows:

| ATSR | Director Rights subject to ATSR condition to vest |
|---|---|
| Less than 10% per annum | 0% |
| 10% - 15% per annum | 75% at 10% ATSR<br>Straight line vesting between 75% and 90% at 15% ATSR |
| Above 15% up to 20% per annum | 90% at 15% ATSR<br>Straight line vesting between 90% and 100% at 20% ATSR |
| Above 20% per annum | 100% |

(ii) RTSR

The Company's RTSR performance will be determined based on a percentile ranking of the Company's total shareholder return results relative to the total shareholder return of a comparator group consisting of a group of domestic and international companies selected as an appropriate comparator group given the Company's strategic focus on uranium and a peer group of ASX listed energy and resources companies (**Peer Group**) over the same three-year performance period. The current list of the Peer Group comparator companies is set out below. The selection of this group for comparison is considered to be the most suitable comparator group. The Board has discretion to adjust the Peer Group from time to time in its absolute discretion.

| **Australian Uranium Peers** | **North America and Canadian Uranium Peers** | **ASX-listed Peers** |
|---|---|---|
| Bannerman Energy Ltd | Denison Mines Corp. | Iluka Resources Limited |
| Deep Yellow Limited | enCore Energy Corp. | West African Resources Limited |
| Lotus Resources Limited | Energy Fuels Inc. | Nickel Industries Limited |
| Paladin Energy Ltd | Global Atomic Corporation | Liontown Resources Limited |
| | | Capstone Copper Corp |
| | | Ora Banda Mining Ltd |
| | | Pantoro Gold Limited |
| | | Resolute Mining Limited |
| | | Catalyst Metals Limited |
| | | Bellevue Gold Limited |
| | | Alkane Resources Limited |
| | | Southern Cross Gold Consolidated Ltd |
| | | BCI Minerals Limited |
| | | FireFly Metals Ltd |

The rationale for selecting RTSR as an LTI measure is that it represents, relative to the Peer Group, a quantitative assessment of performance over a sustained period, directly ties Mr Dusci to returns received by Shareholders, and is a key indicator of the Company's performance over the period. The Board has chosen the Peer Group for

the RTSR comparator group as it provides an external, market-based performance measure to which the Company's performance can be compared in relative terms.

The percentage of Director Rights subject to the RTSR condition to vest, if any, will be determined by reference to the RTSR performance as follows:

| RTSR performance | Director Rights subject to RTSR condition to vest |
|---|---|
| Less than 50th percentile | 0% |
| Between 50th and 75th percentile | 75% (at 50th percentile) plus straight line vesting between 75% and 90% (at 75th percentile). |
| Between 75th and 90th percentile | 90% (at 75th percentile) plus straight line vesting between 75% and 90% (at 90th percentile). |
| 90th percentile or better | 100% |

(iii) Strategic projects

The Board believes that the inclusion of strategic project hurdles as part of the LTIP program will ensure executives remain focussed on creating long term value for shareholders in line with the Company strategy.

These performance conditions relate to the successful execution of the revised Company strategy aligned with the outcome of the independent review currently underway, as announced on 28 July 2025. Quantitative hurdles are structured around the successful delivery of key programs of work that are integral to the revised strategy, as determined through the review process.

Boss will quantitatively disclose achievement of strategic project hurdles at the end of the performance period.
The percentage of Director Rights subject to the strategic project hurdles condition to vest, if any, will be determined as follows:

| Key programs of work delivered | Director Rights subject to the strategic project hurdles condition to vest |
|---|---|
| Less than 2 | 0% |
| 2 | 75% |
| 3 | 82.5% |
| 4 | 90% |
| 5 or more | 100% |

Note that full vesting of Mr Dusci's LTI award will only occur where the Company's:

- ATSR significantly grows (i.e., above 20% each year for 3-year performance period, delivering value to Shareholders);
- RTSR outperformance relative to peers; and
- project delivery of 5 or more completed key programs of work.

There will be no re-testing if the performance conditions are not met. Any Director Rights that do not vest on testing will lapse.

Refer to Schedule 2 for a summary of the terms and conditions of the Plan and Schedule 3 for a summary of the terms and conditions of the Director Rights.

8.3 **Section 208 of the Corporations Act**

For a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

(a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and

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

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

Mr Matt Dusci, who is the Managing Director and Chief Executive Officer, is a related party of the Company.

The Board (excluding Mr Matt Dusci) has formed the view that Shareholder approval under section 208 of the Corporations Act is not required for the grant of Director Rights to Mr Dusci (and/or his nominee) as the exception in section 211 of the Corporations Act applies. The grant of Director Rights to Mr Dusci (and/or his nominee) is considered to be reasonable remuneration for the purposes of section 211 of the Corporations Act.

8.4 **Listing Rule 10.14**

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

10.14.1 a director of the company;

10.14.2 an associate of a director of the company; or;

10.14.3 a person whose relationship with the company or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by its shareholders,

unless it obtains the shareholder approval.

The issue of Director Rights to Mr Matt Dusci (and/or his nominees) falls within Listing Rule 10.14.1, by virtue of Mr Dusci being a Director, and therefore requires the approval of Shareholders under Listing Rule 10.14.

If Resolution 5 is passed, the Company will be able to proceed with the grant of Director Rights to Mr Dusci (and/or his nominees). Approval pursuant to Listing Rule 7.1 will not be required as approval is being obtained under Listing Rule 10.14 (exception 14 under Listing Rule 7.2). Accordingly, if Resolution 5 is passed, the grant of Director Rights will not be included in the Company's 15% placement capacity under Listing Rule 7.1.

If Resolution 5 is not passed, the Company will not be able to proceed with the grant of Director Rights to Mr Dusci (and/or his nominee) and may need to consider other methods (such as cash payments) to remunerate and incentivise Mr Dusci.

8.5 **Specific information required by Listing Rule 10.15**

The following information in relation to Resolution 5 is provided to Shareholders for the purposes of Listing Rule 10.15:

(a) the Director Rights will be issued under the Plan to Mr Matt Dusci (and/or his nominees);

(b) Mr Dusci is a Director and therefore falls within Listing Rule 10.14.1. If the Director Rights are granted to a nominee of Mr Dusci, the nominee will be an associate of the Director and falls under Listing Rule 10.14.2;

(c) the number of Director Rights to be issued to Mr Dusci (and/or his nominee) is 344,776;

(d) Mr Dusci's FY2025 total fixed remuneration package is $693,000 per year inclusive of superannuation;

(e) Mr Dusci was previously issued:

(i) nil Shares;

(ii) 152,381 long term performance rights subject to vesting conditions over a three-year period to 30 June 2027;

(f) the Director Rights to be issued to Mr Dusci (and/or his nominees):

(i) are subject to the material terms summarised in Schedule 3;

(ii) are being issued to provide a cost effective and efficient form of remuneration as opposed to alternative forms of remuneration, such as the payment of additional cash compensation; and

(iii) have been valued, as at the date of this Notice, as approximately $693,000 based on the methodology and calculation detailed in Section 8.2;

(g) the Director Rights will be granted no later than 3 years after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules);

(h) the Director Rights will have a nil issue price as they will be issued as part of the remuneration package of Mr Dusci;

(i) a summary of the material terms of the Plan is provided in Schedule 2;

(j) no loan will be provided to Mr Dusci in relation to the grant of Director Rights;

(k) details of any Equity Securities issued under the Plan will be published in each 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;

(l) any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Equity Securities under the Plan after Resolution 5 is approved and who were not named in the Notice will not participate until approval is obtained under that Listing Rule;

(m) a voting exclusion statement is included in the Notice for Resolution 5; and

(n) other than the information above and otherwise set out in the Notice, the Company believes that there is no other information that would be reasonably required by Shareholders to pass Resolution 5.

8.6 **Section 200B of the Corporations Act**

In accordance with section 200B of the Corporations Act, a company may only give a person a benefit in connection with their retirement from a managerial or executive office, or position of employment, in the Company or a related body corporate if:

(a) it is approved by shareholders under section 200E of the Corporations Act; or

(b) an exemption applies (for example, where the benefit together with other benefits does not exceed the payment limits set out in the Corporations Act, including where the aggregate benefits do not exceed one year's average base salary).

Section 200B of the Corporations Act applies where the benefit is given to, among other persons, a person whose details were included in the Director's Report for the previous financial year.

The term "benefit" is open to a potentially wide interpretation and may include automatic, or accelerated, vesting of share-based payments for a person or the exercise of discretion to allow a person to maintain a benefit they would not otherwise be entitled to retain, on, or as a result of, retirement from their position of employment in a company.

The benefits for which approval is being sought under Resolution 5 include (together, the **Dusci Potential Retirement Benefits**) benefits that may result from automatic vesting of the Director Rights or from the Board exercising discretions conferred under the terms of the Director Rights and/or the Plan in relation to the Director Rights. In particular in relation to those discretions for the Director Rights, the Board will have the discretion to determine that, where Mr Dusci ceases to be a Director (or ceases to be an employee) before:

(a) the satisfaction of any condition attaching to a granted the Director Rights; or

(b) the vesting of granted Director Rights,

some or all Director Rights will not lapse or be forfeited (if they would otherwise lapse or be forfeited) or will vest or that some or all of the vesting conditions will be waived, or will be converted into Shares which are issued or transferred to his nominee(s) for some or all of the Director Rights. These benefits may also be given as automatic events without the need for exercise of Board discretions.

In addition, the Plan provides for the Board to have discretion to determine that the Director Rights will also not be forfeited after the events in items (a) and/or (b) are fulfilled where Mr Dusci ceases to be a Director (or ceases to be an employee).

One of the benefits for which approval is sought under this Resolution 5 is the potential for Shares to be issued or transferred to Mr Dusci upon the conversion of Director Rights as a result of the automatic vesting of Director Rights or the Board exercising a discretion to vest Director Rights as a termination benefit.

The Director Rights may vest (which can occur upon the satisfaction of relevant milestones, or pursuant to the waiver of milestones upon a change of control event occurring) after Mr Dusci ceases to hold his position as a Director (or ceases to be an employee), which is also another benefit for which approval is sought under this Resolution 5.

Refer to the terms and conditions of the Plan in Schedule 2 and the terms and conditions of the Director Rights in Schedule 3 for further information in relation to the Dusci Potential Retirement Benefits for which approval is sought under Resolution 5.

8.7 **Specific information required by section 200E of the Corporations Act**

The following additional information is provided for the purposes of obtaining Shareholder approval for the purposes of section 200E of the Corporations Act:

(a) the amount or value of the benefit relating to the Director Rights held by Mr Dusci (and/or his nominees) which may arise in connection with his retirement from a managerial or executive office cannot presently be ascertained. However, matters, events and circumstances that will, or are likely to affect the calculation of that amount or value include:

(i) the number of Director Rights held prior to ceasing employment;

(ii) the outstanding conditions (if any) of vesting of the Director Rights and the number that the Board determines to (or which automatically) vest, lapse or leave on foot;

(iii) the applicable performance measures and the achievement of such measures (and the personal performance of Mr Dusci);

(iv) the portion of the relevant performance periods for the Director Rights that have expired at the time Mr Dusci ceases employment or engagement;

(v) the circumstances of, or reasons for, ceasing employment with the Company;

(vi) the length of service with the Company and performance over that period of time;

(vii) any other factors that the Board determines to be relevant when exercising its discretion to provide potential retirement benefits to Mr Dusci;

(viii) the market price of the Company's Shares on ASX at the relevant time when the amount or value of the Director Rights is determined;

(ix) any changes in law; and

(x) the risk free rate of return in Australia and the estimated volatility of the Company's Shares on ASX at the relevant time; and

(b) the Company will calculate the value of the benefit at the relevant time based on the above factors and using generally accepted valuation techniques, including the up and in trinomial model, to value the Director Rights.

8.8 **Listing Rule 10.19**

Listing Rule 10.19 provides that without approval of shareholders, an entity must ensure that no officer of the entity or any of its child entities will be, or may be, entitled to termination benefits if the value of those benefits and the termination benefits that may become payable to all officers together exceed 5% of the equity interests of the entity as set out in the latest accounts given to ASX under the Listing Rules (**5% Threshold**). For the purpose of the Listing Rules, termination benefits include payments, property and advantages that are receivable on termination of employment, engagement or office, except those from any superannuation or provident fund and those required by law to be made.

Depending upon the value of the termination benefits, and the equity interests of the Company at the time such benefits may crystallise, it is uncertain if the value of the termination benefits the subject of Resolution 5 would exceed the 5% Threshold. Shareholder approval is being sought under Listing Rule 10.19 in order to give the Company flexibility, in case the value of the termination benefits exceeds the 5% Threshold.

If Resolution 5 is passed, Mr Dusci will be entitled to be paid the Dusci Potential Retirement Benefits and the value may exceed the 5% Threshold.

If Resolution 5 is not passed, Mr Dusci will not be entitled to be paid any Dusci Potential Retirement Benefits, unless they fall within an exception under the Corporations Act and do not breach the 5% Threshold.

8.9 **Board Recommendation**

The Board (other than Mr Matt Dusci, who has a material personal interest in the outcome of Resolution 5), recommends that Shareholders vote in favour of Resolution 5 due to the benefits of aligning Mr Dusci's interests with Shareholders.

# 9 Resolution 6 – Amendments to Constitution

## 9.1 General

The Company has undertaken a review of the existing Constitution and has determined that it would be in the best interests of the Company and the Shareholders to amend the Constitution. Resolution 6 is a special resolution which will enable the Company to amend its existing constitution (**Amended Constitution**) to align with corporate and commercial practice for ASX-listed companies, and achieve efficient and flexible administration of the Company's capital allocation. The Amended Constitution does not make any changes to Shareholders' fundamental rights (including voting rights, transmission rights, dividend entitlements).

Resolution 6 seeks Shareholder approval for the adoption of the Amended Constitution in accordance with section 136 of the Corporations Act and for all other purposes.

Resolution 6 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).

A copy of the Amended Constitution will be sent to any Shareholder on request and will also be available for inspection at the office of the Company during normal business hours prior to the Meeting and available for inspection at the Meeting.

The Amended Constitution will be effective from the close of the Meeting.

The Chair will cast all undirected proxies in favour of Resolution 6.

## 9.2 Summary of Amendments to the Constitution

(a) Profit reserve

The Constitution does not currently provide the Company with an ability to retain a portion of the Company's profits for allocation in a profit reserve.

The Board proposes to amend the Constitution to allow the Board to create profit reserve by capitalising profits and to apply the capitalised profits for the benefit of Shareholders, or persons who have applied for Shares, in the proportions determined by the Board.

These amendments will provide flexibility for the Company in the administration of capital allocation and the future needs of the Company.

(b) Carry forward profit

The Constitution does not currently provide the Company with an ability to carry forward a portion of the Company's profits to the next financial year.

The Board proposes to amend the Constitution to allow the Board to carry forward or retain profits at the end of a financial year, rather than the profit be applied to dividends or transferred to a profit reserve.

The proposed carry forward profit provision will enable and support the Company's future investment abilities, ensure capital requirements are met, and provide greater flexibility to dealing with profit in conjunction with the proposed amendment to allow for the creation of profit reserves.

(c) Proportional takeover approval

As part of the proposal to adopt the Amended Constitution in Resolution 6, it is intended to insert article 14, which contains proportional takeover approval provisions.

The Corporations Act sets out the terms of the relevant provisions to be included in the constitution. The Corporations Act also requires that the Company provide Shareholders with sufficient information to make an informed decision on whether to support or oppose the resolution.

(i) Purpose of the proportional takeover approval provisions

In a proportional takeover bid, the bidder offers to buy a proportion only of each shareholder's shares in the target company.

This means that control of the company may pass without shareholders having the chance to sell all their shares to the bidder. The bidder may take control of the company without paying an adequate amount for gaining control.

To deal with this possibility, a company may provide in its constitution that if a proportional takeover bid is made for shares in the company, shareholders must vote on whether to accept or reject the offer and that decision will be binding on all the shareholders.

The benefit of the provision is that shareholders are able to decide collectively whether the proportional offer is acceptable in principle and it may ensure that any partial offer is appropriately priced.

(ii) Effect of the proportional takeover approval provisions

If a proportional takeover bid is made, the Directors must ensure that Shareholders vote on a resolution to approve the bid more than 14 days before the bid period closes.

The vote is decided on a simple majority.

Each person who held bid class securities, as at the end of the day on which the first offer under the bid was made, is entitled to vote, but the bidder and its associates are not allowed to vote.

If the resolution is not passed, transfers which would have resulted from the acceptance of a bid will not be registered and the bid will be taken to have been withdrawn.

If the bid is approved (or taken to have been approved), the transfers must be registered if they comply with the Corporations Act and the Constitution.

The Directors will breach the Corporations Act if they fail to ensure the approving resolution is voted on. If the resolution is not voted on, the bid will be taken to have been approved.

The proportional takeover approval provisions do not apply to full takeover bids and only apply for 3 years after the date of adoption into the Constitution. The provisions may be renewed, but only by a special resolution.

(iii) No person to acquire or increase its substantial interest

At the date this notice of meeting was prepared, no Director is aware of a proposal by a person to acquire, or to increase, a substantial interest in the Company.

(iv) Potential advantages and disadvantages

The Directors consider that the proportional takeover approval provisions have no potential advantages or disadvantages for them. They remain free to make a

recommendation on whether an offer under a proportional takeover bid should be accepted.

The potential advantages of the proportional takeover approval provisions for Shareholders are:

(A) Shareholders will have the right to decide by majority vote whether an offer under a proportional takeover bid should proceed;

(B) the provisions may help Shareholders avoid being locked in as a minority;

(C) an increase in the bargaining power of Shareholders which may ensure that any partial offer is adequately priced; and

(D) knowing the view of the majority of Shareholders may help each individual Shareholder assess the likely outcome of the proportional takeover bid and to decide whether to accept or reject that offer.

The potential disadvantages for Shareholders include:

(A) proportional takeover bids for Shares in the Company may be discouraged;

(B) Shareholders may lose an opportunity of selling some of their Shares at a premium; and

(C) the chance of a proportional takeover bid being successful may be reduced.

The Directors consider that the potential advantages for Shareholders of the proportional takeover approval provisions outweigh the potential disadvantages. In particular, Shareholders as a whole are able to decide whether or not a proportional takeover bid is successful.

The Amended Constitution will be on the same terms as the existing Constitution, except for the addition of the new rules allowing the Company to retain a portion of the Company's profits for allocation in a profit reserve.

9.3 **Board Recommendation**

The Board unanimously recommends that Shareholders vote in favour of Resolution 6.

## Schedule 1

## Definitions

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

**$** means Australian Dollars.

**5% Threshold** has the meaning given in Section 8.8.

**Amended Constitution** has the meaning given in Section 9.1.

**Annual Report** means the Directors' Report, the Financial Report and the Auditor's Report in respect to the financial year ended 30 June 2025.

**ASX** means ASX Limited (ACN 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX.

**ATSR** means absolute total shareholder returns.

**Auditor's Report** means the auditor's report on the Financial Report.

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

**Board** means the board of Directors.

**CAGR** means compound annual growth rate.

**Chair** means the person appointed to chair the Meeting, or any part of the Meeting, convened by the Notice.

**Closely Related Party** has the meaning given in section 9 of the Corporations Act.

**Company** means Boss Energy Limited (ACN 116 834 336).

**Constitution** means the constitution of the Company as at the commencement of the Meeting.

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

**Director** means a director of the Company.

**Director Rights** has the meaning given in Section 8.1.

**Directors' Report** means the annual directors' report prepared under Chapter 2M of the Corporations Act for the Company and its controlled entities.

**Dusci Potential Retirement Benefits** has the meaning given in Section 8.6.

**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 of the Company and its controlled entities.

**Key Management Personnel** means those persons having authority and responsibility for planning, directing, and controlling the activities of the Company, directly or indirectly, including any Director (whether executive or otherwise).

**Listing Rules** means the listing rules of ASX.

**Meeting** has the meaning in the introductory paragraph of the Notice.

**Notice** means the notice of meeting which comprises of the notice, agenda, Explanatory Memorandum and Proxy Form.

**Office** means office as a Director.

**Peer Group** has the meaning given in Section 8.2.

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

**Plan** means the employee incentive scheme adopted by the Company on 20 November 2023.

**Proxy Form** means the proxy form attached to the Notice.

**Remuneration Report** means the remuneration report of the Company contained in the Directors' Report.

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

**RTSR** means relative total shareholder returns.

**Schedule** means a schedule to this Explanatory Memorandum.

**Section** means a section of this Explanatory Memorandum.

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

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

**Strike** has the meaning given in Section 4.

**VWAP** means volume weighted average price as defined in the Listing Rules.

## Schedule 2

## Terms and Conditions of the Plan

The terms of the Boss Energy Limited Employee Incentive Plan (**Plan**) are summarised below. A copy of the Plan can be obtained by contacting the Company.

**Definitions**

1 For the purposes of the Plan:

1.1 **Agreed Leaver** means a Participant who ceases to be an Eligible Participant in any of the following circumstances:

1.1.1 the Participant and Board have agreed in writing that the Participant has entered into bona fide retirement;

1.1.2 the Participant and the Board have agreed in writing that the Participant's role has been made redundant;

1.1.3 the Board has determined that:

(a) Special Circumstances apply to the Participant; or

(b) the Participant is no longer able to perform their duties under their engagement or employment arrangements with the Company due to poor health, injury or disability;

1.1.4 the Participant's death; or

1.1.5 any other circumstance determined by the Board in writing.

1.2 **Application** means an application by an Eligible Participant to participate in the Plan made in response to an Offer.

1.3 **Board** means the board of directors of the Company, a committee appointed by the board of directors of the Company as constituted from time to time, or any person who is provided with delegated authority by the board of directors from time to time.

1.4 **Eligible Participant** means:

1.4.1 Directors and Employees who are determined by the Board in its sole and absolute discretion to be eligible to receive grants of Employee Incentives; or

1.4.2 any other person who is determined by the Board in its sole and absolute discretion to be eligible to receive grants of Employee Incentives.

1.5 **Employee** means an employee, consultant or contractor of the Company, or any member of the Group.

1.6 **Employee Incentive** means any:

1.6.1 Share, Option or Performance Right granted, issued or transferred; or

1.6.2 Share(s) issued pursuant to the exercise of an Option or conversion of a Performance Right,

under the Plan.

1.7 **Group** means the Company and its Associated Entities (within the meaning given in section 50AAA of the Corporations Act).

1.8 **Non-Agreed Leaver** means a Participant who ceases to be an Eligible Participant and:

1.8.1 does not meet the Agreed Leaver criteria; or

1.8.2 meets the Agreed Leaver criteria but the Board has determined in writing that they be treated as a Non-Agreed Leaver.

1.9 **Offer** means an offer to an Eligible Participant, in the form of an Offer Letter, to apply for the grant of Employee Incentives under the Plan.

1.10 **Offer Letter** means a letter containing an Offer to an Eligible Participant that sets out the terms and conditions of the Offer.

1.11 **Option** means an option granted under the Plan to subscribe for, acquire and/or be allocated (as determined by the Board in its sole and absolute discretion) one Share subject to the Plan Rules and such terms and conditions as determined by the Board.

1.12 **Participant** means:

1.12.1 an Eligible Participant who has been granted Employee Incentives under the Plan; or

1.12.2 where an Eligible Participant has made a nomination:

(a) the Eligible Participant; or

(b) the nominee of the Eligible Participant who has been granted Employee Incentives under the Plan,

as the context requires.

1.13 **Performance Right** means a right granted under the Plan to be issued one Share subject to the Plan Rules and such terms and conditions as determined by the Board.

1.14 **Share** means a fully paid ordinary share in the capital of the Company, including those issued under the Plan or issued pursuant to the exercise of an Option or conversion of a Performance Right.

1.15 **Special Circumstance** means any of the following:

1.15.1 the death of the Participant; or

1.15.2 the total and permanent disablement of the Participant such that the Participant is unlikely ever to engage in any occupation for which the Participant is reasonably qualified by education, training or experience.

1.16 **Vesting Conditions** means any condition(s) (as specified in the Offer and determined by the Board in its sole and absolute discretion) which must be satisfied or waived in order for Employee Incentives to vest in accordance with their terms.

**Participation**

2 The Board may from time to time in its sole and absolute discretion determine that an Eligible Participant may participate in the Plan.

3 Following determination that an Eligible Participant may participate in the Plan, the Board may at any time, and from time to time, make an Offer to the Eligible Participant.

**Offer**

4 The manner, form, content, timing and frequency of Offers will be as determined by the Board in its sole and absolute discretion.

5 An Offer must be set out in an Offer Letter delivered to the Eligible Participant. The Offer Letter may specify (as determined by the Board):

5.1 that the Offer is expressed to be made under Division 1A of Part 7.12 of the Corporations Act;

5.2 the number of Shares, Options or Performance Rights;

5.3 the grant date;

5.4 the fee payable by the Eligible Participant on the grant of Shares, Options or Performance Rights (if any);

5.5 the Vesting Conditions (if any);

5.6 the exercise price (if any);

5.7 the exercise period (if applicable);

5.8 the performance period (if applicable); and

5.9 the expiry date and term (if applicable).

6 An Offer must be accompanied by an Application, the terms and conditions of the relevant Employee Incentives and a copy of the Plan.

**Nominee**

7 Unless expressly permitted in the Offer or by the Board, an Eligible Participant may only submit an Application in the Eligible Participant's name and not on behalf of any other person.

8 If an Eligible Participant is permitted in the Offer or by the Board, the Eligible Participant may nominate a related party (**Nominee**) to be issued the Employee Incentives the subject of the Offer.

9 The Board may in its discretion resolve not to allow a Nominee to be issued or transferred the Employee Incentives the subject of the Offer without giving any reason for that decision.

**Employee Share Trust**

10 The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Shares for Participants under the Plan and delivering Shares to Participants for an issue of Shares upon exercise of the Options or the vesting of a Performance Right or otherwise (in which case section 1100S of the Corporations Act will be complied with, as applicable).

**Employee Loan**

11 The Board may, as part of any Offer under the Plan, in its absolute discretion, offer to a Participant a limited recourse, interest free loan to be made by the Company to the Participant for an amount equal to the issue price multiplied by the number of Shares offered to the Participant pursuant to the relevant Offer under the Plan.

**Vesting Conditions**

12 The Board may at its sole discretion determine the Vesting Conditions which will apply to any Employee Incentives. The Vesting Conditions will specify the criteria that the Eligible Participant is required to

meet in the specified performance period (if any) in order to exercise Options or for Performance Rights to vest to become entitled to receive Shares under the Plan.

13 The Board may vary the Vesting Conditions and/or the performance period after the grant of those Employee Incentives, subject to:

13.1 the Company complying with any applicable laws;

13.2 the Vesting Conditions and/or the performance period as varied being no less favourable to the Participant than the terms upon which the Employee Incentives were originally granted; and

13.3 the Board promptly notifying a Participant of any such variation.

14 The Board will determine in its sole discretion whether (and, where applicable, to what extent) the Participant has satisfied the Vesting Conditions applicable to the relevant performance period. As soon as practicable after making that determination the Board must inform the Participant of that determination by issuing the Participant a vesting notification.

15 Where Employee Incentives have not satisfied the Vesting Conditions within the performance period, those Employee Incentives will automatically lapse.

**Maximum Allocation**

16 The maximum number of Employee Incentives that may be granted pursuant to the Plan must not at any time exceed 10% of the total number of Shares on issue.

17 An Offer of Employee Incentives for monetary consideration may only be made if the Company reasonably believes that:

17.1 the total number of Shares that may be issued comprising the Employee Incentives (including upon exercise or conversion of Options or Performance Rights); and

17.2 the total number of Shares that have been issued or may be issued, comprising Employee Incentives (including upon exercise or conversion of Options or Performance Rights) issued, or which may be issued, under Offers that were both received in Australia and made in connection with the Plan; and employee share scheme interests (including upon exercise or conversion of employee share scheme interests) issued, or which may be issued, under offers that were both received in Australia and made in connection with any employee share scheme other than the Plan,

(in aggregate, and whether offered for monetary consideration or no monetary consideration) during the previous three years ending on the day the proposed Offer is made, does not exceed 5% of the total number of Shares on issue as at the start of the day on which the proposed Offer is made (of if the Constitution specifies an issue cap percentage, that percentage).

18 The maximum allocation may be increased by Board resolution, provided such an increase complies with the applicable law.

**Lapsing of Employee Incentives**

19 Subject to clause 20 or the Board deciding otherwise, a Participant's Employee Incentives shall automatically lapse and be cancelled for no consideration on the earliest to occur of the following:

19.1 where the Participant is a Non-Agreed Leaver, upon the occurrence of a lapsing event in accordance with clause 22;

19.2 where clause 23 applies;

19.3 if the applicable Vesting Conditions are not achieved by the end of the relevant performance period;

19.4 if the Board determines in its reasonable opinion that the applicable Vesting Conditions have not been met or cannot be met prior to the expiry date or the end of the relevant performance period (as applicable);

19.5 the expiry date;

19.6 the receipt by the Company of notice from the Participant that the Participant has elected to surrender the Employee Incentives; or

19.7 any other circumstances specified in any Offer Letter pursuant to which the Employee Incentives were issued.

**Agreed Leaver**

20 Subject to clause 21, where a Participant who holds Employee Incentives becomes an Agreed Leaver:

20.1 all vested and (subject to clause 20.2) unvested Employee Incentives which have not been exercised in accordance with the Plan Rules will continue in force, unless the Board determines otherwise in its sole and absolute discretion; and

20.2 the Board may at any time, in its sole and absolute discretion, do one or more of the following:

20.2.1 permit unvested Employee Incentives held by the Agreed Leaver to vest;

20.2.2 amend the Vesting Conditions or reduce the performance period or Exercise Period of such unvested Employee Incentives; or

20.2.3 determine that the unvested Employee Incentives will lapse.

21 Where a person is an Agreed Leaver due to a Special Circumstance, the nominated beneficiary shall be entitled to benefit from any exercise of the above discretionary powers by the Board.

**Non-Agreed Leaver**

22 Where a Participant who holds Employee Incentives becomes a Non-Agreed Leaver:

22.1 unless the Board determines otherwise in its sole and absolute discretion, all unvested Employee Incentives will immediately lapse;

22.2 unless the Board determines otherwise in its sole and absolute discretion, all vested Employee Incentives will lapse 30 days after the Participant who holds Employee Incentives becomes a Non-Agreed Leaver (if they have not already lapsed by the end of that period); and

22.3 the Board may determine to exercise the right to buy-back any Employee Incentives in accordance with the Plan.

**Forfeiture events**

23 Where, in the reasonable opinion of the Board, a Participant or former Participant (which for the avoidance of doubt may include an Agreed Leaver):

23.1 acts fraudulently or dishonestly;

23.2 wilfully breaches his or her duties to the Company or any member of the Group;

23.3 has, by any act or omission, in the opinion of the Board (determined in its absolute discretion):

23.3.1 brought the Company, the Group, its business or reputation into disrepute; or

23.3.2 is contrary to the interest of the Company or the Group;

23.4 commits any material breach of the provisions of any employment contract or services contract entered into by the Participant with any member of the Group;

23.5 commits any material breach of any of the policies of the Group or procedures or any applicable laws applicable to the Company or Group;

23.6 is subject to allegations concerning, or has been accused of, charged with or convicted of, fraudulent or dishonest conduct in the performance of the Participant's (or former Participant's) duties, which in the reasonable opinion of the Board affects the Participant's suitability for employment with any member of the Group, or brings the Participant or the relevant member of the Group into disrepute or is contrary to the interests of the Company or the Group;

23.7 is subject to allegations concerning, or has been accused of, charged with or convicted of any criminal offence which involves, fraud or dishonesty or any other criminal offence which Board determines (in its absolute discretion) is of a serious nature;

23.8 has committed any wrongful or negligent act or omission which has caused any member of the Group substantial liability;

23.9 has become disqualified from managing corporations in accordance with Part 2D.6 of the Corporations Act or has committed any act that, pursuant to the Corporations Act, may result in the Participant being banned from managing a corporation;

23.10 has committed serious or gross misconduct, wilful disobedience or any other conduct justifying termination of employment without notice;

23.11 has wilfully or negligently failed to perform their duties under any employment contract or services contract entered into by the Participant with any member of the Group;

23.12 has engaged in a transaction which involves a conflict of interest to their employment with the Company resulting in the Participant or former Participant obtaining a personal benefit;

23.13 accepts a position to work with a competitor of the Company or Group;

23.14 acts in such a manner that could be seen as being inconsistent with the culture and values of the Company or the Group; or

23.15 any other act that the Board determines in its absolute discretion to constitute fraudulent or dishonest by the Participant or former Participant,

then the Board may (in its absolute discretion) deem that all, or part of, any Employee Incentives held by the Participant or former Participant will automatically be forfeited.

**Discretion of the Board**

24 The Board may decide to allow a Participant to:

24.1 retain and exercise any or all of their Options, whether or not the Vesting Conditions have been satisfied during the performance period, and whether or not the Options would

otherwise have lapsed, provided that no Options will be capable of exercise later than the relevant expiry date for those Options; and

24.2 retain any Performance Rights regardless of:

24.2.1 the expiry of the performance period to which those Performance Rights relate; or

24.2.2 any failure by the Participant to satisfy in part or in full the Vesting Conditions specified by the Board in respect of those Performance Rights;

in which case, the Board may:

24.2.3 determine that any or all of those retained Performance Rights shall vest and the corresponding Shares shall be provided to the Participant; or

24.2.4 determine a new performance period or Vesting Conditions (as applicable) for those retained Performance Rights and notify the Participant of the determination as soon as practicable.

**Rights attaching to securities**

25 Any Shares allotted, issued or transferred by the Company to a Participant under the Plan will rank equally with all existing Shares, including those Shares issued, directly, under the Plan, on and from the date of allotment, issue or transfer in respect of all rights and bonus issues, and dividends which have a record date for determining entitlements on or after the date of allotment, issue, or transfer of those Shares.

**Holding Lock**

26 The Board may at any time request that the Company's share registry impose a holding lock on any Employee Incentives issued pursuant to the Plan where the Board determines or reasonably believes (in its absolute discretion) that a Participant (or a former Participant) has or may breach the Plan Rules.

**No transfer of Options or Performance Rights**

27 Any Options or Performance Rights issued to a Participant under the Plan may not be assigned, transferred, encumbered or otherwise disposed of unless the prior consent of the Board is obtained (which the Board may withhold in its sole discretion) or such assignment or transfer occurs by force of law upon the death or total and permanent disablement of a Participant to the Participant's legal representative.

**Contravention of Rules**

28 The Board may at any time, in its sole and absolute discretion, take any action it deems reasonably necessary in relation to any Employee Incentives if it determines or reasonably believes a Participant has breached the Plan Rules or the terms of issue of any Employee Incentives, including but not limited to, signing transfer forms in relation to Employee Incentives, placing a holding lock on Employee Incentives, signing any and all documents and doing all acts necessary to effect a buy-back, accounting for the proceeds of the sale of forfeited Employee Incentives, refusing to transfer any Employee Incentives and/or refusing to issue any Shares.

**Amendments**

29 Subject to the Constitution, the Board may at any time amend the Plan Rules or the terms and conditions upon which any Employee Incentives have been issued.

30 No amendment to the Plan Rules or to Employee Incentives may be made if the amendment, in the reasonable opinion of the Board, materially reduces the rights of any Participant in respect of Employee Incentives granted to them prior to the date of the amendment, other than:

30.1 an amendment introduced primarily:

30.1.1 for the purposes of complying with or conforming to present or future applicable laws;

30.1.2 to correct any manifest error or mistake;

30.1.3 to allow the implementation of a trust arrangement in relation to the holding of Shares granted under the Plan; and/or

30.1.4 to take into consideration possible adverse taxation implications in respect of the Plan including changes to applicable taxation legislation or the interpretation of that legislation by a court of competent jurisdiction or any rulings from taxation or duty authorities administering such legislation; or

30.2 an amendment agreed to in writing by the Participant(s).

## Schedule 3

## Terms and Conditions of the Director Rights

The terms of the Director Rights are as follows:

1 (**Entitlement**): Each Director Right entitles the holder (**Holder**) to subscribe for one Share upon vesting of the Director Right. Shares issued on vesting will be quoted and will rank equally with the then issued Shares.

2 (**Exercise Price**): The exercise price is nil.

3 (**Expiry Date**): The Director Rights expire at 5:00pm (AWST) on 21 November 2030.

4 (**Vesting Conditions**): The Director Rights will be issued on the terms and conditions set out in the Plan detailed in Schedule 2 and will be subject to the following vesting conditions:

| Tranche | Number | Exercise Price | Vesting Conditions | Vesting Date |
|---|---|---|---|---|
| 1 | 103,433 | Nil | ASTR. Refer to section 8.2 for further details. | 30 June 2028 |
| 2 | 172,388 | Nil | RTSR. Refer to section 8.2 for further details. | 30 June 2028 |
| 3 | 68,955 | Nil | Strategic Project Hurdles. Refer to section 8.2 for further details. | 30 June 2028 |

5 (**Exercise of Director Rights**) Director Rights may only be exercised when the Company has issued a Vesting Notification (as defined in the Plan) to the Holder. As soon as practicable:

(a) following the issuing of a Vesting Notification to the Holder; and

(b) the Holder issuing the Company a signed Notice of Exercise specifying the number of vested Director Rights to be exercised,

the Company must allot and issue, or transfer, the number of Shares for which the Holder is entitled to acquire upon satisfaction of the Vesting Conditions for the relevant number of Director Rights held in accordance with clause 4.

Following the Company issuing a Vesting Notification to the Holder, vested Director Rights are exercisable by the Holder prior to the Expiry Date, subject to the Holder issuing the Company a signed Notice of Exercise.

6 (**Lapse of Director Rights**) Where Director Rights have not satisfied the Vesting Conditions prior to the Vesting Date or Expiry Date (whichever occurs earlier) those Director Rights will automatically lapse. The Director Rights will also lapse in the circumstances detailed in the Plan.

7 (**Timing of issue of Shares on exercise**): Within 5 Business Days after the later of the following:

(a) the Exercise Date; and

(b) when excluded information in respect to the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information,

the Company will:

(c) allot and issue the number of Shares required under these terms and conditions in respect of the number of Director Rights specified in the Notice of Exercise and for which cleared funds have been received by the Company;

(d) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and

(e) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Director Rights.

If the Company is unable to deliver a notice under paragraph 7(d) 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, the Company will lodge with ASIC a "cleansing prospectus" prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors. Where a "cleansing prospectus" is required, any Shares issued on exercise of Director Rights will be subject to a holding lock until such time as a prospectus is issued by the Company or until 12 months has elapsed from the date of issue of the Shares, whichever is the shorter.

8 (**Shares issued on vesting**): Shares issued on vesting of the Director Rights will rank equally with the then Shares of the Company.

9 (**Quotation of Shares on vesting**): If admitted to the official list of ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the vesting of the Director Rights in accordance with the Listing Rules.

10 (**Reconstruction of capital**): If at any time the issued capital of the Company is reconstructed, all rights of a Holder are to be changed in a manner consistent with the Corporations Act and the Listing Rules at the time of the reconstruction.

11 (**Participation in new issues**): There are no participation rights or entitlements inherent in the Director Rights and Holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Director Rights without the vesting of the Director Rights.

12 (**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):

(a) the number of Shares which must be issued on the exercise of a Director Right will be increased by the number of Shares which the Holder would have received if the Holder had exercised the Director Rights before the record date for the bonus issue; and

(b) no change will be made to the Exercise Price.

13 (**Change of Control**): Upon the occurrence of:

(a) Shareholders by the necessary majority having approved a scheme of arrangement (excluding for the purposes of a corporate restructure) and the Court having approved such scheme of arrangement;

(b) a takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and:

(i) the bidder having obtained a relevant interest in 50% or more of the Company's shares on issue; and

(ii) the takeover bid having become unconditional by the bidder;

(c) any person acquiring a Relevant Interest (as defined in the Corporations Act) in more than 50% of the Shares by any other means; or

(d) the Company announcing that a sale or transfer (in one transaction or a series of related transactions) of the whole or substantially the whole of the undertaking and business of the Company has been completed,

(**Change of Control Event**) or the Board determines that such an event will or is likely to occur, all of the Director Rights will vest in full (regardless of whether the applicable vesting conditions have been satisfied), unless the Board, in its discretion determines otherwise.

14 (**Quotation**) The Company will not seek official quotation of any Director Rights.

15 (**Director Rights Not Property**) A Holder's Director Rights are personal contractual rights granted to the Holder only and do not constitute any form of property.

16 (**No Transfer of Director Rights**) Director Rights granted under the Plan may not be assigned, transferred, encumbered with a security interest in or over them, or otherwise disposed of by a Holder, unless:

(a) the prior consent of the Board is obtained, which consent may be withheld in the Board's sole discretion and which, if granted, may impose such terms and conditions on such assignment, transfer, encumbrance with a security interest or disposal as the Board sees fit; or

(b) such assignment or transfer occurs by force of law upon the death or total and permanent disablement of a Holder to the Holder's legal personal representative.

17 (**Plan**) The Director Rights are issued under and in accordance with the Plan and the terms and conditions of these Director Rights are subject to the Plan.

# Proxy Voting Form

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

**Boss Energy Limited | ABN 38 116 834 336**

Your proxy voting instruction must be received by **10:30am (AWST) on Tuesday, 18 November 2025**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

## SUBMIT YOUR PROXY

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

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

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

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

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

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

**SIGNING INSTRUCTIONS**
**Individual:** Where the holding is in one name, the Shareholder must sign.
**Joint holding:** Where the holding is in more than one name, all Shareholders should sign.
**Power of attorney:** If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.
**Companies:** To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.
**Email Address:** Please provide your email address in the space provided.
**By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.**

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

### Lodging your Proxy Voting Form:

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

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

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

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

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

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

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

## STEP 1 - How to vote

**APPOINT A PROXY:**

I/We being a Shareholder entitled to attend and vote at the Annual General Meeting of Boss Energy Limited, to be held at **10:30am (AWST) on Thursday, 20 November 2025 at the Duxton Hotel Perth, 1 St Georges Terrace, Perth WA 6000** hereby:

**Appoint the Chair of the Meeting (Chair)** OR if you are not appointing the Chair of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit and at any adjournment thereof or postponement.

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

**AUTHORITY FOR CHAIR TO VOTE UNDIRECTED PROXIES ON REMUNERATION RELATED RESOLUTIONS**
Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolutions 1 and 5 (except where I/we have indicated a different voting intention below) even though Resolutions 1 and 5 are connected directly or indirectly with the remuneration of a member of the 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 Resolutions 1 and 5 by marking the appropriate box in step 2.

## STEP 2 - Your voting direction

| Resolutions | | For | Against | Abstain |
|---|---|---|---|---|
| 1 | Remuneration Report | ☐ | ☐ | ☐ |
| 2 | Election of Ms Joanne Palmer as a Director | ☐ | ☐ | ☐ |
| 3 | Election of Ms Caroline Keats as a Director | ☐ | ☐ | ☐ |
| 4 | Re-election of Mr Wyatt Buck as a Director | ☐ | ☐ | ☐ |
| 5 | Issue of LTI Performance Rights to Mr Matt Dusci under the Plan | ☐ | ☐ | ☐ |
| 6 | Amendments to Constitution | ☐ | ☐ | ☐ |

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

## STEP 3 – Signatures and contact details

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

Contact Name:

Email Address:

Contact Daytime Telephone

Date (DD/MM/YY) ☐☐ / ☐☐ / ☐☐

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

AUTOMIC

BOE