

**E2 METALS LIMITED**  
**Long Term Incentive Program**  
**as amended on 11 April 2017**

The terms of the Performance Rights are set out below:

- (a) Each Performance Right gives the recipient the right to acquire one Share.
- (b) The issue price for each Performance Right is \$Nil and no amount will be payable on the exercise of a Performance Right.
- (c) Shares issued on exercise of the Performance Rights will rank equally with all existing Shares from the date of issue. The Company will apply for quotation of the Shares issued on the exercise of each Performance Right.
- (d) The vesting of the Performance Rights will be conditional on the satisfaction of the following vesting conditions:
  - (i) 750,000 class A performance rights that vest once the Company has demonstrated a JORC reported inferred (or greater) mineral resource of at least 35,000,000 tonnes at a grade of at least 0.7g/t Au or the within the Neavesville project area in New Zealand, which will expire 3 years from ASX listing date;
  - (ii) 750,000 class B performance rights that vest once the Company has demonstrated a JORC reported inferred (or greater) mineral resource of at least 58,000,000 tonnes at a grade of at least 0.7g/t Au within the Neavesville project area in New Zealand which will expire 3 years from ASX listing date; and
  - (iii) 750,000 class C performance rights that vest once the Company has demonstrated a JORC reported inferred (or greater) mineral resource of at least 88,000,000 tonnes at a grade of at least 0.7g/t Au within the Neavesville project area in New Zealand which will expire 3 years from ASX listing date.
- (e) When a Performance Right vests, the Company will issue a vesting notification to the holder of the Performance Right, after which the vested Performance Rights will be automatically exercised within a period specified by the Board.
- (f) The Performance Rights shall lapse on the relevant Expiry Date. In addition the Board will have the power to Clawback Performance Rights or any Shares issued on exercise of the Performance Rights in the sole and absolute discretion of the Board if the recipient has engaged in fraud, dishonesty or upon misconduct if any results that lead to the Performance Rights vesting are subsequently shown to have been materially misstated.
- (g) The granting of the Performance Rights includes a requirement for the recipient to be either employed or engaged with the Company at the time of vesting of the Performance Rights.
- (h) Performance Rights do not give holders any right to participate in new issues of securities in the Company made to Shareholders generally or to participate in dividends unless the Performance Rights are exercised and the resultant Shares are issued prior to the record date to determine entitlements to the securities or dividend (as applicable).
- (i) Performance Rights do not give holders any right to vote.
- (j) In the event of any reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Company:
  - (i) the number of Performance Rights will be reconstructed (as appropriate) in a manner consistent with the Listing Rules but with the intention that such reconstruction will not result in any benefits being conferred on the Performance Right holder which are not conferred on Shareholders; and
  - (ii) subject to the provisions with respect to rounding of entitlements as sanctioned by a meeting of Shareholders approving a reconstruction of capital, in all other respects the terms for the exercise of the Performance Rights will remain unchanged.
- (k) If there is a change in control event in relation to the Company (eg, a takeover bid for all the Shares in the Company or any other scheme of arrangement by which more than 50% of the Shares in the Company change ownership) the Board may determine, that some or all unvested Performance Rights will vest and be automatically exercised.
- (l) The Performance Rights are "non-transferrable".