16 September 2026

ASX ANNOUNCEMENT

FIRST AU TO ACQUIRE JAVELIN MINERALS IN RECOMMENDED ALL-SCRIP TAKEOVER

Proposed Combination Brings Together Brownfields Gimlet, Riverina East, Eureka & Coogee Gold Projects near Kalgoorlie in the Eastern Goldfields, Western Australia

HIGHLIGHTS

- **Proposed WA brownfields gold projects consolidation:** First Au Limited (**ASX: FAU**) (**"FirstAU**") and Javelin Minerals Limited (**ASX: JAV**) ("**Javelin**") have executed a binding Takeover Implementation Deed to combine FirstAU's Riverina East and Gimlet Gold Projects with Javelin's Eureka and Coogee Gold Projects, located in the Eastern Goldfields outside Kalgoorlie.
- **Expanded WA Eastern Goldfields gold resource base:** Proposed combination brings together three brownfields gold projects near Kalgoorlie in Western Australia, with reported Mineral Resources totalling approximately **350,600 ounces of gold**, comprising Gimlet (~112,900 oz), Eureka (~110,687 oz) and Coogee (~127,000 oz).[1]
- **All-scrip consideration:** Javelin Shareholders to be offered 11.7647 new FirstAU shares for each Javelin share, equivalent to 0.5882 FirstAU shares, following FirstAU's proposed 20:1 capital consolidation which remains subject to approval by FAU shareholders**.**
- **Implied offer value of A$0.1153 per Javelin share, representing a 40.6% premium to Javelin's closing price** on 11 September 2026, based on FirstAU's 10-day VWAP ending 11 September 2026, also **implied offer value of A$0.1412 per Javelin share, representing a 72.2% premium to Javelin's closing price** based on the FAU closing price of $0.012 on 11 September 2026.
- **Continuing participation in the enlarged group**: Javelin Shareholders would hold approximately ~48.7% of FirstAU following a 100% acquisition.
- **Unanimously recommended by Javelin's Board**, in the absence of a superior proposal, subject to each director continuing to conclude that the Offers are in Javelin Shareholders' best interests, and subject to the Independent Expert concluding, and continuing to conclude, that the Offers are fair and reasonable (or not fair but reasonable) to Javelin Shareholders. Directors who hold or control 9% of Javelin Shares intend to accept the Share Offer in respect of all Javelin Shares they hold or control, in the absence of a superior proposal and provided the Independent Expert concludes, and continues to conclude, that the Offers are fair and reasonable (or not fair but reasonable).
- **Conditional transaction:** The Share Offer is subject to a 50.1% minimum acceptance condition and the other conditions summarised in this announcement and as set out in the Takeover Implementation Deed annexed to this announcement.

[1] Refer to Table 2 for the breakdown of each Mineral Resource estimate by JORC Code classification.

First Au Limited ("FirstAU", "FAU" or "the Company") and **Javelin Minerals Limited (ASX: JAV) ("Javelin")** have entered into a binding Takeover Implementation Deed ("TID") under which FirstAU has agreed to make a recommended off-market takeover offer for all of Javelin's ordinary shares ("Share Offer").

The proposed transaction ("Transaction") would bring together FirstAU's Gimlet and Riverina East Gold projects and Javelin's Eureka and Coogee gold projects within an enlarged Western Australian gold exploration and development group located in the historic Eastern Goldfields near Kalgoorlie, subject to satisfaction or waiver of the conditions.

Under the Share Offer, holders of Javelin Shares ("Javelin Shareholders") will be offered **11.7647 new FirstAU shares for each Javelin share held** ("Share Offer Consideration"). This exchange ratio ("Exchange Ratio") is stated before FirstAU's proposed 20:1 consolidation of its issued capital ("Consolidation"). If the Consolidation becomes effective, the Exchange Ratio will be adjusted to **0.5882 FirstAU shares for each Javelin share.**[2] The Offers are not conditional on the Consolidation being approved by shareholders.

Based on FirstAU's 10-day volume-weighted average price ("VWAP") of **A$0.0098 per share** for the period ending 11 September 2026, the Share Offer Consideration implies a value of **A$0.1153 per Javelin share** and values Javelin at approximately **A$46.5 million on a fully diluted basis**.

The implied offer value represents the following premiums for Javelin Shares as set out below:

TABLE 1: IMPLIED PREMIUMS

Javelin reference point	Javelin reference price	Premium on FAU 10 day VWAP (A$0.1153 implied offer value)	Premium on FAU close on 11 September 2026 (A$0.1412 implied offer value)
Closing share price on 11 September 2026	A$0.082	40.6%	72.2%
30-day VWAP ending 11 September 2026	A$0.0751	53.5%	88.0%
90-day VWAP ending 11 September 2026	A$0.0788	46.3%	79.2%

The Share Offer Consideration comprises a fixed number of FirstAU shares, not a fixed cash amount. Its market value will vary with FirstAU's share price.

The fully diluted valuation assumes the inclusion of Javelin's ordinary shares on issue, Javelin Options that are in-the-money at the implied offer value, and the full vesting and conversion of all Javelin Performance Rights.

[2] FirstAU is proposing to undertake a 20:1 consolidation of its issued capital (**Consolidation**). Refer to FirstAU's notice of meeting dated 25 August 2026 for further information about the Consolidation. If the Consolidation becomes effective, the Exchange Ratio will be adjusted from 11.7647 FirstAU securities for every 1 Javelin security to 0.5882 FirstAU securities for every 1 Javelin security.

STRATEGIC RATIONALE – EASTERN GOLDFIELDS CONSOLIDATION

The proposed transaction would combine Gimlet, Riverina East, Eureka and Coogee within a larger Western Australian gold portfolio located in the historic Eastern Goldfields near Kalgoorlie, providing shareholders with exposure to a broader range of exploration and development opportunities.

For FirstAU shareholders, the transaction would add Javelin's brownfields Eureka and Coogee gold projects alongside Gimlet, Riverina East and FirstAU's existing exploration interests. This would broaden FirstAU's resource-backed project portfolio and provide additional opportunities for future exploration and development.

For Javelin Shareholders who accept the Share Offer, the all-scrip consideration would retain exposure to Eureka and Coogee through ownership in FirstAU, while providing additional exposure to Gimlet, Riverina East and FirstAU's broader Western Australian portfolio.

The Javelin Board unanimously recommends that Javelin Shareholders accept the Offers, in the absence of a superior proposal and subject to the Independent Expert concluding, and continuing to conclude, that the Offers are fair and reasonable (or not fair but reasonable) to Javelin Shareholders.

The Javelin Board's reasons for its recommendation will be set out in full in the Target's Statement, which will be accompanied by the Independent Expert's Report.

FirstAU Executive Chairman Daniel Raihani commented: *"This transaction brings together two complementary Western Australian gold portfolios, experienced management teams and aligned shareholder bases under a single platform. The combined entity will hold a resource base of over 350,000 ounces of gold across Gimlet, Eureka and Coogee, supported by the exploration upside at Riverina East, providing a stronger foundation for value creation than either company could achieve independently. Our focus remains on disciplined capital allocation, advancing the opportunities that offer the strongest technical and commercial potential across the enlarged portfolio. We believe this combination delivers genuine alignment for both sets of shareholders, with the all-scrip structure ensuring Javelin and FirstAU shareholders alike participate in the growth opportunities ahead".*

Javelin Executive Chairman Brett Mitchell commented: *"The all-scrip structure allows Javelin Shareholders who accept the Offers to retain exposure to Eureka and Coogee while gaining exposure to Gimlet, Riverina East and FirstAU's other assets. We believe the combination offers an attractive opportunity to develop a broader brownfields gold portfolio in the Eastern Goldfields, while maintaining an interest in the projects we have been advancing".*

The proposed combination would bring these three resource-backed gold projects under a single listed company, providing a broader platform for exploration, resource growth and future development.

TABLE 2: COMBINED GOLD PROJECT RESOURCE PORTFOLIO

Project	Reporting company	Mineral Resource classification	Gold cut-off (g/t)	Tonnes (t)	Gold grade (g/t)	Contained gold (oz)
Gimlet	FirstAU	Indicated	0.5	1,034,000	2.12	70,400
		Inferred	0.5	549,000	2.41	42,500
		Total	**0.5**	**1,583,000**	**2.22**	**112,900**
Eureka	Javelin	Indicated	0.5	1,359,500	1.80	78,677
		Inferred	0.5	682,088	1.46	32,010
		Total	**0.5**	**2,041,588**	**1.69**	**110,687**
Coogee	Javelin	Indicated	0.5	963,242	1.31	40,563
		Inferred	0.5	2,691,589	1.00	86,122
		Total	**0.5**	**3,654,831**	**1.08**	**126,685**

*NOTES: Coogee also hosts a reported copper Mineral Resource of **1 Mt at 0.41% Cu for 4,122 tonnes of copper**. Refer to Javelin's ASX announcement dated 26 August 2024 for the classification breakdown of the Coogee copper Mineral Resource.*

***Resource references:** FirstAU ASX announcement dated 16 April 2026 for Gimlet; Javelin ASX announcement dated 16 July 2025 for Eureka; and Javelin ASX announcement dated 26 August 2024 for Coogee. Refer to the Compliance Statements in this announcement.*

TRANSACTION OVERVIEW

Under the terms of the TID, FirstAU will make an off-market takeover bid to acquire all Javelin Shares on issue ("Share Offer"). The Share Offer will extend to all Javelin Shares issued during the offer period as a result of the exercise or conversion of Javelin options ("Javelin Options") and Javelin performance rights ("Javelin Performance Rights").

In addition, FirstAU will make a separate offer to acquire all Javelin Options on issue ("Option Offer"). Under the Option Offer, Javelin Optionholders will receive 11.7647 new FirstAU options ("New FirstAU Options") for every 1 Javelin option held (on a pre-Consolidation basis[2]) ("Option Offer Consideration"). Each New FirstAU Option will have an exercise price equal to the exercise price of the corresponding Javelin option divided by the Exchange Ratio and an expiry date equal to the expiry date of the corresponding Javelin option (being either 6 December 2026 or 31 December 2028). The Share Offer and Option Offer are together, the "Offers".

Javelin currently has 15,161,294 Javelin Performance Rights on issue. Under the TID, all Javelin Performance Rights will vest and convert to Javelin Shares other than 6 Javelin Performance Rights issued to certain vendors ("Javelin Vendor Performance Rights") that, subject to Javelin receiving a waiver from ASX Listing Rule 6.23.2, will be cancelled in consideration for the issue of new FirstAU performance rights, on equivalent terms (subject to entry into a tripartite agreement between FirstAU, Javelin and the holders of the Javelin Vendor Performance Rights).

Javelin Shareholders whose registered address is outside Australia and its external territories will not receive FirstAU shares. The FirstAU shares to which they would otherwise be entitled will instead be issued to a nominee, sold on market, and the net proceeds remitted to them (through an approved sales nominee).

As at the date of this announcement, FirstAU has no relevant interest in, and no voting power in respect of, any Javelin Shares.

The Share Offer is subject to a number of customary conditions, which will be set out in full in the Bidder's Statement, including:

- minimum acceptance condition of 50.1%;
- no material adverse change in relation to Javelin;
- no prescribed occurrences in relation to Javelin;
- no adverse regulatory action being taken by a government agency in relation to the Offers;
- no exercise of change of control or similar rights under material agreements;
- no material breach of Javelin's representations, warranties or undertakings under the TID; and
- Javelin obtaining a waiver of ASX Listing Rule 6.23.2 from ASX in respect of the Javelin Vendor Performance Rights, on terms reasonably satisfactory to FirstAU.

The Option Offer is subject to the Share Offer being or having been declared unconditional.

The TID also contains:

- customary exclusivity arrangements;
- notification obligations;
- matching rights in favour of FirstAU; and
- fiduciary carve-outs enabling the Javelin Board to respond to a superior proposal where required to comply with directors' duties.

The Target's Statement will be accompanied by an independent expert's report. Further details of the Offer, including the reasons for the Javelin Board's recommendation, will be set out in the Target's Statement to be despatched to shareholders in due course.

THE COMBINED GROUP

If the Offers are accepted in respect of all Javelin securities, it is expected that FirstAU would issue approximately 3,577,936,000 new FirstAU shares (approximately 178,896,800 on a post-Consolidation basis) and approximately 1,916,117,000 New FirstAU Options (approximately 95,805,873 on a post-Consolidation basis).

On that basis, existing FirstAU shareholders would hold approximately 51.3% and former Javelin Shareholders approximately 48.7% of FirstAU shares on issue.

On completion of the Transaction, the FirstAU Board is intended to comprise Daniel Raihani, Piers Lewis, Lachlan Kenna, Brett Mitchell and Andrew Rich, being three existing FirstAU directors and two directors nominated by Javelin.

TAX CONSIDERATIONS

Eligible Javelin Shareholders who would otherwise realise a capital gain on disposal of their Javelin Shares may be able to choose scrip-for-scrip rollover relief under Division 124-M of the Income Tax Assessment Act 1997 (Cth), deferring Australian capital gains tax, provided FirstAU becomes the owner of 80% or more of the Javelin Shares and the other requirements for rollover are satisfied. The availability and effect of any rollover relief depends on each shareholder's individual circumstances, and Javelin Shareholders should obtain their own independent tax advice. Satisfaction of the Share Offer's 50.1% minimum acceptance condition would not, by itself, satisfy the 80% ownership threshold required for scrip-for-scrip rollover relief.

INDICATIVE TIMETABLE

Event	Date
Bidder's Statement lodged with ASIC, released to ASX and sent to Javelin	23 October 2026
Target's Statement lodged with ASIC, released to ASX and sent to FirstAU	23 October 2026
Bidder's Statement despatched to Javelin Shareholders (with Javelin's consent)	30 October 2026
Target's Statement despatched to Javelin Shareholders	30 October 2026
Offer Period commences	30 October 2026
Offer Period ends (unless extended or withdrawn)	30 November 2026

These dates are indicative only and are subject to change. Any change will be announced to ASX.

ADVISERS

Hamilton Locke is acting as legal adviser to FirstAU.

Steinepreis Paganin is acting as legal adviser to Javelin.

NEXT STEPS

FirstAU's Bidder's Statement will set out the detailed terms of the Share Offer and Option Offer and the process for acceptance. Javelin's Target's Statement will include the reasons for the Javelin Board's recommendation and will be accompanied by an independent expert's report.

Javelin Shareholders do not need to take any action at this stage. Further information will be provided in the Bidder's Statement and Target's Statement.

This announcement has been authorised for release by the Boards of Directors of First AU Limited and Javelin Minerals Limited.

For further information please contact:

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Forward Looking Statements

This announcement contains forward-looking statements relating to the proposed transaction between Javelin and FirstAU, including statements regarding the anticipated benefits of the Transaction, future strategic and development opportunities, exploration potential, future growth opportunities and the timing and outcome of the Transaction.

Forward-looking statements involve known and unknown risks, uncertainties and other factors beyond the control of Javelin and FirstAU that may cause actual results, performance or achievements to differ materially from those expressed or implied in such statements.

Neither Javelin nor FirstAU gives any assurance that the Transaction will be completed or that any forward-looking statement will prove to be correct. Except as required by law or the ASX Listing Rules, Javelin and FirstAU disclaim any obligation to update or revise any forward-looking statements.

About First AU Limited

First AU Limited (ASX: FAU) is an advanced gold and base metals exploration company listed on the Australian Securities Exchange pursuing gold opportunities in Western Australia, including its 100%-owned Gimlet Gold Project in the Kalgoorlie region.

The Company also holds the Barlee Gold Project, the Riverina East Gold Project and additional exploration interests across Western Australia.

About Javelin Minerals Limited

Javelin Minerals Limited (ASX: JAV) is a Western Australian focused gold exploration and development company with a portfolio of gold projects in the Eastern Goldfields region.

Compliance Statements – FirstAU

The Mineral Resource Estimate for the Gimlet Gold Project referred to in this announcement was first reported in accordance with the JORC Code 2012 in FirstAU's ASX announcement dated 16 April 2026. FirstAU confirms that it is not aware of any new information or data that materially affects the information included in the original announcement and, in the case of Mineral Resource estimates, that all material assumptions and technical parameters underpinning the estimates continue to apply and have not materially changed.

Compliance Statements – Javelin

The Mineral Resource Estimate for the Eureka Gold Project was reported in accordance with the JORC Code 2012 in Javelin's ASX announcement dated 16 July 2025. The Mineral Resource Estimate for the Coogee Gold Project was reported in accordance with the JORC Code 2012 in Javelin's ASX announcement dated 26 August 2024. Javelin confirms that it is not aware of any new information or data that materially affects the information included in the original announcements and, in the case of Mineral Resource estimates, that all material assumptions and technical parameters underpinning the estimates continue to apply and have not materially changed.

Pro forma Mineral Resources

This announcement refers to FirstAU and Javelin having a combined pro forma Mineral Resource estimate. This is comprised of the combined Mineral Resource estimates of FirstAU and Javelin as set out in table 2 above.

Takeover Implementation Deed

First AU Limited
(ACN 000 332 918)

and

Javelin Minerals Limited
(ACN 151 900 855)

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Date: 16 September 2026

Parties

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	Email	vgoh@firstau.com
	Attention	Victor Goh
Javelin	Name	Javelin Minerals Limited
	ACN	151 900 855
	Address	3 Richardson Street, West Perth, WA 6005
	Email	brett@javelinminerals.com.au
	Attention	Brett Mitchell

Background

A. FirstAU is proposing to make a Takeover Bid for all the Javelin Shares and all of the Javelin Options, and the Javelin Directors are proposing to recommend the Takeover Bid on the terms and conditions set out in this agreement.

B. The parties have agreed to implement the Takeover Bid on the terms and conditions set out in this agreement.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

The following words have these meanings in this deed:

Aboriginal Heritage Act means the *Aboriginal Heritage Act 1972* (WA) and the *Aboriginal and Torres Strait Islander (Heritage Protection) Act 1984* (Cth) as well as any legislation that may replace that legislation or be enacted in conjunction with that legislation, in relation to Aboriginal cultural heritage including Aboriginal cultural material or Aboriginal sites as they are defined in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth) and the *Aboriginal Heritage Act 1972* (WA).

Abstain Requirement means, in respect of a Javelin Director, that the Javelin Director is required by applicable law or the ASX Listing Rules, or determines in good faith after receiving written legal advice from Javelin's external legal adviser that it is necessary or appropriate, to abstain from making, or to withdraw or qualify, a Recommendation or an Acceptance Intention by reason of an actual or potential conflict of interest.

Acceptance Intention means the Acceptance Intention referred to in clause 3.1(a)(ii).

Accounting Standards means:

(a) the accounting standards made by the Australian Accounting Standards Board in accordance with the Corporations Act;

(b) the requirements of the Corporations Act relating to the preparation and content of financial accounts; and

(c) generally accepted accounting principles that are consistently applied in Australia, except those inconsistent with the standards or requirements referred to in paragraph (a).

Agreed Form means the form of a document agreed contemporaneously with this deed and initialled by the parties or confirmed by email exchange by the parties for the purpose of identification.

Anti-Corruption Laws means all applicable anti-bribery and anti-corruption laws and regulations, including the *U.S. Foreign Corrupt Practices Act* of 1977, the *U.K. Bribery Act 2010, Corruption of Foreign Public Officials Act* (Canada) and the *Australian Criminal Code Act* 1995 (Cth), laws and regulations implementing the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or the rules and regulations promulgated thereunder, or any other applicable law of similar effect in other jurisdictions.

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given in section 12 of the Corporations Act as if subsection 12(1) of the Corporations Act included a reference to this deed and Javelin was the designated body.

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

ASX Listing Rules means the official listing rules of ASX.

Authorisation means an approval, authorisation, consent, declaration, exemption, notarisation, licence, quota, permit or waiver, however described, and any condition attaching to it; and in the context of anything that could be prohibited or restricted by applicable law if a Government Agency acts in any way within a specified period, the expiry of the period without that action being taken, including any renewal, consolidation, replacement, extension or amendment of any of them.

Bidder's Statement means the Bidder's Statement to be prepared by FirstAU in relation to the Takeover Bid in compliance with Part 6.5 of the Corporations Act.

Business Day means a business day as defined in the ASX Listing Rules.

Claim means any claim, demand, legal proceedings or cause of action including any claim, demand, legal proceedings or cause of action:

(a) based in contract (including breach of any warranty);

(b) based in tort (including misrepresentation or negligence);

(c) under common law or equity; or

(d) under statute.

Competing Proposal means any proposed offer, proposal, transaction, or arrangement whether by way of takeover bid, scheme of arrangement, reverse takeover, capital reduction, sale or purchase of securities or assets, joint venture, partnership, dual listed companies structure, economic or synthetic merger or combination, deed of company arrangement, any debt for equity arrangement, recapitalisation, refinancing or other transaction or arrangement which, if completed, would result in a Third Party (either alone or together with any Associate of that Third Party):

(a) directly or indirectly acquiring or being entitled to acquire a Relevant Interest or any other direct or indirect legal or beneficial interest in more than 20% of the Javelin Shares or more than 20% of the shares in any other Javelin Group Member whose assets represent 20% or more of the total consolidated assets of the Javelin Group;

(b) directly or indirectly acquiring or being entitled to acquire the whole of the business or assets of the Javelin Group or any part of the business or assets of the Javelin Group that represents 20% or more of the total consolidated assets of the Javelin Group; or

(c) acquiring Control of Javelin or merging or amalgamating with Javelin or any other Javelin Group Member whose assets represent 20% or more of the total consolidated assets of the Javelin Group,

or which would otherwise require Javelin to abandon, or otherwise fail to proceed with, the Transaction.

Conditions means collectively, the Share Offer Conditions and the Option Offer Conditions.

Confidentiality Deed means the confidentiality deed dated 7 August 2026 between the parties, as amended from time to time.

Constitution means the constitution of Javelin, as amended from time to time.

Contamination has the same meaning as in the *Contaminated Sites Act 2003* (WA).

Control has the meaning given in section 50AA of the Corporations Act and **Controlled** has the equivalent meaning.

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

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

Counterproposal means FirstAU's offer to amend the terms of the Transaction or make an alternative proposal to Javelin or Javelin Shareholders with a view to providing an equivalent or a superior outcome for Javelin Shareholders than that offered under the relevant Competing Proposal.

D&O Run Off Policy means the directors' and officers' run-off insurance policy in respect of any and all directors and officers of each Javelin Group Member and relevant former directors and officers of each Javelin Group Member, that applies for no less than a seven-year period following the Effective Control Date.

DMPE means the Western Australian Department of Mines, Petroleum and Exploration.

Disclosed means fairly disclosed by the relevant party in writing, in good faith and in such manner that a reasonable and independent sophisticated party (with experience in transactions contemplated under this deed) in the same position as the other party would reasonably be expected to realise and understand the nature, context, substance, importance and materiality of that information.

Distribution includes any dividend, capital return, shareholder loan repayment, payment or other distribution of any kind.

Duty means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and any penalty, fee, fine, interest or additional charge payable in relation to any such duty or charge but excludes any Tax.

Effective Control occurs when the Offers become, or are declared, free of all Conditions and FirstAU has a Relevant Interest in at least 50.1% of all Javelin Shares.

Effective Control Date means the date on which Effective Control occurs.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention and any other security arrangement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by law or contract.

End Date means the date that is six months after the date of this deed, or such later date as the parties agree in writing.

Environment has the meaning given to that term in the *Environmental Protection Act 1986* (WA).

Environmental Approval means an Authorisation under any Environmental Law.

Environmental Aspect means the interaction, relationship or impact of a past or present operation, activity, structure, building or chattel with the Environment, including for example:

(a) impacts of operations, activities, structures, buildings or chattels on items of heritage or flora or fauna;

(b) operations, activities, structures, buildings or chattels causing Contamination; and

(c) operations or activities producing waste.

Environmental Law means any Law regulating or otherwise relating to the environment including, without limitation, land use, planning, heritage, water, catchments, pollution of air and water, noise, soil or ground water contamination, storage and handling of chemicals, waste, use of dangerous goods or substances, building regulations, public health and safety, noxious trades or any other aspect of the protection of the environment or persons or property.

Environmental Notice means any written requirement (such as a direction, order, demand or licence) from any Government Agency or any court to take any action or to refrain from taking any action relating to any Environmental Aspect or Environmental Law.

Equivalent Insurer means an insurer that has a rating that is the same as, or better than, the rating of the insurer(s) for the Javelin Directors' and officers' insurance policy in place as at the date of this deed.

Exchange Ratio means the ratio of New FirstAU Shares to Javelin Shares under the Offer Consideration, being 11.7647 New FirstAU Shares for every 1 Javelin Share (calculated on a pre-consolidation basis).

Excluded Share means a Javelin Share held by, or held by any person on behalf of or for the benefit of, any FirstAU Group Member.

Excluded Shareholder means a holder of one or more Excluded Shares.

Exclusivity Period means the period starting on the date of this deed and ending on the first to occur of:

(a) termination of this deed;

(b) the end of the Offer Period; and

(c) the End Date.

FirstAU and Javelin Announcement means a joint public announcement concerning the Transaction in the Agreed Form to be made by FirstAU and Javelin in accordance with clause 10.1.

FirstAU Authorisation means an Authorisation held by or for the benefit of the FirstAU Group or a FirstAU Group Member for the purposes of conducting its business including each FirstAU Key Licence.

FirstAU Data Room means the online electronic data room entitled 'Project Aurum' established by Hamilton Locke via Collabspaces and maintained by FirstAU's company secretary in connection with the Transaction as at 11.59pm on 15 September 2026 and the contents of which are set out in an electronic index sent by or on behalf of FirstAU to Javelin or its Representatives on or before the date of this deed.

FirstAU Director means a director of FirstAU from time to time.

FirstAU Disclosure Materials means:

(a) the FirstAU Due Diligence Information;

(b) the announcements by FirstAU to ASX within two years prior to the date of this deed; and

(c) the publicly available documents in relation to FirstAU or a FirstAU Group Member which would be disclosed in a search of the following:

  (i) ASIC records on the date immediately before the date of this deed;

  (ii) the PPSR on the date immediately before the date of this deed;

  (iii) the register maintained by the DMPE pursuant to the *Mining Act 1978* (WA) as at 15 September 2026

  (iv) the Tengraph register maintained by the DMPE as at 15 September 2026;

  (v) the schedule of native title applications, register of native title claims, national native title register, register of indigenous land use agreements and national land use agreements as maintained by the National Native Title Tribunal for any native title claims (registered or unregistered), native title determinations and indigenous land use agreements that overlap or apply to the FirstAU Key Licences as at 15 September 2026;

  (vi) the online Aboriginal Cultural Heritage Inquiry System maintained by the Department of Planning, Lands and Heritage for any Registered or Lodged Aboriginal Cultural Heritage sites over the FirstAU Key Licences as at 15 September 2026; and

(vii) the public records maintained by the High Court of Australia, the Federal Court of Australia, the Federal Circuit Court of Australia, the Fair Work Commission, the Administrative Review Tribunal and the Supreme Court of Western Australia, the District Court of Western Australia, the Magistrates Court of Western Australia and the Warden's Court, in each case as at 15 September 2026.

FirstAU Due Diligence Information means:

(a) the written information and information made available to Javelin and its Representatives by or on behalf of the FirstAU Group or its Representatives in the FirstAU Data Room; and

(b) any documentation and information made available to Javelin and its Representatives by or on behalf of the FirstAU Group or its Representatives that has been agreed in writing (including by email) between FirstAU and Javelin to form part of the FirstAU Due Diligence Information.

FirstAU Group means FirstAU and its Related Entities (but excluding Javelin Group Members), and **FirstAU Group Member** means any of them.

FirstAU Key Licences means M26/849 and E26/174 in respect of the Gimlet Gold Project and M30/91, M30/99, P30/1163 and P30/1144 in respect of the Riverina East Gold Project.

FirstAU Indemnified Persons means each FirstAU Group Member and each of their respective Representatives.

FirstAU Material Adverse Change has the meaning given in Part 1 of Schedule 2.

FirstAU Material Contract means any agreement, contract, or other arrangement or instrument to which any FirstAU Group Member is a party or bound by or to which any of the assets of any FirstAU Group Member is subject, and which:

(a) imposes obligations or liabilities on any party of at least $750,000 per annum or $750,000 over the life of the agreement, contract, or other arrangement or instrument;

(b) restricts the ability of any FirstAU Group Member or any person who Controls FirstAU from engaging in or competing with any business in any place; or

(c) is otherwise of material importance to the FirstAU Group.

FirstAU Option means an option to subscribe for FirstAU Shares, details of which are set out in Part 2 of Schedule 5.

FirstAU Performance Right means a performance right that converts to FirstAU Shares upon satisfaction of certain vesting conditions, as detailed in Part 2 of Schedule 5.

FirstAU Prescribed Occurrence means each of the occurrences listed in Part 2 of Schedule 2.

FirstAU Regulated Event has the meaning given in Part 3 of Schedule 2, other than an event:

(a) Disclosed in the FirstAU Disclosure Materials;

(b) agreed to by Javelin in writing;

(c) are required or permitted by, or result from the exercise by any person of its express rights (or the discharge by any person of its express obligations) under this deed or the transactions contemplated under it;

(d) concern, or relate to, FirstAU Performance Rights or FirstAU Options (such as their exercise or conversion into FirstAU Shares or actions contemplated by this deed or the documents mentioned in it), or the FirstAU Shares issuable in relation to them;

(e) result, directly or indirectly, from the actions (or omissions to act) of Javelin or a Javelin Group Member, other than in circumstances where FirstAU is in material breach of this deed unless such material breach resulted, directly or indirectly, from the actions (or omissions to act) of Javelin or a Javelin Group Member; or

(f) as reasonably required by an applicable law or by any Government Agency.

FirstAU Share means an issued fully paid share in the capital of FirstAU.

FirstAU Undertakings means the undertakings set out in Part 2 of Schedule 4.

FirstAU Warranties means the statements set out in Part 1 of Schedule 4.

Government Agency means any government, any department, officer or minister of any government and any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial agency, authority, board, commission, tribunal or entity whether in Australia or elsewhere and includes any minister, ASIC, the Takeovers Panel, FIRB and any regulatory organisation established under statute or any stock exchange.

Government Official means:

(a) any employee or person acting for or on behalf of a government official, Government Agency, or other enterprise performing a governmental function;

(b) any political party, candidate for public office, officer, employee, or person acting for or on behalf of a political party or candidate for public office;

(c) any member of a military or a royal or ruling family, and

(d) any employee or person acting for or on behalf of a public international organisation (e.g. United Nations).

Group means the FirstAU Group or the Javelin Group (as applicable).

Group Member means any FirstAU Group Member or any Javelin Group Member (as applicable).

GST has the meaning given in the GST Law.

GST Exclusive Consideration means the amounts payable or consideration to be provided under or in connection with this deed that are exclusive of GST in accordance with clause 12.2.

GST Law has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Independent Expert means the independent expert engaged by Javelin under clause 4.5 to prepare the Independent Expert's Report.

Independent Expert's Report means the report referred to in clause 4.5, including any update to it.

Ineligible Foreign Shareholder means a Javelin Shareholder whose registered address in the Javelin Share Register is in a place outside of Australia and its external territories, unless the parties agree it is lawful and not unduly onerous or impracticable to issue New FirstAU Shares to that Ineligible Foreign Shareholder.

Insolvency Event means in respect of any person:

(a) any indebtedness of the person becoming subject to a moratorium;

(b) a liquidator, provisional liquidator or administrator has been appointed to the person, a controller (as defined in section 9 of the Corporations Act) has been appointed to any property of the person, or an event which gives any other person a right to seek such an appointment;

(c) an order has been made, a resolution has been passed or proposed in a notice of meeting or in an announcement to any recognised securities exchange, or an application to a court has been made for the winding up or dissolution of the person or for the entry into of any arrangement, compromise or composition with, or assignment for the benefit of, creditors of the person or any class of them (other than frivolous or vexatious orders or applications);

(d) a security interest becomes enforceable or is enforced over, or a writ of execution, garnishee order, mareva injunction or similar order has been issued over or affecting, all or a substantial part of the assets of the person;

(e) the person is unable to pay its debts as and when they fall due within the meaning of the Corporations Act or is otherwise presumed to be insolvent under the Corporations Act or any other applicable law;

(f) the person is deregistered or otherwise dissolved;

(g) a deed of company arrangement is in force or has been proposed under Part 5.3A of the Corporations Act in respect of the person;

(h) a restructuring plan is in force or has been proposed under Part 5.3B of the Corporations Act in respect of the person;

(i) the person commences or has commenced against them, by any regulator, supervisor or similar official or body with insolvency, rehabilitation or regulatory jurisdiction or oversight in its jurisdiction of incorporation, domicile or operation, any proceeding or action of whatever nature seeking insolvency, protection from creditors, rehabilitation, bail in or bail out, or any similar process or arrangement under any applicable law that affects creditors' rights;

(j) the person enters into or takes any steps with a view to entering into, any safe harbour or similar arrangement within the meaning of section 588GA of the Corporations Act or any other similar or equivalent applicable law; or

(k) anything analogous to the above occurs in relation to the person under the applicable law of a foreign jurisdiction.

JAVAA Option has the meaning given in Part 1 of Schedule 5.

JAVAAA Option has the meaning given in Part 1 of Schedule 5.

JAVAB Option has the meaning given in Part 1 of Schedule 5.

Javelin Authorisation means an Authorisation held by or for the benefit of the Javelin Group or a Javelin Group Member for the purposes of conducting its business, including each Javelin Key Licence.

Javelin Board means the board of directors of Javelin, or any independent sub-committee of the board of directors of Javelin that is validly constituted and authorised to consider and approve any actions or omissions arising out of or in connection with the Transaction and this deed.

Javelin Data Room means the online electronic data room entitled 'AURUM' administered by Alyssa Fontilla via Sharepoint in connection with the Transaction established and maintained by or on behalf of Javelin as at 11.59pm on 15 September 2026 and the contents of which are set out in an electronic index sent by or on behalf of Javelin to FirstAU or its Representatives on or before the date of this deed.

Javelin Director means a director of Javelin from time to time.

Javelin Disclosure Materials means:

(a) the Javelin Due Diligence Information;

(b) the announcements by Javelin to ASX within two years prior to the date of this deed; and

(c) the publicly available documents in relation to Javelin or a Javelin Group Member which would be disclosed in a search of each of the following:

(i) ASIC records on the date immediately before the date of this deed;

(ii) the PPSR on the date immediately before the date of this deed;

(iii) the register maintained by the DMPE pursuant to the *Mining Act 1978* (WA) as at 15 September 2026

(iv) the Tengraph register maintained by the DMPE as at 15 September 2026;

(v) the schedule of native title applications, register of native title claims, national native title register, register of indigenous land use agreements and national land use agreements as maintained by the National Native Title Tribunal for any native title claims (registered or unregistered), native title determinations and indigenous land use agreements that overlap or apply to the Javelin Key Licences as at 15 September 2026;

(vi) the online Aboriginal Cultural Heritage Inquiry System maintained by the Department of Planning, Lands and Heritage for any Registered or Lodged Aboriginal Cultural Heritage sites over the Javelin Key Licences as at 15 September 2026; and

(vii) the public records maintained by the High Court of Australia, the Federal Court of Australia, the Federal Circuit Court of Australia, the Fair Work Commission, the Administrative Review Tribunal and the Supreme Court of Western Australia, the District Court of Western Australia, the Magistrates Court of Western Australia and the Warden's Court, in each case as at 15 September 2026.

Javelin Due Diligence Information means:

(a) the written information and information made available to FirstAU and its Representatives by or on behalf of the Javelin Group or its Representatives in the Javelin Data Room; and

(b) any documentation and information made available to FirstAU and its Representatives by or on behalf of the Javelin Group or its Representatives that has been agreed in writing (including by email) between FirstAU and Javelin to form part of the Javelin Due Diligence Information.

Javelin Group means Javelin and its Related Entities and **Javelin Group Member** means any of them.

Javelin Indemnified Persons means each Javelin Group Member and each of their respective Representatives.

Javelin Key Licence means M24/1022, M24/584, M24/585, M24/586 and L24/234 in respect of the Eureka Gold Project and M26/477, E26/177 and L26/264 in respect of the Coogee Gold Project.

Javelin Material Adverse Change has the meaning given in Part 1 of Schedule 1.

Javelin Material Contract means any agreement, contract, or other arrangement or instrument to which any Javelin Group Member is a party or bound by or to which any of the assets of any Javelin Group Member is subject, and which:

(a) imposes obligations or liabilities on any party of at least $250,000 per annum or $500,000 over the life of the agreement, contract, or other arrangement or instrument;

(b) restricts the ability of any Javelin Group Member or any person who Controls Javelin from engaging in or competing with any business in any place; or

(c) is otherwise of material importance to the Javelin Group.

Javelin Option means an option to subscribe for a Javelin Share, which option falls within one of the classes of options designated as "Javelin Options" set out in Part 1 of Schedule 5, being:

(a) the JAVOA Options;

(b) the JAVAB Options;

(c) the JAVAA Options; and

(d) the JAVAAA Options.

Javelin Option Register means the register of Javelin Options maintained by Automic Pty Ltd ACN 152 260 814 on behalf of Javelin.

Javelin Optionholder means a person who is registered in the Javelin Option Register as the holder of one or more Javelin Options, from time to time.

Javelin Performance Right means a performance right that converts to Javelin Shares upon satisfaction of certain vesting conditions, as detailed in Part 1 of Schedule 5.

Javelin Prescribed Occurrence means each of the occurrences listed in Part 2 of Schedule 1.

Javelin Regulated Event has the meaning given in Part 3 of Schedule 1, other than an event:

(a) Disclosed to FirstAU in the Javelin Disclosure Materials;

(b) resulting from the exercise by any person of its express rights (or the discharge by any person of its express obligations) under, this deed or the transactions contemplated under it;

(c) concern, or relate to, Javelin Performance Rights or Javelin Options (such as their issue and exercise or conversion into Javelin Shares or actions contemplated by this deed or the documents mentioned in it), or the Javelin Shares issuable in relation to them;

(d) in connection with the payment of any fees to:

  (i) Javelin's legal, financial or tax adviser or any independent expert in respect of any Competing Proposal; or

  (ii) Javelin's legal or financial adviser or any independent expert in respect of any Supplementary Disclosure,

provided that the Javelin Directors (acting in good faith) determine that it is reasonably necessary to incur such fees and that any such fees are properly and reasonably incurred;

(e) result, directly or indirectly, from the actions (or omissions to act) of FirstAU or a FirstAU Group Member, other than in circumstances where Javelin is in material breach of this deed unless such material breach resulted, directly or indirectly, from the actions (or omissions to act) of FirstAU or a FirstAU Group Member;

(f) are as required by an applicable law or by any Government Agency;

(g) falling within any of clauses 5.2(b)(i) to (ix);

(h) the engagement of the Independent Expert or the payment of its fees; or

(i) the obtaining of, or payment of any premium for, the D&O Run Off Policy.

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

Javelin Share Register means the register of Javelin Shares maintained by Automic Pty Ltd ACN 152 260 814 on behalf of Javelin (or any replacement share registry appointed by Javelin from time to time, if applicable).

Javelin Shareholder means a person who is registered in the Javelin Share Register as the holder of one or more Javelin Shares from time to time.

Javelin Undertakings means the undertakings set out in Part 2 of Schedule 3.

Javelin Vendor Performance Rights means the 6 Javelin Performance Rights issued on 18 August 2026 to the shareholders of Bulga Minerals Pty Ltd (ACN 681 528 361) and CY Exploration Pty Ltd (ACN 686 521 915) (or their respective nominees) in the proportions and on the terms and conditions set out in Javelin's notice of meeting dated 2 July 2026.

Javelin Warranties means the statements set out in Part 1 of Schedule 3.

JAVOA Option has the meaning given in Part 1 of Schedule 5.

Key Executive means:

(a) in respect of FirstAU, each of Daniel Raihani, Piers Lewis and Yew Thai Goh; and

(b) in respect of Javelin, each of Brett Mitchell, Michael Edwards, Andrew Rich and Peter Gilford.

Loss means all losses, damages, costs, expenses, charges and other liabilities whether present or future, fixed or unascertained, actual or contingent.

Marketable Parcel has the meaning given in the ASX Operating Rules Procedures which, among other things, includes a parcel of New FirstAU Shares, the value of which is not less than $500.

Matching Period means the five Business Day period commencing on the date of receipt of the information required to be provided by Javelin to FirstAU under clause 8.6(a)(iii).

Minimum Acceptance Condition means the Condition in clause 2.3(a).

Minimum Bid Price Condition means the Condition in clause 2.3(i).

Mining Standards means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (JORC Code 2012 Edition) published by the Joint Ore Reserves Committee, as in force from time to time.

Native Title Law means any applicable law, including the common law, applicable in Western Australia relating to or applying to native title or claimed native title, including the *Native Title Act* 1993 (Cth), the *Racial Discrimination Act* 1975 (Cth), the *Titles (Validation) and Native Title (Effect of Past Acts) Act 1995* (WA) and any determination made (including conditions imposed) by the National Native Title Tribunal or other competent entity under the *Native Title Act 1993* (Cth).

New FirstAU Share means a new fully paid FirstAU Share to be issued to the Javelin Shareholders under the Transaction.

New FirstAU Option means an option to subscribe for a FirstAU Share to be issued to a Javelin Optionholder under the Option Offer on the terms and conditions set out in Schedule 7, having an exercise price equal to the exercise price of the corresponding Javelin Option divided by the Exchange Ratio (rounded to the nearest $0.0001) and an expiry date equal to the expiry date of the corresponding Javelin Option.

Offers means:

(a) each offer to acquire Javelin Shares (including any Javelin Shares issued during the Offer Period) to be made by FirstAU to each Javelin Shareholder under the Takeover Bid on terms consistent with this deed (**Share Offer**); and

(b) each offer to acquire Javelin Options to be made by FirstAU to each Javelin Optionholder on terms consistent with this deed (**Option Offer**).

Offer Consideration means, collectively, the Option Offer Consideration and the Share Offer Consideration.

Option Offer Condition means a condition precedent set out in the first column of the table in clause 2.4.

Option Offer Consideration means the consideration payable by FirstAU for the transfer to FirstAU of Javelin Options held by a Javelin Optionholder, being 11.7647 New FirstAU Options for every 1 Javelin Option (being the Exchange Ratio).

Offer Period means the period during which the Offers are open for acceptance.

Permitted Encumbrance means any Encumbrance granted by, or imposed upon, any Javelin Group Member or any of its assets or business, where that Encumbrance is:

(a) registered against any part or all of the Javelin Key Licences, or any other mineral licences in which any Javelin Group Member has an interest, and which is capable of being identified by conducting a search of the relevant mining tenement register on the date of this deed;

(b) Disclosed in the Javelin Disclosure Materials;

(c) agreed to by FirstAU in writing;

(d) registered against a Javelin Group Member and recorded in the PPS Register (or an equivalent foreign register), three Business Days before the date of this deed;

(e) a lien arising by operation of applicable law and in the ordinary course of trading;

(f) a retention of title arrangement provided that such arrangement was entered into in the ordinary course of business;

(g) a purchase money security interest (as defined in section 14 of the PPSA) which relates to the deferred purchase price of any asset or service provided in the ordinary course of trading;

(h) a netting, set-off or similar arrangement or any combination of them entered into in the ordinary course for the purpose of netting debit and credit balances;

(i) an interest in personal property that would not be an Encumbrance; or

(j) arising by operation of law in the ordinary course of trading.

Policy Requirements means the requirements detailed in clause 7.3(a)(ii)(A).

PPS Register means the register established under the *Personal Property Securities Act 2009* (Cth).

Recommendation means the recommendation referred to in clause 3.1(a)(i).

Register Date means the date set by FirstAU under section 633(2) of the Corporations Act.

Regulatory Approval means an Authorisation in connection with the satisfaction of any of the Conditions set out in clause 2.3(b).

Regulatory Guides means the regulatory guides published by ASIC from time to time relevant to the Transaction.

Related Entity means in respect of a party, an entity that is under the Control of the party.

Relevant Interest has the meaning given in the Corporations Act as modified by any class order or other instrument executed by ASIC.

Removal Request means a request for termination of official quotation of Javelin Shares on ASX and the removal of Javelin from the official list of ASX, expressed to be subject only to any conditions imposed by ASX and requested to be effective immediately following the satisfaction of any such conditions.

Representative means in relation to a party or its Related Entities, any director, officer or employee or agent of, and any accountant, auditor, financier, financial adviser, legal adviser, technical adviser or other expert adviser or consultant to, that person.

Rights means all accretions, rights and benefits or whatever kind attaching to or arising from the Javelin Shares directly or indirectly at or after the date of this deed, including any capital returns, all dividends and all rights to receive them and right to receive or subscribe for shares, notes, bonds, options or other securities or entitlements declared, paid or issued by any Javelin Group Member.

Share Offer Condition means a condition precedent set out in the first column of the table in clause 2.3.

Share Offer Consideration means the consideration payable by FirstAU for the transfer to FirstAU of Javelin Shares held by a Javelin Shareholder, being, 11.7647 New FirstAU Shares for every 1 Javelin Share (calculated on a pre-consolidation basis).

Subsidiary has the meaning given in the Corporations Act.

Superior Proposal means a written bona fide Competing Proposal received after the date of this deed that:

(a) does not result from a breach by Javelin of any of its obligations under clause 8 or from any act by a Javelin Group Member or any of its Representatives which, if done by Javelin would constitute a breach of clause 8 by Javelin; and

(b) the Javelin Board determines, acting in good faith and after having taken such advice from its external advisers as the Javelin Board considers appropriate:

   (i) is reasonably capable of being valued and implemented, taking into account all aspects of the Competing Proposal, including its conditions precedent; and

   (ii) would, if completed substantially in accordance with its terms, be reasonably likely to be more favourable to Javelin Shareholders other than any Excluded Shareholders (as a whole) than the Transaction, taking into account all the terms and conditions of the Competing Proposal and the Transaction.

Surviving Clauses means clause 1 *(Interpretation), clause 7 (Releases, Insurance and Indemnification),* clause 11 *(Confidentiality),* clause 12 *(Goods and Services Tax),* clause 13 *(Notices),* clause 14 *(General)* (other than clause 14.11 *(Further Assurance),* clause 14.12 *(Governing Law)* and clause 14.13 *(Jurisdiction)*.

Takeover Bid means the off-market takeover bid by FirstAU for all of the Javelin Shares and the off-market takeover bid by FirstAU for all of the Javelin Options (the **Option Offer**), both to be implemented in accordance with Chapter 6 of the Corporations Act and this deed.

Takeovers Panel means the Australian Takeovers Panel.

Target's Statement means the Target's Statement to be issued by Javelin in respect of the Takeover Bid, as amended and supplemented from time to time.

Tax means a tax, levy, charge, impost, fee, or withholding of any nature, including, without limitation, any goods and services tax, value added tax or consumption tax, payroll tax, fringe benefits tax, superannuation guarantee charge, pay as you go withholding which is assessed, levied, imposed or collected by a Government Agency, except where the context requires otherwise. This includes, but is not limited to, any interest, fine, penalty, charge, fee or other amount imposed in addition to those amounts, but excludes Duty.

Third Party means a person who:

(a) is not a FirstAU Group Member or an Associate of a FirstAU Group Member;

(b) is not a Javelin Group Member or an Associate of a Javelin Group Member; and

(c) is not part of a consortium, partnership, limited partnership, syndicate or other group in which a FirstAU Group Member or Javelin Group Member has agreed to be a participant.

Timetable means the timetable set out in Schedule 6, or such other timetable as the parties agree in writing.

Transaction means the acquisition by a member of the FirstAU Group of all the Javelin Shares and all of the Javelin Options through implementation of the Takeover Bid, and each other transaction contemplated under this deed, each in accordance with the terms of this deed.

Unmarketable Parcel Shareholder means a Javelin Shareholder to whom, if they accept the Offer, the New FirstAU Shares would be issued which would not constitute a Marketable Parcel as determined on the date the Offer becomes unconditional.

Wholly Owned Subsidiary means a Subsidiary in which a person owns all of the issued capital.

1.2 Awareness of FirstAU and Javelin

(a) In this deed, unless otherwise specified, a reference to the knowledge, belief or awareness of Javelin or a Javelin Group Member is limited to the actual knowledge, belief or awareness of the Key Executives of Javelin in each case as at the date of this deed having made reasonable enquiries of each other and of their direct reports, provided:

(i) except to the extent referred to in this clause 1.2(a), the knowledge, belief or awareness of any other person will not be imputed to Javelin nor any other Javelin Group Member; and

(ii) none of the Key Executives of Javelin will bear any personal liability in respect of any Javelin Warranty or otherwise under this deed, except where such person has engaged in wilful misconduct, wilful concealment or fraud.

(b) In this deed, unless otherwise specified, a reference to the knowledge, belief or awareness of FirstAU or a FirstAU Group Member is limited to the actual knowledge, belief or awareness of the Key Executives of FirstAU in each case as at the date of this deed having made reasonable enquiries of each other and of their direct reports, provided:

(i) except to the extent referred to in this clause 1.2(b), the knowledge, belief or awareness of any other person will not be imputed to FirstAU nor any other FirstAU Group Member; and

(ii) none of the Key Executives of FirstAU will bear any personal liability in respect of any FirstAU Warranty or otherwise under this deed, except where such person has engaged in wilful misconduct, wilful concealment or fraud.

1.3 Reasonable endeavours

Except as otherwise expressly provided in this deed, any provision of this deed which requires a party to use reasonable endeavours or all reasonable endeavours, or to take all steps reasonably necessary, to procure that something is performed or occurs, does not impose any obligation to:

(a) commence any legal action or proceeding against any person;

(b) procure absolutely that that thing is done or happens;

(c) incur a material expense, except where that provision expressly specifies otherwise; or

(d) accept any undertakings or conditions required by any third party if those undertakings or conditions, in the reasonable opinion of the party required to give such undertakings or satisfy such conditions, are materially adverse to its commercial interests or fundamentally or materially alter the basis on which it originally agreed to the Transaction.

1.4 Things required to be done other than on a Business Day

Unless otherwise indicated, if the day on which any act, matter or thing is to be done is a day other than a Business Day, that act, matter or thing must be done on or by the next Business Day.

1.5 Non-Wholly Owned Subsidiaries

Where this deed imposes an obligation on a party to procure that a Related Entity do or not do anything, that obligation is subject to any applicable shareholders agreement, constituent document or similar obligations to third parties where the relevant Related Entity is not a Wholly Owned Subsidiary of the party.

1.6 Other rules of interpretation

In this deed:

(a) any reference, express or implied, to any legislation in any jurisdiction includes:

(i) that legislation as amended, extended or applied by or under any other legislation made before or after signature of this deed;

(ii) any legislation which that legislation re-enacts with or without modification; and

(iii) any subordinate legislation made before or after signature of this deed under that legislation, including (where applicable) that legislation as amended, extended or applied as described in clause 1.6(a)(i), or under any legislation which it re-enacts as described in clause 1.6(a)(ii);

(b) references to persons or entities include natural persons, bodies corporate, partnerships, trusts, unincorporated associations of persons and any Government Agency;

(c) references to an individual or a natural person include his or her estate and personal representatives;

(d) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure of or to this deed (and the schedules and appendices form part of this deed);

(e) a reference to a party is to a party to this deed;

(f) subject to clause 14.2, references to a party to this deed include the successors or assigns (immediate or otherwise) of that party;

(g) a reference to any instrument or document includes any variation or replacement of it;

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

(i) a reference to $, A$ or dollars is to Australian currency;

(j) singular words include the plural and vice versa;

(k) a word of any gender includes the corresponding words of any other gender;

(l) if a word or phrase is defined, other grammatical forms of that word have a corresponding meaning;

(m) general words must not be given a restrictive meaning just because they are followed by including, for example or similar expressions;

(n) references to 'applicable law' include all laws of jurisdictions applicable (to the relevant person) within or outside Australia, including the ASX Listing Rules and orders, judgments, injunctions, decrees, rules, regulations or directives of, or by, any applicable Government Agency (including any court of competent jurisdiction), except to the extent compliance is duly modified, waived or exempted in favour of a person in the relevant circumstances;

(o) a term defined in or for the purposes of the Corporations Act, and which is not defined in clause 1.1, has the same meaning when used in this deed;

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

(q) nothing is to be construed adversely to a party just because that party put forward this deed or the relevant part of this deed; and

(r) the headings do not affect interpretation.

2. Transaction

2.1 Agreement to implement Transaction

(a) FirstAU must make Offers on the terms of this deed and otherwise in accordance with all applicable provisions of the Corporations Act.

(b) Javelin agrees to assist FirstAU to propose the Takeover Bid on and subject to the terms and conditions of this deed.

(c) FirstAU and Javelin agree to implement the Transaction on and subject to the terms and conditions of this deed.

2.2 Offer Consideration

(a) **Register Date entitlement**: each Javelin Shareholder registered as a holder of Javelin Shares in the Javelin Share Register at 5:00pm on the Register Date is entitled to receive the Share Offer Consideration in respect of the Javelin Shares held by the Javelin Shareholder, subject to any deduction pursuant to clause 2.2(d).

(b) **Extension of Offers**: Offers will also extend to:

(i) holders of Javelin Shares issued during the period from the Register Date to the end of the Offer Period (inclusive) as a result of the exercise or vesting of Javelin Options and Javelin Performance Rights that are on issue as at the Register Date; and

(ii) any person who becomes registered, or entitled to be registered, as the holder of Javelin Shares during the Offer Period.

(c) **Provision of Share Offer Consideration**: if the Share Offer becomes unconditional, FirstAU must provide the Share Offer Consideration to:

(i) Javelin Shareholders who have accepted the Offer; or

(ii) in respect of any compulsory acquisition, to Javelin as trustee for holders of the Javelin Shares which are to be compulsorily acquired,

subject to and in accordance with all applicable provisions of the Corporations Act and the terms of the Offers.

(d) **New FirstAU Shares**: each New FirstAU Share:

(i) will rank equally in all respects with all other FirstAU Shares on issue;

(ii) carries the right to participate in and receive any dividends or distribution of capital paid and any other entitlements accruing in respect of FirstAU Shares on and from the date of issue; and

(iii) will be fully paid and free from any Encumbrance.

(e) **Dividend**: the Share Offer will not provide for any reduction of the Share Offer Consideration in respect of any agreed or permitted dividends or distributions by Javelin.

(f) **Entitlement to Rights**: if a Javelin Shareholder accepts the Offer in respect of their Javelin Shares:

(i) FirstAU is entitled to all Rights in respect of those Javelin Shares; and

(ii) FirstAU may require the Javelin Shareholder to provide all documents necessary to vest title to those Rights in FirstAU, or otherwise to give FirstAU the benefit or value of those Rights,

provided that if the Javelin Shareholder does not give the required documents to FirstAU, or if the Javelin Shareholder (or any previous owner of the Javelin Shareholder's Javelin Shares has) received the benefit of those Rights then FirstAU will deduct from the Offer Consideration otherwise due to the Javelin Shareholder the amount (or value, as reasonably assessed by FirstAU) of those Rights.

(g) **Fractional entitlements**: where the calculation of the aggregate Offer Consideration to be provided to a Javelin Shareholder (other than Ineligible Foreign Shareholders and Unmarketable Parcel Shareholders) would result in the Javelin Shareholder becoming entitled to part of a New FirstAU Share, the entitlement will be rounded up to the nearest whole number of New FirstAU Shares.

2.3 Share Offer Conditions

The Share Offer and any contract which results from its acceptance will be subject to the following defeating conditions:

Condition		Responsibility	Waiver
(a)	**Minimum Acceptance Condition**: during, or at the end of, the Offer Period, the number of Javelin Shares in which FirstAU has a Relevant Interest is at least 50.1% of all the Javelin Shares.	FirstAU and Javelin	FirstAU
(b)	**Other regulatory approvals**: Before the end of the Offer Period, all approvals or consents that are required by law, or by any public authority, as are necessary to permit: (i) the Offers to be lawfully made to and accepted by the Javelin shareholders, including under ASX Listing Rule 7.1 (if required); and (ii) the transactions contemplated by the Bidder's Statement to be completed (including, without limitation, full, lawful and effectual implementation of the intentions set out in the Bidder's Statement), are granted, given, made or obtained on an unconditional basis, remain in full force and effect in all respects, and do not become subject to any notice, intimation or indication of intention to revoke, suspend, restrict, modify or not renew the same.	FirstAU and Javelin	FirstAU and Javelin
(c)	**no restraint**: between the date of this deed and the end of the Offer Period (each inclusive), no judgment, order, decree, statute, law, ordinance, rule or regulation, or other temporary restraining order, preliminary or permanent injunction, restraint or prohibition, entered, enacted, promulgated, enforced or issued by any court or other Government Agency of competent jurisdiction remains in effect that prohibits, materially restricts, makes illegal or restrains the completion of the Transaction and that judgment, order, decree, restraint or prohibition has become final and cannot be appealed or reviewed.	FirstAU and Javelin	FirstAU and Javelin
(d)	**No Javelin Prescribed Occurrence prior to the Offer Period**: between the date of this deed and the commencement of the Offer Period (each	Javelin	FirstAU

Condition		Responsibility	Waiver
	inclusive), no Javelin Prescribed Occurrence occurs.		
(e)	**No Javelin Prescribed Occurrence during the Offer Period**: during the Offer Period, no Javelin Prescribed Occurrence occurs.	Javelin	FirstAU
(f)	**No Javelin Regulated Event**: between (and including) the date of this deed and the end of the Offer Period (each inclusive), no Javelin Regulated Event occurs.	Javelin	FirstAU
(g)	**No Javelin Material Adverse Change**: between the date of this deed and the end of the Offer Period (each inclusive), no Javelin Material Adverse Change occurs.	Javelin	FirstAU
(h)	**No breach of Javelin Warranties and Javelin Undertakings**: between (and including) the date of this deed and the end of the Offer Period (each inclusive), the Javelin Warranties are true and correct in all material respects and there is no breach of the Javelin Undertakings.	Javelin	FirstAU
(i)	**Minimum Bid Price Condition**: no requirement arises under section 621(3) of the Corporations Act (as modified by *ASIC Corporations (Minimum Bid Price) Instrument 2026/101* to increase the Offer Consideration as a result of a fall in the value of a FirstAU Share after the date of this deed.	-	FirstAU
(j)	**Third party consents**: before the end of the Offer Period, each relevant Javelin Group Member has received written notice under or in respect of each of the Javelin Material Contracts under which the relevant counterparty has agreed to provide all necessary consents, releases, confirmations, approvals, exemptions or waivers in respect of the Transaction required by and in a form satisfactory to FirstAU and, as at the end of the Offer Period, no such consents, releases, confirmations, approvals, exemptions or waivers have been withdrawn or revoked or rights in respect of such consents, releases, confirmations, approvals, exemptions or waivers have been exercised (or have been purported to be exercised) by the relevant counterparties.	Javelin	FirstAU
(k)	**Listing Rule 6.23.2 waiver**: before the end of the Offer Period, Javelin has obtained a waiver of ASX Listing Rule 6.23.2 from ASX in respect of the Javelin Vendor Performance Rights, on terms reasonably satisfactory to FirstAU.	Javelin	FirstAU

2.4 Option Offer Conditions

The Option Offer and any contract which results from its acceptance will be subject to the following defeating condition(s):

Condition		Responsibility	Waiver
(a)	**Share Offer unconditional**: by the end of the Offer Period, the Share Offer is, or has been declared, unconditional in all respects.	FirstAU and Javelin	FirstAU

2.5 Offer Period

Subject to any extensions by FirstAU or that arise automatically under the Corporations Act, the Offer Period will be not less than one month (unless the Offer is withdrawn during that period under section 652B of the Corporations Act) and must end no later than the End Date.

2.6 Ineligible Foreign Shareholders

Subject to the Corporations Act, FirstAU will, unless satisfied that the laws of an Ineligible Foreign Shareholder's country of residence (as shown in the Javelin Share Register) permit the issue of New FirstAU Shares to the Ineligible Foreign Shareholder either unconditionally or after compliance with conditions which FirstAU reasonably regards as not unduly onerous or unduly impracticable, issue New FirstAU Shares (to which a Ineligible Foreign Shareholder would otherwise be entitled) to a nominee appointed by FirstAU who will sell those New FirstAU Shares and pay to that Ineligible Foreign Shareholder the net proceeds received (after deducting the applicable brokerage, taxes and charges) in accordance with the Offer, calculated on an average basis per New FirstAU Share so that all Ineligible Foreign Shareholders receive the same price per New FirstAU Share (subject to rounding).

2.7 Unmarketable Parcel Shareholders

Subject to the Corporations Act, FirstAU will issue New FirstAU Shares (to which an Unmarketable Parcel Shareholder would otherwise be entitled) to a nominee appointed by FirstAU who will sell those New FirstAU Shares and pay to that Unmarketable Parcel Shareholder the net proceeds received (after deducting the applicable brokerage, taxes and charges) in accordance with the Offer, calculated on an average basis per New FirstAU Share so that all Unmarketable Parcel Shareholders receive the same price per New FirstAU Share (subject to rounding).

2.8 Nomination of alternative acquirer

(a) No later than 10 Business Days after the date of this deed and in any case prior to the lodgement and despatch of the Target's Statement, FirstAU may nominate a wholly owned subsidiary of FirstAU (**BidCo**) to acquire the Javelin Shares under the Takeover Bid by causing BidCo to perform the obligations referred to in clause 2.1 and related obligations under this deed by giving written notice which sets out the details of BidCo to Javelin.

(b) If FirstAU nominates BidCo to perform its obligations, on and from the date of that nomination:

(i) references in this deed to FirstAU acquiring the Javelin Shares are to be read as references to BidCo doing so;

(ii) the parties must procure that the Javelin Shares are transferred to BidCo rather than FirstAU;

(iii) FirstAU must procure that BidCo complies with all of the relevant obligations of FirstAU under this deed; and

(iv) any such nomination will not relieve FirstAU of its obligations under this deed, including the obligation to pay or procure the payment of the Offer Consideration in accordance with the terms of the Offers provided that FirstAU will not be in breach of this deed for failing to perform an obligation of BidCo if that obligation is fully discharged by BidCo.

(c) Javelin acknowledges that its undertakings, acknowledgements, representations and warranties under this deed are given for the benefit of, and may be relied upon, by BidCo, notwithstanding that BidCo is not (or may not be) a party to this deed.

3. Javelin Board Support

3.1 Recommendation and Acceptance Intention

(a) Javelin must use all reasonable endeavours to ensure that, except to the extent that any one or more of the circumstances in clause 3.2 applies, during the Exclusivity Period each Javelin Director:

(i) **Recommendation**: recommends that Javelin Shareholders (other than Excluded Shareholders) accept an Offer, in the absence of a Superior Proposal and provided the Independent Expert concludes, and continues to conclude, that the Offers are fair and reasonable or not fair but reasonable; and

(ii) **Acceptance Intention**: if they hold or Control any Javelin Shares (including any Javelin Shares acquired after the date of this deed, whether acquired by exercise of a Javelin Option, vesting and conversion of a Javelin Performance Right, or any other means), states that he or she intends to accept, or procure the acceptance of, an Offer in respect of all Javelin Shares (including any Javelin Shares acquired after the date of this deed, whether acquired by exercise of a Javelin Option, vesting and conversion of a Javelin Performance Right, or any other means) held or controlled by him or her, by the later of 2 Business Days after the date that is 21 days after the Offers are open for acceptance and the date that is 2 Business Days after the date on which the Independent Expert's Report is finalised, in the absence of a Superior Proposal and provided the Independent Expert concludes, and continues to conclude, that the Offers are fair and reasonable or not fair but reasonable.

(b) Javelin represents and warrants to FirstAU that, as at the date of this deed, each Javelin Director has confirmed to Javelin that he or she will make the Recommendation and (to the extent applicable) consents to the public disclosure of the Acceptance Intention.

3.2 Change to Recommendation or Acceptance Intention

(a) Javelin must use all reasonable endeavours to ensure that during the Exclusivity Period no Javelin Director:

(i) adversely changes, adversely qualifies or withdraws their Recommendation or Acceptance Intention; or

(ii) makes any statement or takes or omits to take any action inconsistent with their Recommendation or Acceptance Intention, unless:

(iii) the Independent Expert does not conclude, or ceases to conclude, in the Independent Expert's Report or any update to it, that the Offers are fair and reasonable or not fair but reasonable;

(iv) Javelin has received a Competing Proposal, and the Javelin Board has determined that the Competing Proposal is a Superior Proposal in accordance with, and following exhaustion of FirstAU's rights under clause 8.6;

(v) a FirstAU Material Adverse Change or a FirstAU Prescribed Occurrence occurs after the date of this deed and the Javelin Directors have determined in good faith after consultation with its external financial advisers and after receiving written legal advice from its legal adviser (who must be reputable advisers experienced in transactions of this nature) that failing to adversely change or withdraw the Javelin Directors' Recommendations and Acceptance Intentions would or would be reasonably likely to constitute a breach of the fiduciary or statutory obligations of any member of the Javelin Board;

(vi) Javelin is entitled to terminate this deed under clause 9.1(b)(i) and has given a valid termination notice to FirstAU under and in accordance with this deed; or

(vii) an Abstain Requirement applies in respect of the Javelin Director.

(b) For the purposes of this clause 3.2, a statement made by Javelin, the Javelin Board or any Javelin Director to the effect that:

(i) a specific alternative transaction will be pursued by Javelin if the Transaction is not implemented will be regarded as a failure to make or an adverse change or adverse qualification to the Javelin Board's or Javelin Director's Recommendation, unless FirstAU consents to the making of such statement, and other than any statement required by applicable law or the ASX Listing Rules; and

(ii) a Competing Proposal is or may be a Superior Proposal or to the effect that no action should be taken by Javelin Shareholders pending the assessment of a Competing Proposal by the Javelin Board or the completion of the matching rights process under clause 8.6 will not be regarded as an adverse change or adverse qualification to, or withdrawal of, the Javelin Board's or Javelin Director's Recommendation.

(c) Without limiting clause 8, if a Javelin Director proposes to adversely change, adversely qualify or withdraw his or her Recommendation or Acceptance Intention for any reason other than where one or more of the circumstances in clause 3.2 applies:

(i) Javelin must notify FirstAU as soon as reasonably practicable and in any event within 24 hours; and

(ii) the parties must consult in good faith for two Business Days after the date on which the notification in clause 3.2(c)(i) is given to consider and determine whether the Recommendation can be maintained.

(d) A Recommendation or Acceptance Intention cannot be changed, withdrawn or qualified in accordance with clause 3.2(a) until the end of the consultation period prescribed in clause 3.2(c)(ii).

3.3 Promoting the Transaction

Except where any one or more of the circumstances in clauses 3.2 applies, Javelin must provide all reasonable co-operation with FirstAU in promoting the merits of the Transaction to Javelin Shareholders during the Exclusivity Period, including:

(a) using reasonable endeavours to procure that the Javelin Board and senior executives of the Javelin Group as may be reasonably available, meet with key Javelin Shareholders if reasonably requested to do so by FirstAU; and

(b) where requested by FirstAU, undertaking reasonable Javelin Shareholder engagement and proxy solicitation actions and reasonable media engagement (such as media interviews) consistent with the agreed engagement policy and at FirstAU's cost.

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4. Transaction Steps

4.1 General obligations

Each party must do everything reasonably necessary, including by procuring that its Representatives work in good faith and in a timely and co-operative manner with the other party and its Representatives, to implement the Transaction in accordance with this deed and all applicable law to the Transaction.

4.2 Timetable

(a) Subject to clause 4.2(b), each party must use all reasonable endeavours to ensure that the Transaction is implemented by the timeframes in the Timetable. The parties acknowledge that the Independent Expert's Report is being prepared to accompany the Target's Statement and that the timing of its preparation may delay the date on which Javelin lodges and despatches the Target's Statement.

(b) Failure by a party to meet any timeframe or deadline set out in the Timetable will not constitute a breach of clause 4.2(a) to the extent that such failure is due to:

(i) circumstances and matters outside of the party's control, including any action or omission by a Government Agency; or

(ii) Javelin, the Javelin Board, any Javelin Director or another person taking or omitting to take any action in connection with, or due to any other matter relating to, an actual, proposed or potential Competing Proposal; or

(iii) such delay is agreed by the parties in writing.

(c) Each party must keep the other informed about their progress against the Timetable and notify the other party if it believes that any of the dates in the Timetable are not achievable due to delay.

(d) If any date in the Timetable is not able to be achieved due to events outside the control of the parties causing delay, the parties must consult in good faith with a view to identifying whether they can agree to amending the Timetable to the extent required to permit the Transaction to be implemented as soon as reasonably practicable and in any event before the End Date.

4.3 Bidder's Statement

(a) As soon as practicable after the date of this deed, FirstAU must prepare the Bidder's Statement and an acceptance form in respect of the Offers so that each document:

(i) is consistent with the terms and conditions of this deed;

(ii) contains all information required by the Corporations Act, the Regulatory Guides, the ASX Listing rules and any other applicable law; and

(iii) is not misleading or deceptive in any material respect (whether by omission or otherwise).

(b) FirstAU must give Javelin a reasonable opportunity to review:

(i) an advanced draft of the Bidder's Statement at least five Business Days prior to lodgement of the Bidder's Statement with ASIC; and

(ii) any subsequent material amendments to that draft,

and will consult in good faith with Javelin with respect to any comments from Javelin and its Representatives on that draft or those amendments considering in good faith the reasonable comments of Javelin and its Representatives.

(c) Javelin must provide to FirstAU all information (subject to the terms of this deed) that is reasonably required by FirstAU in order to enable FirstAU to fulfil its obligations under this deed, including, but not limited to, the preparation and verification of the Bidder's Statement.

(d) Javelin consents to FirstAU's inclusion of information from the Target's Statement, and the form and context in which it is included, in the Bidder's Statement, provided such information is consistent with the version of the Target's Statement lodged with ASIC and despatched to Javelin Shareholders.

(e) FirstAU agrees to do, and to procure its Representatives to do, all things reasonably necessary to prepare the Bidder's Statement, lodge it with ASIC and despatch it to Javelin Shareholders in accordance with the Timetable, subject to Javelin granting any necessary consents and ASIC granting any necessary modifications.

(f) FirstAU must keep Javelin informed of any material matter raised by ASIC or ASX in relation to the Bidder's Statement or the Transaction.

(g) Until the end of the Offer Period, FirstAU must promptly update the Bidder's Statement (through one or more supplementary Bidder's Statements) with any information that arises after the relevant document has been dispatched that is necessary to ensure that the document does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement, in which case clauses 4.3(a) to 4.3(f) will apply to the supplementary Bidder's Statement as if it were the Bidder's Statement.

4.4 Target's Statement

(a) As soon as practicable after the date of this deed, Javelin must prepare the Target's Statement so that it:

(i) prominently contains the Recommendation and Acceptance Intention of the Javelin Directors (including without limitation on the cover of the Target's Statement);

(ii) is consistent with the terms and conditions of this deed;

(iii) contains all information required by the Corporations Act, the Regulatory Guides, the ASX Listing Rules and any other applicable law;

(iv) is not misleading or deceptive in any material respect (whether by omission or otherwise).

(b) Javelin must give FirstAU a reasonable opportunity to review:

(i) an advanced draft of the Target's Statement at least five Business Days prior to the lodgement of the Target's Statement with ASIC; and

(ii) any subsequent material amendments to that draft,

and will consult in good faith with FirstAU with respect to any comments from FirstAU and its Representatives on that draft or those amendments considering in good faith the reasonable comments of FirstAU and its Representatives.

(c) FirstAU must provide to Javelin all information (subject to the terms of this deed) that is reasonably required by Javelin in order to enable Javelin to fulfil its obligations under this deed, including, but not limited to, the preparation and verification of the Target's Statement.

(d) FirstAU consents to Javelin's inclusion of information from the Bidder's Statement, and the form and context in which it is included, in the Target's Statement, provided such information is consistent with the version of the Bidder's Statement lodged with ASIC and despatched to Javelin Shareholders.

(e) Javelin agrees to do, and to procure its Representatives to do, all things reasonably necessary to prepare the Target's Statement, lodge it with ASIC and despatch it to Javelin Shareholders in accordance with the Timetable.

(f) Javelin must keep FirstAU informed of any material matter raised by ASIC or ASX in relation to the Target's Statement or the Transaction.

(g) Until the end of the Offer Period, Javelin must promptly update the Target's Statement (through one or more supplementary Target's Statements) with any information that arises after the relevant document has been dispatched that is necessary to ensure that the document does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement, in which case clauses 4.4(a) to 4.4(f) will apply to the supplementary Target's Statement as if it were the Target's Statement.

4.5 Independent expert's report

As soon as practicable and in any event within 5 Business Days after the date of this deed, Javelin must engage the Independent Expert to prepare a report for inclusion in the Target's Statement on whether the Offers are fair and reasonable to Javelin Shareholders (other than Excluded Shareholders) (**Independent Expert's Report**). Javelin must ensure the Target's Statement includes the Independent Expert's Report. Each party must provide the Independent Expert with all information reasonably requested by it to enable the Independent Expert's Report to be prepared and finalised.

4.6 Despatch of documents

(a) Javelin agrees for the purpose of item 6 of section 633(1) of the Corporations Act, that the Offer and accompanying documents to be sent by FirstAU to Javelin Shareholders in respect of the Takeover Bid (including the Bidder's Statement and acceptance form or forms) may be sent on a date agreed between the parties in writing, that is earlier than the date prescribed by item 6 of section 633(1) of the Corporations Act.

(b) At the request of FirstAU, Javelin must use all reasonable endeavours to ensure that the Bidder's Statement and Target's Statement are despatched in the same mail-out to Javelin Shareholders.

(c) If for any reason the Target's Statement is not despatched together with the Bidder's Statement, then Javelin undertakes to despatch the Target's Statement to Javelin Shareholders as soon as practicable after the date that the Bidder's Statement in respect of the Offer was despatched to Javelin Shareholders.

4.7 Nature and waiver of Conditions

(a) **Nature**: Each of the Conditions is a separate, several and distinct condition. No Condition will be taken to limit the meaning of effect of any other Condition.

(b) **Satisfaction**:

(i) In respect of each Condition:

(A) each party specified in the second column of the table in clause 2.3 opposite that Condition must use all reasonable endeavours to procure that the Condition is satisfied as soon as reasonably practicable after the date of this deed and continues to be satisfied at all times until the last time that the relevant Condition provides that it is to be satisfied;

(B) if a party is not specified in the second column, then that party, must promptly provide all information and other assistance reasonably required by the party that is specified in that second column for the purposes of procuring the satisfaction of the Condition; and

(C) each party must not take any action that will or is reasonably likely to hinder or prevent the satisfaction of the Condition.

(ii) For the avoidance of doubt, Javelin will not be in breach of its obligations under clause 4.7(b)(i) to the extent that (without limitation) it takes an action or omits to take an action:

(A) where to do otherwise would, in the opinion of Javelin (determined in good faith and acting reasonably after receiving written legal advice from external lawyers), constitute a breach of the Javelin Directors' fiduciary or statutory duties; or

(B) which has been consented to in writing by FirstAU (such consent not to be unreasonably withheld, conditioned or delayed).

(c) **Notifications**: Each party specified in the second column of the table in clause 2.3 or 2.4 opposite a Condition must promptly:

(i) provide to the other party on request reasonable information about the steps it has taken towards satisfaction of the Condition;

(ii) promptly after becoming aware that the Condition is satisfied, give notice to the other party that the Condition is satisfied including reasonable evidence of how it was satisfied; and

(iii) after becoming aware of any matter or circumstance that may result in the Condition not being satisfied, give notice to the other party of that matter or circumstance.

(d) **Waiver of Conditions**:

(i) Each Condition is only for the benefit of, and any breach or non-satisfaction of the Condition may only be waived by:

(A) if one party is specified in the third column of the table in clause 2.3 or 2.4 opposite that Condition, that party; or

(B) if both parties are specified in the third column of the table in clause 2.3 or 2.4opposite that Condition, the parties jointly.

(ii) A party entitled to waive, or to join in the waiver of, a breach or non-satisfaction of a Condition may do so in its absolute discretion.

(iii) Where a breach or non-satisfaction of a Condition may:

(A) be waived by one party, that party may only waive the breach or non-satisfaction by giving notice in writing to the other party; and

(B) only be waived by both parties jointly, the parties may only waive the breach or non-satisfaction by agreeing in writing to do so.

(iv) If a party waives or joins in the waiver of a breach or non-satisfaction of a Condition in accordance with this clause 4.7(d) that waiver does not:

(A) preclude that party from bringing a Claim against the other party for any breach of this deed; or

(B) constitute a waiver of a breach or non-satisfaction of any other Condition resulting from the same fact, matter or circumstance; or

(C) constitute a waiver of a breach or non-satisfaction of that Condition resulting from any other fact, matter or circumstance.

(v) If a waiver by a party of a Condition is itself expressed to be conditional and the other party accepts each condition, then the terms of the condition apply accordingly. If the other party does not accept each condition, the relevant Condition has not been waived.

(vi) If a Condition is satisfied or waived pursuant to this clause 4.7(d), FirstAU must do all things necessary to give effect to that waiver, including signing any document necessary to free the Offer from that Condition in satisfaction of any obligations under the Corporations Act.

4.8 Regulatory Approvals

Without limiting clauses 4.1 and 4.7 and to the extent permitted by applicable law or a Government Agency:

(a) FirstAU must promptly, and in any event within five Business Days after the date of this deed, apply for all relevant Regulatory Approvals (as applicable and to the extent not applied for before the date of this deed) and provide to Javelin a copy of all those applications;

(b) FirstAU must take all reasonable steps it is responsible for as part of the Regulatory Approval process, including responding to requests for information from the relevant Government Agencies at the earliest practicable time;

(c) FirstAU must keep Javelin reasonably informed of progress in relation to each Regulatory Approval (including in relation to any material matters raised by, or conditions or other arrangements proposed by, or to, any Government Agency in relation to a Regulatory Approval) and provide Javelin with all information reasonably requested in connection with the applications for, or progress of, the Regulatory Approvals;

(d) FirstAU must keep Javelin reasonably informed of all material communications with Government Agencies regarding any of the Regulatory Approvals and, without limitation:

    (i) Javelin must promptly provide FirstAU with such information, inputs and assistance reasonably required to complete any applications, notices or material communications to be sent to a Government Agency as FirstAU reasonably requires for the purpose of seeking any of the Regulatory Approvals;

    (ii) FirstAU must provide Javelin with drafts of any material written communications to be sent to a Government Agency (including applications (such as applications for Regulatory Approvals)) and provide Javelin and its Representatives a reasonable opportunity to comment and propose amendments and must, to the extent Javelin provides comments or proposes amendments to FirstAU promptly in relation to any draft written communications to be sent to a Government Agency (including applications), correct any factual inaccuracy notified to it relating to Javelin and consider any other reasonable comments from Javelin in good faith;

    (iii) FirstAU must provide copies of the final applications and any communications sent to or received from a Government Agency to Javelin promptly upon despatch or receipt; and

    (iv) upon reasonable request by Javelin made on sufficient notice, FirstAU must provide Javelin's nominated Representatives with the opportunity to be present at any meetings (or parts of meetings) with such Government Agency in respect of the Transaction (only if and to the extent permitted by the relevant Government Agency and provided that FirstAU may elect to exclude the presence of Javelin's nominated Representatives from any such meetings (or parts of meetings) that involve, or are expected to involve, FirstAU's confidential or commercially sensitive information being discussed); and

(e) Javelin must provide FirstAU with all assistance and information in relation to the Javelin Group and its businesses, operations and affairs as may be reasonably requested by FirstAU in connection with obtaining each Regulatory Approval and must promptly complete all filings with any Government Agency (in each case, to the extent reasonably necessary to support any application for a Regulatory Approval and to enable FirstAU to respond promptly to any requests for further information),

and must, in each case, respond to the relevant Government Agency promptly and as soon as is possible, and in any event within the time required by the relevant Government Agency, provided that, notwithstanding any provision above:

(f) Javelin may withhold or redact information or documents from FirstAU if and to the extent that they are confidential to a third party or commercially sensitive and confidential to any Javelin Group Member;

(g) FirstAU may withhold or redact information or documents from Javelin if and to the extent that they are confidential to a third party or commercially sensitive and confidential to any FirstAU Group Member;

(h) neither party is required to disclose their confidential or commercially sensitive information to the other party (except that each party must provide that information directly to the Government Agency if it is reasonably requested to do so by or on behalf of the Government Agency);

(i) FirstAU is not prevented from submitting any Regulatory Approval application or communication with a Government Agency in respect of a Regulatory Approval if Javelin has not promptly responded, provided comments or proposed amendments under clause 4.8(d); and

(j) FirstAU must offer, agree or accept:

 (i) any terms or conditions that are consistent with any positive undertakings, plan or intention specified in writing in FirstAU's application for the relevant Regulatory Approval; and

 (ii) any other terms, conditions or undertakings imposed or required by a Government Agency unless such conditions or undertakings would, or would be more likely than not to, have a material impact on the value expected to be obtained by FirstAU from the Transaction as a whole or conduct or on the operation of the Javelin Group's business on and from the Effective Control Date,

 and FirstAU acknowledges and agrees that these are reasonable and acceptable to it, provided that nothing in this clause 4.8 prevents FirstAU from negotiating any conditions or undertakings proposed by or on behalf of the relevant Government Agency where to do so does not materially delay the satisfaction of the relevant Condition before the end of the Offer Period.

4.9 Government Agency intervening action

In respect of the Condition in clause 2.3(c) *(no restraint),* FirstAU and Javelin must each use all reasonable endeavours to challenge or otherwise seek to release or overturn the applicable law, rule, regulation, restraining order, or permanent injunction or other decision, order or decree prior to the end of the Offer Period.

4.10 Extension of Offer Period

If the Offer becomes free from all of the Conditions, FirstAU will procure an extension of the end date of the Offer to a date that is at least two weeks from the date that a notice is given to the ASX of that circumstance.

4.11 Variation of Offer

Subject to this deed:

(a) Javelin acknowledges that FirstAU may, subject to the Corporations Act, vary the terms and conditions of the Offers, provided that the varied terms and conditions are not less favourable to Javelin Shareholders or Javelin Optionholders (as applicable) (other than Excluded Shareholders) than the terms and conditions of this deed (as applicable); and

(b) Javelin acknowledges that FirstAU may, subject to the Corporations Act, declare the Offers (or any of them) unconditional or extend the Offer Period at any time.

4.12 Javelin Share Register

In addition to Javelin's obligations under the Corporations Act, during the period from the date of this deed until the end of the Offer Period, Javelin must:

(a) provide, or procure that its share register provides, to FirstAU, in the form reasonably requested by FirstAU, all information about the Javelin Share Register, Javelin Shares, Javelin Shareholders, Javelin Options, and Javelin Performance Rights, which FirstAU reasonably requires;

(b) comply with any reasonable request of FirstAU to give directions to the Javelin Shareholders in accordance with Part 6C.2 of the Corporations Act and give FirstAU the information obtained as a result of giving such directions;

(c) issue such disclosure notices under section 672A of the Corporations Act as a result of giving such directions; and

(d) issue such disclosure notices under section 672A of the Corporations Act as FirstAU may reasonably request and provide FirstAU with copies of all responses it receives.

4.13 Javelin Options

(a) FirstAU and Javelin must, use all reasonable endeavours to procure that there are no outstanding Javelin Options on or after the Effective Control Date, in accordance with this clause 4.13.

(b) **Option Offer for Javelin Options**: FirstAU must, concurrently with the Share Offer, make the Option Offer to all Javelin Optionholders in respect of all of their Javelin Options, on the terms of this deed or terms no less favourable to Javelin

Optionholders than the terms of this deed and otherwise in accordance with all applicable provisions of the Corporations Act.

(c) **Option Offer Consideration**: the consideration offered by FirstAU under the Option Offer will be the Option Offer Consideration.

(d) **Fractional entitlements**: if the number of Javelin Options held by a Javelin Optionholder means that their aggregate entitlement to New FirstAU Options is not a whole number, then any fractional entitlement will be rounded up to the nearest whole number of New FirstAU Options.

(e) **Issue of New FirstAU Options**: subject to the Option Offer becoming or being declared unconditional, FirstAU must promptly issue or cause to be issued to each Javelin Optionholder who has accepted the Option Offer, the number of New FirstAU Options to which that Javelin Optionholder is entitled pursuant to the Option Offer Consideration, and must do all such acts, matters and things to obtain the grant of quotation of the New FirstAU Options by ASX in accordance with the ASX Listing Rules (if applicable).

(f) Javelin must promptly after the date of this deed:

(i) provide to FirstAU a list setting out the identity of each Javelin Optionholder, together with:

(A) the current address of the Javelin Optionholder; and

(B) the number, class, exercise price and expiry of Javelin Options held by the Javelin Optionholder; and

(ii) apply to ASX for any necessary waiver of ASX Listing Rule 6.23.2, and a release of any escrow restrictions on any of the Javelin Options, in relation to the Option Offer.

(g) Javelin must not waive or vary any term or condition applicable to the Javelin Options unless FirstAU requests Javelin to do so.

(h) FirstAU will pay or issue (as applicable) the consideration payable to each Javelin Optionholder pursuant to the Option Offer simultaneously with the consideration payable under the Share Offer.

4.14 Javelin Performance Rights

Javelin must use all reasonable endeavours to procure that, on the Effective Control Date, all Javelin Performance Rights (to the extent they remain on issue) will either (at Javelin's discretion):

(a) be cancelled in consideration for the issue of new Javelin Shares;

(b) in the case of the Javelin Vendor Performance Rights, be cancelled in consideration for the issue of new FirstAU Performance Rights; or

(c) vest in accordance with their terms and be exercised (if applicable), and the resulting Javelin Shares are issued, which action may include without limitation, subject to applicable law:

(d) the Javelin Board cancelling (by agreement with the relevant Javelin Performance Rights holders) in consideration for new Javelin Shares, accelerating the vesting of, or waiving any vesting conditions or vesting periods applying to, any or all Javelin Performance Rights (subject to the proper exercise of the Javelin Board's discretion);

(e) if the Javelin Performance Rights are to be subject to acceleration of vesting, or waiver of vesting conditions or vesting periods, the Javelin Board taking all reasonable steps and actions as are necessary to ensure the Javelin Performance Rights are exercised as soon as reasonably practicable:

   (i) for any vested Performance Rights that have not been exercised prior to the Effective Control Date, upon the Effective Control Date; and

   (ii) for all other Javelin Performance Rights, upon those Javelin Performance Rights vesting;

(f) Javelin must make an application to ASX as soon as reasonably practicable after the date of this deed, in a form approved by FirstAU acting reasonably, for a waiver of Listing Rule 6.23.2 in relation to the cancellation of the Javelin Vendor Performance Rights;

(g) Javelin making all necessary applications to the ASX for waivers under the ASX Listing Rules (if required) in a form which FirstAU has been given an opportunity to comment on before submission to ASX (acting reasonably); and

(h) Javelin issuing or procuring the issue of such number of Javelin Shares as required by the terms of the Javelin Performance Rights (or, in the case of cancellation of Javelin Performance Rights) before the end of the Offer Period so that the holders of the Javelin Performance Rights can participate as Javelin Shareholders under the Transaction and receive the Offer Consideration.

4.15 Alternative scheme of arrangement

If circumstances change such that FirstAU reasonably form the view that FirstAU's proposed acquisition of Javelin Shares at the Offer Consideration and on terms not less favourable to Javelin Shareholders (other than Excluded Shareholders) than the terms and conditions of this deed (as applicable) can occur under a scheme of arrangement under Part 5.1 of the Corporations Act, Javelin must upon FirstAU's request consider in good faith whether to amend this deed to facilitate such a scheme.

4.16 Failure to satisfy Minimum Bid Price Condition

(a) If it becomes impossible for the Minimum Bid Price Condition to be satisfied in respect of the proposed Offers, FirstAU must make Offers on the terms of this deed and otherwise in accordance with all applicable provisions of the Corporations Act on the earlier of:

   (i) the date on which the parties believe, on reasonable grounds, that the Minimum Bid Price Condition will be satisfied in respect of the Offers; and

   (ii) the date that is 4 months after the most recent date on which FirstAU or any of their respective Associates made a purchase of Javelin Shares for cash (**Four Month Date**),

(**Repeat Offers**).

(b) This deed will apply to the Repeat Offers as if they were the Offers and, to avoid doubt, if it becomes impossible for the Minimum Bid Price Condition to be satisfied in respect of the Repeat Offers, clause 4.16(a) will apply to the Repeat Offers.

(c) Any Offer or Repeat Offer made on or after the Four Month Date will not include the Minimum Bid Price Condition.

4.17 Delisting

As soon as practicable after FirstAU acquires a Relevant Interest in at least 75.01% of all of the Javelin Shares, on written direction from FirstAU, Javelin must:

(a) submit a Removal Request to ASX;

(b) as soon as reasonably after the Removal Request is lodged, make an ASX announcement regarding the lodgement of the Removal Request in the manner contemplated in section 2.4 of the ASX Guidance Note 33;

(c) not withdraw or adversely amend the Removal Request, or take any steps intended to frustrate the termination of official quotation of Javelin Shares on ASX and the removal of Javelin from the official list of ASX; and

(d) in consultation with FirstAU, use its reasonable endeavours to promptly comply with any conditions required by ASX in connection with the Removal Request to give effect to the Removal Request.

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5. Conduct of Business

5.1 Access and information

(a) Subject to clause 5.1(b), from the date of this deed until and including the earlier to occur of the Effective Control Date or the end of the Exclusivity Period, Javelin must:

(i) **access**: procure that FirstAU and its Representatives are given access to information, documents, properties, books, records, agents, customers, partners and senior executives of any Javelin Group Member during normal business hours and on reasonable notice requesting such information or access, for the purposes of:

(A) enabling FirstAU and its Representatives to understand the Javelin Group's business and operations and its financial position (including trading performance, cash flow, working capital position and management control systems of the Javelin Group), financial performance, assets and prospects, in order to allow the parties to develop, finalise and implement the plans for the Javelin Group and FirstAU Group following implementation of the Transaction;

(B) enabling FirstAU and its Representatives to understand the full terms and conditions of the material contracts of the party;

(C) implementing the Transaction and enabling the parties to prepare for the transition of ownership of the Javelin Group to FirstAU;

(D) keeping FirstAU informed of monthly operational and financial performance of the Javelin Group;

(E) finalisation of FirstAU's structuring arrangements for the Transaction;

(F) keeping FirstAU informed of material correspondence, notices it receives and other developments relating to the Javelin Group (including any material correspondence received from or provided to a Government Agency and any correspondence received from the counterparty to a material contract of a party; and

(G) any other purpose agreed between the parties in writing;

(ii) **Javelin Board papers:** give FirstAU and its Representatives copies of monthly management accounts for the Javelin Group and of papers provided to the Javelin Board that relate to the Transaction within three Business Days after they are provided to Key Executives;

(iii) **notification:** promptly notify FirstAU and its Representatives in writing of any events, facts, matters or circumstances of which Javelin becomes aware that results, or would be reasonably likely to result, in:

(A) any material information publicly filed by Javelin (either on its own account or in respect of any other Javelin Group Member) being, or reasonably likely to be, incomplete, incorrect, untrue or misleading in any material respect;

(B) any of the Javelin Warranties being false, inaccurate, misleading or deceptive;

(C) any information provided in the Javelin Disclosure Materials being incomplete, incorrect, untrue or misleading in any material respect; or

(D) a material breach of this deed by Javelin; or

(E) the occurrence of a Javelin Prescribed Occurrence, a Javelin Regulated Event or a Javelin Material Adverse Change,

and such written notification must include a reasonable summary of the relevant matter to the extent the details are known to Javelin; and

(iv) **cooperation:** otherwise provide reasonable co-operation to FirstAU and its Representatives, for the purposes of FirstAU and its Representatives:

(A) doing all things necessary under this deed or in connection with the Transaction; or

(B) planning for the integration of the Javelin Group into the FirstAU Group following the Effective Control Date.

(b) Nothing in clause 5.1(a) will require Javelin to provide, or procure the provision of, information (or take any other action):

(i) concerning Javelin Board's consideration of, or deliberations in relation to, the Transaction;

(ii) concerning any actual, proposed or potential Competing Proposal (including Javelin Board's consideration of any actual, proposed or potential Competing Proposal) or related matters, provided that nothing in this clause 5.1(b)(ii) limits the obligations of Javelin in clause 8; or

(iii) which may, in the opinion of Javelin acting reasonably, result in:

(A) unreasonable disruptions to, or interference with, the Javelin Group's business or affairs; or

(B) the loss of legal professional privilege in favour of Javelin or any other Javelin Group Member;

(iv) which may cause any Javelin Group Member (or any other person) to be in breach of any applicable law or any Authorisation; or

(v) which may cause any Javelin Group Member (or any other person) to be in breach of any confidentiality obligation owed to any person.

(c) Nothing in clause 5.1 gives FirstAU any rights as to the decision making of any Javelin Group Member or its business or affairs.

5.2 Conduct of business

(a) Subject to clause 5.2(b), from the date of this deed until and including the earlier to occur of the Effective Control Date or the end of the Exclusivity Period, Javelin must:

(i) **ordinary course**: ensure that it and each of other Javelin Group Member carries on its business in the ordinary course and in substantially the same manner as conducted in the 12 month period before the date of this deed and does not make any significant changes to the nature or scale of its business or enter into any business or undertake any activities in which it is not engaged as at the date of this deed;

(ii) **specific actions:** without limiting clause 5.2(a)(i), use all reasonable endeavours to, and procure each of other Javelin Group Member to use all reasonable endeavours to:

(A) preserve and maintain the value of its businesses and material assets in the manner maintained prior to the date of this deed including maintaining at least its current level of insurance over its business and assets;

(B) keep available the services of its current officers and key employees;

(C) preserve and maintain its relationships with all Government Agencies and all material customers, suppliers, licensors, licensees, joint venturers and others with whom it has business dealings;

(D) comply in all material respects with applicable law;

(E) use reasonable endeavours to:

(1) comply in all material respects with all Javelin Material Contracts and Javelin Authorisations; and

(2) conduct the Javelin Group's business and operations in accordance with the terms and conditions of the Javelin Authorisations.

(b) Nothing in clause 5.2(a) restricts the ability of a Javelin Group Member (or any Representative of a Javelin Group Member) to take or not take any action:

(i) Disclosed in the Javelin Disclosure Materials;

(ii) agreed to by FirstAU in writing (such agreement not to be unreasonably withheld, conditioned or delayed);

(iii) which is required or permitted by this deed or the transactions contemplated under it;

(iv) resulting from the exercise by any person of its express rights, or the discharge by any person of its express obligations, under this deed or the transactions contemplated under it;

(v) concerning, or relating to Javelin Performance Rights or Javelin Options (such as their issue and exercise or conversion into Javelin Shares or actions contemplated by this deed or the documents mentioned in it), or the Javelin Shares issuable in relation to them;

(vi) resulting, directly or indirectly, from the actions (or omissions to act) of FirstAU or a FirstAU Group Member, other than in circumstances where Javelin is in material breach of this deed unless such material breach resulted, directly or indirectly, from the actions (or omissions to act) of FirstAU or a FirstAU Group Member;

(vii) concerning any actual, proposed or potential Competing Proposal (including Javelin Board's consideration of any actual, proposed or potential Competing Proposal) provided that nothing in this clause 5.2(b) limits the obligations of Javelin in clause 8;

(viii) which is required by any applicable law, stock exchange rule, regulation or contract (provided the contract was entered into on or prior to the date of this deed) or by a Government Agency; or

(ix) to reasonably and prudently respond to:

(A) an emergency or disaster (including a situation giving rise to a risk of personal injury or damage to property, or a disease epidemic or pandemic, including the outbreak, escalation or any impact of, or recovery from, the Coronavirus);

(B) changes in market conditions affecting the business of Javelin or a Javelin Group Member; or

(C) regulatory or legislative changes (including without limitation changes to subordinate legislation) affecting the business of Javelin or a Javelin Group Member.

5.3 Board changes

Javelin and FirstAU must take all actions necessary to procure that on and from the Effective Control Date:

(a) the Javelin Board includes the following persons:

(i) Daniel Raihani;

(ii) Piers Lewis; and

(iii) Lachlan Kenna,

or such other nominee of FirstAU to the Javelin Board, acting reasonably, and that subject to the proviso in this clause 5.3, each Javelin Director who is not a person specified in this clause 5.3 resigns from their office as a Javelin Director;

(b) the board of each other Javelin Group Member are comprised of such nominees as advised by FirstAU in writing before the Effective Control Date and acceptable to Javelin, acting reasonably, and that each director of Javelin's wholly owned subsidiaries who is not nominated in accordance with this clause 5.3(b) resigns from their office as a director of the relevant wholly owned subsidiaries;

(c) each of the Javelin Directors and directors of each other Javelin Group Member resigning in accordance with clauses 5.3 and 5.3(b) provides written notice to the effect that they have no Claim outstanding for loss of office, remuneration or otherwise against the relevant Javelin Group Member, other than pursuant to any deed of access and indemnity or policy of directors and officers insurance, and (to the extent applicable) pursuant to any other contractual or statutory rights or entitlements (such as salary, fees, leave entitlements and expenses) arising pursuant to any contract to which a Javelin Group Member is a party as at the date of this deed; and

(d) the FirstAU Board includes two persons nominated by Javelin before the date of this deed and acceptable to FirstAU, acting reasonably, and FirstAU appoints each of those persons as a director of FirstAU with effect from the Effective Control Date,

in each case subject to:

(e) applicable law;

(f) receipt of applicable regulatory approvals;

(g) receipt of consents to act from the proposed directors;

(h) the Offer Consideration having been issued and despatched to Javelin Shareholders and Javelin Optionholders; and

(i) Javelin having in place insurance and indemnity arrangements reasonably acceptable to the proposed directors (acting reasonably),

and provided that:

(j) a minimum of two of the Javelin Directors holding office at the date of this deed remain as directors of Javelin until the end of the Offer Period, and FirstAU procures that its appointees do not participate in, or form part of a quorum for, any decision of Javelin in relation to the Transaction (including the Target's Statement and any supplementary Target's Statement) until after the End Date;

(k) the composition of the board of each Javelin Group Member complies with the relevant Javelin Group Member's constitution and applicable law.

5.4 Counterparty consents

(a) Javelin must use all reasonable endeavours to identify as soon as reasonably practicable after the date of this deed all change of control, unilateral termination rights or similar provisions, and all deferred consideration obligations that are expressed to be payable in Javelin Shares or that are otherwise affected by the Transaction, in all Javelin Material Contracts and in all material Javelin Authorisations issued to any Javelin Group Member, and in respect of each such Javelin Material Contract or Javelin Authorisation which contains such provisions or obligations (but subject to applicable law and without either party being obliged to incur material expense):

(i) Javelin and FirstAU will agree a proposed course of action (which, among other things, will have due regard to applicable legal restrictions) and then Javelin will initiate contact, including joint discussions if agreed as part of the proposed course of action, with the relevant counterparties and request that they provide any consents or confirmations required or appropriate;

(ii) FirstAU must not contact any counterparties for this purpose without Javelin present or without Javelin's prior written consent (which is not to be unreasonably withheld, conditioned or delayed);

(iii) Javelin must cooperate with, and provide reasonable assistance to, FirstAU to obtain such consents or confirmations as expeditiously as possible, including by promptly providing any information reasonably required by counterparties (but nothing in this clause requires Javelin or FirstAU to incur material expense); and

(iv) in respect of any Javelin Material Contract or other agreement between any Javelin Group Member and a counterparty that contains an obligation to pay or issue deferred consideration in the form of Javelin Shares (**Deferred Consideration Agreement**), Javelin must use all reasonable endeavours to procure the agreement of the relevant counterparty to amend the Deferred Consideration Agreement so that, on and from the Effective Control Date, the deferred consideration obligation may be satisfied by the issue of FirstAU Shares (calculated by reference to the Exchange Ratio) or, where such amendment cannot be agreed, by the payment of a cash amount equivalent to the value of the Javelin Shares that would otherwise have been issuable (to be funded by FirstAU), on terms reasonably satisfactory to FirstAU and Javelin, and Javelin must keep FirstAU reasonably informed of the progress of any discussions or negotiations with the relevant counterparty in respect of any such amendment.

(b) Despite anything in this deed, nothing in this clause 5.4:

(i) obligates Javelin to compromise or forfeit any rights or entitlements pursuant to any Javelin Material Contract or any other contract;

(ii) subject to clause 5.4(a)(iv), obligates Javelin to amend, assign or terminate any Javelin Material Contract or any other contract (or to take any other action adverse to Javelin); and

(iii) despite anything in this deed, any failure by the Javelin Group to obtain any required consents or confirmations, or the exercise of a termination right by a relevant counterparty, will not constitute a breach of this deed by Javelin and, together with any consequences that arise, will be disregarded when assessing the operation of any other provision of this deed.

6. Representations, Warranties and Undertakings

6.1 Javelin Warranties and Javelin Undertakings

(a) Subject to clause 6.3, Javelin represents and warrants to FirstAU (in its own right and as trustee for the FirstAU Indemnified Persons) that each of the Javelin Warranties is true, accurate and not misleading as at the date of this deed.

(b) Javelin undertakes to FirstAU to comply with each of the Javelin Undertakings.

6.2 Indemnity by Javelin

Subject to clause 6.3, Javelin indemnifies FirstAU against, and must pay to FirstAU on demand an amount equal to, all Losses directly incurred or suffered by the FirstAU Indemnified Persons arising out of or in connection with:

(a) any matter or circumstance that results in any of the Javelin Warranties being untrue, inaccurate or misleading when given; or

(b) any breach of the Javelin Undertakings.

6.3 Qualifications to Javelin Warranties

The Javelin Warranties and the indemnity in clause 6.2 are each subject to circumstances, occurrences, events, acts, actions, facts, matters or changes in condition that:

(a) are within the actual knowledge of FirstAU as at the date of this deed;

(b) have been Disclosed to FirstAU in the Javelin Disclosure Materials, including, for the avoidance of doubt, the rehabilitation, remediation and mine closure obligations of the Eureka Gold Project for which a provision of $836,211 is recognised in note 18 to Javelin's audited consolidated financial statements for the year ended 30 June 2025;

(c) result, directly or indirectly, from the actions (or omissions to act) of FirstAU or a FirstAU Group Member;

(d) are agreed to by FirstAU or requested by FirstAU, in each case, in writing;

(e) are required or expressly permitted under this deed or the transactions contemplated under it; and

(f) are required by any applicable law.

6.4 FirstAU Warranties and FirstAU Undertakings

(a) Subject to clause 6.6, FirstAU represents and warrants to Javelin (in its own right and as trustee for the Javelin Indemnified Persons) that each of the FirstAU Warranties is true, accurate and not misleading at the time the representation or warranty is expressed to be given.

(b) FirstAU undertakes to Javelin to comply with each of the FirstAU Undertakings.

6.5 Indemnity by FirstAU

Subject to clause 6.6, FirstAU indemnifies Javelin against, and must pay to Javelin on demand an amount equal to, all Losses directly incurred or suffered by the Javelin Indemnified Persons arising out of or in connection with:

(a) any matter or circumstance that results in any of the FirstAU Warranties being untrue, inaccurate or misleading when given; or

(b) any breach of the FirstAU Undertakings.

6.6 Qualifications to FirstAU Warranties and FirstAU Undertakings

The FirstAU Warranties and the indemnity in clause 6.5 are each subject to circumstances, occurrences, events, acts, actions, facts, matters or changes in condition that:

(a) are within the actual knowledge of Javelin as at the date of this deed;

(b) have been Disclosed to Javelin in the FirstAU Disclosure Materials;

(c) result, directly or indirectly, from the actions (or omissions to act) of Javelin or a Javelin Group Member;

(d) are agreed to by Javelin or requested by Javelin, in each case, in writing;

(e) are required or expressly permitted under this deed or the transactions contemplated under it; or

(f) are required by any applicable law.

6.7 Reliance

Each party acknowledges that in entering into this deed:

(a) Javelin has relied on the FirstAU Warranties; and

(b) FirstAU has relied on the Javelin Warranties.

6.8 Notice

Each party will promptly advise the other party in writing if it becomes aware of any fact, matter or circumstance that constitutes or may constitute a breach of any of the representations, undertakings and warranties given by it under this clause 6.

6.9 Status of representations, warranties, undertakings and indemnities

Each representation, warranty, undertaking and indemnity made or given under this clause 6 is severable, a separate and independent obligation of the relevant party and survives termination of this deed and each undertaking and indemnity given in this clause 6 is a continuing obligation.

6.10 Effective Control Date

On and from the Effective Control Date, any breach of the representations and warranties or the undertakings made or given under this clause 6 may only give rise to a Claim for damages or under the indemnities in this clause 6 and does not entitle a party to terminate this deed.

6.11 Limitation of liability

Notwithstanding any other provision of this deed, and except in the case of fraud or a wilful or intentional breach of this deed by a party:

(a) the maximum aggregate liability of a party under or in connection with this deed, including in respect of any breach of this deed and under any indemnity given under this deed, is an amount equal to $1,000,000; and

(b) a party may not make a Claim against the other party under or in connection with a warranty or undertaking given under this deed unless it has given written notice of the Claim, setting out reasonable details of the Claim, to the other party within 12 months after the end of the Offer Period.

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7. Releases, Insurance and Indemnification

7.1 Release of Javelin Indemnified Persons

(a) FirstAU (for itself and as agent of every FirstAU Group Member) releases all rights against and agrees with Javelin that it will not make a Claim against any Javelin Indemnified Person as at the date of this deed and from time to time in connection with:

(i) Javelin's execution or delivery of this deed;

(ii) any breach of any Javelin Warranty, Javelin Undertaking or any other representation, warranty or undertaking by Javelin under this deed;

(iii) the conduct or implementation of the Transaction;

(iv) any disclosure made by any Javelin Indemnified Person that contains any statement which is false or misleading whether in content or by omission; or

(v) any failure to provide information,

except to the extent that the relevant Javelin Indemnified Person has engaged in a wilful or intentional breach of this deed, wilful misconduct or fraud.

(b) The parties acknowledge and agree that:

(i) the waiver and release under clause 7.1(a) is subject to, and will be read down in light of, any restriction under applicable law;

(ii) Javelin has sought and obtained the waiver and release in clause 7.1(a) as agent for and on behalf of each Javelin Indemnified Person and holds the benefit of clause 7.1(a) on trust for them;

(iii) the provisions of clause 7.1(a) may be enforced by Javelin on behalf of any Javelin Indemnified Person and those persons may plead clause 7.1(a) in response to any Claim made by any FirstAU Group Member against them; and

(iv) nothing in clause 7.1(a) limits FirstAU's rights to terminate this deed under clause 9.

7.2 Release of FirstAU Indemnified Persons

(a) Javelin releases its rights against, and agrees with FirstAU that it will not make a Claim against any FirstAU Indemnified Person as at the date of this deed and from time to time in connection with:

(i) FirstAU's execution or delivery of this deed;

(ii) any breach of any FirstAU Warranty, FirstAU Undertaking or any other representation, warranty or undertaking by FirstAU under this deed;

(iii) the conduct or implementation of the Transaction;

(iv) any disclosure made by any FirstAU Indemnified Person that contains any statement which is false or misleading whether in content or by omission; or

(v) any failure to provide information,

except to the extent that the relevant FirstAU Indemnified Person has engaged in a wilful or intentional breach of this deed, wilful misconduct or fraud.

(b) The parties acknowledge and agree that:

(i) the waiver and release under clause 7.2(a) is subject to, and will be read down in light of, any restriction under applicable law;

(ii) FirstAU has sought and obtained the waiver and release under clause 7.2(a) as agent for and on behalf of each FirstAU Indemnified Person and holds the benefit of clause 7.2(a) on trust for them;

(iii) the provisions of clause 7.2(a) may be enforced by FirstAU on behalf of any FirstAU Indemnified Person and those persons may plead clause 7.2(a) in response to any Claim made by any Javelin Group Member against them; and

(iv) nothing in clause 7.2(a) limits Javelin's rights to terminate this deed under clause 9.

7.3 Insurance

(a) During the Exclusivity Period, Javelin must either:

(i) obtain a D&O Run Off Policy from its existing insurer; or

(ii) undertake a tender process in accordance with clause 7.3(a)(ii)(A) for the D&O Run Off Policy by:

(A) engaging an independent consultant to run a tender process for the D&O Run Off Policy seeking at least three proposals from reputable insurance brokers to provide a D&O Run Off Policy from an Equivalent Insurer on the following basis:

(1) the same amount of coverage as Javelin directors' and officers' insurance policy in place as at the date of this deed;

(2) the same deductible or excess as Javelin directors' and officers' insurance policy in place as at the date of this deed; and

(3) otherwise on terms that are no less favourable to the current directors or officers of the Javelin Group than Javelin directors' and officers' insurance policy in place as at the date of this deed for the current financial year; and

(B) keeping FirstAU reasonably informed of all material developments in the tender process and providing a copy of the proposals received under the tender process.

(b) Before the Effective Control Date, Javelin may:

(i) enter into the D&O Run Off Policy with its existing insurer as at the date of this deed; or

(ii) alternatively enter into the D&O Run Off Policy which is the lowest cost (inclusive of the costs of brokerage, Duty and any other transaction costs in relation thereto) of the three proposals received under the tender process in clause 7.3(a)(ii)(A), provided such policy satisfies the Policy Requirements. If such policy does not satisfy the Policy Requirements, Javelin may enter into the D&O Run Off Policy that is the next lowest cost that satisfies the Policy Requirements and is from an Equivalent Insurer,

and Javelin may pay (or procure the payment of) any premiums and other costs of such insurance and D&O Run Off Policy.

7.4 Deeds of indemnity, access and insurance

(a) On and from the Effective Control Date, FirstAU undertakes in favour of Javelin and each other Javelin Indemnified Person that it will procure that:

(i) for a period of seven years from the Effective Control Date, the Constitution and the constitutions of each Javelin Group Member will continue to contain such rules as are contained in those constitutions at the date of this deed that provide for each company to indemnify each of its previous directors and officers against any liability incurred by that person in his or her capacity as a director or officer of the company to any person other than a Javelin Group Member;

(ii) Javelin and each Javelin Group Member complies with any deeds of indemnity, access and insurance entered into by them in favour of their respective directors and officers from time to time; and

(iii) directors' and officers' run-off insurance cover for such directors and officers obtained in accordance with clause 7.3 is maintained (and Javelin may, at its election, pay any amounts necessary to ensure such maintenance upfront and prior to the implementation of the Transaction).

(b) The undertakings contained in clause 7.4(a) are subject to any restriction in the Corporations Act.

(c) Javelin receives and holds the benefit of clause 7.4(a) to the extent it relates to other Javelin Indemnified Persons, for and on behalf of, and as trustee for, them.

(d) The undertakings in clause 7.4(a) are given until the date on which the relevant Javelin Group Member ceases to be part of the Javelin Group.

8. Exclusivity

8.1 No current discussions

(a) Javelin represents and warrants to FirstAU that, as at the date of this deed it and each Javelin Group Member:

(i) is not a party to any agreement, arrangement or understanding with a Third Party entered into for the purpose of facilitating, in connection with, with a view to obtaining, or which could reasonably be expected to encourage or lead to any actual, proposed or potential Competing Proposal;

(ii) is not directly or indirectly participating in any discussions, negotiations or other communications, and has terminated any discussions, negotiations or other communications, in relation to any actual, proposed or potential Competing Proposal, or which could reasonably be expected to lead to a Competing Proposal;

(iii) has ceased to provide or make available any non-public information in relation to the Javelin Group, and has terminated all due diligence data room access granted, to a Third Party where such information or access was provided for the purpose of facilitating, in connection with, with a view to obtaining, or which could reasonably be expected to encourage or lead to or could reasonably be expected to lead to, a Competing Proposal;

(iv) except to the extent disclosed to FirstAU by Javelin, the execution of this deed by Javelin will not effect any waiver or amendment of any standstill agreement or arrangement between Javelin and any person other than a FirstAU Group Member; and

(v) has requested in writing (or will do so within two Business Days) the return and/or destruction of any non-public information in relation to the Javelin Group provided to a Third Party at any time within the 6 months prior to the date of this deed within the timeframe prescribed for return and/or destruction of information in any confidentiality agreement with the relevant Third Party, or if there is no such timeframe, within two Business Days where such information was provided for the purpose of facilitating, in connection with, with a view to obtaining, or which could reasonably be expected to encourage or lead to or could reasonably be expected to lead to, a Competing Proposal, and where such return and/or destruction can be required in accordance with any confidentiality agreement with the relevant Third Party.

(b) Javelin must, and must use all reasonable endeavours to procure that each Javelin Group Member must, not terminate, waive, amend or modify any provision of any existing non-disclosure or confidentiality agreement, deed or undertaking (or similar document) or any standstill agreement, deed or undertaking to which any member of the Javelin Group is a party and must enforce all standstill, non-disclosure, non-solicit and similar covenants in any agreements to which any member of the Javelin Group is a party.

8.2 No shop restriction

During the Exclusivity Period, Javelin must not, and must ensure that its Representatives do not, directly or indirectly:

(a) solicit, invite, encourage or initiate (including by the provision of non-public information to any Third Party) any Competing Proposal or any expression of interest, offer, invitation, proposal or discussion by any Third Party which could reasonably be expected to encourage or lead to the Third Party making an actual, proposed or potential Competing Proposal;

(b) initiate any enquiries, negotiations or discussions with any Third Party which may lead to a Competing Proposal;

(c) commence or permit to be commenced any tender process, due diligence investigation or similar activity which may lead to a Competing Proposal; or

(d) assist, encourage, procure or induce any person to do any of the things referred to in clause 8.2(a) on its behalf; or

(e) communicate any intention, willingness or decision to do or otherwise become obliged to do any of the things referred to in clauses 8.2(a) to 8.2(d).

8.3 No talk restriction

Subject to clause 8.7, during the Exclusivity Period, Javelin must not, and must ensure that its Representatives do not, directly or indirectly:

(a) facilitate, participate, enter into, continue or participate in negotiations or discussions or other communications with any Third Party in relation to an actual, proposed or potential Competing Proposal, or that may reasonably be expected to encourage or lead to an actual, proposed or potential Competing Proposal;

(b) negotiate, accept or enter into, or offer or agree to negotiate, accept or enter into, any agreement, arrangement or understanding regarding any actual, proposed or potential Competing Proposal, or that may reasonably be expected to encourage or lead to an actual, proposed or potential Competing Proposal;

(c) assist, encourage, procure or induce any person to do any of the things referred to in clause 8.3(a) on its behalf; or

(d) communicate to any person an intention, willingness or decision to do or otherwise become obliged to do any of the things referred to in clauses 8.3(a) to 8.3(c),

even if the Competing Proposal or proposed or potential Competing Proposal was not directly or indirectly solicited, invited, encouraged or initiated by Javelin or any of its Representatives or has been publicly announced.

8.4 No due diligence restriction

Subject to clause 8.7, during the Exclusivity Period, Javelin must not, and must ensure that its Representatives do not, directly or indirectly:

(a) solicit, encourage, facilitate, initiate, invite or permit any person (other than FirstAU or any of its Representatives) to undertake or continue any due diligence investigation in respect of Javelin or any Javelin Group Member, or its businesses, assets, operations or affairs of Javelin or any Javelin Group Member, or make available or permit any Third Party to have access to any officers, employees or premises of the Javelin Group, in connection with or with a view to obtaining, which could reasonably be expected to encourage or lead to an actual, proposed or potential Competing Proposal;

(b) disclose or make available to any Third Party, or cause or permit any Third Party (other than FirstAU and its Representatives) to receive, any non-public information relating to Javelin Group in connection with or with a view to obtaining, or that may reasonably be expected to assist such Third Party in formulating, developing, finalising, submitting or announcing an actual, proposed or potential Competing Proposal;

(c) assist, encourage, procure or induce any person to do any of the things referred to in clause 8.4(a) on its behalf; or

(d) announce or communicate to any person any intention, willingness or decision to do or otherwise become obliged to do any of the things referred to in clause 8.4(a) to 8.4(c).

8.5 Notification and information obligations

(a) During the Exclusivity Period, Javelin must promptly, and in any event within 24 hours after becoming aware of the relevant fact, notify FirstAU in writing of the fact of:

(i) any approach, enquiry, expression of interest, offer or proposal made to or received by, or any discussion, negotiation, communication or other contact with, Javelin or any of its Representatives, in connection with, or which may reasonably be expected to lead to an actual, proposed or potential Competing Proposal; and

(ii) any request made by any person to, or received by, Javelin or any of its Representatives, for any non-public information relating to the Javelin Group, or any of their assets and operations, in connection with such person formulating, developing or finalising, or assisting in the formulation, development or finalisation of, or which may reasonably be expected to lead to, any actual, proposed or potential Competing Proposal,

whether direct or indirect, solicited or unsolicited, oral or in writing.

(b) A notice given under clause 8.5(a) must be accompanied by the material terms and conditions of any Competing Proposal to the extent then known to Javelin, including the price and form of consideration, conditions precedent, timetable, details of any break fee, cost recovery or cost sharing arrangement, and the identity of proponent the person or persons who were involved in such discussion, negotiation, communication or other contact who made such approach, enquiry, expression of interest, offer or proposal and who such request for, and/or who received such non-public information (as applicable), provided that the identity of the person or persons can be withheld from disclosure if the Javelin Board determines, after receiving written legal advice from its legal advisers, that disclosing the identity of the person or persons would likely breach the fiduciary or statutory duties of any member of Javelin Board.

(c) If Javelin is permitted by clause 8.7 to engage in activity that would otherwise breach clauses 8.3 or 8.4, Javelin must enter into a confidentiality agreement with the person who has made the applicable Competing Proposal on customary terms, and in any event on terms no less favourable to Javelin than the Confidentiality Deed entered into with FirstAU.

(d) During the Exclusivity Period, Javelin must promptly and in any event within 24 hours:

(i) provide FirstAU with, in the case of written materials, a copy of, or in any other case, a written statement of, any material non-public information regarding the assets or operations of the Javelin Group made available by it to any person in connection with such person formulating, developing or finalising, or assisting in the formulation, development or finalisation of, a Competing Proposal and which has not previously been provided to FirstAU; and

(ii) notify FirstAU in writing as soon as possible after it, any of its Related Entities or any of their respective Representatives, becomes aware of any material developments in relation to a Competing Proposal, including in respect of any of the information previously provided to FirstAU pursuant to this clause 8.5(d).

8.6 Matching rights

(a) During the Exclusivity Period, Javelin:

(i) must not, and must procure that each of its Related Entities do not, enter into an agreement, commitment, arrangement or understanding relating to a Competing Proposal (other than a confidentiality agreement contemplated by clause 8.5(c)); and

(ii) must ensure no Javelin Director adversely changes, adversely qualifies or withdraws their Recommendation or Acceptance Intention or makes any statement or takes or omits to take any action inconsistent with their Recommendation or Acceptance Intention,

unless:

(iii) the Javelin Board determines that the Competing Proposal is a Superior Proposal and has notified FirstAU of this determination together with the reasons for the determination;

(iv) Javelin has given FirstAU all information regarding the Competing Proposal that would be required by clause 8.5(b), including the material terms of any proposed agreement, commitment, arrangement or understanding relating to a Competing Proposal, together with the identity of the proponent of the Competing Proposal; and

(v) either:

(A) FirstAU has not announced or formally proposed to Javelin a Counterproposal before the expiry of the Matching Period; or

(B) FirstAU has announced or formally proposed to Javelin a Counterproposal before the expiry of the Matching Period and:

(1) the Javelin Board has determined that the Counterproposal does not provide an equivalent or superior outcome for Javelin Shareholders compared with the Competing Proposal in accordance with clause 8.6(b); and

(2) Javelin has notified FirstAU of this determination together with the reasons for the determination.

(b) If FirstAU announces or formally proposes a Counterproposal to Javelin before the expiry of the Matching Period:

(i) the Javelin Board must promptly, and in any event within 24 hours of receiving the Counterproposal, consider and review the Counterproposal; and

(ii) if the Javelin Board acting reasonably and in good faith determines that the Counterproposal would provide an equivalent or superior outcome for Javelin Shareholders as a whole compared with the Competing Proposal, taking into account all of the terms and conditions of the Counterproposal and the Competing Proposal:

(A) Javelin and FirstAU must use their best endeavours to agree the amendments to this deed that are reasonably necessary to reflect the Counterproposal and to implement the Counterproposal, in each case as soon as reasonably practicable; and

(B) Javelin must ensure no Javelin Director adversely changes, adversely qualifies or withdraws their Recommendation or Acceptance Intention or makes any statement or takes or omits to take any action inconsistent with their Recommendation or Acceptance Intention.

(c) Any material modification or variation of a Competing Proposal will constitute a new Competing Proposal in respect of which Javelin must again comply with its obligations under this clause 8.6.

8.7 Fiduciary exception

The restrictions in clauses 8.3 and 8.4 do not apply to the extent they restrict Javelin or any Javelin Director from taking or refusing to take any action with respect to an actual, proposed or potential Competing Proposal where the Javelin Directors have determined in good faith after receiving written legal advice from its legal adviser (who must be reputable advisers experienced in transactions of this nature) and (if applicable) financial advisers that:

(a) the Competing Proposal is or may reasonably be expected to lead to a Superior Proposal; and

(b) failing to take the action or refusing to take the action (as the case may be) with respect to the Competing Proposal would or would be reasonably likely to constitute a breach of the fiduciary or statutory obligations of any member of the Javelin Board,

provided:

(c) the Competing Proposal was not directly or indirectly brought about or facilitated by a contravention of clauses 8.2, 8.3 or 8.4; and

(d) Javelin promptly and within 48 hours notifies FirstAU of each action or inaction by it or any of its Related Entities or any of their respective Representatives in reliance on this clause 8.7

8.8 Permitted conduct

Nothing in this clause 8 prevents Javelin from:

(a) responding to a Third Party in respect of an inquiry, offer or proposal from that Third Party in relation to, or which could reasonably be expected to lead to the making of, a Competing Proposal to merely acknowledge receipt and advise that Third Party that Javelin is bound by the provisions of this clause 8 and is only able to engage in negotiations, discussions or other communications if the fiduciary exception in clause 8.7 applies;

(b) publicly releasing a statement to the effect that:

(i) the Javelin Board has determined that a Competing Proposal is a Superior Proposal and has commenced the matching right process set out in clause 8.6; or

(ii) Javelin Shareholders should take no action pending the completion of the matching right process set out in clause 8.6;

(c) providing information to its Representatives;

(d) providing information to any Government Agency;

(e) providing information to its auditors, customers, financiers, potential financiers, joint venturers and suppliers acting in that capacity in the ordinary course of business;

(f) providing information required to be provided by law, including to satisfy its obligations of disclosure under the rules or policies of an applicable securities exchange or to any Government Agency; or

(g) making presentations to brokers, portfolio investors, analysts and other third parties in the ordinary course of business,

nor will any such activity give rise to any contravention of this deed, nor any right to terminate, provided that any such activity performed under this clause 8.8 is not undertaken with any objective (directly or indirectly) of soliciting, inviting, initiating, or encouraging a Competing Proposal.

8.9 Compliance with law

(a) If it is finally determined or declared by a court or the Takeovers Panel that the agreement by the parties under this clause 8 or any part of it:

(i) constituted, or constitutes, or would constitute, a breach of the fiduciary or statutory duties of the Javelin Board;

(ii) constituted, or constitutes, or would constitute, 'unacceptable circumstances' within the meaning of the Corporations Act; or

(iii) was, or is, or would be, unlawful for any other reason,

then, only to the extent determined or declared by the court or Takeovers Panel, Javelin will not be obliged to comply with that part of the provision of this clause 8, and such non-compliance will not give rise to any contravention of this deed, will not give rise to any right to terminate this deed.

(b) Neither party may make or cause or permit to be made on their behalf any application to a court or the Takeovers Panel for or in relation to a determination or declaration referred to in clause 8.9(a).

9. Termination

9.1 Termination for material breach

(a) **FirstAU termination rights**: FirstAU may terminate this deed by giving notice in writing to Javelin setting out the relevant circumstances at any time if:

(i) (**material breach**) Javelin has materially breached this deed, including in respect of a material breach of a Javelin Warranty and Javelin has failed to remedy the breach within five Business Days after the date on which the notice setting out the relevant circumstances is given by FirstAU;

(ii) (**failure or change in Recommendation or Acceptance Intention**) subject to clauses 3.2(b)(ii) and 8.8, any Javelin Director;

(A) fails to make his or her Recommendation or Acceptance Intention;

(B) adversely changes, adversely qualifies or withdraws their Recommendation or Acceptance Intention; or

(C) makes any statement or takes or omits to take any action inconsistent with their Recommendation or Acceptance Intention,

other than in respect of a failure to recommend or a withdrawal, change or qualification of a recommendation in accordance with an Abstain Requirement;

(iii) (**entry into implementation agreement**) in any circumstances, a Javelin Group Member enters into binding documentation to undertake or implement a Competing Proposal. For the avoidance of doubt, any such binding agreement does not include a Javelin Group Member entering into a confidentiality agreement or like agreement for the sole or dominant purpose of providing Javelin non-public information in relation to an actual, proposed Competing Proposal; or

(iv) (**Javelin threshold event**): a Javelin Material Adverse Change, a Javelin Prescribed Occurrence or a Javelin Regulated Event occurs after the date of this deed and that change, event, occurrence, fact, matter or thing is or was within the control of Javelin.

(b) **Javelin termination rights**: Javelin may terminate this deed by giving notice in writing to FirstAU setting out the relevant circumstances at any time if:

(i) (**material breach**) FirstAU has materially breached this deed, including in respect of a material breach of a FirstAU Warranty, and FirstAU has failed to remedy the breach within five Business Days after the date on which the notice is given by Javelin;

(ii) (**withdrawal of Takeover Bid**) FirstAU has applied to ASIC to withdraw the Takeover Bid;

(iii) (**change in Recommendation or Acceptance Intention**) the Javelin Board or a majority of the Javelin Board adversely changes, adversely qualifies or withdraws their Recommendation or Acceptance Intention in the circumstances permitted under clause 3.2 (other than in accordance with an Abstain Requirement);

(iv) (**FirstAU threshold event**) a FirstAU Material Adverse Change, a FirstAU Prescribed Occurrence or a FirstAU Regulated Event occurs after the date of this deed and that change, event, occurrence, fact, matter or thing is or was within the control of FirstAU; or

(v) (**adverse expert conclusion**) the Independent Expert does not conclude, or ceases to conclude, in the Independent Expert's Report or any update to it, that the Offers are fair and reasonable or not fair but reasonable.

9.2 Termination for specific events

Either party may terminate this deed by giving notice in writing to the other party if:

(a) **Conditions not satisfied**: the party is specified in the third column of the table in clause 2.3 or 2.4 opposite that Condition as having the benefit of that Condition and that Condition has not been satisfied or waived by the time it is required to be satisfied and has become incapable of satisfaction, or the Offers are withdrawn in accordance with the Corporations Act or lapse; or

(b) **End Date**: the Effective Control Date has not occurred by the End Date,

provided in each case the terminating party has complied in all material respects with its obligations under this deed.

9.3 Termination by agreement

This deed may be terminated if agreed in writing by FirstAU and Javelin.

9.4 Effect of termination

If this deed is terminated under this clause 9:

(a) except as provided in clause 9.4(c), all the provisions of this deed cease to have effect and each party is released from its obligations to further perform this deed;

(b) each party retains all rights that it has against the other party in respect of any breach of this deed occurring before termination; and

(c) the provisions of, and the rights and obligations of each party under, this clause 9 and each of the Surviving Clauses survive termination of this deed.

9.5 No other termination

Neither party may terminate or rescind this deed except as permitted under this clause 9.

10. Announcements

10.1 Initial announcement

As soon as reasonably practicable after execution of this deed by the parties, FirstAU and Javelin must each procure the joint public release of the FirstAU and Javelin Announcement to the ASX.

10.2 Other announcements

(a) Subject to clauses 10.1 and 10.2(c), no public announcement or public disclosure of or relating to (in each case relating principally to) the Transaction or any other transaction the subject of this deed (other than the Bidder's Statement and Target's Statement and any supplementary Bidder's Statement and supplementary Target's Statement) may be made other than in a form approved by each party in writing (acting reasonably and without delay), provided that:

(i) nothing in this clause 10.2 prevents a party from making any announcement or disclosure required by law or the ASX Listing Rules, including to comply with ASX Listing Rule 3.1;

(ii) subject to clause 10.2(a)(iv), the disclosing party must use all reasonable endeavours, to the extent practicable in the circumstances, to consult with the other party prior to making the relevant announcement or disclosure and take account of any reasonable comments received from the other party in relation to the form and content of the announcement or disclosure;

(iii) the non-disclosing party must use all reasonable endeavours to provide such approval to the disclosing party as soon as reasonably practicable; and

(iv) neither party will be required to consult with, or obtain the approval of, the other in relation to any announcement or disclosure relating to termination of this deed or any actual, proposed or potential Competing Proposal.

(b) Javelin must ensure that each Recommendation and Acceptance Intention that is current at the relevant time is included in each public announcement made by Javelin that relates principally to the Transaction.

(c) Notwithstanding clause 10.2(a), a party does not require the other party's approval to issue any public disclosures if the content of those disclosures is limited to procedural matters (or information that has previously been disclosed to Javelin Shareholders within the Target's Statement or any other ASX announcement), provided that the disclosing party gives the non-disclosing party prior notice that it proposes to make a public disclosure in reliance on this clause 10.2(c).

11. Confidentiality

11.1 Confidentiality Deed

Each party acknowledges and agrees that:

(a) it continues to be bound by the Confidentiality Deed and that the terms of the Confidentiality Deed apply to this deed; and

(b) its rights and obligations under the Confidentiality Deed survive termination of this deed.

12. Goods and Services Tax

12.1 Interpretation

Words and expressions that are defined in the GST Law have the same meaning when used in this clause 12 unless the contrary intention appears. For the purposes of this clause 12, references to GST payable and input tax credit entitlements of any entity include GST payable by, and the input tax credit entitlements of, the representative member of the GST group of which the entity is a member.

12.2 Consideration exclusive of GST

Except as otherwise expressly provided in this deed, all amounts payable or consideration to be provided under or in connection with this deed are exclusive of GST.

12.3 Payment of GST

If GST is payable on any supply made under or in connection with this deed the recipient must pay to the party that has made or will make the supply, in addition to the GST Exclusive Consideration, an additional amount equal to the GST payable on that supply when the additional amount must be paid without set-off, demand or deduction, at the same time and in the same manner as any GST Exclusive Consideration for that supply is required to be paid, except that the recipient is not required to pay such additional amount unless and until the supplier has issued a tax invoice under clause 12.4.

12.4 Tax invoice

For any supply to which clause 12.3 applies, the supplier must issue a tax invoice which complies with the GST Law.

12.5 Adjustments

If any adjustment event occurs in respect of a supply to which clause 12.3 applies:

(a) the additional amount paid or payable by the recipient must be recalculated, taking into account any previous adjustments under this clause 12.5, to reflect the occurrence of that adjustment event and the supplier or the recipient, as the case requires, must pay to the other the amount required to reflect the recalculation of the additional amount; and

(b) the supplier must provide an adjustment note to the recipient as soon as practicable after the supplier becomes aware of the occurrence of that adjustment event.

12.6 Input tax credits

Notwithstanding any other provision of this deed, if an amount payable under or in connection with this deed is calculated by reference to any loss, damage, cost, expense, charges or other liability incurred or suffered by a party, then the amount payable must be reduced by the amount of any input tax credit to which that entity is entitled in respect of the acquisition of any supply to which the loss, damage, cost, expense, charge or other liability relates.

13. Notices

13.1 Manner of giving notice

Any notice or other communication to be given under this deed must be in writing (which includes email) and may be delivered or sent by post or email to the party to be served as follows:

(a) to Javelin at the address or email address detailed in the 'Parties' section, with copy to Ben Purser (bpurser@steinpag.com.au); and

(b) to FirstAU at the address or email address detailed in the 'Parties' section, with copy to Shaun Hardcastle (shaun.hardcastle@hamiltonlocke.com.au) and Lachlan Pethick (lachlan.pethick@hamiltonlocke.com.au),

or at any such other address or email address notified for this purpose to the other parties under this clause. Any notice or other communication sent by post must be sent by prepaid ordinary post (if the country of destination is the same as the country of origin) or by airmail (if the country of destination is not the same as the country of origin).

13.2 When notice given

Any notice or other communication is deemed to have been given:

(a) if delivered, on the date of delivery;

(b) if sent by post, on the third day after it was put into the post (for post within the same country) or on the fifth day after it was put into the post (for post sent from one country to another); or

(c) if sent by email, upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server,

but if the notice or other communication would otherwise be taken to be received after 5.00pm or on a Saturday, Sunday or public holiday in the place of receipt then the notice or communication is taken to be received at 9.00am on the next day that is not a Saturday, Sunday or public holiday in the place of receipt.

13.3 Proof of service

In proving service of a notice or other communication, it is sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted either by prepaid post or by prepaid airmail, or that the email was properly addressed and transmitted by the sender's server into the network and there was no apparent error in the operation of the sender's email system, as the case may be.

13.4 Documents relating to legal proceedings

This clause 13 does not apply in relation to the service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this deed.

14. General

14.1 Amendments

This deed may only be amended in writing and where such amendment is signed by all the parties.

14.2 Assignments

None of the rights or obligations of a party under this deed may be assigned or transferred without the prior written consent of the other party.

14.3 Consents and approvals

Except as otherwise expressly provided in this deed a party may give or withhold its consent to or approval of any matter referred to in this deed in its absolute discretion and may give such consent or approval conditionally or unconditionally. A party that gives its consent to or approval of any matter referred to in this deed is not taken to have made any warranty or representation as to any matter or circumstance connected with the subject matter of that consent or approval.

14.4 Costs

Except as otherwise expressly provided in this deed, each party must pay the costs and expenses incurred by it in connection with entering into and performing its obligations under this deed.

14.5 Damages inadequate

(a) Each party acknowledges that the remedy of damages may be inadequate if a party breaches this deed (including failing to take such actions as are required to implement the Transaction under this deed) and that either party is entitled to seek and obtain, without limitation, injunctive relief or specific performance if either party breaches (including clause 8 and including failing to take such actions as are required to implement the Transaction), or threatens to breach this deed.

(b) If a party makes any Claim contemplated by clause 14.5(b) (other than to specifically enforce any clause that expressly survives the termination of this deed) and a court of competent jurisdiction grants interlocutory relief in respect of that Claim, the End Date will be automatically extended to:

(i) the day that is 40 Business Days after the Claim is resolved or determined; or

(ii) such other period ordered by a court with competent jurisdiction in respect of the Claim.

14.6 Duty

FirstAU is liable for and must pay all Duty on or relating to this deed and any transfer of the Javelin Shares, any transfer of the Javelin Options, any issue of New FirstAU Options and any issue of New FirstAU Shares.

14.7 No third party beneficiary

This deed shall be binding on and inure solely to the benefit of each party to it and each of their respective permitted successors and assigns, and nothing in this deed is intended to or shall confer any benefit on any other person, other than as set out in clauses 7.1, 7.2 and 7.4.

14.8 Entire agreement

This deed contains the entire agreement between the parties relating to the Transaction and supersedes all previous agreements, whether oral or in writing, between the parties relating to the Transaction except for the Confidentiality Deed.

14.9 Execution in counterparts

This deed may be executed in counterparts, which taken together must constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this deed by executing a counterpart. PDF signatures are taken to be valid and binding to the same extent as original signatures.

14.10 Exercise and waiver of rights

(a) The rights of each party under this deed:

  (i) may be exercised as often as necessary;

  (ii) except as otherwise expressly provided by this deed, are cumulative and not exclusive of rights and remedies provided by applicable law; and

  (iii) may be waived only in writing and specifically,

  and delay in exercising or non-exercise of any such right is not a waiver of that right.

(b) Unless expressly required by the terms of this deed, a party is not required to act reasonably in giving, withholding or delaying any consent, approval or agreement under or in connection with this deed.

(c) An obligation to act reasonably (or not unreasonably) under this deed is taken to refer to an obligation to act reasonably (or not unreasonably) in the context of the parties' intentions to implement the Transaction on the terms of this deed.

14.11 Further assurance

Each party undertakes, at the request, cost and expense of the other party, to sign all documents and to do all other acts, which may be necessary to give full effect to this deed.

14.12 Governing law

This deed and any non-contractual obligations arising out of or in connection with it is governed by the law applying in Western Australia.

14.13 Jurisdiction

The courts having jurisdiction in Western Australia have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to any non-contractual obligations arising out of or in connection with this deed) and each party irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in Western Australia.

14.14 No merger

Each of the obligations, warranties and undertakings set out in this deed (excluding any obligation which is fully performed at the Effective Control Date) must continue in force after the Effective Control Date.

14.15 No reliance

(a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed and (to the maximum extent permitted by law) all other representations, warranties and conditions implied by statute or otherwise in relation to any matter relating to this deed, the circumstances surrounding the parties' entry into it and the transactions contemplated by it are expressly excluded.

(b) Each party acknowledges and confirms that in agreeing to enter into this deed it has not relied on any express or implied representation, warranty, collateral contract or other assurance made by or on behalf of the other party before the entering into of this deed, except for any representation or inducement expressly set out in this deed.

(c) To the maximum extent permitted by applicable law, each party waives all rights and remedies which, but for this clause 14.15 might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance including all rights and remedies under Part 7.10 of the Corporations Act, Part two Division two of the *Australian Securities and Investments Act* 2001(Cth), section 18, Schedule two (Australian Consumer Law) of the *Competition and Consumer Act 2010* (Cth) or any corresponding or equivalent provision of any legislation having effect in any relevant jurisdiction.

(d) Each party acknowledges and confirms that clauses 14.15(a) to 14.15(c) (inclusive) do not prejudice any rights a party may have in relation to information which has been filed by the other party with ASIC or ASX (as the case may be) or that is contained in the Javelin Disclosure Materials or FirstAU Disclosure Materials (as applicable).

14.16 No partnership or joint venture

(a) Subject to the terms of this deed, the business of each party will continue to operate independently from the other until Effective Control occurs.

(b) Nothing in this deed:

(i) gives a party authority to bind any other party in any way;

(ii) imposes any fiduciary duties on a party in relation to any other party; or

(iii) constitutes the creation of a relationship of a partnership or a joint venture between the parties.

14.17 Severability

The provisions contained in each clause of this deed are enforceable independently of each other clause of this deed and the validity and enforceability of any clause of this deed will not be affected by the invalidity or unenforceability of any other clause.

Schedule 1 – Javelin Threshold Events

1. Javelin Material Adverse Change

Javelin Material Adverse Change means any matter, event, change in condition, circumstances, information or thing, in each case occurring after the date of this deed, (**Javelin Change**) which occurs, is announced or becomes known to FirstAU (whether or not in the public domain) that (either individually or when aggregated with all such Javelin Changes of the same type or nature):

(a) diminishes or could reasonably be expected to diminish the value of consolidated net assets of the Javelin Group (taken as a whole) (calculated in accordance with the Accounting Standards) by 10% or more (by reference to the consolidated net assets contained in Javelin's financial statements for the year ended 30 June 2026);

(b) materially adversely affecting the standing of, or rights attaching to, any of the Javelin Key Licences or the ability of the Javelin Group to exploit them;

(c) materially adversely affecting the status or terms of, or rights attaching to, any:

(i) material Authorisation held by the Javelin Group which relates to a Javelin Key Licence; or

(ii) material right, approval, licence, permit or consent in respect of a Javelin Key Licence granted by or obtained from a private party;

(d) materially adversely affecting any material right or title of any Javelin Group Member used or held for use in connection with the exploration, development or operation of the Javelin Key Licences, which would be reasonably likely to have a material adverse effect on the Javelin Group taken as a whole;

(e) where any Javelin Key Licences are the subject of a publicly announced Mineral Resource, Mineral Reserve or Ore Reserve estimate reported in accordance with the Mining Standards, any decrease of 10% or more of that Mineral Resource, Mineral Reserve or Ore Reserve estimate (save as for ordinary course mining depletion);

(f) materially adversely affecting the Javelin Group's environmental liabilities with respect to the Javelin Key Licences;

(g) has or could reasonably be expected to have a material adverse effect on the business, assets, liabilities or financial or trading position of the Javelin Group taken as a whole;

other than each and every Javelin Change that comprises or arises from or in connection with:

(h) the announcement of the execution of this deed and of the transactions contemplated by it;

(i) the Transaction or any Javelin Material Contract in effect as at the date of this deed;

(j) the Javelin Performance Rights or Javelin Options (such as their issue and exercise or conversion into Javelin Shares or actions contemplated by this deed or the documents mentioned in it), or the Javelin Shares issuable in relation to them;

(k) facts, matters or circumstances Disclosed in the Javelin Disclosure Materials;

(l) facts, matters or circumstances agreed to by FirstAU in writing;

(m) any change on or after the date of this deed in:

(i) Australian or international economic conditions, credit markets, or capital markets (including changes in interest rates);

(ii) the industry in which Javelin operates;

(iii) applicable law or the interpretation, application or non-application of any applicable law by any Government Agency; or

(iv) Accounting Standards (or any other applicable accounting standards);

(n) any war, act of terrorism, civil unrest or similar event occurring on or after the date of this deed;

(o) any act of God, lightning, storm, flood, fire, earthquake or explosion, cyclone, tidal wave, landslide, adverse weather conditions occurring on or after the date of this deed;

(p) the exercise by any person of its express rights, or the discharge by any person of its express obligations, under this deed or any Javelin Material Contract in effect as at the date of this deed;

(q) any action, or failure to take action, by Javelin with the approval or consent of, or at the request of FirstAU;

(r) any facts, circumstances or changes that are the result, directly or indirectly from the actions (or omissions to act) of FirstAU or a FirstAU Group Member, other than in circumstances where Javelin is in material breach of this deed unless such material breach resulted, directly or indirectly, from the actions (or omissions to act) of FirstAU or a FirstAU Group Member;

(s) the portion of any event, matter change or circumstances which is as a consequence of losses, expenses, damages or other costs covered by insurance which Javelin's insurers have agreed to pay;

(t) the application of applicable law or of any requirement of a Government Agency;

(u) any matter, event or circumstance within the actual knowledge of FirstAU at the date of this deed, or which was reasonably apparent from any announcement made by Javelin to ASX or any document lodged by Javelin with ASIC before the date of this deed; or

(v) costs and expenses associated with the Transaction, a Competing Proposal or any Javelin Material Contract in effect as at the date of this deed.

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2. Javelin Prescribed Occurrences

(a) Javelin converts all or any of its shares into a larger or smaller number of shares.

(b) Javelin or a Related Entity resolves to reduce its share capital in any way.

(c) Javelin or a Related Entity enters into a buy-back agreement or resolves to approve the terms of a buy-back agreement under the Corporations Act.

(d) Javelin or a Related Entity:

(i) issues shares or agrees to issue shares; or

(ii) grants an option over its shares or agrees to grant an option over its shares,

provided that a Javelin Prescribed Occurrence does not include an event which concerns, or relates to, Javelin Performance Rights or Javelin Options on issue at the date of this deed (including their exercise or conversion into Javelin Shares) or the Javelin Shares issuable in relation to them, or which is required or permitted by this deed or consented to by FirstAU in writing.

(e) Javelin or a Related Entity issues, or agrees to issue, convertible notes or any other securities convertible into shares or other financial products.

(f) Javelin or a Related Entity resolves to be wound up.

(g) A liquidator or provisional liquidator of Javelin or of a Related Entity is appointed.

(h) A court makes an order for the winding up of Javelin or of a Related Entity.

(i) An administrator of Javelin, or of a Related Entity, is appointed under section 436A, 436B or 436C.

(j) Javelin or a Related Entity executes a deed of company arrangement.

(k) A receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of Javelin or of a Related Entity.

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3. Javelin Regulated Events

(a) **Distributions:** any Javelin Group Member announces, declares or determines to pay any dividend or announces or makes any other Distribution (whether in cash or in specie) to its members.

(b) **Acquisitions and disposals**: any Javelin Group Member:

(i) acquires or disposes of any shares or other securities in any body corporate or any units in any trust;

(ii) acquires substantially all of the assets of any business;

(iii) disposes of, or agrees to dispose of any Javelin Key Licences or the whole or a substantial part of its business or property, or

(iv) exercises or waives any pre-emptive rights or rights of first or last refusal in respect of any undertaking, entity, asset or business (or such interest in an undertaking, entity, asset or business) held by another person.

(c) **Material contracts**:

(i) Any Javelin Group Member agrees to waive or adversely vary in a material respect any material rights under, extend any material date under, or terminate any Javelin Material Contract.

(ii) Any Javelin Group Member enters into or agrees to enter into any agreement, contract, or other arrangement or instrument, which either alone or together impose obligations or liabilities on any Javelin Group Member of at least A$500,000 in aggregate.

(d) **Material authorisations**: any Javelin Group Member varies or waives its rights in any materially adverse respect, or terminates, cancels, surrenders, forfeits or allows to lapse or expire (without renewal on terms and conditions that are no less favourable to the Javelin Group) any material Javelin Authorisation or a number of Javelin Authorisations which, when taken together, are material to the conduct of the business of the Javelin Group as a whole.

(e) **Capital expenditure:** any Javelin Group Member incurs or agrees to incur capital expenditure in excess of $500,000 in aggregate.

(f) **Indebtedness**:

(i) Any Javelin Group Member forgives any loans given in favour of any other person.

(ii) Any Javelin Group Member increasing the aggregate level of its borrowings by any amount or entering into any swap, option, futures contract, forward commitment or other derivative transaction.

(iii) Except (to the extent applicable) for a Permitted Encumbrance, any Javelin Group Member gives any guarantee of, or security for, or indemnity in connection with the obligations of any person other than a Javelin Group Member.

(g) **Encumbrances**: any Javelin Group Member grants, or agrees to grant, an Encumbrance (other than a Permitted Encumbrance) in the whole, or a substantial part of, its business or property.

(h) **Related party transactions:** any Javelin Group Member enters into, or resolves to enter into, a transaction (including an agreement to forego or extinguish any rights) with any related party of Javelin (other than a related party which is a Javelin Group Member), as defined in section 228 of the Corporations Act.

(i) **New business**: any Javelin Group Member commencing material business activities not already carried out as at the date of this deed, whether by way of acquisition or otherwise other than in the ordinary course of business.

(j) **Employee arrangements**:

(i) Any Javelin Group Member agrees to increase in any material respect the remuneration of, makes or offers to make any bonus payment, retention payment or termination payment to, or otherwise materially change the terms and conditions of employment of any Javelin Director or any employee of any Javelin Group Member, other than in respect of an annual salary review in the ordinary course of business or pursuant to any contract already in existence as at the date of this deed.

(ii) Any Javelin Group Member agrees to issue any rights to any person under any employee incentive plan, accelerate the rights of any person to receive any benefit under any employee incentive plan, vary any employee incentive plan or introduce a new employee incentive plan.

(iii) Any Javelin Group Member makes or agrees to make any award or any certified agreement, enterprise agreement, workplace agreement or other collective agreement.

(k) **Litigation**: any Javelin Group Member commences, compromises or settles any material litigation or similar proceeding.

(l) **Constitution**: any Javelin Group Member changes its constitution.

(m) **Accounting practices**:

(i) Any Javelin Group Member changes in any material respect the accounting procedures, principles or practices of any Javelin Group Member.

(ii) Any Javelin Group Member postpones the payment of trade creditors or accelerates the collection of trade debtors, in each case having regard to the policies applied for such payment and collection in the 12 months prior to the date of this deed other than in the ordinary course of business.

(n) **Adviser arrangements**: any Javelin Group Member amends or agrees to amend in any material respect any arrangement with its advisers in place at the date of this deed or enters into material arrangements with any new advisers.

(o) **Compliance with law**: any Javelin Group Member fails to comply in all material respects with all applicable law in respect of its business (where such non-compliance is material in the context of the Transaction) or does or omits to do anything which would result in the termination, revocation, or non-renewal of any material Javelin Authorisation held by it.

(p) **Authorisation or commitment**: any member of the Javelin Group authorising, committing, announcing or agreeing to take any of the actions referred to in the paragraphs above.

Schedule 2 – FirstAU Threshold Events

1. FirstAU Material Adverse Change

FirstAU Material Adverse Change means any matter, event, change in condition, circumstances, information or thing, in each case occurring after the date of this deed, (**FirstAU Change**) which occurs, is announced or becomes known to Javelin (whether or not in the public domain) that (either individually or when aggregated with all such FirstAU Changes of the same type or nature):

(a) diminishes or could reasonably be expected to diminish the value of consolidated net assets of the FirstAU Group (taken as a whole) (calculated in accordance with the Accounting Standards) by 10% or more (by reference to the consolidated net assets contained in FirstAU's financial statements for the year ended 30 June 2026);

(b) materially adversely affecting the standing of, or rights attaching to, any of the FirstAU Key Licences or the ability of the FirstAU Group to exploit them;

(c) materially adversely affecting the status or terms of, or rights attaching to, any:

  (i) material Authorisation held by the FirstAU Group which relates to a FirstAU Key Licence; or

  (ii) material right, approval, licence, permit or consent in respect of a FirstAU Key Licence granted by or obtained from a private party;

(d) materially adversely affecting any material right or title of any FirstAU Group Member used or held for use in connection with the exploration, development or operation of a FirstAU Key Licence, which would be reasonably likely to have a material adverse effect on the FirstAU Group taken as a whole;

(e) where any FirstAU Key Licence are the subject of a publicly announced Mineral Resource, Mineral Reserve or Ore Reserve estimate reported in accordance with the Mining Standards, any decrease of 10% or more of that Mineral Resource, Mineral Reserve or Ore Reserve estimate (save as for ordinary course mining depletion);

(f) materially adversely affecting the FirstAU Group's environmental liabilities with respect to the FirstAU Key Licence;

(g) has or could reasonably be expected to have a material adverse effect on the business, assets, liabilities or financial or trading position of the FirstAU Group taken as a whole;

other than each and every FirstAU Change that comprises, or arises from or in connection with:

(h) the announcement of the execution of this deed and of the transactions contemplated by it;

(i) the Transaction or any FirstAU Material Contract in effect as at the date of this deed;

(j) the FirstAU Options or FirstAU Performance Rights (such as their exercise or conversion into FirstAU Shares or actions contemplated by this deed or the documents mentioned in it), or the FirstAU Shares issuable in relation to them;

(k) facts, matters or circumstances Disclosed in the FirstAU Disclosure Materials;

(l) facts, matters or circumstances agreed to by Javelin in writing;

(m) any change on or after the date of this deed in:

  (i) Australian and international economic conditions, credit markets, or capital markets (including changes in interest rates);

(ii) the industry in which FirstAU operates;

(iii) applicable law or the interpretation, application or non-application of any applicable law by any Government Agency; or

(iv) applicable accounting standards;

(n) any war, act of terrorism, civil unrest or similar event occurring on or after the date of this deed;

(o) any act of God, lightning, storm, flood, fire, earthquake or explosion, cyclone, tidal wave, landslide, adverse weather conditions occurring on or after the date of this deed;

(p) the exercise by any person of its express rights, or the discharge by any person of its express obligations, under this deed;

(q) any action, or failure to take action, by FirstAU with the approval or consent of, or at the request of Javelin;

(r) any facts, circumstances or changes that are the result, directly or indirectly from the actions (or omissions to act) of Javelin or a Javelin Group Member, other than in circumstances where FirstAU is in material breach of this deed unless such material breach resulted, directly or indirectly, from the actions (or omissions to act) of Javelin or a Javelin Group Member;

(s) the portion of any event, matter change or circumstances which is as a consequence of losses, expenses, damages or other costs covered by insurance which FirstAU's insurers have agreed to pay;

(t) the application of applicable law or of any requirement of a Government Agency; or

(u) costs and expenses associated with the Transaction or any FirstAU Material Contract in effect as at the date of this deed.

2. FirstAU Prescribed Occurrences

(a) FirstAU converts all or any of its shares into a larger or smaller number of shares, except in connection with, and as a result of, the proposed consolidation announced by FirstAU on 25 August 2026.

(b) FirstAU or a Related Entity, resolves to reduce its share capital in any way.

(c) FirstAU or a Related Entity enters into a buy-back agreement or resolves to approve the terms of a buy-back agreement under the Corporations Act or other applicable law.

(d) FirstAU or a Related Entity:

(i) issues shares or agrees to issue shares; or

(ii) grants an option over its shares or agrees to grant an option over its shares.

(e) FirstAU or a Related Entity issues, or agrees to issue, convertible notes or any other securities convertible into shares or other financial products.

(f) FirstAU or a Related Entity resolves to be wound up.

(g) A liquidator or provisional liquidator of FirstAU or of a Related Entity is appointed.

(h) A court makes an order for the winding up of FirstAU or of a Related Entity.

(i) An administrator of FirstAU or of a Related Entity is appointed under section 436A, 436B or 436C of the Corporations Act or other applicable law.

(j) FirstAU or a Related Entity executes a deed of company arrangement.

(k) A receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of FirstAU or of a Related Entity.

3. FirstAU Regulated Events

(a) **Distributions**: any FirstAU Group Member announces, declares or determines to pay any dividend or announces or makes any other Distribution (whether in cash or in specie) to its members.

(b) **Acquisitions and disposals**: any FirstAU Group Member:

(i) acquires or disposes of any shares or other securities in any body corporate or any units in any trust;

(ii) acquires substantially all of the assets of any business;

(iii) disposes of, or agrees to dispose of any FirstAU Key Licences or the whole or a substantial part of its business or property, or

(iv) exercises or waives any pre-emptive rights or rights of first or last refusal in respect of any undertaking, entity, asset or business (or such interest in an undertaking, entity, asset or business) held by another person.

(c) **Material contracts**:

(i) Any FirstAU Group Member agrees to waive or adversely vary in a material respect any material rights under, extend any material date under, or terminate any FirstAU Material Contract.

(ii) Any FirstAU Group Member enters into or agrees to enter into any agreement, contract, or other arrangement or instrument, which either alone or together impose obligations or liabilities on any FirstAU Group Member of at least $750,000 in aggregate.

(d) **Material authorisations**: any FirstAU Group Member varies or waives its rights in any materially adverse respect, or terminates, cancels, surrenders, forfeits or allows to lapse or expire (without renewal on terms and conditions that are no less favourable to the FirstAU Group) any material FirstAU Authorisation or a number of FirstAU Authorisation which, when taken together, are material to the conduct of the business of the FirstAU Group as a whole.

(e) **Capital expenditure**: any FirstAU Group Member incurs or agrees to incur capital expenditure in excess of $750,000 in aggregate.

(f) **Indebtedness**:

(i) Any FirstAU Group Member forgives any loans given in favour of any other person.

(ii) Any FirstAU Group Member increasing the aggregate level of its borrowings by any amount or entering into any swap, option, futures contract, forward commitment or other derivative transaction.

(iii) Any FirstAU Group Member gives any guarantee of, or security for, or indemnity in connection with the obligations of any person other than a FirstAU Group Member.

(g) **Encumbrances**: any FirstAU Group Member grants, or agrees to grant, an Encumbrance in the whole, or a substantial part of, its business or property.

(h) **Related party transactions**: any FirstAU Group Member enters into, or resolves to enter into, a transaction (including an agreement to forego or extinguish any rights) with any related party of FirstAU (other than a related party which is a FirstAU Group Member), as defined in section 228 of the Corporations Act.

(i) **New business**: any FirstAU Group Member commencing business activities not already carried out as at the date of this deed, whether by way of acquisition or otherwise other than in the ordinary course of business.

(j) **Employee arrangements**:

(i) Any FirstAU Group Member agrees to increase in any material respect the remuneration of, makes or offers to make any bonus payment, retention payment or termination payment to, or otherwise materially change the terms and conditions of employment of any FirstAU Director or any employee of any FirstAU Group Member, other than in respect of an annual salary review in the ordinary course of business.

(ii) Any FirstAU Group Member agrees to issue any rights to any person under any employee incentive plan, accelerate the rights of any person to receive any benefit under any employee incentive plan, vary any employee incentive plan or introduce a new employee incentive plan.

(iii) Any FirstAU Group Member makes or agrees to make any award or any certified agreement, enterprise agreement, workplace agreement or other collective agreement.

(k) **Litigation**: any FirstAU Group Member commences, compromises or settles any litigation or similar proceeding.

(l) **Constitution and shareholder resolutions**: any FirstAU Group Member changes its constitution or proposes to pass any resolution of shareholders or any class of shareholders.

(m) **Accounting practices**:

(i) Any FirstAU Group Member changes in any material respect the accounting procedures, principles or practices of any FirstAU Group Member.

(ii) Any FirstAU Group Member postpones the payment of trade creditors or accelerates the collection of trade debtors, in each case having regard to the policies applied for such payment and collection in the 12 months prior to the date of this deed other than in the ordinary course of business.

(n) **Adviser arrangements**: any FirstAU Group Member amends or agrees to amend in any material respect any arrangement with its advisers in place at the date of this deed or enters into arrangements with any new advisers.

(o) **Compliance with law**: any FirstAU Group Member fails to comply in all material respects with all applicable law in respect of its business or does or omits to do anything which might result in the termination, revocation, suspension, modification or non-renewal of any FirstAU Authorisation held by it.

(p) **Authorisation or commitment**: any member of the FirstAU Group authorising, committing, announcing or agreeing to take any of the actions referred to in the paragraphs above.

Schedule 3 – Javelin Warranties and Undertakings

1. Javelin Warranties

(a) **Valid existence**: Javelin is a corporation validly existing under the laws of its place of incorporation.

(b) **Power**:

(i) Javelin has the power to execute this deed and to perform its obligations under this deed and the Transaction and has taken all necessary corporate action to authorise such execution and the performance of such obligations.

(ii) No Authorisations are required to be obtained by Javelin under any applicable law to perform and observe its obligations under this deed and to consummate the transactions contemplated by this deed.

(c) **Binding obligations**: Javelin's obligations under this deed are legal, valid and binding obligations enforceable subject to and in accordance with their terms.

(d) **No conflict or contravention**: The execution by Javelin of this deed and the performance of its obligations under this deed and the Transaction do not and will not conflict with or constitute a default under any provision of:

(i) its Constitution or the constitution of any other Javelin Group Member; or

(ii) any applicable law by which Javelin or any Javelin Group Member is bound.

(e) **No triggered rights**: to the best of Javelin's knowledge, the execution and delivery by Javelin of this deed and implementation of the transactions contemplated by this deed will not trigger any change of control, unilateral termination rights, any pre-emptive right in favour of a Third Party or similar provisions in any Javelin Material Contract and in any Javelin Authorisations.

(f) **No regulatory action**: no regulatory action of any nature has been taken that would prevent, inhibit or otherwise have a material adverse effect on its ability to fulfil its obligations under this deed.

(g) **No insolvency**:

(i) There is no Insolvency Event in effect in respect of a Javelin Group Member.

(ii) No resolutions have been passed or steps taken, and no petition or other process has been presented or threatened in writing against it for winding-up or dissolution, and no receiver, receiver and manager, liquidator, administrator or like official has been appointed, or is threatened or expected to be appointed, over the whole or any part of its assets.

(h) **Continuous disclosure:** as at the date of this deed, Javelin has filed with ASIC and ASX all documents required to be filed with ASIC or ASX including pursuant to ASX Listing Rule 3.1A, is not in breach of its continuous and periodic disclosure obligations under the Corporations Act and the ASX Listing Rules and is not relying on the carve-out in ASX Listing Rule 3.1A to withhold any information from public disclosure (other than in relation to the Transaction and any matter Disclosed to FirstAU in writing before the date of this deed) and such documents are not misleading or deceptive and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated in it, except to the extent that such statements have been modified or superseded by a later document.

(i) **Issued capital**: as at the date of this deed, Javelin has only those securities on issue which are detailed in Part one of Schedule 5, and there are no other shares, options or other securities (including equity securities, debt securities or convertible securities) or performance rights or other instruments which are convertible into securities in Javelin or any other Javelin Group Member nor has Javelin or any other Javelin Group Member offered or agreed to issue any such shares, options or other securities or performance rights or other instruments to any Third Party, other than the deferred consideration shares to be issued to Delta Lithium Limited under the Eureka Gold Project share sale agreement (which obligation is to be dealt with in accordance with clause 5.4(a)(iv)).

(j) **Material contracts**: as at the date of this deed:

(i) all Javelin Material Contracts are in full force and of full effect and are legally binding as between the parties to those contracts in accordance with their terms; and

(ii) no Javelin Group Member is in material default under any Javelin Material Contract nor has anything occurred which is or would be with the giving of notice or lapse of time constitute an event of default, prepayment or similar event, or give another party thereto a termination right or right to accelerate any material right or obligation under any such Javelin Material Contract with such an effect.

(k) **No Undisclosed Royalties**: except as otherwise disclosed in writing to FirstAU prior to the date of this deed, there is not in existence any current royalty agreements or arrangements of whatever nature in respect of any of the Javelin Key Licences.

(l) **Javelin Key Licences**:

(i) Javelin is the sole legal and beneficial owner of all rights, title and interest in and to the Javelin Key Licences.

(ii) The Javelin Key Licences are in good standing and in full force and effect in all respects and not liable to cancellation or forfeiture and, without limitation, the Javelin Group (as applicable) has paid when due all rents and rates and complied with all applicable minimum expenditure conditions, under applicable law.

(iii) In respect of each Javelin Key Licence:

(A) all work required to be performed and filed has been performed and filed;

(B) all Taxes, royalties, fees, expenditures and other payment have been paid or incurred; and

(C) all filings have been made; and

(D) all other obligations of Javelin arising from or under the Javelin Key Licences have been performed or complied with.

(m) **Javelin Authorisations**: the Javelin Group has all material Javelin Authorisations (including any approvals under Native Title Laws and Aboriginal Heritage Acts) necessary for it to conduct the business of the Javelin Group as it is being conducted as at the date of this deed, and no Javelin Group Member:

(i) is in material breach of, or default under, any such Javelin Authorisation; or

(ii) has received any notice in respect of the termination, revocation, variation or non-renewal of any such Javelin Authorisation.

(n) **Encumbrances**: there is no material Encumbrance over all or any of Javelin's assets or revenues, including the Javelin Key Licences.

(o) **Native title and heritage**:

(i) Each Javelin Group Member has complied in all material respects with Native Title Laws and Aboriginal Heritage Acts and, as far as Javelin is aware, no event has occurred which reasonably could or would reasonably be likely to result in a material non-compliance by a Javelin Group Member with Native Title Laws and Aboriginal Heritage Acts.

(ii) So far as Javelin is aware, there are no material native title or heritage impediments to the development of any of the Javelin Group's assets, including the Javelin Key Licences.

(p) **Environment**:

(i) To the best of Javelin's knowledge, the Javelin Group are not in material breach of any Environmental Laws and has disclosed to FirstAU any notifications received from any Government Agency requiring the Javelin Group to take or omit to take any action in respect of the Javelin Key Licences.

(ii) No Environmental Notice relating to the Javelin Key Licences has been issued to the Javelin Group about any Environmental Approval or any Environmental Aspect in the last 3 years that has not been complied with.

(iii) So far as Javelin is aware, no circumstance has arisen or event occurred which is likely to result in:

(A) the issue of an Environmental Notice to any Javelin Group Member in respect of any material matter relating to the Javelin Key Licences;

(B) any material Claim in connection with any Environmental Aspect by any person (including a Government Agency) against any Javelin Group Member in respect of the Javelin Key Licences; or

(C) any material non-compliance with, or amendment, revocation or non-renewal of, any Environmental Approval of any Javelin Group Member in respect of the Javelin Key Licences.

(q) **Rehabilitation**: As at the date of this deed, each Javelin Group Member (as applicable), has, in respect of each of the Javelin Key Licences, carried out all rehabilitation and remediation of any land within the Javelin Key Licences in accordance with Environmental Laws, the *Mining Act 1978* (WA) and any other applicable laws that are required as a result of the activities undertaken on the Javelin Key Licences.

(r) **Financial position**:

(i) Javelin's financial statements for the 12 month period ended 30 June 2026 and 6 month period ended 31 December 2025:

(A) give, in all material respects, a true and fair reflection of the Javelin Group's financial position as of 30 June 2026 and 31 December 2025, respectively, and of Javelin's performance for the period ending on the relevant date; and

(B) comply with Australian Accounting Standards and the Corporations Regulations.

(ii) No Javelin Group Member has agreed to any material additional capital expenditure.

(iii) As at 15 September 2026, the Javelin Group has $3,199,396 available in cash and cash equivalents and facilities.

(s) **Termination payments**: no employee of the Javelin Group will be entitled to or paid redundancy or other payments or entitlements on termination of employment..

(t) **No impediments**: as at the date of this deed, Javelin is not aware of any event or circumstance that would result in or is reasonably likely to result in:

(i) one or more of the Conditions becoming incapable of fulfilment; or

(ii) the Transaction not being implemented in accordance with the Timetable and the terms of this deed.

(u) **Compliance with law**: so far as Javelin is aware, as at the date of this deed, Javelin and its subsidiaries have complied in all material respects with all applicable law.

(v) **Anti-bribery and corruption**:

(i) No Javelin Group Member nor any of its Representatives has directly or indirectly:

(A) offered, promised, made or authorised, or agreed to offer, promise, make or authorise (or made attempts at doing any of the foregoing) any contribution, expense, payment or gift of funds, property or anything else of value to or for the use or benefit of any Government Official for the purpose of securing action or inaction or a decision of a Government Agency or a Government Official, influence over such action, inaction or decision, or any improper advantage; or

(B) taken any action which is or would be otherwise inconsistent with or prohibited by the Anti-Corruption Laws as they apply to the Javelin Group.

(ii) No Javelin Group Member nor any of its Representatives has directly or, so far as Javelin is aware, indirectly, given or agreed to give any gift or similar benefit to any customer, supplier, Government Official or any other person that:

(A) could be reasonably expected to subject a Javelin Group Member to any damage or penalty in any civil, criminal or governmental litigation or proceeding;

(B) if not given in the past, might have had a material effect on the Javelin Group as a whole;

(C) has the intention of inducing a person to improperly perform a relevant function or activity (such as their work) or to reward a person for having improperly performed a relevant function or activity; or

(D) if not continued in the future, might have a material effect or that might subject a Javelin Group Member to suit or penalty in any private or governmental litigation or proceeding.

(iii) The Javelin Group maintains a system or systems of internal controls reasonably designed to:

(A) ensure compliance with the Anti-Corruption Laws applicable to the Javelin Group; and

(B) prevent and detect violations of the Anti-Corruption Laws as applicable to the Javelin Group.

(w) **Related party transactions**: no Javelin Group Member is a party to any transaction with a related party of Javelin (and, for these purposes, “related party” has the meaning given in section 228 of the Corporations Act) entered into within two years before the date of this deed, other than a transaction approved by Javelin Shareholders, permitted by an exception in Chapter 2E of the Corporations Act, or Disclosed in the Javelin Disclosure Materials.

(x) **Due diligence information**:

(i) The Javelin Due Diligence Information has been collated and prepared in good faith, and, as at the date of this deed, Javelin is not aware of any information contained in the Javelin Due Diligence Information that is false, incomplete, misleading or deceptive in any material respect (including by omission). Other than where Javelin has indicated to FirstAU that it is withholding particular information from disclosure to FirstAU on the basis that it is commercially sensitive and confidential to FirstAU, as at the date of this deed Javelin has not knowingly withheld or omitted information from disclosure to FirstAU which could reasonably be expected to be material to FirstAU's evaluation of the Javelin Group and the merits of the Transaction. For the avoidance of doubt, Javelin makes no representation or warranty whatsoever as to:

(A) the accuracy or adequacy of any forward looking statement in respect of the future financial position of Javelin; or

(B) the adequacy or sufficiency of the Javelin Due Diligence Information for the purpose of FirstAU acquiring the Javelin Shares or for FirstAU's funding of that acquisition, which are matters of which FirstAU has to satisfy itself.

(ii) All information that Javelin or its Representatives have provided to FirstAU or its Representatives (whether as part of the Javelin Due Diligence Information or otherwise) and the Government Agencies is true and correct in all material respects and is not misleading or deceptive (whether by omission or otherwise).

(y) **Litigation**: as at the date of this deed, there is no litigation, mediation or arbitration current or pending, nor is there, to the best of the knowledge, information and belief of Javelin, any threatened litigation, mediation or arbitration, in each case which may materially affect the value of Javelin or of the assets of the Javelin Group.

(z) **Advisors**: it has provided an estimate to the FirstAU of the total fees incurred or to be incurred (in aggregate) under all retainers and mandates with financial advisors and other advisors in relation to the Transaction.

2. Javelin Undertakings

(a) Javelin will:

(i) ensure that the information relating to Javelin provided by Javelin to FirstAU for inclusion in the Bidder's Statement is prepared in good faith and on the understanding that each of FirstAU Indemnified Persons will rely on that information for the purposes of preparing and approving the Bidder's Statement;

(ii) take reasonable steps to ensure that the Target's Statement complies with the Corporations Act and all other applicable law, including the Regulatory Guides and the ASX Listing Rules; and

(iii) take reasonable steps to ensure that the Target's Statement is true and correct in all material respects and is not misleading or deceptive in any material respect (whether by omission or otherwise) as at the date the Target's Statement is sent to Shareholders.

(b) Javelin will provide to Javelin Shareholders and FirstAU all new information of which it becomes aware after the Target's Statement has been sent to Javelin Shareholders which is necessary to ensure that the Target's Statement is not misleading or deceptive in any material respect (whether by omission or otherwise).

Schedule 4 – FirstAU Warranties and Undertakings

1. FirstAU Warranties

(a) **Valid existence**: FirstAU is a corporation validly existing under the laws of its place of incorporation.

(b) **Power**:

(i) FirstAU has the power to execute this deed and to perform its obligations under this deed and the Transaction and has taken all necessary corporate action to authorise such execution and the performance of such obligations.

(ii) No Authorisations are required to be obtained by FirstAU under any applicable law to perform and observe its obligations under this deed and to consummate the transactions contemplated by this deed.

(c) **Binding obligations**: FirstAU's obligations under this deed are legal, valid and binding obligations enforceable subject to and in accordance with their terms.

(d) **No conflict or contravention**: the execution by FirstAU of this deed and the performance of its obligations under this deed and the Transaction do not and will not conflict with or constitute a default under any provision of:

(i) its constitution or the constitution of any other FirstAU Group Member; or

(ii) any applicable law by which FirstAU or any FirstAU Group Member is bound.

(e) **No triggered rights**: to the best of FirstAU's knowledge, the execution and delivery by FirstAU of this deed and implementation of the transactions contemplated by this deed will not trigger any change of control, unilateral termination rights, any pre-emptive right in favour of a Third Party or similar provisions in any FirstAU Material Contract and in any FirstAU Authorisations.

(f) **No regulatory action**: no regulatory action of any nature has been taken that would prevent, inhibit or otherwise have a material adverse effect on its ability to fulfil its obligations under this deed.

(g) **No insolvency**:

(i) There is no Insolvency Event in effect in respect of a FirstAU Group Member.

(ii) No resolutions have been passed or steps taken, and no petition or other process has been presented or threatened in writing against it for winding-up or dissolution, and no receiver, receiver and manager, liquidator, administrator or like official has been appointed, or is threatened or expected to be appointed, over the whole or any part of its assets.

(h) **Continuous disclosure**: as at the date of this deed, FirstAU has filed with ASIC and ASX all documents required to be filed with ASIC or ASX including pursuant to ASX Listing Rule 3.1A, is not in breach of its continuous and periodic disclosure obligations under the Corporations Act and the ASX Listing Rules and is not relying on the carve-out in ASX Listing Rule 3.1A to withhold any information from public disclosure and such documents are not misleading or deceptive and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated in it, except to the extent that such statements have been modified or superseded by a later document.

(i) **Issued capital**: as at the date of this deed, FirstAU has only those securities on issue which are detailed in Part 2 of Schedule 5, and there are no other shares, options or other securities (including equity securities, debt securities or convertible securities) or performance rights or other instruments which are convertible into securities in FirstAU or any other FirstAU Group Member nor has FirstAU or any other FirstAU Group Member offered or agreed to issue any such shares, options or other securities or performance rights or other instruments to any Third Party.

(j) **Material contracts**: as at the date of this deed:

(i) all FirstAU Material Contracts are in full force and of full effect and are legally binding as between the parties to those contracts in accordance with their terms; and

(ii) no FirstAU Group Member is in material default under any FirstAU Material Contract nor has anything occurred which is or would be with the giving of notice or lapse of time constitute an event of default, prepayment or similar event, or give another party thereto a termination right or right to accelerate any material right or obligation under any such FirstAU Material Contract with such an effect.

(k) **No Undisclosed Royalties:** except as otherwise disclosed in writing to Javelin prior to the date of this deed, there is not in existence any current royalty agreements or arrangements of whatever nature in respect of any of the FirstAU Key Licences.

(l) **FirstAU Key Licences**:

(i) FirstAU is the sole legal and beneficial owner of all rights, title and interest in and to the FirstAU Key Licences.

(ii) The FirstAU Key Licences are in good standing and in full force and effect in all respects and not liable to cancellation or forfeiture and, without limitation, the FirstAU Group (as applicable) has paid when due all rents and rates and complied with all applicable minimum expenditure conditions, under applicable law..

(iii) In respect of each FirstAU Key Licence:

(A) all work required to be performed and filed has been performed and filed;

(B) all Taxes, royalties, fees, expenditures and other payment have been paid or incurred;

(C) all filings have been made; and

(D) all other obligations of FirstAU arising from or under the FirstAU Key Licences have been performed or complied with.

(m) **FirstAU Authorisations**: the FirstAU Group has all material FirstAU Authorisations (including any approvals under Native Title Laws and Aboriginal Heritage Acts) necessary for it to conduct the business of the FirstAU Group as it is being conducted as at the date of this deed, and no FirstAU Group Member:

(i) is in material breach of, or default under, any such FirstAU Authorisation; or

(ii) has received any notice in respect of the termination, revocation, variation or non-renewal of any such FirstAU Authorisation.

(n) **Encumbrances**: there is no material Encumbrance over all or any of FirstAU's assets or revenues, including the FirstAU Key Licences.

(o) **Native title and heritage**:

(i) Each FirstAU Group Member has complied in all material respects with Native Title Laws and Aboriginal Heritage Acts and, as far as FirstAU is aware, no event has occurred which reasonably could or would reasonably be likely to result in a material non-compliance by a FirstAU Group Member with Native Title Laws and Aboriginal Heritage Acts.

(ii) So far as FirstAU is aware, there are no material native title or heritage impediments to the development of any of the FirstAU Group's assets, including the FirstAU Key Licences.

(p) **Environment:**

(i) To the best of FirstAU's knowledge, the FirstAU Group are not in material breach of any Environmental Laws and has disclosed to Javelin any notifications received from any Government Agency requiring the FirstAU Group to take or omit to take any action in respect of the FirstAU Key Licences.

(ii) No Environmental Notice relating to the FirstAU Key Licences has been issued to the FirstAU Group about any Environmental Approval or any Environmental Aspect in the last 3 years that has not been complied with.

(iii) So far as FirstAU is aware, no circumstance has arisen or event occurred which is likely to result in:

(A) the issue of an Environmental Notice to any FirstAU Group Member in respect of any material matter relating to the FirstAU Key Licences;

(B) any material Claim in connection with any Environmental Aspect by any person (including a Governmental Agency) against any FirstAU Group Member in respect of the FirstAU Key Licences; or

(C) any material non-compliance with, or amendment, revocation or non-renewal of, any Environmental Approval of any FirstAU Group Member in respect of the FirstAU Key Licences.

(q) **Rehabilitation:** As at the date of this deed, each FirstAU Group Member (as applicable), has, in respect of each of the FirstAU Key Licences, carried out all rehabilitation and remediation of any land within the FirstAU Key Licences in accordance with Environmental Laws, the Mining Act 1978 (WA) and any other applicable laws that are required as a result of the activities undertaken on the FirstAU Key Licences.

(r) **Financial position**:

(i) FirstAU's financial statements for the 6 month period ended 30 June 2026 and 12 month period ended 31 December 2025:

(A) give, in all material respects, a true and fair reflection of the FirstAU Group's financial position as of 30 June 2026 and 31 December 2025, respectively, and of FirstAU's performance for the period ending on the relevant date; and

(B) comply with Australian Accounting Standards and the Corporations Regulations.

(ii) No FirstAU Group Member has agreed to any material additional capital expenditure.

(iii) As at 2 September 2026, the FirstAU Group had $1,650,000 available in cash and cash equivalents and facilities.

(s) **Termination payments**: no employee of the FirstAU Group will be entitled to or paid redundancy or other payments or entitlements on termination of employment.

(t) **No impediments**: as at the date of this deed, FirstAU is not aware of any event or circumstance that would result in or is reasonably likely to result in:

(i) one or more of the Conditions becoming incapable of fulfilment; or

(ii) the Transaction not being implemented in accordance with the Timetable and the terms of this deed.

(u) **Compliance with law**: so far as FirstAU is aware, as at the date of this deed, FirstAU and its subsidiaries have complied in all material respects with all applicable law.

(v) **Anti-bribery and corruption**:

(i) No FirstAU Group Member nor any of its Representatives has directly or indirectly:

(A) offered, promised, made or authorised, or agreed to offer, promise, make or authorise (or made attempts at doing any of the foregoing) any contribution, expense, payment or gift of funds, property or anything else of value to or for the use or benefit of any Government Official for the purpose of securing action or inaction or a decision of a Government Agency or a Government Official, influence over such action, inaction or decision, or any improper advantage; or

(B) taken any action which is or would be otherwise inconsistent with or prohibited by the Anti-Corruption Laws as they apply to the FirstAU Group.

(ii) No FirstAU Group Member nor any of its Representatives has directly or, so far as FirstAU is aware, indirectly, given or agreed to give any gift or similar benefit to any customer, supplier, Government Official or any other person that:

(A) could be reasonably expected to subject a FirstAU Group Member to any damage or penalty in any civil, criminal or governmental litigation or proceeding;

(B) if not given in the past, might have had a material effect on the FirstAU Group as a whole;

(C) has the intention of inducing a person to improperly perform a relevant function or activity (such as their work) or to reward a person for having improperly performed a relevant function or activity; or

(D) if not continued in the future, might have a material effect or that might subject a FirstAU Group Member to suit or penalty in any private or governmental litigation or proceeding.

(iii) The FirstAU Group maintains a system or systems of internal controls reasonably designed to:

(A) ensure compliance with the Anti-Corruption Laws applicable to the FirstAU Group; and

(B) prevent and detect violations of the Anti-Corruption Laws as applicable to the FirstAU Group.

(w) **Related party transactions**: no FirstAU Group Member is or was previously a party to any transaction with any related party of FirstAU (and, for these purposes, "related party" has the meaning given in section 228 of the Corporations Act).

(x) **Due diligence information**:

(i) The FirstAU Due Diligence Information has been collated and prepared in good faith, and, as at the date of this deed, FirstAU is not aware of any information contained in the FirstAU Due Diligence Information that is false, incomplete, misleading or deceptive in any material respect (including by omission). Other than where FirstAU has indicated to Javelin that it is withholding particular information from disclosure to Javelin on the basis that it is commercially sensitive and confidential to Javelin, as at the date of this deed FirstAU has not knowingly withheld or omitted information from disclosure to Javelin which could reasonably be expected to be material to Javelin's evaluation of the FirstAU Group and the merits of the Transaction. For the avoidance of doubt, FirstAU makes no representation or warranty whatsoever as to the accuracy or adequacy of any forward looking statement in respect of the future financial position of FirstAU, which are matters of which Javelin has to satisfy itself.

(ii) All information that FirstAU or its Representatives have provided to Javelin or its Representatives (whether as part of the FirstAU Due Diligence Information or otherwise) and the Government Agencies is true and correct in all material respects and is not misleading or deceptive (whether by omission or otherwise).

(y) **Litigation**: as at the date of this deed, there is no litigation, mediation or arbitration current or pending, nor is there, to the best of the knowledge, information and belief of FirstAU, any threatened litigation, mediation or arbitration, in each case which may materially affect the value of FirstAU or of the assets of the FirstAU Group.

(z) **No dealings**: no FirstAU Group Member or any of its Associates:

(i) has any Relevant Interest in, or a right to acquire, any securities in Javelin or any other Javelin Group member (whether issued or not or held, or to be held, by any FirstAU Group Member or an Associate of any of them or not).

(ii) has entered into any agreement or arrangement that confers rights or interests the economic effect of which is equivalent or substantially equivalent to holding, acquiring or disposing of securities in any Javelin Group Member or of any assets of any Javelin Group Member (including cash-settled derivative contracts, contracts for difference or other derivative contracts).

(q) **New FirstAU Shares**: the New FirstAU Shares to be issued in accordance with this deed and the terms of the Transaction will be duly authorised and validly issued or transferred, fully paid and free of all security interests and third party rights, will rank equally with all other FirstAU Shares then on issue and will be freely transferable.

(r) **New FirstAU Options**: The New FirstAU Options to be issued in accordance with this deed will be duly authorised, validly issued and free of all security interests and third party rights, and will be issued on the terms and conditions set out in Schedule 7.

2. FirstAU Undertakings

(a) FirstAU will:

(i) ensure that the Bidder's Statement is prepared in good faith and on the understanding that each of the Javelin Indemnified Persons will rely on that information for the purposes of preparing and approving the Target's Statement;

(ii) take reasonable steps to ensure that the Bidder's Statement complies with the Corporations Act and all other applicable law, including the Regulatory Guides and the ASX Listing Rules; and

(iii) take reasonable steps to ensure that the Bidder's Statement is true and correct in all material respects and is not misleading or deceptive in any material respect (whether by omission or otherwise) as at the date the Bidder's Statement is sent to Javelin Shareholders.

(b) FirstAU will provide to Javelin Shareholders and Javelin all new information of which it becomes aware after the Bidder's Statement has been sent to Javelin Shareholders which is necessary to ensure that the Bidder's Statement is not misleading or deceptive in any material respect (whether by omission or otherwise).

Schedule 5 – Issued Capital Summary

1. Javelin Issued Capital

Class	Number
Javelin Shares	288,963,422
JAVOA – quoted Javelin Options expiring on 31 December 2028 with an exercise price of $0.062	88,779,818
JAVAB – unquoted Javelin Options expiring on 31 December 2028 with an exercise price of $0.093	10,322,580
JAVAA – unquoted Javelin Options expiring on 31 December 2028 with an exercise price of $0.31	24,574,153
JAVAAA – unquoted Javelin Options expiring on 6 December 2026 with an exercise price of $0.124	39,193,514
JAVAZ - Javelin Performance Rights	15,161,294

2. FirstAU Issued Capital

Class	Number
FirstAU Shares	3,763,480,224
FirstAU Options expiring on 1 July 2028 with an exercise price of $0.02	270,000,000
FirstAU Options expiring on 6 May 2027 with an exercise price of $0.015	20,000,000
FirstAU Options expiring on 10 October 2027 with an exercise price of $0.00455	20,000,000
FirstAU Options expiring on 29 June 2028 with an exercise price of $0.02	29,046,447
FirstAU Performance Rights	357,147,557

Schedule 6 – Timetable

Event	Date
Announcement of Transaction	The date of this deed or the next Business Day (as applicable)
Bidder's Statement lodged with ASIC, released to ASX and sent to Javelin	23 October 2026
Target's Statement lodged with ASIC, released to ASX and sent to FirstAU	23 October 2026
Bidder's Statement despatched to Javelin Shareholders (with Javelin's consent)	30 October 2026
Target's Statement despatched to Javelin Shareholders	30 October 2026
Offer Period commences	30 October 2026
Offer Period ends (unless extended or withdrawn)	30 November 2026

Schedule 7 – Terms of New FirstAU Options

The terms and conditions of the New FirstAU Options to be offered pursuant to the Option Offer are as follows:

(a) (**Entitlement**): Each New FirstAU Option entitles the holder to subscribe for one FirstAU Share upon exercise of the New FirstAU Option.

(b) (**Number**): The number of New FirstAU Options to be issued to a Javelin Optionholder is the number of Javelin Options held by that Javelin Optionholder multiplied by the Exchange Ratio, rounded up to the nearest whole number.

(c) (**Exercise Price**): Each New FirstAU Option shall have the exercise price equal to the exercise price of the corresponding Javelin Option divided by the Exchange Ratio (rounded to the nearest $0.0001).

(d) (**Expiry Date**): Each New FirstAU Option will expire at 5.00pm (Perth time) on the expiry date of the corresponding Javelin Option (**Expiry Date**). Any New FirstAU Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(e) (**Exercise Period**): The New FirstAU Options are exercisable at any time and from time to time on or prior to the Expiry Date.

(f) (**Notice of Exercise**): The New FirstAU Options may be exercised by notice in writing to FirstAU in the manner specified on the New FirstAU Option certificate (**Notice of Exercise**) and payment of the exercise price for each New FirstAU Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to FirstAU.

Any Notice of Exercise of a New FirstAU Option received by FirstAU will be deemed to be a notice of the exercise of that New FirstAU Option as at the date of receipt of the payment of the exercise price for each New FirstAU Option being exercised in cleared funds (**Exercise Date**).

(g) (**Timing of issue of FirstAU Shares on exercise**): As soon as practicable after the valid exercise of a New FirstAU Option, FirstAU will:

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

(ii) issue a substitute certificate for any remaining unexercised New FirstAU Options held by the holder;

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

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

(h) All FirstAU Shares issued upon the exercise of the New FirstAU Options will upon issue rank equally in all respects with the then issued FirstAU Shares.

(i) (**Restrictions on transfer of FirstAU Shares**): If FirstAU is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, FirstAU Shares issued on exercise of the New FirstAU Options may not be traded until 12 months after their issue unless FirstAU, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act.

(j) (**Dividend and voting rights**): The New FirstAU Options do not confer on the holder an entitlement to vote at general meetings of FirstAU or to receive dividends.

(k) (**Transferability**): The New FirstAU Options are not transferable, except with the prior written approval of FirstAU and subject to compliance with the Corporations Act.

(l) (**Quotation of the New FirstAU Options**):

(i) Subject to paragraph (ii), FirstAU will not apply for quotation of the New FirstAU Options on any securities exchange, unless otherwise determined by FirstAU.

(ii) In respect of the New FirstAU Options to be issued as Option Offer Consideration in respect of the JAVOA Options, FirstAU will apply for quotation on ASX subject to approval with the ASX Listing Rules for quotation.

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

(n) (**Participation in new issues**): There are no participation rights or entitlements inherent in the New FirstAU Options and holders will not be entitled to participate in new issues of capital offered to FirstAU Shareholders during the currency of the New FirstAU Options without exercising the New FirstAU Options.

(o) (**Adjustment for bonus issues of FirstAU Shares**): If FirstAU makes a bonus issue of FirstAU Shares or other securities to existing holders of FirstAU Shares (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

(i) the number of FirstAU Shares which must be issued on the exercise of a New FirstAU Option will be increased by the number of FirstAU Shares which the New FirstAU Option holder would have received if the New FirstAU Option holder had exercised the New FirstAU Option before the record date for the bonus issue; and

(ii) no change will be made to the exercise price.

Executed as a deed

FirstAU

Executed by	)
FIRST AU LIMITED ACN 000 332 918	)
pursuant to section 127 of the	)
Corporations Act 2001 (Cth):	)

Signature of Director	Signature of Director/Secretary
Daniel Raihani	Yew Thai Goh
Name of Director (print)	Name of Director/Secretary (print)

Javelin

Executed by	)
JAVELIN MINERALS LIMITED ACN 151 900 855	)
pursuant to section 127 of the	)
Corporations Act 2001 (Cth):	)

Signature of Director	Signature of Director/Secretary
BRETT MITCHELL	PETER GILFORD
Name of Director (print)	Name of Director/Secretary (print)