

# Form 603

Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme Star Minerals Limited (Star)

ACN/ARSN 648 048 631

### 1. Details of substantial holder (1)

Name Catalyst Metals Limited ACN 118 912 496 (Catalyst) and each of the entities listed in Annexure A (each a Catalyst Group Entity)

ACN/ARSN (if applicable) \_\_\_\_\_

The holder became a substantial holder on 18 / 03 / 2026

### 2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Persons' votes (5)	Voting power (6)
Ordinary fully paid shares in Star (Shares)	16,129,032	16,129,032	6.59% on the basis of there being 244,687,925 Shares in Star

### 3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Catalyst	Relevant interest under section 608(1)(a) of the <i>Corporations Act 2001</i> (Cth) ( <b>Corporations Act</b> ) as registered holder of securities in Star pursuant to the Subscription Agreement between Catalyst and Star dated 17 February 2026 (a copy of which is attached as Annexure B)	16,129,032 Shares

### 4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Catalyst	Catalyst	Catalyst	16,129,032 Shares

### 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Catalyst	18 March 2026	\$1,000,000	-	16,129,032 Shares

### 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Catalyst Group Entities ( See Annexure A)	Each Catalyst Group Entity is an associate of Catalyst under section 12(2)(a) of the <i>Corporations Act</i> as they are each controlled by Catalyst

## 7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Catalyst and Catalyst Group Entities (see Annexure A)	Level 9, 150 St George Terrace, Perth WA 6000

## Signature

<b>print name</b>	Emma Wates	<b>capacity</b>	Joint Company Secretary
<b>sign here</b>		<b>date</b>	19 / 03 / 2026

## DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

## Annexure A

This is Annexure A of 1 page referred to in Form 603 (Notice of Initial Substantial Holder) signed by me and dated 19 March 2026.



Signature of Emma Wates

Joint Company Secretary

### Catalyst Group Entities

1. Catalyst (Plutonic) Holdings Pty Ltd	ACN 674 334 626
2. Catalyst (Plutonic) Pty Ltd	ACN 613 900 922
3. Catalyst (Infrastructure) Pty Ltd	ACN 674 335 114
4. Catalyst Equipment Pty Ltd	ACN 670 503 456
5. Vango Mining Pty Ltd	ACN 108 737 711
6. Kite Gold Pty Ltd	ACN 147 745 560
7. Kite Operations Pty Ltd	ACN 155 299 451
8. Silkfield Holdings Pty Ltd	ACN 139 185 443
9. Tandarra Management Pty Ltd	ACN 629 684 680
10. Nomad Metals Pty Ltd	ACN 628 091 672
11. Dampier (Plutonic) Pty Ltd	ACN 131 670 963
12. Four Eagles JV Property Pty Ltd	ACN 642 388 887
13. WAEX Pty Ltd	ACN 683 564 141
14. CMPL Holdings Pty Ltd	ACN 685 553 066
15. Catalyst (Old Highway) Pty Ltd	ACN 686 388 376
16. Catalyst (Old Highway) Infrastructure Pty Ltd	ACN 686 388 170
17. Superior Gold Inc.	N/A
18. Aileigh Pty Ltd	N/A
19. Carpe Diem Limited	N/A
20. Rotokas Limited	N/A

## Annexure B

This is Annexure B of 14 pages referred to in Form 603 (Notice of Initial Substantial Holder) signed by me and dated 19 March 2026.



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Signature of Emma Wates

Joint Company Secretary



## Subscription Agreement

### Parties

#### Company

**Star Minerals Limited**

ACN 648 048 631

Address: 191B Carr Place  
LEEDERVILLE WA 6007

Email: [REDACTED]

Attention: Ashley Jones

#### Subscriber

**Catalyst Metals Limited**

ACN 118 912 495

Address: Level 9, 150 St Georges Terrace  
PERTH WA 6000

Email: [REDACTED]

Attention: James Champion de Crespigny

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### Background

- A. The Company is an Australian public company limited by shares.
- B. The Company wishes to raise funds by way of a placement to the Subscriber.
- C. The Subscriber has agreed to subscribe for the Subscription Shares in the Company and the Company has agreed to issue to the Subscriber the Subscription Shares at the Issue Price, in consideration of the Subscription Amount and otherwise in accordance with the terms of this Agreement.

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## 1 Definitions

- 1.1 In this Agreement, the following definitions apply:

<b>Agreement</b>	means the subscription agreement set out in this document.
<b>ASIC</b>	means the Australian Securities and Investments Commission.
<b>Asset Purchase Agreement</b>	means the asset purchase agreement contemplated to be entered into between the parties, for (among other things) the acquisition of some of the Company's assets.
<b>ASX</b>	means ASX Limited and the market operated by it, the Australian Securities Exchange, as applicable.
<b>ASX Listing Rules</b>	means the listing rules of the ASX, as amended from time to time.



<b>ASX Settlement Operating Rules</b>	means the settlement rules of ASX Settlement Pty Ltd.
<b>Business Day</b>	means a day other than a Saturday, Sunday or public holiday in Western Australia.
<b>CHESS</b>	has the meaning given to that term in the ASX Settlement Operating Rules.
<b>Cleansing Prospectus</b>	means a prospectus issued under section 708A(11)(b)(i) of the Corporations Act as contemplated by clause 3.5 of this Agreement.
<b>Cleansing Statement</b>	means a written notice by the Company to ASX under section 708A(5) of the Corporations Act meeting the requirements of section 708A(6) of the Corporations Act, in a form, and containing the information, that is sufficient so that the shares to which the notice relates will be tradeable, without any further action being required by the Company or the Subscriber.
<b>Completion</b>	has the meaning given to that term in the Asset Purchase Agreement.
<b>Completion Date</b>	has the meaning given to that term in the Asset Purchase Agreement.
<b>Condition</b>	means the condition precedent described in clause 2.1.
<b>Constitution</b>	means the constitution of the Company.
<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (Cth).
<b>Encumbrances</b>	means any: <ul style="list-style-type: none"><li>(a) legal or equitable interest or power created, arising in or reserved in or over an interest in any property or asset;</li><li>(b) security for payment of money, performance of obligation or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or retention of title arrangement, right of set-off, assignment of income, garnishee order, monetary claim and flawed deposit arrangement);</li><li>(c) thing or preferential interest or arrangement of any kind giving a person priority or preference over claims or other persons with respect to any property or asset;</li><li>(d) a Security Interest; or</li><li>(e) any agreement or arrangement (whether legally binding or not) to grant or create anything referred to in paragraphs (a), (b), (c) and (d).</li></ul>
<b>Government Agency</b>	means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission,



authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

- Insolvency Event** in relation to a person (**Relevant Person**), means any of the following occurring:
- (a) a receiver, receiver and manager, controller (as that term is defined in the Corporations Act), administrator, bankruptcy trustee, liquidator, provisional liquidator or similar officer is appointed in relation to the Relevant Person or any of its assets;
  - (b) an application is made to a court for an order to appoint a person described in paragraph (a) of this definition and that application is not permanently stayed, withdrawn or dismissed within 30 days;
  - (c) the Relevant Person enters into, or resolves to enter into, a deed of Company arrangement, scheme of arrangement, compromise or composition with any class of creditors;
  - (d) a resolution is passed or an application to a court is taken or an order is made for the winding up, dissolution, official management or administration of the Relevant Person;
  - (e) the Relevant Person ceases to (or is unable to) pay its creditors (or any class of them) in the ordinary course of business, or announces its intention not to pay its creditors;
  - (f) the Relevant Person is (or states that it is) insolvent or is deemed to be insolvent under the Corporations Act;
  - (g) the Relevant Person commits an act of bankruptcy as defined under section 40 of the *Bankruptcy Act 1966* (Cth) or is declared bankrupt;
  - (h) the Relevant Person enters into a personal insolvency arrangement or a debt agreement under the *Bankruptcy Act 1966* (Cth);
  - (i) any enforcement process (as that term is defined under the Corporations Act) is taken against or in relation to a substantial portion of the assets of the Relevant Person and is not satisfied or withdrawn within 30 days; or
  - (j) anything having a substantially similar effect to any of the events specified in paragraphs (a) to (i) of this definition happens under the Law of any applicable jurisdiction.
- Issue Date** means the date on which Subscription Shares subscribed for under this Agreement are actually issued and allotted to the Subscriber, being the Completion Date.
- Issue Price** means \$0.062.



<b>Law</b>	includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future and whether State, Federal, local or otherwise.
<b>Security Interest</b>	has the meaning given in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).
<b>Share</b>	means a fully paid ordinary share in the Company.
<b>Subscription</b>	means the subscription by the Subscriber for the Subscription Shares in accordance with this Agreement.
<b>Subscription Amount</b>	means AUD\$1,000,000.
<b>Subscription Date</b>	means the day on which the Subscriber must subscribe for the Subscription Shares in accordance with the terms of this Agreement, being the Completion Date.
<b>Subscription Shares</b>	means 16,129,032 fully paid ordinary shares in the Company.
<b>Sunset Date</b>	means 60 days after the date of this Agreement.
<b>Tax</b>	means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and includes income tax, capital gains tax, franking deficit tax, franking additional tax, over-franking tax, withholding tax, fringe benefits tax, pay-as-you-earn, pay-as-you-go, sales tax, customs duty, payroll tax, land tax, financial institutions duty, debits tax, water and municipal rates, gift tax, estate tax, superannuation contributions and charges, social security and national insurance contributions, purchase, goods and services tax, value added tax, prescribed payments and all other taxes, charges, assessments, contributions, withholdings, remittances, imposts, duties, excises, rates and levies in any part of the world and any penalties, interest, fines or other costs in relation to any tax.

## Interpretation

- 1.2 In this Agreement, unless the context otherwise requires:
- 1.2.1 headings or subheadings are inserted for guidance only and do not govern the meaning or construction of any provision of this Agreement;
  - 1.2.2 a reference to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced from time to time;
  - 1.2.3 words expressed in the singular include the plural and vice versa;
  - 1.2.4 words expressed in one gender include the other gender;
  - 1.2.5 a 'person' includes a company, partnership, firm, joint venture, trust, association, authority, corporation or other body corporate;



- 1.2.6 references to parts, clauses, parties, schedules and annexures are references to parts and clauses of and parties, schedules and annexures to this Agreement;
- 1.2.7 the words 'include', 'includes' and 'including' are not words of limitation;
- 1.2.8 a reference to a party to this Agreement includes that party's successors, permitted nominees and permitted assigns and, in the case of a natural person, also includes that person's personal representatives and administrators;
- 1.2.9 a reference to any thing or any amount is a reference to the whole and each part of it;
- 1.2.10 reference to a group of persons is a reference to all of them collectively, to two or more them collectively and to each of them individually;
- 1.2.11 references to time are to time in Perth, Western Australia;
- 1.2.12 where a day, which is not a Business Day, is specified by or on which a thing must be done, that thing that must be done by or on the next succeeding Business Day;
- 1.2.13 a covenant or agreement made by, or for the benefit of, two or more persons binds, and is enforceable against, or may be exercised by (as the case may be), those persons jointly and each of them severally;
- 1.2.14 no rule of construction will apply to the disadvantage of a party because that party was responsible for drafting this Agreement or any of the provisions of this Agreement;
- 1.2.15 a reference to 'dollars' or '\$' are references to the currency of Australia;
- 1.2.16 a reference to any Law contained in this Agreement will be deemed to include any amendment, re-enactment or consolidation of the Law; and
- 1.2.17 the schedules, annexures and attachments form part of, and are incorporated into, this Agreement.

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## **2 Condition**

### **Condition to Subscription**

- 2.1 The obligations of the parties on the Subscription Date and Issue Date are subject to, and conditional on, Completion occurring in accordance with the terms of the Asset Purchase Agreement.

### **Waiver**

- 2.2 The Condition in clause 2.1 is for the benefit of all parties and may only be waived by written agreement between the parties.

### **Parties may terminate**

- 2.3 If the Condition is not satisfied (or has become incapable of being satisfied) and has not been waived by the Sunset Date, then, provided that the terminating party is not in breach of a material obligation under this Agreement, this Agreement may be



terminated by that party at any time before the Subscription Date by giving not less than 3 Business Days written notice to the other parties.

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### **3 Subscription**

#### **Subscription**

- 3.1 On the Subscription Date, the Subscriber:
- 3.1.1 must pay the Subscription Amount to the Company in immediately available funds;
  - 3.1.2 agrees to be bound by the Constitution; and
  - 3.1.3 agrees to subscribe for, and acknowledges that it will automatically be taken to accept, the Subscription Shares at the Issue Price per Subscription Share, on the terms and conditions of this Agreement.

#### **Issue of Subscription Shares**

- 3.2 On the Issue Date, the Company must:
- 3.2.1 issue and allot the Subscription Shares to the Subscriber;
  - 3.2.2 record the Subscriber as the holder of the Subscription Shares in its register of members and provide to the Subscriber a certificate identifying the Subscriber as the holder of the relevant Subscription Shares (as applicable);
  - 3.2.3 file all necessary notices with ASIC to notify of the issue of Subscription Shares to the Subscriber (as applicable); and
  - 3.2.4 take all other steps required under its Constitution and the Corporations Act to constitute and evidence the Subscriber as the registered holder of the Subscription Shares.

#### **ASX filings**

- 3.3 The Company must duly execute and lodge with the ASX in accordance with all applicable Laws:
- 3.3.1 an Appendix 3B and Appendix 2A (in respect of the Subscription Shares to be issued under this Agreement) in accordance with the ASX Listing Rules; and
  - 3.3.2 as soon as reasonably practicable following, and in any event no later than 5 Business Days after, the issue of the Subscription Shares, a Cleansing Statement, or alternatively where the Company cannot issue a Cleansing Statement, a Cleansing Prospectus as contemplated by clause 3.5.

#### **Electronic Delivery**

- 3.4 The parties must use reasonable endeavours to ensure that all Subscription Shares are received by the Subscriber by electronic registration to the relevant CHES account(s) (or such other electronic system which provides for the recording, delivery and transfer of title by way of electronic entries, as may be required by the Subscriber



by notice to the Company) in accordance with the ASX Settlement Operating Rules and procedures of CHES.

### **Disclosure document**

- 3.5 Where the Company is not able to issue a Cleansing Statement within the time period specified in clause 3.3.2 due to an inability to satisfy the conditions set out in section 708A of the Corporations Act, the Company must, lodge a Cleansing Prospectus with ASIC within 21 days after the issue of the Subscription Shares to the Subscriber, or any such longer period agreed between the parties in writing, so that the sale offer of any of the Subscription Shares will not require disclosure under Part 6D.2 of the Corporations Act as the result of the operation of section 708A(11) of the Corporations Act.
- 3.6 The Subscriber must not make a sale offer of the Subscription Shares, until the first to occur of:
- 3.6.1 a Cleansing Statement has been issued by the Company; or
  - 3.6.2 a Cleansing Prospectus has been issued by the Company.

### **Encumbrances**

- 3.7 The Subscription Shares will be issued by the Company to the Subscriber free from Encumbrances on and from the Issue Date.

### **Rights and ranking**

- 3.8 All Subscription Shares issued to the Subscriber will be issued as fully paid and rank equally in all respects with the other Shares as at the Issue Date.

### **Orderly sell down**

- 3.9 If the Subscriber wishes to dispose of any of the Subscription Shares, the Subscriber must:
- 3.9.1 provide the Company with written notice of the Subscriber's intention to dispose of such Subscription Shares at least two Business Days prior to the consummation of the disposal; and
  - 3.9.2 consult with the Company in good faith to facilitate such disposal (e.g. a block trade sale to an investor identified by the Company).

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## **4 Subscriber warranties**

- 4.1 The Subscriber warrants and represents to the Company, as at the date of this Agreement and on the Issue Date, that the following warranties are true, complete and accurate:
- 4.1.1 it is duly registered and validly existing under the Laws of its place of incorporation;
  - 4.1.2 it has full power and authority to enter into this Agreement and has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;



- 4.1.3 there are no facts, matters or circumstances which could reasonably be expected to adversely affect the ability of it to perform its obligations under this Agreement in a material manner;
  - 4.1.4 this Agreement constitutes a legally valid and binding obligation of it enforceable in accordance with its terms; and
  - 4.1.5 no Insolvency Event has occurred in relation to it and there are no facts, matters or circumstances which could reasonably be expected to give rise to an Insolvency Event in respect of it.
- 4.2 The warranties in clause 4.1 will continue in full force and effect notwithstanding the issue of the Subscription Shares to the Subscriber and will not be merged in, or satisfied by, the issue of the Subscription Shares.
- 4.3 The warranties in clause 4.1 are given for the benefit of the Company and may not be relied on by any other person.
- 4.4 A breach of any warranty in clause 4.1 does not entitle the Company to terminate or rescind this Agreement.
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## **5 Company warranties**

- 5.1 The Company warrants and represents to the Subscriber, as at the date of this Agreement and on the Issue Date, that the following warranties are true, complete and accurate:
- 5.1.1 it is duly registered and validly existing under the Laws of its place of incorporation;
  - 5.1.2 it has full power and authority to enter into this Agreement (including but not limited to obtaining necessary and requisite approvals from the directors of the Company confirming that the Subscription Shares will be issued to the Subscriber at the Issue Price) and has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
  - 5.1.3 there are no facts, matters or circumstances which could reasonably be expected to adversely affect the ability of it to perform its obligations under this Agreement in a material manner;
  - 5.1.4 it has full power and authority to allot and issue the Subscription Shares in accordance with this Agreement and, when issued, will be validly issued, fully paid and free of all Encumbrances and third party rights and will rank equally with all of the other ordinary shares of the Company then on issue;
  - 5.1.5 this Agreement constitutes a legally valid and binding obligation of it enforceable in accordance with its terms; and
  - 5.1.6 no Insolvency Event has occurred in relation to it and there are no facts, matters or circumstances which could reasonably be expected to give rise to an Insolvency Event in respect of it.



- 5.2 The warranties in clause 5.1 will continue in full force and effect notwithstanding the issue of the Subscription Shares to the Subscriber and will not be merged in, or satisfied by, the issue of the Subscription Shares.
- 5.3 The warranties in clause 5.1 are given for the benefit of the Subscriber and may not be relied on by any other person.
- 5.4 A breach of any warranty in clause 5.1 does not entitle the Subscriber to terminate or rescind this Agreement.
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## **6 Confidentiality**

- 6.1 A party may not disclose the provisions of this Agreement or confidential information about another party, except:
- 6.1.1 as permitted by this Agreement;
  - 6.1.2 after obtaining the written consent of the party to which the information relates;
  - 6.1.3 to an officer, employee, professional adviser, consultant or financier who needs to know such information in the conduct of their duties; or
  - 6.1.4 as required by an applicable law, legal process, any order or and Government Agency or the rules of a recognised stock exchange, after first consulting with the other parties, about the form and content of the disclosure,
- and must use its best endeavours to ensure all permitted disclosures are kept confidential.
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## **7 Termination**

### **Failure by a party to comply**

- 7.1 If the Subscriber does not comply with its obligations under clause 3.1, other than as a result of default by the Company, the Company may, give the Subscriber written notice requiring it to comply with its obligations under clause 3.1 within 5 Business Days of receipt of the notice.
- 7.2 If the Company does not comply with its obligations under clause 3.2, other than as a result of default by the Subscriber, the Subscriber may, give the Company written notice requiring it to comply with its obligations under clause 3.2 within 5 Business Days of receipt of the notice.
- 7.3 When a notice is given under clauses 7.1 or 7.2 time will be of the essence under this Agreement.

### **Specific performance or termination**

- 7.4 If the defaulting party does not comply with its obligations within the period specified in clauses 7.1 or 7.2, the non-defaulting party may choose either to seek specific



performance or terminate this Agreement. In either case, the non-defaulting party may seek damages for the default.

### **Effect of termination**

- 7.5 Termination of this Agreement will not affect any other rights the parties have against one another at law or in equity.
- 7.6 On termination of this Agreement:
- 7.6.1 each party is released from its obligations under this Agreement other than the parts of this Agreement specified in clause 7.8; and
  - 7.6.2 each party retains any rights it has against any other party in connection with any right or claim which arises before termination.

### **Failure to satisfy or waive Conditions**

- 7.7 Any party may terminate this Agreement as permitted by clause 2.3.

### **Survival of termination**

- 7.8 If this Agreement is terminated in accordance with clause 2.3 or this clause 7, except for clauses 2.3, 6, 7 and 9, the terms and conditions of this Agreement will be void and of no effect.

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## **8 Notices**

### **Form and delivery**

- 8.1 A notice, consent, information or request that must or may be given or made to a party under this Agreement is only given or made if it is in writing, in English and signed or sent by a person duly authorised by the sender and:
- 8.1.1 hand delivered or posted to that party at the address; or
  - 8.1.2 emailed to that party to the email address.

### **Contact details**

- 8.2 The parties' contact details for the purposes of clause 8.1 are those specified under "Parties" on page 1.
- 8.3 A party may change its contact details by notice of the change(s) to the other party.

### **Execution of emails**

- 8.4 In the case of email notices, the sending party must ensure that each email is either signed by means of an electronically produced signature of a person authorised by that party to send the email or states that is being sent by a person authorised to send the email on behalf of that party or it is sent by the authorised person.

### **Receipt and effect**

- 8.5 A notice, consent, information or request is to be treated as given or made at the following time:
- 8.5.1 if it is hand delivered, when it is left at the relevant address;



- 8.5.2 if it is sent by post, 3 Business Days after it is posted; or
- 8.5.3 if it is sent by email, as soon as it enters the recipient's information system unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,
- but if that notice, consent, information or request is delivered after 5.00pm on a Business Day, it is to be treated as having been given or made at 9.00am on the next Business Day.

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## 9 General

### Further cooperation

- 9.1 Each party must do anything (including executing a document) another party reasonably requires in writing to give full effect to this Agreement.

### Time for action

- 9.2 If the day on or by which something is required to be done or may be done is not a Business Day, that thing must be done on or by the next Business Day.

### Relationship of the parties

- 9.3 This Agreement does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the parties.
- 9.4 No party is liable for an act or omission of another party, except to the extent set out in this Agreement.

### Entire agreement

- 9.5 This Agreement and the Asset Purchase Agreement contain everything that the parties have agreed on in relation to the matters it deals with.
- 9.6 No party can rely on an earlier document, or anything said or done by another party (or a director, officer, agent or employee of that party), before this Agreement was executed.

### Execution of separate documents

- 9.7 This Agreement may be executed in counterparts. All executed counterparts constitute one document. A party who has executed a counterpart of this Agreement may exchange it with another party by emailing a PDF copy of the executed counterpart to that other party. This Agreement takes effect when the last party executes this Agreement.

### Severability

- 9.8 If:
- 9.8.1 a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way;



- 9.8.2 any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected; and
- 9.8.3 the removal of a clause or part of a clause under this clause 9.8 materially alters the commercial allocation of benefit and risk (or management of risk) under this Agreement, the parties agree to negotiate in good faith to amend or modify the terms of the Agreement as may be necessary or desirable having regard to the original terms of the bargain and the prevailing circumstances.

### **Variation**

- 9.9 This Deed, including the schedules, can only be varied by the parties in writing, signed by all of the parties.

### **Waiver**

- 9.10 The fact that a party fails to do, or delays in doing, something that party is entitled to do under this Agreement does not amount to a waiver of that party's right to do it.
- 9.11 A waiver by a party is only effective if it is in writing.
- 9.12 A written waiver by a party is:
- 9.12.1 only effective in relation to a particular obligation or breach in respect of which it is given; and
- 9.12.2 is not to be taken as an implied waiver of:
- (a) any other obligation or breach; or
- (b) that obligation or breach in relation to any other occasion.

### **Costs**

- 9.13 Except as otherwise agreed by the parties in writing, each party must pay its own costs in relation to preparing, negotiating and executing this Agreement and any document related to this Agreement.

### **Governing Law and jurisdiction**

- 9.14 This Agreement is governed by the Laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia. The parties will not object to the exercise of jurisdiction by those courts on any basis.



## Execution

Executed as an agreement on 17 February 2026

Executed by  
**Catalyst Metals Limited**  
**ACN 118 912 495**  
in accordance with section 127 of  
the *Corporations Act 2001* (Cth) by:

  
\_\_\_\_\_  
Signature of Director

JAMES CHAMPION DE CRESPIGNY  
Print name of Director

  
\_\_\_\_\_  
Signature of Secretary

EMMA WATES  
Print name of Secretary

Executed by  
**Star Minerals Limited**  
**ACN 648 048 631**  
in accordance with section 127 of  
the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Print name of Director

\_\_\_\_\_  
Signature of \*Director/\*Secretary

\_\_\_\_\_  
Print name of \*Director/\*Secretary

*\*delete that which does not apply*



### Execution

Executed as an agreement on 17 February 2026

Executed by  
**Catalyst Metals Limited**  
**ACN 118 912 495**  
in accordance with section 127 of  
the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of \*Director/\*Secretary

\_\_\_\_\_  
Print name of Director

\_\_\_\_\_  
Print name of \*Director/\*Secretary

*\*delete that which does not apply*

Executed by  
**Star Minerals Limited**  
**ACN 648 048 631**  
in accordance with section 127 of  
the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of \*Director/\*~~Secretary~~

Ashley Jones  
\_\_\_\_\_  
Print name of Director

Ian Stuart  
\_\_\_\_\_  
Print name of \*Director/\*~~Secretary~~

*\*delete that which does not apply*