

ACH NICKEL PTY LTD
ACN 600 008 848
(Company)

INCENTIVE OPTION PLAN – START UP

Dated: 1st October 2020

TABLE OF CONTENTS

| | | |
|-----------|--|-----------|
| 1. | DEFINITIONS AND INTERPRETATION | 1 |
| | 1.1 Definitions | 1 |
| | 1.2 Interpretation | 6 |
| 2. | PURPOSE..... | 7 |
| 3. | COMMENCEMENT AND TERM..... | 7 |
| 4. | INVITATION TO APPLY FOR OPTIONS | 7 |
| | 4.1 Invitation..... | 7 |
| | 4.2 Invitation Document | 8 |
| | 4.3 Personal Invitation | 8 |
| | 4.4 Nominee..... | 8 |
| | 4.5 Minimum Contents of Invitation Document..... | 8 |
| | 4.6 Number of Options..... | 8 |
| | 4.7 Consideration for issue of Options | 9 |
| | 4.8 Option Exercise Price | 9 |
| | 4.9 Vesting and Exercise Conditions | 9 |
| | 4.10 Share Restriction Period..... | 9 |
| | 4.11 Deferred Taxation | 9 |
| | 4.12 Quotation of Options..... | 9 |
| | 4.13 Limit on Invitations | 9 |
| 5. | ACCEPTANCE OF INVITATION..... | 10 |
| | 5.1 Acceptance of Invitation..... | 10 |
| | 5.2 Board's right to reject..... | 10 |
| | 5.3 Participant Agrees to be Bound..... | 10 |
| | 5.4 Lapse of Invitation..... | 10 |
| 6. | ISSUE OF OPTIONS..... | 10 |
| | 6.1 Issue of Options | 10 |
| | 6.2 Approvals | 11 |
| | 6.3 Restrictions on Transfers, Dealings and Hedging | 11 |
| 7. | VESTING AND EXERCISE OF OPTIONS..... | 11 |
| | 7.1 Vesting and Exercise Conditions..... | 11 |
| | 7.2 Waiver of Vesting and Exercise Condition | 12 |
| | 7.3 Exercise of Vested Options | 12 |
| | 7.4 Cashless Exercise Facility..... | 12 |
| 8. | ISSUE/TRANSFER OF SHARES OR CASH PAYMENT..... | 13 |
| | 8.1 Issue/transfer of Shares..... | 13 |
| | 8.2 Cash Payment Facility | 13 |
| | 8.3 Blackout Period, Takeover Restrictions and Insider Trading | 14 |
| | 8.4 Withholding | 14 |
| | 8.5 Rights attaching to Shares..... | 14 |
| | 8.6 Share ranking..... | 14 |
| | 8.7 Quotation on ASX | 15 |
| | 8.8 Sale of Shares | 15 |
| 9. | RESTRICTION ON DISPOSAL OF SHARES..... | 15 |
| | 9.1 Restriction Period..... | 15 |
| | 9.2 Waiver of Restriction Period | 16 |
| | 9.3 No disposal of Restricted Shares | 16 |
| | 9.4 ASX Imposed Escrow | 16 |
| | 9.5 Enforcement of Restriction Period..... | 16 |

| | | |
|------------|---|-----------|
| 9.6 | Lapse of Restriction Period..... | 16 |
| 10. | LAPSE OF OPTIONS | 17 |
| 10.1 | Lapsing of Option..... | 17 |
| 10.2 | Fraud and Related Matters | 17 |
| 11. | EXCHANGE DUE TO CHANGE OF CONTROL | 18 |
| 12. | PARTICIPATION RIGHTS AND REORGANISATION..... | 18 |
| 12.1 | Participation Rights..... | 18 |
| 12.2 | Adjustments for Reorganisation | 19 |
| 12.3 | Notice of Adjustments | 19 |
| 12.4 | Cumulative Adjustments | 19 |
| 13. | OVERRIDING RESTRICTIONS ON ISSUE AND EXERCISE..... | 19 |
| 14. | AMENDMENTS..... | 19 |
| 14.1 | Power to amend Plan | 19 |
| 14.2 | Adjustment to Option Terms | 19 |
| 14.3 | Notice of amendment..... | 20 |
| 15. | TRUST | 20 |
| 15.1 | Establishing Trust | 20 |
| 15.2 | Appointment..... | 20 |
| 15.3 | Transfer of Shares | 20 |
| 15.4 | Voting rights | 20 |
| 15.5 | Dividends | 21 |
| 15.6 | Unallocated Shares..... | 21 |
| 16. | MISCELLANEOUS | 21 |
| 16.1 | Rights and obligations of Participant | 21 |
| 16.2 | Power of the Board | 22 |
| 16.3 | Dispute or disagreement..... | 22 |
| 16.4 | ASIC relief..... | 22 |
| 16.5 | Non-residents of Australia | 22 |
| 16.6 | Communication | 23 |
| 16.7 | Attorney..... | 23 |
| 16.8 | Costs and Expenses | 24 |
| 16.9 | Adverse Tax | 24 |
| 16.10 | Data protection..... | 24 |
| 16.11 | Error in Allocation..... | 24 |
| 16.12 | No fiduciary capacity..... | 24 |
| 16.13 | ASX Listing Rules | 24 |
| 16.14 | Enforcement..... | 24 |
| 16.15 | Laws governing Plan..... | 25 |
| | SCHEDULE 1 – ACH NICKEL PLAN – INVITATION DOCUMENT | 26 |
| | SCHEDULE 2 – OPTION PLAN APPLICATION FORM | 31 |
| | SCHEDULE 3 – NOTICE OF EXERCISE OF OPTIONS..... | 34 |

ACH NICKEL PTY LTD
INCENTIVE OPTION PLAN

The Directors are empowered to operate the ACH Nickel Incentive Option Plan (**Plan**) on the following terms and in accordance with the ASX Listing Rules (where applicable).

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of the Plan, the following words have the following meanings.

Acquisition Date means, in respect of an Option, the later of:

- (a) the date the Board resolves to accept an Application Form from an Eligible Participant or Nominee (as applicable) and to issue the Option to the applicant; and
- (b) the date any conditions precedent to the issue of the Option are satisfied or waived.

Application Form means the Application Form by which an Eligible Participant or Nominee (as applicable) applies for Options in response to an Invitation for Options, in substantially the same form as set out in Schedule 2, or as otherwise approved by the Company from time to time.

ASIC means the Australian Securities and Investments Commission.

Associated Body Corporate means:

- (a) a related body corporate (as defined in the Corporations Act) of the Company;
- (b) a body corporate which has an entitlement to not less than 20% of the voting Shares of the Company; and
- (c) a body corporate in which the Company has an entitlement to not less than 20% of the voting shares.

ASX means ASX Limited (ACN 008 624 691) or the Australian Securities Exchange, as the context requires.

ASX Listing Rules means the official Listing Rules of the ASX as they apply to the Company from time to time.

Blackout Period means a period when the Participant is prohibited from trading in the Company's securities by the Company's written policies.

Board means the board of Directors of the Company or committee appointed by the Board for the purposes of the Plan.

Business Day means those days other than a Saturday, Sunday or public holiday in the State and, where the Company is listed on the ASX, any other day which the ASX shall declare and publish is not a business day.

Cash Payment means, in respect of a vested Option, except as otherwise provided for in the Invitation for that Option, a cash amount equal to the Market Value of a Share as at the date the Option is exercised less the Option Exercise Price for the

Option and any superannuation or other taxes, duties or other amounts the Company is required to pay or withhold in respect of any Cash Payment.

Cash Payment Facility has the meaning given to it in Rule 8.2.

Cashless Exercise Facility has the meaning given to it in Rule 7.4.

Change of Control means:

- (a) a bona fide Takeover Bid is declared unconditional and the bidder has acquired a Relevant Interest in at least 50.1% of the Company's issued Shares;
- (b) a court approves, under Section 411(4)(b) of the Corporations Act, a proposed compromise or arrangement (other than a compromise or arrangement with the Company's creditors) for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other company or companies; or
- (c) in any other case, an entity obtains Voting Power in the Company which the Board (which for the avoidance of doubt will comprise those Directors immediately prior to the entity acquiring that Voting Power) determines, acting in good faith and in accordance with their fiduciary duties, is sufficient to control the composition of the Board.

Class Order means:

- (a) where the Company is an unlisted public company, ASIC Class Order 14/1001;
 - (b) where the Company is listed on the ASX, ASIC Class Order 14/1000,
- as amended or replaced from time to time.

Closing Date means the date on which an Invitation is stated to close.

Company means ACH Nickel Pty Ltd (ACN 600 008 848).

Constitution means the constitution of the Company from time to time.

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

Director means any person occupying the position of a director of any Group Company (including an alternate director or managing director appointed in accordance with the relevant constitution).

Dispose means, in relation to a Share or Option:

- (a) sell, assign, buy-back, redeem, transfer, convey, grant an option over, grant or allow a Security Interest over;
- (b) enter into any swap arrangement, any derivative arrangements or other similar arrangement; or
- (c) otherwise directly or indirectly dispose of a legal, beneficial or economic interest in the Share or Option,

(and **Disposal** has a corresponding meaning).

Eligible Participant means:

- (a) a Director (whether executive or non-executive) of any Group Company;
- (b) a full or part time employee of any Group Company;
- (c) a casual employee or contractor of a Group Company (but, if the Class Order is being relied on, only to the extent permitted by the Class Order); or
- (d) a prospective participant, being a person to whom the Invitation is made but who can only accept the Invitation if an arrangement has been entered into that will result in the person becoming an Eligible Participant under Rules (a), (b) or (c) above,

who is declared by the Board to be eligible to receive grants of Options under the Plan.

Exercise Condition means, in respect of a vested Option, any condition set out in the Invitation which must be satisfied (unless waived in accordance with this Plan) before the vested Option can be exercised or any other restriction on exercise of that Option specified in the Invitation or in these Rules.

Expiry Date means, in respect of an Option, the date on which the Option lapses (if it has not already otherwise lapsed in accordance with the Plan), which must be a date no more than fifteen (15) years after the Acquisition Date of the Option.

Group means the Company and each other Associated Body Corporate.

Group Company means the Company or any Associated Body Corporate.

Holding Lock has the meaning given to that term in the ASX Listing Rules.

Invitation means an invitation made to an Eligible Participant to apply for one or more Options under the Plan as set out in an Invitation Document.

Invitation Document means an invitation document in substantially the same form as set out in Schedule 1 to this Plan, or such other form as approved by the Board from time to time consistent with the Corporations Act (and the Class Order to the extent it is being relied upon).

Issue Date means, in relation to an Option, the date on which the Option is issued.

Liquidity Event means:

- (a) the Company is admitted to the official list of a stock exchange and its Shares are admitted to quotation on that stock exchange;
- (b) a Change of Control occurs; or
- (c) the Company sells or otherwise disposes of its interest in all or substantially all of its assets or business.

Market Value, in respect of a Share means:

- (a) where the Company is listed on a stock exchange, the volume weighted average market price for a Share traded on the stock exchange during the 7 day period up to and including the day on which the Market Value is to be determined; or

- (b) where the Company is not listed on a stock exchange, the fair market value of a Share as at the date the Market Value is to be determined, as determined by application of a valuation methodology approved by the Board, acting reasonably and in good faith.

Nominee means a nominee of an Eligible Participant that is one of the following:

- (a) an immediate family member of the Eligible Participant;
- (b) a company whose members comprise no persons other than the Eligible Participant or immediate family members of the Eligible Participant; or
- (c) subject to Board approval, a trustee of a trust, in respect of which the Eligible Participant, or an immediate family member of the Eligible Participant, is the trustee, or the Eligible Participant, or an immediate family member of the Eligible Participant, Controls a body corporate which is the trustee, but always excluding a self-managed superannuation fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993*).

Option means an option issued pursuant to these Rules to be issued or transferred a Share (or paid a Cash Payment at the discretion of the Board if so provided by an Invitation) upon and subject to the terms of these Rules and the terms of any applicable Invitation.

Option Exercise Price means the exercise price of an Option, as determined in accordance with Rule 4.8.

Participant means an Eligible Participant to whom an Option has been issued or transferred under the Plan or, if Rule 4.4 applies, a Nominee of the Eligible Participant to whom an Option has been issued or transferred under the Plan.

Plan means the plan as set out in this document, subject to any amendments or additions made under Rule 14.

Redundancy means termination of the employment, office or engagement of a Relevant Person due to economic, technological, structural or other organisational change where:

- (a) no Group Company requires the duties and responsibilities carried out by the Relevant Person to be carried out by anyone; or
- (b) no Group Company requires the position held by the Relevant Person to be held by anyone.

Relevant Interest has the meaning given in the Corporations Act.

Relevant Person means:

- (a) in respect of an Eligible Participant, that person; and
- (b) in respect of a Nominee of an Eligible Participant, that Eligible Participant.

Restricted Share means a Share acquired on the exercise of an Option issued under the Plan that the Board has determined is subject to a Restriction Period.

Restriction Period means the period during which a Share acquired on the exercise of an Option cannot be Disposed in accordance with Rule 9.

Retirement means where a Relevant Person intends to permanently cease all gainful employment in circumstances where the Relevant Person provides, in good faith, a written statutory declaration to the Board to that effect.

Rules means the rules of the Plan set out in this document.

Security Interest means an interest or power:

- (a) reserved in or over an interest in any asset including any retention of title; or
- (b) created or otherwise arising in or over any interest in any asset under a security agreement, a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes, but is not limited to:

- (c) any agreement to grant or create any of the above; and
- (d) a security interest within the meaning of section 12 of the Personal Property Securities Act 2009 (Cth).

Severe Financial Hardship means that the Relevant Person is unable to provide themselves, their family or other dependents with basic necessities such as food, accommodation and clothing, including as a result of family tragedy, financial misfortune, serious illness, impacts of natural disaster and other serious or difficult circumstances.

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

Shareholder means a holder of Shares.

Special Circumstances means:

- (a) a Relevant Person ceasing to be an Eligible Participant due to death or Total or Permanent Disability, Retirement or Redundancy of a Relevant Person;
- (b) a Relevant Person suffering Severe Financial Hardship; or
- (c) any other circumstance stated to constitute "Special Circumstances" in the terms of the relevant Invitation made to and accepted by the Participant.

Start-up Tax Requirements has the meaning given in Rule 6.3(b) of this Plan.

State means Western Australia.

Takeover Bid means a takeover bid (as defined in the Corporations Act) to acquire Shares.

Tax Act means the *Income Tax Assessment Act 1997* (Cth).

Total and Permanent Disability means that the Relevant Person has, in the opinion of the Board, after considering such medical and other evidence as it sees fit, become incapacitated to such an extent as to render the Relevant Person unlikely ever to engage in any occupation with the Company or its Associated Bodies Corporate for which he or she is reasonably qualified by education, training or experience.

Valuer means the auditor of the Company or, where there is no auditor, an independent firm of accountants nominated by the Resolution Institute.

Trustee means a trustee appointed under Rule 15.

Vesting Condition means, in respect of an Option, any condition set out in the Invitation which must be satisfied (unless waived in accordance with the Plan) before that Option is treated as vested such that the Option can be exercised (once any Exercise Conditions, if any, have been satisfied or waived in accordance with the Invitation or this Plan).

Voting Power has the meaning given to that term in Section 9 of the Corporations Act.

1.2 Interpretation

In this Plan unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Plan;
- (b) any reference in the Plan to any enactment of the ASX Listing Rules includes a reference to that enactment or those ASX Listing Rules as from time to time amended, consolidated, re-enacted or replaced;
- (c) the singular includes the plural and vice versa;
- (d) any words denoting one gender include the other gender;
- (e) where any word or phrase is given a definite meaning in this Plan, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (f) a reference to:
 - (i) a person includes a natural person, the estate or legal personal representative of an individual, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a document includes all amendments or supplements to that document;
 - (iii) a Rule is a reference to a Rule of this Plan;
 - (iv) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
 - (v) an agreement other than this Plan includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
 - (vi) a monetary amount is in Australian dollars; and
- (g) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day.

2. PURPOSE

The purpose of the Plan is to:

- (a) assist in the reward, retention and motivation of Eligible Participants;
- (b) link the reward of Eligible Participants to performance and the creation of Shareholder value;
- (c) align the interests of Eligible Participants more closely with the interests of Shareholders by providing an opportunity for Eligible Participants or their Nominees to receive Options (or Shares) with the intention that such Options or Shares be held for the long term;
- (d) provide Eligible Participants with the opportunity to share in any future growth in value of the Company; and
- (e) provide greater incentive for Eligible Participants to focus on the Company's longer term goals.

3. COMMENCEMENT AND TERM

- (a) This Plan will commence on the date determined by resolution of the Board and will continue until terminated by the Board.
- (b) The Board may terminate the Plan at any time by resolution. Termination shall not affect the rights or obligations of a Participant or the Company which have arisen under the Plan before the date of termination and the provisions of the Plan relating to a Participant's Options shall survive termination of the Plan until fully satisfied and discharged.
- (c) Where the Company relies on the Class Order to make an Invitation under this Plan, this Plan is intended to be an 'employee incentive scheme' for the purposes of the Class Order and each Invitation and Invitation Document are intended to be an 'offer' and 'offer document' for the purposes of the Class Order such that any such offer qualifies for the disclosure and other relief provided for in the Class Order and accordingly this Plan and each Invitation Document is to be read and construed consistent with such intention.

4. INVITATION TO APPLY FOR OPTIONS

4.1 Invitation

- (a) The Board may, from time to time, in its discretion, make a written invitation to any Eligible Participant (including an Eligible Participant who has previously received an Invitation) to apply for Options, upon the terms set out in the Plan and upon such additional terms and conditions as the Board determines (**Invitation**).
- (b) In exercising that discretion as to whether to make an Invitation, the Board may have regard to the following (without limitation):
 - (i) the Eligible Participant's length of service with the Group;
 - (ii) the contribution made by the Eligible Participant to the Group;
 - (iii) the potential future contribution of the Eligible Participant to the Group; or

- (iv) any other matter the Board considers relevant.
- (c) For the avoidance of doubt, nothing in this document obliges the Company at any time to make an Invitation, or further Invitation, to any Eligible Participant.

4.2 Invitation Document

An Invitation must be made using an Invitation Document.

4.3 Personal Invitation

Subject to Rule 4.4, an Invitation is personal and is not assignable.

4.4 Nominee

- (a) Upon receipt of an Invitation, an Eligible Participant may, by notice in writing to the Board, nominate a Nominee in whose favour the Eligible Participant wishes to renounce the Invitation.
- (b) The Board may, in its discretion, resolve not to allow a renunciation of an Invitation in favour of a Nominee without giving any reason for that decision.

4.5 Minimum Contents of Invitation Document

An Invitation Document must advise the Eligible Participant of the following minimum information regarding the Options:

- (a) the maximum number of Options that the Eligible Participant may apply for, or the formula for determining the number of Options that may be applied for;
- (b) the maximum number of Shares that the Participant is entitled to be issued or transferred on the exercise of each Option or the formula for determining the maximum number of Shares;
- (c) the Option Exercise Price of any Options, or the formula for determining the Option Exercise Price;
- (d) any Vesting Conditions and Exercise Conditions;
- (e) any Restriction Period applied by this Plan or that the Board has resolved to apply to Shares issued on exercise of the Options;
- (d) the Closing Date of the Invitation;
- (e) any other terms and conditions applicable to the Options;
- (f) the Expiry Date of the Options; and
- (g) any other information required by law or, where the Company is listed on a stock exchange, the stock exchange rules, or considered by the Board to be relevant to the Options or the Shares to be issued on the exercise of the Options.

4.6 Number of Options

- (a) Subject to Rule 4.13, the number of Options to be offered to an Eligible Participant from time to time will be determined by the Board in its discretion

and in accordance with applicable law and, if applicable, stock exchange rules.

- (b) Each Option will entitle the holder to be issued or transferred one Share (or, if permitted by an Invitation at the discretion of the Board, to be paid a Cash Payment in lieu of the issue or transfer of one Share).

4.7 Consideration for issue of Options

Options issued under the Plan will be issued for no more than nominal cash consideration.

4.8 Option Exercise Price

In respect of any Invitation, the Board may determine the Option Exercise Price (if any) for an Option offered under that Invitation in its discretion.

4.9 Vesting and Exercise Conditions

An Option may be made subject to Vesting Conditions and Exercise Conditions as determined by the Board in its discretion and as specified in the Invitation for the Option. The Board may, in its discretion, in accordance with this Plan, waive or reduce any Vesting Conditions and Exercise Condition in whole or in part. For clarity, the Board may in its discretion waive or reduce any Vesting Conditions or Exercise Condition after the time specified for satisfaction of those Vesting Conditions or Exercise Conditions has passed.

4.10 Share Restriction Period

A Share acquired on exercise of an Option may be subject to a Restriction Period as determined in accordance with Rule 9 of this Plan.

4.11 Deferred Taxation

Subdivision 83A-C of the Tax Act applies to the Plan and any Options acquired under this Plan except to the extent the Plan or an Invitation provides otherwise.

4.12 Quotation of Options

Options will not be quoted on a stock exchange, except (where the Company is listed on a stock exchange) to the extent provided for by this Plan or unless the Invitation provides otherwise.

4.13 Limit on Invitations

Where the Company needs to rely on the Class Order in respect of an Invitation, the Company must have reasonable grounds to believe, when making an Invitation, that the number of Shares to be received on exercise of Options offered under an Invitation, when aggregated with the number of Shares issued or that may be issued as a result of offers made in reliance on the Class Order at any time during the previous 3 year period under an employee incentive scheme covered by the Class Order or under an ASIC exempt arrangement of a similar kind to an employee incentive scheme, will not exceed 5% of the total number of Shares on issue at the date of the Invitation.

5. ACCEPTANCE OF INVITATION

5.1 Acceptance of Invitation

An Eligible Participant (or permitted Nominee) may accept the invitation in an Invitation in whole or in part, by signing and returning an Application Form to the Company no later than the Closing Date.

5.2 Board's right to reject

- (a) The Board may accept or reject any Application Form in its discretion.
- (b) Before accepting or rejecting the Application Form, the Board may require the applicant to provide any information that the Board requests concerning the person's entitlement to lodge an Application Form under this Plan.
- (c) The Board must promptly notify an applicant if an Application Form has been rejected, in whole or in part.
- (d) For clarity, the Company will not be bound to issue any Options to an Eligible Participant (or Nominee) unless and until the Board determines to accept an Application Form.

5.3 Participant Agrees to be Bound

- (a) An Eligible Participant, by submitting an Application Form, agrees to be bound by the terms and conditions of the Invitation and the Application Form, the Plan and the Constitution of the Company, as amended from time to time.
- (b) If the Board resolves to allow a renunciation of an Invitation in favour of a Nominee, the Eligible Participant will procure that the permitted Nominee accepts the Invitation made to that Eligible Participant and that both the Eligible Participant and the Nominee agree to be bound by the terms and conditions of the Invitation and Application Form, the Plan and the Constitution of the Company, as amended from time to time.

5.4 Lapse of Invitation

To the extent an Invitation is not accepted in accordance with Rule 5.1, the Invitation will lapse on the date following the Closing Date, unless the Board determines otherwise.

6. ISSUE OF OPTIONS

6.1 Issue of Options

- (a) Subject to this Plan, once the Board has received and resolved to accept a duly signed and completed Application Form for Options, the Company must, provided the Eligible Participant to whom the Invitation was made remains an Eligible Participant at that time (and in the case of a prospective Participant, has become an Eligible Participant under (a), (b) or (c) of the definition of this term in Rule 1.1), promptly issue Options to the applicant, upon the terms set out in the Invitation, the Application Form and the Plan and upon such additional terms and conditions as the Board determines.
- (b) The Company will, within a reasonable period after the Issue Date of the Options, issue the applicant with a certificate evidencing the issue of the Options.

6.2 Approvals

The Company's obligation to issue Options is conditional on:

- (a) the issue of the Options complying with all applicable legislation, the ASX Listing Rules (if applicable), the Constitution and any applicable Shareholders' agreement; and
- (b) all necessary approvals required under any applicable legislation, ASX Listing Rules, the Constitution and any applicable Shareholders' agreement being obtained prior to the issue of the Options.

6.3 Restrictions on Transfers, Dealings and Hedging

- (a) Except as otherwise provided for by this Plan, an Invitation or as required by law, an Option issued under the Plan may only be Disposed:
 - (i) in Special Circumstances with the consent of the Board (which may be withheld in its discretion); or
 - (ii) by force of law upon death to the Participant's legal personal representative or upon bankruptcy to the Participant's trustee in bankruptcy.
- (b) Notwithstanding any other provision of this Plan, where an Option is issued in reliance on the Company satisfying the start-up company requirements in section 83A-33 of the Tax Act (**Start-up Tax Requirements**), a legal or a beneficial interest in the Option may not be Disposed of until the earlier of:
 - (i) the Relevant Person in respect of those Options ceasing to be an Eligible Participant;
 - (ii) three (3) years after the Acquisition Date of the Option;
 - (iii) a Disposal under an arrangement which meets the requirements in section 83A-130 of the Tax Act;
 - (iv) such time as the Commissioner of Taxation allows in accordance with section 83A-45(5) of the Tax Act.
- (c) A Participant must not enter into any arrangement for the purpose of hedging, or otherwise affecting their economic exposure, to their Options.
- (d) Where the Participant purports to Dispose of an Option, other than in accordance with Rules 6.3(a) or 6.3(b), or hedge an Option contrary to Rule 6.3(c), the Board may, in its discretion, determine that the Option lapses.

7. VESTING AND EXERCISE OF OPTIONS

7.1 Vesting and Exercise Conditions

- (a) Subject to Rules 7.2 and 7.3, an Option issued under the Plan will not vest and be exercisable unless the Vesting Conditions (if any) and the Exercise Conditions (if any) attaching to that Option have been satisfied, as determined by the Board acting reasonably, and the Board has notified the Participant of that fact. For clarity if an Option is not issued subject to any Vesting Conditions or Exercise Conditions, that Option is immediately exercisable.

- (b) The Board must notify a Participant in writing within 10 Business Days of becoming aware that any Vesting Condition or Exercise Condition attaching to an Option has been satisfied.

7.2 Waiver of Vesting and Exercise Condition

Notwithstanding Rule 7.1:

- (a) an Invitation may provide for a Vesting Condition to be automatically waived in specified circumstances; and
- (b) the Board may in its discretion (except to the extent otherwise provided by an Invitation) by written notice to a Participant, resolve to waive or reduce any of the Vesting Conditions and Exercise Condition applying to an Option in whole or in part, which the Board may do at any time, including after the time specified for satisfaction of the Vesting Conditions or Exercise Conditions has passed in which case Rule 7.3 applies.

7.3 Exercise of Vested Options

A Participant (or their personal legal representative where applicable) may, subject to the terms of this Plan and any Invitation, exercise any vested Option at any time after the Option has vested and any Exercise Condition has been satisfied or waived, but before the Option lapses, by providing the Company with:

- (a) the certificate for the Options or, if the certificate for the Options has been lost, mutilated or destroyed, a declaration to that effect, accompanied by an indemnity in favour of the Company against any loss, costs or expenses which might be incurred by the Company as a consequence of its relying on the declaration that the certificate has been lost, mutilated or destroyed;
- (b) a notice in the form of Schedule 3 addressed to the Company and signed by the Participant stating that the Participant exercises the Options and specifying the number of Options which are exercised;
- (c) except to the extent the Board approves the use of the Cashless Exercise Facility or the Cash Payment Facility (where available), payment to the Company in cleared funds of an amount equal to the Option Exercise Price multiplied by the number of Options which are being exercised; and
- (d) if a shareholders' agreement applies to the Company, and to the extent required by the shareholders' agreement or the Board, a duly signed binding deed (in the form provided by the Company) under which the Participant agrees to be legally bound by the shareholders' agreement in respect of the Shares to be issued to it.

7.4 Cashless Exercise Facility

- (a) Except as otherwise provided for by an Invitation, if a Participant wishes to exercise some or all of their vested Options, it may, subject to Board approval, elect to pay the Option Exercise Price by using the cashless exercise facility provided for under this Rule (**Cashless Exercise Facility**).
- (b) The Cashless Exercise Facility allows a Participant to set-off the Option Exercise Price against the number of Shares which the Participant is entitled to receive upon exercise of the Participant's Options. By using the Cashless Exercise Facility, the Participant will receive Shares to the value of the surplus after the Option Exercise Price has been set-off.

- (c) If a Participant elects to use the Cashless Exercise Facility, and its use is approved by the Board, subject to Rule 7.4(e), the Participant will be issued or transferred that number of Shares (rounded up to the nearest whole number) equal to:
 - (i) the aggregate total Market Value (as determined on the date the Options the subject of the Cashless Exercise Facility are exercised) of Shares that would otherwise be issued on exercise of the Options had all such Options been exercised for a cash Option Exercise Price;
 - (ii) less the aggregate total Option Exercise Price otherwise payable in respect of the vested Options exercised; and
 - (iii) divided by the Market Value of a Share as determined on the date the Options the subject of the Cashless Exercise Facility are exercised.
- (d) Where the Board approves the use of the Cashless Exercise Facility in respect of an Option:
 - (i) if the Company is listed on the ASX, the Market Value must be determined as at the date the applicable Option is exercised;
 - (ii) if the Company is not listed on the ASX, the Company must determine the Market Value of a Share within 40 days of the date the applicable Option is exercised.
- (e) Notwithstanding any other provision of this Plan, if the Option Exercise Price otherwise payable in respect of the Options being exercised is the same or higher than the applicable Market Value of a Share at the time of exercise, then a Participant will not be entitled to use the Cashless Exercise Facility.

8. ISSUE/TRANSFER OF SHARES OR CASH PAYMENT

8.1 Issue/transfer of Shares

Subject to compliance with Rule 7.3, and provided the Board has not determined that a Cash Payment (where available) applies, the Company will, subject to the Corporations Act, the ASX Listing Rules (if applicable), this Plan and any applicable Invitation:

- (a) within 10 Business Days of satisfaction of Rule 7.3 (and Rule 7.4 if the Cashless Exercise Facility applies), issue or transfer to the Participant the applicable number of Shares in respect of which vested Options have been exercised, together with any additional Shares an entitlement to which has arisen under Rule 12 in consequence of the exercise of the Options and despatch a share certificate or enter the Shares in the Participant's uncertificated holding, as the case may be, upon the terms set out in the Invitation, the Application Form and the Plan; and
- (b) cancel the certificate delivered pursuant to Rule 7.3 and, if any Options which have not lapsed remain unexercised, deliver to the Participant a replacement certificate reflecting the number of those Options which remain unexercised.

8.2 Cash Payment Facility

- (a) Subject to the Corporations Act, the ASX Listing Rules (if applicable) and this Plan and the terms of any Invitation, where all Vesting Conditions and

Exercise Conditions in respect of an Option have been satisfied or waived and the Invitation for that Option provided for a Cash Payment alternative, the Board may, in its discretion, within 10 Business Days of receipt of a valid notice of exercise for the vested Option, in lieu of issuing or transferring a Share to the Participant on exercise of the Option under Rule 8.1, pay the Participant or his or her personal representative (as the case may be) a Cash Payment for the Option exercised (which will be nil if the Cash Payment is a negative amount).

- (b) Where the Board has elected to use of the Cash Payment Facility in respect of an Option:
 - (i) if the Company is listed on the ASX, the Cash Payment must be determined as at the date the applicable Option is exercised; and
 - (ii) if the Company is not listed on the ASX, the Company must appoint a Valuer and procure that the Market Value in respect of a Share, and the Cash Payment in respect of the Option, are determined within 40 days of the date the applicable Option is exercised.
- (c) A vested Option automatically lapses upon payment of a Cash Payment in respect of the vested Option.

8.3 Blackout Period, Takeover Restrictions and Insider Trading

If the issue or transfer of Shares on the exercise of an Option would otherwise fall within a Blackout Period, or breach the insider trading or takeover provisions of the Corporations Act, the Company may delay the issue of the Shares until 10 Business Days following the expiration, as applicable, of the Blackout Period or the day on which the insider trading or takeover provisions no longer prevent the issue or transfer of the Shares.

8.4 Withholding

If a Participant is liable for tax, duties or other amounts in respect of their Options, and the Company is liable to make a payment to the appropriate authorities on account of that liability, unless the Participant and the Company agree otherwise, the Company must either deduct from any Cash Payment due, or issue to the Participant and arrange (as the Participant's attorney) for a nominee to sell at the current Market Value such number of Shares which would otherwise be issued and allocated to the Participant so that the net proceeds of sale (after allowing for reasonable sale costs) equal the payment the Company is required to pay to the appropriate authorities. The Company is entitled to apply such net sale proceeds to pay the appropriate authorities, with any excess net sale proceeds to be remitted to the Participant.

8.5 Rights attaching to Shares

A Participant will, from and including the issue date of Shares under this Plan, be the legal owner of the Shares issued in respect of them and will be entitled to dividends and to exercise voting rights attached to the Shares.

8.6 Share ranking

Subject to this Plan, all Shares issued under the Plan will rank equally in all respects with the Shares of the same class for the time being on issue except as regards any rights attaching to such Shares by reference to a record date prior to the date of their issue.

8.7 Quotation on ASX

- (a) If Shares of the same class as those issued under the Plan are quoted on the ASX, the Company will, subject to the ASX Listing Rules, apply to the ASX for those Shares to be quoted on ASX within the later of 10 Business Days after:
 - (i) the date the Shares are issued; and
 - (ii) the date any Restriction Period that applies to the Shares ends.
- (b) The Company will not apply for quotation of any Options on the ASX.

8.8 Sale of Shares

- (a) Subject to Rules 8.8(d) and 9 and the Company's Constitution, there will be no transfer restrictions on Shares issued or transferred under the Plan unless the sale, transfer or disposal by the Participant of the Shares issued or transferred to them on exercise of the Options (or any interest in them) would require the preparation of a disclosure document (as that term is defined in the Corporations Act).
- (b) If a disclosure document is required for the on-sale of Shares acquired under this Plan, the Participant agrees to enter into such arrangements with the Company as the Board considers appropriate to prevent the sale, transfer or disposal of the relevant Shares in a manner that would require a disclosure document to be prepared.
- (c) Where the ASX Listing Rules apply, the Company will issue, if it is eligible to do so, where required to enable Shares issued on exercise of Options to be freely tradeable on the ASX (subject to any Restriction Period), a cleansing statement under Section 708A(5) of the Corporations Act at the time Shares are issued. Where a cleansing statement is required, but cannot be issued, the Company will, if it is eligible to do so and listed on the ASX, lodge a cleansing prospectus in relation to the Shares with ASIC which complies with the requirements of the Corporations Act and allows the Shares to be freely tradeable on the ASX (subject to any Restriction Period).
- (d) A Participant must not sell, transfer or dispose of any Shares issued to them on exercise of the Options (or any interest in them) in contravention of the Corporations Act, including the insider trading and on-sale provisions, the Plan, the Constitution and any applicable Shareholders' agreement.

9. RESTRICTION ON DISPOSAL OF SHARES

9.1 Restriction Period

- (a) Subject to this Rule 9, the Board may, in its discretion, determine at any time up until an Option is exercised, that a restriction period will apply to some or all of the Shares issued or transferred to a Participant on exercise of the Option (**Restricted Shares**), up to a maximum of fifteen (15) years from the Acquisition Date of the Option (**Restriction Period**).
- (b) Notwithstanding any other provision of this Plan, where an Option is issued in reliance on the Company satisfying the Start-up Tax Requirements, a legal or beneficial interest in a Share issued or transferred on exercise of an Option may not be Disposed of until the earlier of:

- (i) the Relevant Person in respect of the Option ceasing to be an Eligible Participant;
- (ii) three (3) years after the Acquisition Date of the Option;
- (iii) a Disposal under an arrangement which meets the requirements in section 83A-130 of the Tax Act; and
- (iv) such time as the Commissioner of Taxation allows in accordance with section 83A-45(5) of the Tax Act.

9.2 Waiver of Restriction Period

Subject to this Rule 9, the Board may, in its sole discretion, having regard to the circumstances at the time, waive a Restriction Period determined pursuant to Rule 9.1.

9.3 No disposal of Restricted Shares

A Participant must not Dispose of or otherwise deal with any Shares issued to them under the Plan while they are Restricted Shares.

9.4 ASX Imposed Escrow

Where the Company is listed on the ASX, Shares are deemed to be subject to a Restriction Period to the extent necessary to comply with any escrow restrictions imposed by the ASX Listing Rules.

9.5 Enforcement of Restriction Period

- (a) The Company may implement any procedure it considers appropriate to restrict a Participant from dealing with any Shares for as long as those Shares are subject to a Restriction Period.
- (b) The Participant agrees to:
 - (i) execute a restriction agreement in relation to the Restricted Shares reflecting any Restriction Period applying to the Restricted Shares under the Plan or, where the Company becomes or is listed on the ASX, any escrow imposed by the ASX Listing Rules;
 - (ii) the Company lodging the share certificates for the Shares (where issuer sponsored) with a bank or recognised trustee to hold until the expiry of any Restriction Period applying to the Shares or until the Shares are otherwise released from restrictions (at which time the Company shall arrange for the share certificates to be provided to the Participant); and
 - (iii) where the Company becomes or is listed on the ASX, the application of a Holding Lock over Shares until any Restriction Period applying to the Shares under the Plan has expired (at which time the Company shall arrange for the Holding Lock to be removed).

9.6 Lapse of Restriction Period

When a Share ceases to be subject to a Restriction Period, all restrictions on Disposing of that Share provided in or under these Rules will cease.

10. LAPSE OF OPTIONS

10.1 Lapsing of Option

Except as otherwise provided for in an Invitation, an Option will lapse upon the earlier to occur of:

- (a) the Board, in its discretion, resolving an Option lapses as a result of an unauthorised Disposal of, or hedging of, the Option, as governed by Rule 6.3(d);
- (b) a Vesting Condition in relation to the Option is not satisfied by the due date, or becomes incapable of satisfaction, as determined by the Board acting reasonably, unless the Board exercises its discretion to waive the Vesting Condition and vest the Option under Rule 7.2, or allow the unvested Option to continue under Rule 10.1(c)(ii);
- (c) in respect of an unvested Option, a Relevant Person ceases to be an Eligible Participant, unless the Board:
 - (i) exercises its discretion to waive any Vesting Conditions and Exercise Conditions that apply to the Option under Rule 7.2; or
 - (ii) in its discretion, resolves to allow the unvested Options to remain subject to any Vesting Conditions and Exercise Conditions after the Relevant Person ceases to be an Eligible Participant (which resolution may be made before or after the Relevant Person ceases to be an Eligible Participant);
- (d) in respect of a vested Option, a Relevant Person ceases to be an Eligible Participant and the Board, in its discretion, resolves that any Exercise Conditions that apply to the Option in respect of that Relevant Person are waived and that the Option must:
 - (i) be exercised within one (1) month (or such later date as the Board determines) of the date the Relevant Person ceases to be an Eligible Participant and the Option is not exercised within that period and the Board resolves, at its discretion, that the Option lapses as a result; or;
 - (ii) be cancelled by the Company in consideration for a Cash Payment to the Participant, and a Cash Payment is made in respect of the vested Option;
- (e) upon payment of a Cash Payment in respect of the vested Option under Rule 8.2;
- (f) the Board deems that an Option lapses under Rule 10.2 (Fraud and Related Matters);
- (g) in respect of an unvested Option, a winding up resolution or order is made in respect of the Company, and the Option is not vested in accordance with Rule 7.2; and
- (h) the Expiry Date of the Option.

10.2 Fraud and Related Matters

Notwithstanding any other provision of this document, where a Relevant Person:

- (a) in the opinion of the Board, acts fraudulently or dishonestly, is grossly negligent, demonstrates serious and wilful misconduct, or causes a material adverse effect on the reputation of the Company;
- (b) has his or her employment or office terminated due to serious or wilful misconduct or otherwise for cause without notice;
- (c) Disposes of Options or Restricted Shares contrary to the provisions of this Plan or any applicable Invitation; or
- (d) becomes ineligible to hold his or her office due to Part 2D.6 of the Corporations Act,

the Board may, without limit to its other rights, by written notice to the Participant:

- (e) deem any unvested, or vested but unexercised, Options of the Participant to have lapsed:
- (f) require the Participant to do all such things necessary for the Company to buy back and cancel any Shares issued on exercise of the Participant's Options for nil consideration; and
- (g) prohibit the Participant Disposing of any Options acquired under the Plan or any Shares acquired on exercise of such Options until those Options have lapsed or Shares have been cancelled, and the Participant consents to the Company imposing a holding lock on the Shares for this purpose.

11. EXCHANGE DUE TO CHANGE OF CONTROL

If a company (**Acquiring Company**) obtains control of the Company as a result of a Change of Control and both the Company, the Acquiring Company and the Participant agree, a Participant may, in respect of any vested Options that are exercised, be provided with shares of the Acquiring Company, or its parent, in lieu of Shares, on substantially the same terms and subject to substantially the same conditions as the Shares, but with appropriate adjustments to the number and kind of shares subject to the Options.

12. PARTICIPATION RIGHTS AND REORGANISATION

12.1 Participation Rights

- (a) There are no participation rights or entitlements inherent in the Options and Participants will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options except to the extent an Invitation otherwise provides subject to, where the Company is listed on the ASX, the ASX Listing Rules.
- (b) An Option does not confer the right to a change in Option Exercise Price, except to the extent an Invitation otherwise provides subject to, where the Company is listed on the ASX, the ASX Listing Rules.
- (c) An Option does not confer the right to a change in the number of underlying Shares over which the Option can be exercised, except to the extent this Plan or an Invitation otherwise provides subject to, where the Company is listed on the ASX, the ASX Listing Rules.
- (d) A Participant who is not a Shareholder is not entitled to:

- (i) notice of, or to vote or attend at, a meeting of the Shareholders of the Company; or
- (ii) receive any dividends declared by the Company,

unless and until any Option is exercised and the Participant holds Shares that provide the right to notice and dividends.

12.2 Adjustments for Reorganisation

If, at any time, the issued capital of the Company is reorganised (including consolidation, subdivision, reduction or return), all rights of a Participant are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules (if applicable) at the time of the reorganisation.

12.3 Notice of Adjustments

Whenever the Option Exercise Price of an Option or the number of Shares to be issued on the exercise of an Option is adjusted pursuant to these Rules, the Company will give notice of the adjustment to the Participant together with calculations on which the adjustment is based.

12.4 Cumulative Adjustments

Effect will be given to Rule 12.3 in such manner that the effect of the successive applications of them is cumulative, with the intention being that the adjustments they progressively effect will reflect previous adjustments.

13. OVERRIDING RESTRICTIONS ON ISSUE AND EXERCISE

Notwithstanding the Rules or the terms of any Invitation or Option, no Option may be offered, issued, vested or exercised and no Share may be issued under the Plan to the extent to do so:

- (a) would contravene the Corporations Act, the ASX Listing Rules (if applicable) or any other applicable law; or
- (b) would contravene the local laws or customs of an Eligible Participant's country of residence or in the opinion of the Board would require actions to comply with those local laws or customs which are, in the discretion of the Board, impractical.

14. AMENDMENTS

14.1 Power to amend Plan

Subject to Rule 14.2, the Corporations Act and the ASX Listing Rules (if applicable):

- (a) the Board may, at any time, by resolution amend or add to all or any of the provisions of the Plan, an Invitation or the terms or conditions of any Option issued under the Plan; and
- (b) any amendment may be given such retrospective effect as is specified in the written instrument or resolution by which the amendment is made.

14.2 Adjustment to Option Terms

No adjustment or variation of the terms of an Option will be made by the Board without the consent of the Participant who holds the relevant Option if such adjustment or

variation would have a materially prejudicial effect upon the Participant (in respect of his or her outstanding Options), other than an adjustment or variation introduced primarily:

- (a) for the purpose of complying with or conforming to present or future State, Territory or Commonwealth legislation governing or regulating the maintenance or operation of the Plan or like plans;
- (b) to correct any manifest error or mistake;
- (c) to enable a member of the Group to comply with the Corporations Act, the ASX Listing Rules (if applicable), applicable foreign law, or a requirement, policy or practice of the ASIC or other foreign or Australian regulatory body; or
- (d) to take into consideration possible adverse taxation implications in respect of the Plan, including changes to applicable taxation legislation or the interpretation of that legislation by a court of competent jurisdiction or any rulings from taxation authorities administering such legislation.

14.3 Notice of amendment

As soon as reasonably practicable after making any amendment under Rule 14.1, the Board will give notice in writing of that amendment to any Participant affected by the amendment.

15. TRUST

15.1 Establishing Trust

- (a) The Board may, at any time, establish a trust for the sole purpose of acquiring and holding Shares in respect of Options issued under this Plan, including for the purpose of enforcing the disposal restrictions and appoint a Trustee to act as trustee of the trust.
- (b) The Board may at any time amend all or any of the provisions of this Plan to effect the establishment of a trust and the appointment of a Trustee as detailed in this Rule 15.

15.2 Appointment

- (a) Notwithstanding any other provision of this Plan, the Company may, in its discretion, determine that Shares to be issued to an Eligible Participant on exercise of an Option must be held by a Trustee on trust for the benefit of a Participant.
- (b) The Trustee must hold the Shares on trust for the benefit of the Participant in accordance with this Plan and the Invitation and any trust deed entered into for the purposes of the Plan.

15.3 Transfer of Shares

The Trustee may only transfer the Shares to the Participant (or a third party at the direction of the Participant) after the Shares have ceased to be Restricted Shares.

15.4 Voting rights

Each Participant may direct the Trustee by notice in writing as to how to exercise the voting rights attaching to Shares standing to the credit of the account of that

Participant either generally or in respect of a particular resolution. In the absence of such a direction those voting rights shall not be exercised by the Trustee.

15.5 Dividends

A Participant shall have an absolutely vested and indefeasible entitlement to dividends declared and paid by the Company on the Shares which, at the books closing date for determining entitlement to those dividends, are standing to the account of the Participant.

15.6 Unallocated Shares

The Company may, in its discretion, determine that Shares may be issued or transferred to the Trustee to hold on trust for Participants generally on an unallocated basis in accordance with this Plan and any trust deed entered into for the purposes of the Plan.

16. MISCELLANEOUS

16.1 Rights and obligations of Participant

- (a) The rights and obligations of an Eligible Participant under the terms of their office, employment or contract with a Group Company are not affected by their participating in the Plan. This Plan will not form part of, and is not incorporated into, any contract of any Eligible Participant (whether or not they are an employee of a Group Company).
- (b) No Participant will have any rights to compensation or damages in consequence of:
 - (i) the termination, for any reason, of the office, employment or other contract with a Group Company of the Participant (or, where the Participant is a Nominee of the Eligible Participant, that Eligible Participant) where those rights arise, or may arise, as a result of the Participant ceasing to have rights under the Plan as a result of such termination; or
 - (ii) the lapsing of Options or cancellation or buy back of Shares in accordance with this Plan.
- (c) Nothing in this Plan, participation in the Plan or the terms of any Option:
 - (i) affects the rights of any Group Company to terminate the employment, engagement or office of an Eligible Participant or a Participant (as the case may be);
 - (ii) affects the rights and obligations of any Eligible Participant or Participant under the terms of their employment, engagement or office with any Group Company;
 - (iii) confers any legal or equitable right on an Eligible Participant or a Participant whatsoever to take action against any Group Company in respect of their employment, engagement or office;
 - (iv) confers on an Eligible Participant or a Participant any rights to compensation or damages in consequence of the termination of their employment, engagement or office by any Group Company for any reason whatsoever including ceasing to have rights under the Plan as a result of such termination; or

- (v) confers any responsibility or liability on any Group Company or its directors, officers, employees, representatives or agents in respect of any taxation liabilities of the Eligible Participant or Participant.
- (d) If a Vesting Condition attached to an Option requires a Participant to remain an employee of a Group Company, then the Participant will be treated as having ceased to be an employee of a Group Company at such time the Participant's employer ceases to be a Group Company.
- (e) A Participant who is granted an approved leave of absence and who exercises their right to return to work under any applicable award, enterprise agreement, other agreement, statute or regulation will be treated for those purposes as not having ceased to be such an employee.

16.2 Power of the Board

- (a) The Plan is administered by the Board which has power to:
 - (i) determine appropriate procedures for administration of the Plan consistent with this Plan; and
 - (ii) delegate to any one or more persons, for such period and on such conditions as it may determine, the exercise of any of its powers or discretions arising under the Plan.
- (b) Except as otherwise expressly provided in this Plan, the Board has absolute and unfettered discretion to act, or refrain from acting, under or in connection with the Plan or any Options under the Plan and in the exercise of any power or discretion under the Plan.

16.3 Dispute or disagreement

In the event of any dispute or disagreement as to the interpretation of the Plan, or as to any question or right arising from or related to the Plan or to any Options issued under it, the decision of the Board is final and binding.

16.4 ASIC relief

- (a) Notwithstanding any other provisions of the Plan, every covenant or other provisions set out in an exemption or modification granted from time to time by ASIC in respect of the Plan pursuant to its power to exempt and modify the Corporations Act being an exemption or modification on which the Company wishes to rely and required to be included in the Plan in order for that exemption or modification to have full effect, is deemed to be contained in the Plan.
- (b) To the extent that any covenant or other provision deemed by this Rule to be contained in the Plan is inconsistent with any other provision in the Plan, the deemed covenant or other provision shall prevail.

16.5 Non-residents of Australia

- (a) The Board may adopt additional rules of the Plan applicable in any jurisdiction outside Australia under which rights offered under the Plan may be subject to additional or modified terms, having regard to any securities, exchange control or taxation laws or regulations or similar factors which may apply to the Participant or to any Group Company in relation to the rights. Any additional rule must conform to the basic principles of the Plan.

- (b) When an Option is issued under the Plan to a person who is not a resident of Australia the provisions of the Plan apply subject to such alterations or additions as the Board determines having regard to any securities, exchange control or taxation laws or regulation or similar factors which may apply to the Participant or to any Group Company in relation to the Option.

16.6 Communication

- (a) Any notice or other communication under or in connection with the Plan may be given by personal delivery or by sending the same by post or facsimile:
 - (i) in the case of a company, to its registered office;
 - (ii) in the case of an individual, to the individual's last notified address; or
 - (iii) where a Participant is a Director or employee of a Group Company, either to the Participant's last known address or to the address of the place of business at which the Participant performs the whole or substantially the whole of the duties of the Participant's office of employment.
- (b) Where a notice or other communication is given by post, it is deemed to have been received 48 hours after it was put into the post properly addressed and stamped. Where a notice or other communication is given by facsimile, it is deemed to have been received on completion of transmission. Where a notice is given by electronic transmission, the notice is taken to have been received at the time the electronic transmission is sent unless the sender receives a message that the electronic message has not been delivered.
- (c) Despite Rule 16.6(b) if any communication is received, or taken to be received under Rule 16.6(b), after 5.00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

16.7 Attorney

Each Participant:

- (a) irrevocably appoints the Company and any person nominated from time to time by the Company (each an attorney), severally, as the Participant's attorney to complete and execute any documents, including applications for Shares and Share transfers, and to do all acts or things on behalf of and in the name of the Participant which may be convenient or necessary for the purpose of enforcing a Participant's obligations, or exercising the Company's rights, under this Plan or any Invitation;
- (b) covenants that the Participant will ratify and confirm any act or thing done pursuant to this power;
- (c) except in respect of any liability caused by the Company's reckless or wilful misconduct, releases each Group Company and the attorney from any liability whatsoever arising from the exercise of the powers conferred by this Rule; and
- (d) except in respect of any losses caused by the Company's reckless or wilful misconduct, indemnifies and holds harmless each Group Company and the attorney in respect thereof.

16.8 Costs and Expenses

The Company will pay all expenses, costs and charges in relation to the establishment, implementation and administration of the Plan, including all costs incurred in or associated with the issue or purchase of Shares for the purposes of the Plan.

16.9 Adverse Tax

Where a Participant may suffer an adverse taxation consequence as a direct result of participating in the Plan that was not apparent to the Participant or the Company at the time the Participant was issued Options under the Plan, the Board may, in its discretion, agree to compensate the Participant in whole or in part.

16.10 Data protection

By lodging an Application Form, each Participant consents to the holding and processing of personal data provided by the Participant to any Group Company for all purposes relating to the operation of the Plan. These include, but are not limited to:

- (a) administering and maintaining Participants' records;
- (b) providing information to trustees of any employee benefit trust, registrars, brokers or third party administrators of the Plan;
- (c) providing information to future purchasers of the Company or the business in which the Participant works; and
- (d) transferring information about the Participant to a country or territory outside Australia.

16.11 Error in Allocation

If any Options are provided under this Plan in error or by mistake to a person (**Mistaken Recipient**) who is not the intended recipient, the Mistaken Recipient shall have no right or interest, and shall be taken never to have had any right or interest, in those Options and those Options will immediately lapse.

16.12 No fiduciary capacity

The Board may exercise any power or discretion conferred on it by this Plan in the interest or for the benefit of the Company, and in so doing the Board is not required to act in the interests of another person or as requested by another person and will not be under any fiduciary obligation to another person.

16.13 ASX Listing Rules

If, and for so long as, the Company is admitted to the ASX, the provisions of the ASX Listing Rules of the ASX will apply to the Plan, and to the extent that the Plan and the ASX Listing Rules are inconsistent, the provisions of the ASX Listing Rules will prevail.

16.14 Enforcement

This Plan, any determination of the Board made pursuant to this Plan, and the terms of any Options issued under the Plan, will be deemed to form a contract between the Company and the Participant.

16.15 Laws governing Plan

- (a) This Plan, and any Options issued under it, are governed by the laws of the State and the Commonwealth of Australia.
- (b) The Company and the Participants submit to the non-exclusive jurisdiction of the courts of the State.

SCHEDULE 1 – ACH NICKEL PLAN – INVITATION DOCUMENT TEMPLATE

[insert date]

[Name and address of Eligible Participant]

Dear [insert]

ACH NICKEL PTY LTD – INCENTIVE OPTION PLAN

The board of directors of ACH Nickel Pty Ltd (ACN 600 008 848) (**Company**) is pleased to make an invitation to you to apply for Options under its Incentive Option Plan (**Plan**) on the terms of this offer letter (**Invitation**). Terms used in this Invitation have the same meaning as used in the Plan.

This Invitation is subject to you being a person to whom the Invitation may lawfully be made under section 708 of the Corporations Act without a prospectus or other disclosure document.

The Company is pleased to advise you of the following:

- (a) this Invitation is subject to the terms and conditions of the Plan, a copy of which is attached to this Invitation;
- (b) the Company invites you to apply for the following Options under the Plan, with the following Option Exercise Price and Expiry Date, and subject to the following Vesting Conditions and Exercise Conditions:
 - (i) **Number of Options:** [insert]
 - (ii) **Option Exercise Price:** [insert]
 - (iii) **Expiry Date:** [insert] years [from the Acquisition Date]
 - (iv) **Vesting Conditions:** [insert]
 - (v) **Exercise Conditions:** [insert]
- (c) on exercise of your vested Options you (or your Nominee) will be entitled to receive one Share for every Option exercised, subject to any adjustment made in accordance with the Plan or this Invitation or, at the discretion of the Board, a Cash Payment.
- (d) the issue of Options, and Disposal of any Shares, is subject to the terms of the Plan, including the Company obtaining any approvals required under any applicable legislation, stock exchange rules and Shareholders' agreement and you remaining an Eligible Participant at the time the Options are to be issued;
- (e) the Options under the Plan will be issued to you for [nil] cash consideration;
- (f) Options, and Shares issued or transferred on exercise of Options, can only be Disposed in certain circumstances as set out in the Plan and this Invitation;

- (g) the Options you are invited to apply for under this Invitation are intended to take advantage of the Start-up Tax Requirements under the Tax Act. If those requirements are met in respect of the Options, the Options, and Shares acquired upon exercise of the Options, are not able to be Disposed until the earlier of:
- (i) you ceasing to be an Eligible Participant;
 - (ii) three (3) years after the Acquisition Date of the Options;
 - (iii) a Disposal under an arrangement which meets the requirements in section 83A-130 of the Tax Act;
 - (iv) such time as the Commissioner of Taxation allows in accordance with section 83A-45(5) of the Tax Act.
- (h) an Option will not confer on the holder the right to participate in new issues of securities by the Company unless the Option is exercised prior to the record date for the new issue;
- (i) except as provided for by this Plan or this Invitation, the holder of an Option will have no right to change the exercise price for the Option or to change the number of underlying securities over which the Option can be exercised;
- (j) in the event of a reorganisation of the capital of the Company, the Company may alter the rights of the holder of an Option to the extent necessary to comply with the Corporations Act and the ASX Listing Rules (if applicable) applying to reorganisations at the time of the reorganisation;
- (k) if and for so long as the Company is at any time listed on a stock exchange, the terms and conditions applicable to an Option will include any such terms required by the stock exchange rules (in such form as the Board acting reasonably may determine);
- (l) this Invitation remains open for actioning by you until 5pm (in the State) on October 2020 (**Closing Date**) at which time the Invitation will close and lapse. If you wish to make an application in response to this Invitation you must do so by the Closing Date;
- (m) you may apply for the Options by filling out Application Form below and returning to the Company Secretary before the Closing Date. In accordance with Rule 5.2 of the Plan, the Board may, in its discretion, reject your Application Form and not issue the Options;
- (n) you may apply for the Options to be registered in your name, or in a Nominee's name. Examples of acceptable Nominees are set out in the Plan. Please discuss this with the Company Secretary if you have any queries;
- (o) unless the Plan provides otherwise, the Shares to which you are entitled on exercise of the Options will be issued or transferred to you as soon as practicable after the exercise date, as will any Cash Payment (if applicable);
- (p) if the Company is listed on the ASX at the time an Option is exercised, the Company will apply for the Shares to be quoted on the ASX in accordance with the ASX Listing Rules;
- (q) the Shares may be subject to restrictions on disposal in accordance with the Plan in which case the Company will impose a Holding Lock with the Company's share registry and the Shares will not be able to be traded until the Holding Lock is lifted by the Company;

- (r) if the Company is listed on the ASX at the time an Option is exercised, the Company will, if it is eligible to do so, issue, where required to enable Shares issued on exercise of Options to be freely tradeable on the ASX (subject to any Restriction Period), a cleansing statement under Section 708A(5) of the Corporations Act at the time Shares are issued. Where a cleansing statement is required, but cannot be issued, the Company will have a cleansing prospectus available in relation to the Shares which complies with the requirements of the Corporations Act;
- (s) Subdivision 83A-C of the Tax Act, which enables tax deferral on Options will, where this Invitation states that the Options are intended to take advantage of the Start-up Tax Requirements, and the Start-up Tax Requirements are met, apply to Options issued to you under this Invitation;
- (t) should the Company at any time in the future convert its status to a public company and seek admission to the official list of the ASX, you agree to the imposition by the ASX of escrow restrictions on your Options and/or Shares issued on exercise of your Options, and agree to execute a restriction agreement in such form as may be required under the ASX Listing Rules and to procure that any 'controller' as defined in the ASX Listing Rules does likewise; and
- (u) you must not sell, transfer or dispose of any Shares issued to you on the exercise of Options where to do so would contravene the insider trading or on-sale provisions of the Corporations Act.

Taxation

There may be taxation implication for you in applying for Options in response to an Invitation, exercising any Options or selling any resultant Shares.

You are advised to seek independent professional advice, before deciding whether to apply for Options under the Invitation, regarding the Australian tax consequences of the acquisition of Options and the acquiring and disposing of any Shares that are issued on exercise of Options under the Plan, or the making of a Cash Payment (if applicable), according to your own particular circumstances.

To the maximum extent permitted by law, the Company, its officers and each of their respective advisers accept no liability and responsibility with respect to the taxation consequences of the acquisition of Options under the Plan or the issue or transfer of Shares or making of a Cash Payment (if applicable) upon exercise of Options.

Risk Factors

Acquiring and holding Options under the Plan, and Shares issued or transferred upon exercise of Options, are subject to certain risks including but not limited to the risk factors set out below.

You should be aware that the business, assets and operations of the Company are subject to certain risk factors that have the potential to influence the operating and financial performance of the Company in the future. These risks can impact on the value of an investment in the securities of the Company, including Options offered under the Plan, and Shares issued on exercise of the Options.

Options issued under the Plan will not be listed on the ASX and carry no voting rights or dividend rights. The Options are generally non-transferable and therefore the Options cannot be sold.

In relation to Shares issued upon exercise of the Options the subject of this Invitation, there will be a limited market for the Shares given that the Company is a proprietary limited company and its Shares are not listed on the ASX or any other stock exchange.

There are or may be restrictions on the transfer of the Shares under the Plan, this Invitation or in the Company's Constitution.

The price of the Shares may rise or fall and there is no guarantee in respect of profitability, dividends, return of capital, or the price at which the Shares may be saleable.

The value of the Shares will be subject to a range of factors beyond the control of the Company, and the Directors and officers of the Company. Such factors may include, but are not limited to:

- the demand for and availability of Shares;
- movements in domestic interest rates;
- exchange rates;
- general and domestic economic activity;
- fluctuations in the Australian and international stock markets;
- the success or otherwise of the Company's commercial activities.

There can be no guarantee that there will be an active market in the Shares. There may be relatively few potential buyers or sellers of the Shares on any stock market the Shares are listed on. This may increase the volatility of the price of the Shares. It may also affect the prevailing market price at which shareholders are able to sell their Shares. This may result in a market price being received which is less than the price that shareholders paid to acquire their Shares.

The above list of risk factors ought not to be taken as exhaustive of the risks faced by the Company or by an applicant subscribing for securities in the Company. The above factors, and others not specifically referred to above, may in the future materially affect the financial performance of the Company and the value of the Options issued under the Plan or Shares issued upon exercise of Options.

Potential applicants should consider that an investment in the Company is speculative and should consult their professional advisers before deciding whether to apply for Options under the Plan or to exercise any Options acquired under the Plan.

Disclaimer

Any advice given by the Company in relation to the Options, or underlying Shares offered under the Plan, does not take into account your objectives, financial situation and needs (including financial or taxation issues).

This Invitation and all other documents provided to you at the time of this Invitation contain general advice only and you should consider obtaining your own financial product advice from an independent person who is licensed by the Australian Securities and Investments Commission to give such advice.

Please confirm your (or your Nominee's) interest in the Invitation set out in this letter by completing the Application Form below and returning it to the Company **by no later than October 2020**.

Yours faithfully

Edmund Ainscough
Director

**For and on behalf of
ACH NICKEL PTY LTD**

Encl.

SCHEDULE 2 – OPTION PLAN APPLICATION FORM TEMPLATE

ACH Nickel Pty Ltd (ACN 600 008 848) (**Company**) has invited you (or your Nominee), by an invitation dated [insert] (**Invitation**), to apply for the issue under its Incentive Option Plan (**Plan**) of certain Options.

The entity below applies for the Options under the terms of the Invitation, this Application Form and the Plan.

| | | | |
|-------------------|-----------------|--------|--|
| Number of Options | | | |
| Applicant: | | | |
| ACN | [if applicable] | | |
| Address: | | | |
| Ph: | | Email: | |

Tax file number(s) or exemption:

In applying for the issue of Options under the Invitation, the entity below acknowledges and agrees:

- (a) that, in accordance with Rule 5.2 of the Plan, the Board may, in its discretion, reject this Application Form and not issue the Options;
- (b) to be entered on the register of Option holders of the Company as the holder of the Option applied for, and any Shares issued on the exercise of the Option;
- (c) to be bound by the terms of the Constitution of the Company and, to the extent required by the Plan, any Shareholders' agreement;
- (d) to be bound by the terms and conditions of the Plan and the Invitation;
- (e) a copy of the full terms of the Plan has been provided to it;
- (f) that, by completing this Application Form, it agrees to appoint the Company Secretary as its attorney to complete and execute any documents and do all acts on its behalf which may be convenient or necessary for the purpose of giving effect to the provisions of the Plan and the Invitation;
- (g) that any tax liability arising from the Company accepting its application for Options under the Plan or the issue or transfer of Shares or the making of a Cash Payment (if applicable) on exercise of the Options is its responsibility and not that of the Company; and
- (h) to the extent required by the terms of the Plan and the ASX Listing Rules, to enter into any necessary restriction agreement in relation to any Shares provided on the exercise of the Options and to the placing of a Holding Lock on those Shares.

Executed as a deed:

Where Participant is an individual

SIGNED SEALED AND DELIVERED by)
[INSERT NAME OF INDIVIDUAL] in the)
presence of:

Signature of witness

Signature

Name of witness

Where Participant is an Australian company

EXECUTED by **ACH NICKEL PTY LTD**)
ACN 600 008 848)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

Signature of director

Signature of director/company secretary*

Name of director

Name of director/company secretary*

*please delete as applicable

If the Company resolves to issue the Options to you or your Nominee in accordance with the Invitation and this Application Form, the Company will counter sign below and provide you with a copy for your files.

Executed as a deed

EXECUTED by)
ACH NICKEL PTY LTD)
ACN 600 008 848)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):

Signature of director

Signature of director/company secretary*

Name of director

Name of director/company secretary*

*please delete as applicable

The Company resolved to accept this Application Form on: [insert date] (being the Acquisition Date)

SCHEDULE 3 – NOTICE OF EXERCISE OF OPTIONS TEMPLATE

To: The Directors
ACH Nickel Pty Ltd

I/We _____ of

_____ being registered holder(s) of the Options to acquire fully paid ordinary shares in the Company set out on the certificate annexed to this notice, hereby exercise _____ of the abovementioned Options.

I/We:

1. except where the Option Exercise Price is nil, enclose my/our cheque for \$ _____ in payment of the Option Exercise Price due in respect of those Options calculated on the basis of \$ _____ per Option; or
2. subject to the Board first resolving that, on exercise of the Options, Shares will be issued rather than a Cash Payment being made (if applicable) and approving the use of the Cashless Exercise Facility, elect to pay for the exercise of the Options using a Cashless Exercise Facility. [Delete whichever of (1) or (2) is not applicable]

I/We authorise and direct the Company, except to the extent a Cash Payment (if applicable) is made, to register me/us as the holder(s) of the Shares to be allotted to me/us and I/we agree to accept such Shares subject to the provisions of the Constitution of the Company.

Dated: _____

Signature of Holder(s)

Note:

1. Each holder must sign.
2. An application by an Australian company must be executed in accordance with section 127 of the *Corporations Act 2001* (Cth) and, if signing for a company as a sole director/secretary – ensure “sole director/secretary” is written beside the signature.

3. Cheques should be made payable to **ACH Nickel Pty Ltd.**