



A B N 83 636 743 649

Notice of Annual General Meeting

TIME: 11:00am (AEDT)

DATE: 4 November 2024

PLACE: DW Accounting & Advisory, Level 4, 91 William Street, Melbourne VIC 3000

This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary Andrew Draffin on (+61 3) 8611 5333.

IMPORTANT INFORMATION

VENUE OF MEETING

The General Meeting of the Shareholders to which this Notice of Meeting relates will be held at DW Accounting & Advisory, Level 4, 91 William Street, Melbourne VIC 3000 on Monday, 4 November 2024 at 11.00am (AEDT).

YOUR VOTE IS IMPORTANT

The business of the Meeting affects your shareholding and your vote is important.

VOTING ELIGIBILITY

The Directors have determined pursuant to Regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders of the Company at 7:00pm (AEDT) on 1 November 2024.

VOTING IN PERSON

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

VOTING BY PROXY

To vote by proxy, please complete and sign the enclosed Proxy Form and return by:

- post to Cosmo Gold Limited, PO Box 253 Collins Street West, Melbourne VIC 8007; or
- email to perry@dwaccounting.com.au

so that it is received not later than 11.00am (AEDT) on Saturday, 2 November 2024.

Proxy Forms received later than this time will be invalid.

In accordance with section 249L of the Corporations Act, members are advised that:

- each member has a right to appoint a proxy;
- the proxy need not be a member of the Company; and
- a member who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints 2 proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Proxy vote if appointment specifies way to vote

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

- the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (i.e. as directed); and
- if the proxy has 2 or more appointments that specify different ways to vote on the resolution – the proxy must not vote on a show of hands; and
- if the proxy is the chair of the meeting at which the resolution is voted on – the proxy must vote on a poll, and must vote that way (i.e. as directed); and
- if the proxy is not the chair – the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (i.e. as directed).

Transfer of non-chair proxy to chair in certain circumstances

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

- an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members; and
- the appointed proxy is not the chair of the meeting; and
- at the meeting, a poll is duly demanded on the resolution; and
- either of the following applies:
 - the proxy is not recorded as attending the meeting;
 - the proxy does not vote on the resolution,

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

COSMO GOLD LIMITED

A B N 83 636 743 649

NOTICE OF ANNUAL GENERAL MEETING

AGENDA

1. Annual Report

To table and consider the Annual Report of the Company and its controlled entities for the year ended 30 June 2024 which includes the Financial Report and Directors' Report in relation to that financial year and the Auditor's Report on the Financial Report.

2. ~~Resolution 1 – Re-Election of Director – Mr Ian Hastings~~

To consider, and if thought fit, to pass the following Resolution as an ordinary resolution:

"That, Mr Ian Hastings, who retires in accordance with the Constitution and, being eligible for re-election, offers himself for re-election, be re-elected as a Director."

3. Resolution 2 – Disposal of main undertaking

To consider, and if thought fit, to pass the following Resolution as an ordinary resolution:

"That, for the purposes of Rule 19.7 of the Company's constitution and for all other purposes, approval is given for the disposal of the Company's Cosmo Gold Project, being the main undertaking of the Company by way of a sale to Yikarri Resources Pty Ltd (ACN 679 523 481) (a wholly owned subsidiary of Sarama Resources Ltd (ARBN 143 964 649)), pursuant to the Asset Sale and Purchase Agreement and on the terms described in the Explanatory Memorandum."

By Order of the Board



ANDREW DRAFFIN

Company Secretary

Dated: 4 October 2024

COSMO GOLD LIMITED

A B N 83 646 743 649

EXPLANATORY MEMORANDUM

1. Introduction

This Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at 11.00am (AEDT) on Monday, 4 November 2024, at the offices of DW Accounting & Advisory, Level 4, 91 William Street, Melbourne, Victoria.

This Explanatory Memorandum should be read in conjunction with and forms part of the accompanying Notice. The purpose of this Explanatory Memorandum is to provide information to Shareholders in deciding on how to vote on the Resolutions set out in the Notice.

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

Section 2:	Action to be Taken by Shareholders
Section 3:	Annual Report
Section 4:	Resolution 1 – Re-Election of Director – Mr Ian Hastings
Section 5:	Resolution 2 – Disposal of main undertaking

A Proxy Form is enclosed with the Notice.

2. Action to be Taken by Shareholders

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

2.1 Proxies and Corporate Representatives

A Proxy Form is enclosed with the Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are encouraged to sign and return the Proxy Form to the Company in accordance with the instructions.

Please note that:

- (a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- (b) a proxy need not be a member of the Company; and
- (c) a member of the Company entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is

appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half of the votes.

Proxy Forms will only be effective if they are received by the Company no later than 48 hours before the time scheduled for commencement of the Meeting (being by 11.00am (AEDT) on 2 November 2024. The enclosed Proxy Form provides further details on appointing proxies and lodging Proxy Forms.

2.2 Voting Intentions of the Chair

If the Chairman of the Meeting is appointed, or taken to be appointed, as a proxy, but the appointment does not specify the way to vote on a Resolution, then the Chairman intends to exercise all available votes in favour of each Resolution.

2.3 Questions

Whether or not you intend to attend the Meeting, the Company recommends that written questions are submitted to the Chairman prior to the Meeting no later than 5pm, 1 November 2024. All questions will either be addressed in the Meeting, or receive a written response.

3. Annual Report

The Corporations Act requires the Company to lay its Annual Report and the reports of the Directors and Auditor for the last financial year before the Meeting.

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

Written questions must be submitted to the Company Secretary by email at perry@dwaccounting.com.au by no later than 5pm (AEDT) on 1 November 2024.

4. Resolution 1 – Re-Election of Director – Mr Ian Hastings

Rule 16.1(c) of the Constitution requires an election of Directors to be held each year.

Rule 16.1(c)(iv) of the Constitution states that a Director who retires under Rule 16.1(c) is eligible for re-election.

Pursuant to the Constitution, Mr Hastings retires and seeks re-election.

Mr. Ian Hastings is a corporate advisor with many years' experience in the fields of finance, investment, securities markets compliance and regulation with over 30 years' experience in the finance industry and regulatory bodies, and is a Practitioner Member (Master Stockbroking) of the Stockbrokers & Financial Advisors Association and holds Bachelor of Commerce and Bachelor of Laws Degrees which qualify him as both accountant and lawyer.

The Board (Mr Hastings abstaining) recommends Shareholders vote in favour of Resolution 1.

5. Resolution 2 – Disposal of main undertaking

5.1 Background

On 12 August 2024, the Company entered into an Asset Sale and Purchase Agreement with Adelong, Sarama and Yikarri (a wholly owned subsidiary of Sarama) in relation to the disposal of the Cosmo Gold Project by the Company to Yikarri (**Proposed Transaction**). Adelong is listed on the ASX (ASX:ADG). Sarama is listed on the ASX (ASX:SRR) and the TSX-V (TSXV:SWA).

A condition of the Proposed Transaction is that Shareholders approve the Proposed Transaction for the purposes of Rule 19.7 of the Constitution.

5.2 Rule 19.7 of the Constitution

Rule 19.7 of the Constitution states as follows:

“Disposal of main undertaking

Any sale or disposal of the Company’s main undertaking is conditional upon approval or ratification by the Company in general meeting. No person who may benefit (other than as a holder of securities issued by the Company) from the sale or disposal, and no associate of such person, may vote on any resolution to approve or ratify the sale or disposal.”

Shareholder approval is therefore sought for the Proposed Transaction for the purposes of Rule 19.7 of the Constitution.

5.3 Proposed Transaction

Cosmo will transfer 80% of its interest in the Cosmo Gold Project to Yikarri in consideration for the following:

- a) a cash payment of \$50,000 by Sarama/Yikarri to the Company (which has been paid);
- b) a cash payment of \$50,000 by Sarama/Yikarri to the Company on Sarama obtaining any shareholder approvals required under the ASX Listing Rules or by the TSX-V to issue 25 million fully paid ordinary shares in Sarama (**SRR Shares**) and 7.5 million options to acquire shares in Sarama exercisable within 2 years at \$0.05 per option (**SRR Options**) to Adelong (approval of which has not yet been obtained);
- c) settlement of the Adelong Debt (which as at the date of the Asset Sale and Purchase Agreement is \$1,538,957) in full in consideration of the issue of the SRR Shares and the SRR Options to Adelong. Based on the closing SRR share price of \$0.032 on 4 October 2024, the SRR Shares to be issued to Adelong as settlement of the loan to the Company are valued at \$800,000.

Completion will occur five business days after the date on which the last condition is satisfied or waived or such other date as the parties agree to in writing.

Under the Asset Sale and Purchase Agreement, Sarama/Yikarri shall be entitled to acquire the Company’s remaining interest in the Cosmo Gold Project for \$1.25 million, payable in cash or Sarama shares at Sarama’s election at any time within two years from Completion. If Sarama does not exercise that right, then the Company will be free carried to a decision to mine.

The Asset Sale and Purchase Agreement also includes warranties, indemnities, termination rights and other rights and obligations that are considered standard for a transaction of this nature.

5.4 Additional payments

In addition to the cash payments, and issues of the SRR Shares and SRR Options:

- a) Sarama/Yikarri has paid on behalf of the Company all accrued amounts, as at the date of this Notice to Waturta under the Waturta Heritage Agreement;
- b) Sarama/Yikarri has paid an agreed portion, and will pay on behalf of the Company, the remaining accrued amount to YTAC under the YTAC Agreement, prior to Completion;
- c) Sarama/Yikarri has paid on behalf of the Company accrued amounts to various third party suppliers in relation to the Tenements; and
- d) Sarama/Yikarri has paid on behalf of the Company accrued amounts to DEMIRS and Laverton Shire in relation to the Tenements.

5.5 Conditions precedent

The Proposed Transaction is subject to several conditions precedent that include the following:

- a) the Company obtaining any required consents and the Company and Yikarri entering into deeds of assignment and assumption, novation or variation (or similar and as applicable), required pursuant to each of the Waturta Heritage Agreement and YTAC Agreement, on terms acceptable to Yikarri (acting reasonably), under which the Company agrees to assign, and Yikarri agrees to assume, the rights, benefits and obligations of the Company under each of the Waturta Heritage Agreement and YTAC Agreement, to the extent they relate to the interest of the Cosmo Gold Project being transferred to Yikarri. This Condition Precedent has not been fulfilled at the date of this Notice;
- b) Yikarri being satisfied that none of the Tenements have been terminated, relinquished, forfeited, cancelled, revoked or surrendered. This Condition Precedent has been fulfilled at the date of this Notice;
- c) following satisfaction or waiver of all of the conditions, the Company providing a written statement signed by all directors that it is solvent and able to pay its debts as and when due, subject to:
 - i. the Adelong Debt being discharged at Completion;
 - ii. Yikarri having paid the payments in paragraph 5.4 as and when required under the Asset Sale and Purchase Agreement;
 - iii. Yikarri paying the amounts in paragraphs 5.3(a) and (b); and
 - iv. receipt of undertakings from the Company's creditors not to call in any debts before Completion or termination of the Asset Sale and Purchase Agreement;

This Condition Precedent has not been fulfilled at the date of this Notice

- d) Sarama obtaining any shareholder approvals required under the ASX Listing Rules or by the TSX-V to issue the SRR Shares and SRR Options to Adelong (including

pursuant to ASX Listing Rule 7.1) and any other approvals required to be obtained in connection with the Transaction from the TSX-V. This Condition Precedent has not been fulfilled as at the date of this Notice;

- e) the Company obtaining Shareholder approval for the disposal of its main undertaking for the purposes of Rule 19.7 of the Constitution and for all other purposes. This Condition Precedent has not been fulfilled at the date of this Notice; and,
- f) Yikarri being satisfied, in its sole discretion, that:
 - i. the Adelong Debt has not been novated or assigned, and has not changed other than as permitted under the Asset Sale and Purchase Agreement, and that it will be fully settled and released at Completion; and
 - ii. the Adelong Security Documents will be released in full and any security interest granted pursuant to the Adelong Security Documents will be discharged at Completion.

This Condition Precedent has been fulfilled at the date of this Notice

If the Conditions are not all satisfied or waived by 9 January 2025 (being 150 days after the date of execution of the Asset Sale and Purchase Agreement) or such other date as the parties may agree in writing, then either Cosmo or Sarama may terminate the Asset Sale and Purchase Agreement by notice in writing to the other parties.

5.6 Joint Venture

On and from Completion, an unincorporated joint venture in respect of the Cosmo Gold Project shall be automatically formed between the Company and Yikarri.

The joint venture provides that, for 24 months following Completion, Yikarri will:

- a) keep the Tenements in good standing, including satisfying the expenditure conditions and paying all fees, rent, rates, administration costs and other similar charges; and
- b) make all payments under any third party agreements (including under the Waturta Heritage Agreement and the YTAC Agreement) that fall due and payable during this period.

During the period from Completion to a decision to mine (**Free Carry Period**), Yikarri will solely fund all joint venture activities and will have the sole right to determine the nature, location, timing and conduct of all joint venture activities, without reference to or the approval of the management committee or the Company.

Following the Free Carry Period, the Company and Yikarri must each fund all expenditure under the joint venture (including in respect to joint venture activities) on a pro-rata basis in proportion to their respective interest in the joint venture from time to time and in accordance with cash calls issued by the Yikarri (as manager).

If the Company's interest in the joint venture is diluted to 10% or less, the Company shall be deemed to have automatically transferred its interest to Yikarri in exchange for a 0.5% net smelter return (NSR) royalty.

5.7 Key advantages of the Proposed Transaction

The Company considers that there are various advantages to the Proposed Transaction, including the following:

- a) the Proposed Transaction will provide the Company with an improved cash position, and therefore will assist the Company with managing its ongoing and near term funding requirements;
- b) although the Company will be transferring 80% of its interest in the Cosmo Gold Project at Completion, thereafter it will either retain 20% of its current interest in the Cosmo Gold Project and be free carried to a decision to mine giving the Company exposure to potential upside and income stream, or Yikarri will acquire the Company's remaining interest for \$1.25 million, payable in cash or Sarama shares at Sarama's election at any time within a two year period. Furthermore, if the Company receives Sarama shares on exercise of the option, the Company will obtain a shareholding in Sarama, which holds various mineral exploration assets (including a 100% interest in the Cosmo Gold Project), allowing Shareholders to potentially benefit from this indirect exposure;
- c) the Adelong Debt will be discharged in full, and the security granted pursuant to the Adelong Security Documents released. Accordingly, the Company's net assets and total liabilities position will be significantly improved by the Proposed Transaction;
- d) during the Free Carry Period, Shareholders will not be required to provide additional share capital to fund the development of the Cosmo Gold Project to a decision to mine;
- e) the Company will avoid the risks normally associated with a significant capital raising or raisings that will likely be required to fund the development of the Cosmo Gold Project to a decision to mine;
- f) the Proposed Transaction will reduce the Company's exposure to the risks associated with the Cosmo Gold Project, including but not limited to exploration, resource estimation, feasibility and development, commodity pricing and technology, future funding, foreign jurisdiction, foreign exchange, access, regulatory, environmental and climate policies;
- g) Sarama is a reputable counterparty that is listed on the ASX and the TSX-V, and it has extensive experience in successfully managing and operating projects similar to the Cosmo Gold Project; and
- h) Shareholders will not be diluted by the Proposed Transaction as no securities are being issued by the Company under it.

5.8 Potential disadvantages of the Proposed Transaction

The Company notes that there may be various disadvantages to the Proposed Transaction, including the following:

- a) the Company will no longer control the Cosmo Gold Project, and will retain a minority interest, or a 20% interest if Yikarri exercises its option, in the Cosmo Gold Project;
- b) the Adelong Debt will remain payable to Adelong, and Adelong may enforce its rights against Cosmo under the Adelong Security Documents if the Adelong Debt is not repaid;
- c) the Proposed Transaction will result in the Company no longer being the 100% owner of the Tenements (other than E38/2274 which is 75% held by the Company), which may be inconsistent with the investment objectives of current Shareholders; and
- d) following Completion, the Company will forego the opportunity to potentially dispose of the Cosmo Gold Project on superior terms (than that negotiated with Sarama/Yikarri under the Asset Sale and Purchase Agreement) in the foreseeable future.

5.9 Impact of Resolution 2

If Resolution 2 is passed, the Company will be able to proceed with the Proposed Transaction and, therefore, dispose of the Cosmo Gold Project to Yikarri in accordance with the Asset Sale and Purchase Agreement.

If Resolution 2 is not passed, the Company will not be able to proceed with the Proposed Transaction and, therefore, will not dispose of the Cosmo Gold Project to Yikarri in accordance with the Asset Sale and Purchase Agreement.

5.10 Voting exclusion statement

In accordance with Rule 19.7 of the Constitution, no person who may benefit (other than as a holder of securities issued by the Company) from the sale or disposal, and no associate of such person, may vote on any resolution to approve or ratify the sale or disposal. This means that Adelong, Sarama and Yikarri, and any associate of such persons, may not vote on Resolution 2.

5.11 Board recommendation

The Board (Mr Hastings abstaining as he is a director of both the Company and Adelong) recommends Shareholders vote in favour of Resolution 2.

Schedule 1 - Definitions

In this Explanatory Memorandum and Notice:

"Adelong" means Adelong Gold Limited (ACN 120 973 775).

"Adelong Debt" means debt owed by the Company (as borrower) to Adelong (as lender) in accordance with and pursuant to the Adelong Security Documents which as at the date of the Asset Sale and Purchase Agreement is \$1,538,957.

"Adelong Security Documents" means the loan facility agreement and general security deed between Adelong and the Company.

"AEDT" means Australian Eastern Daylight-Saving Time, being the time in Melbourne, Victoria.

"Annual Report" means the Directors' Report, the Company's Annual Financial Report, and Auditor's Report thereon, in respect to the financial year ended 30 June 2024.

"Asset Sale and Purchase Agreement" means the asset sale and purchase agreement between the Company, Adelong, Sarama and Yikarri dated 12 August 2024.

"ASX" means the Australian Securities Exchange.

"Auditor" means a person or organisation authorized to review and verify the accuracy of financial records and ensure that the Company complies with relevant regulatory laws.

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

"Chair" or **"Chairman"** means the person appointed to chair the Meeting.

"Company" or **"Cosmo Gold"** means Cosmo Gold Limited ABN 83 636 743 649.

"Completion" means completion of the disposal of 80% of the Cosmo Gold Project by the Company to Yikarri, and the full settlement and release of the Adelong Debt, pursuant to the Asset Sale and Purchase Agreement.

"Constitution" means the constitution of the Company.

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

"Cosmo Gold Project" means the Tenements and all mining information in relation to the Tenements.

"DEMIRS" means the Western Australia Department of Energy, Mines, Industry Regulation and Safety.

"Director" means a director of the Company.

"Explanatory Memorandum" means the explanatory memorandum to the Notice.

"Free Carry Period" means the period from Completion to a decision to mine being made.

"Meeting" means the meeting convened by the Notice.

"Notice" or **"Notice of Meeting"** means this Notice of Meeting.

"Proposed Transaction" means the disposal of the Cosmo Gold Project by the Company to

Yikarri pursuant to the Asset Sale and Purchase Agreement.

"Proxy Form" means the proxy form enclosed with this Notice.

"Resolution" means a resolution contained in this Notice.

"Rule" means a rule of the Constitution.

"Sarama" means Sarama Resources Ltd (ARBN 143 964 649).

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

"Shareholder" means a holder of a Share.

"SRR Options" means 7.5 million options to acquire shares in Sarama exercisable within 2 years at \$0.05 per option.

"SRR Shares" means 25 million fully paid ordinary shares in Sarama.

"Tenements" means E38/3525 (100% held by the Company), E38/2627 (100% held by the Company), E38/2851 (100% held by the Company), E38/3249 (100% held by the Company), E38/3456 (100% held by the Company), E38/2774 (100% held by the Company) and E38/2274 (75% held by the Company/25% held by Michael Joseph Foley).

"TSX-V" means TSX Venture Exchange.

"Waturta" means the Waturta Native Title Claimants.

"Waturta Heritage Agreement" means the Waturta Heritage Agreement between the Company and the Waturta.

"Yikarri" means Yikarri Resources Pty Ltd (ACN 679 523 481).

"YTAC" means Yilka Talintji Aboriginal Corporation RNTBC (ICN: 8415).

"YTAC Agreement" means the Mineral Exploration and Land Access Deed of Agreement between the YTAC and the Company.

In this Notice, words importing the singular include the plural and conversely.

APPOINTMENT OF PROXY FORM

COSMO GOLD LIMITED
ACN 636 743 649

ANNUAL GENERAL MEETING

I/We

of:

being a Shareholder entitled to attend and vote at the Meeting, hereby appoint:

Name:

OR:

the Chair of the Meeting as my/our proxy.

or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit, at the Meeting to be held at 11:00am (AEDT) on Monday, 4 November 2024, and at any adjournment thereof.

The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote.

Voting on business of the Meeting

		FOR	AGAINST	ABSTAIN
Resolution 1	Re-Election of Director – Mr Ian Hastings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	Disposal of main undertaking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

If two proxies are being appointed, the proportion of voting rights this proxy represents is: _____ %

Signature of Shareholder(s):

Individual or Shareholder 1

Sole Director/Company Secretary

Shareholder 2

Director

Shareholder 3

Director/Company Secretary

Date:

Contact name:

Contact ph (daytime):

E-mail address:

Consent for contact by e-mail:

YES NO

Instructions for Completing 'Appointment of Proxy' Form

1. **(Appointing a proxy):** A Shareholder entitled to attend and cast a vote at the Meeting is entitled to appoint a proxy to attend and vote on their behalf at the Meeting. If a Shareholder is entitled to cast 2 or more votes at the Meeting, the Shareholder may appoint a second proxy to attend and vote on their behalf at the Meeting. However, where both proxies attend the Meeting, voting may only be exercised on a poll. The appointment of a second proxy must be done on a separate copy of the Proxy Form. A Shareholder who appoints 2 proxies may specify the proportion or number of votes each proxy is appointed to exercise. If a Shareholder appoints 2 proxies and the appointments do not specify the proportion or number of the Shareholder's votes each proxy is appointed to exercise, each proxy may exercise one-half of the votes. Any fractions of votes resulting from the application of these principles will be disregarded. A duly appointed proxy need not be a Shareholder.
2. **(Direction to vote):** A Shareholder may direct a proxy how to vote by marking one of the boxes opposite each item of business. The direction may specify the proportion or number of votes that the proxy may exercise by writing the percentage or number of Shares next to the box marked for the relevant item of business. Where a box is not marked the proxy may vote as they choose subject to the relevant laws. Where more than one box is marked on an item the vote will be invalid on that item.
3. **(Signing instructions):**
 - **(Individual):** Where the holding is in one name, the Shareholder must sign.
 - **(Joint holding):** Where the holding is in more than one name, all of the Shareholders should sign.
 - **(Power of attorney):** If you have not already provided the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Form when you return it.
 - **(Companies):** Where the company has a sole director, who is also the sole company secretary, that person must sign. Where the company (pursuant to section 204A of the Corporations Act) does not have a company secretary, a sole director can also sign alone. Otherwise, a director jointly with either another director or a company secretary must sign. Please sign in the appropriate place to indicate the office held. In addition, if a representative of a company is appointed pursuant to section 250D of the Corporations Act to attend the Meeting, the documentation evidencing such appointment should be produced prior to admission to the Meeting. A form of a certificate evidencing the appointment may be obtained from the Company.
4. **(Attending the Meeting):** Completion of a Proxy Form will not prevent individual Shareholders from attending the Meeting if they wish. Where a Shareholder completes and lodges a valid Proxy Form and attends the Meeting via the online webinar, then the proxy's authority to speak and vote for that Shareholder is suspended while the Shareholder is present at the Meeting.
5. **(Return of Proxy Form):** To vote by proxy, please complete and sign the enclosed Proxy Form and return by:
 - post to Cosmo Gold Limited, PO Box 253 Collins Street West, Melbourne VIC 8007; or
 - email to perry@dwaccounting.com.au

so that it is received not later than **11.00am** (AEDT) on 2 November 2024.

Proxy Forms received later than this time will be invalid.