

## SHARE PURCHASE PLAN DISPATCHED


Following the announcement of a Share Purchase Plan (“SPP”) on 17 June 2020, Venturex Resources (ASX: VXR, “Venturex”, “the Company”) is pleased to announce that it has dispatched its Share Purchase Plan (SPP) offer documentation to all eligible shareholders today in accordance with the details of the SPP offer announced to the ASX on 17 June 2020.

A copy of the SPP Plan offer document setting out the terms and conditions of the offer and a sample application form are attached to this announcement.

### Timing Considerations

Event	Date
Record Date (the business day prior to Venturex's announcement of the Plan)	9 June 2020
Opening Date	22 June 2020
Closing Date	6 July 2020
Issue Date (i.e. the date of issue of Shares under the SPP)	13 July 2020
Despatch of holding statements in respect of Shares issued under the SPP	14 July 2020
Date on which Shares issued under the SPP are expected to commence trading on ASX	15 July 2020

This announcement has been authorised for release to the ASX by:



Anthony Reilly  
Executive Director

### For further information, please contact:

#### Investors

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#### **About Venturex Resources Limited**

Venturex Resources Limited (ASX: VXR) is an exploration and development company with two advanced copper-zinc projects near Port Hedland in the Pilbara region of Western Australia. The two projects are the Sulphur Springs Project which includes the Sulphur Springs and Kangaroos Caves deposits, plus 27km of prospective tenements on the Panorama trend; and the Whim Creek Project, which includes the Resources at the Whim Creek, Mons Cupri and Salt Creek mines together with the Evelyn project and 18,100 ha of prospective tenements over the Whim Creek basin. The Company's focus is on securing environmental approvals and project finance for its flagship Sulphur Springs Project, paving the way for its transformation into a new mid-tier ASX-listed base metal producer in the near term. This will position it to be a long-term supplier of copper and zinc to global markets at a time when significant shortfalls are expected for both metals, especially copper.



# Venturex Resources Limited

## Share Purchase Plan

### **Share Purchase Plan – Offer**

*Eligible Shareholders have the opportunity to participate in the Plan by applying for up to \$30,000 worth of Shares without incurring brokerage, commissions, stamp duty or other transaction costs. Details of the Plan and how to participate are set out in these Terms and Conditions. Shares issued under the Plan will rank equally in all respects with all other Shares on issue as at the date of issue and will carry the same voting rights, dividend rights and other entitlements as those Shares.*

### **Share Purchase Plan – Key Dates**

<b>Event</b>	<b>Date</b>
Record Date (being the business day prior to the Company's announcement of the Plan)	9 June 2020
Opening Date	22 June 2020
Closing Date	6 July 2020
Issue Date (i.e. the date of issue of Shares under the SPP)	13 July 2020
Date on which Shares issued under the SPP are expected to commence trading on ASX	14 July 2020
Despatch of holding statements in respect of Shares issued under the SPP	15 July 2020

Note: The Company reserves the right to vary the dates and times set out above subject to the Corporations Act and other applicable laws.

# Chairman's letter

22 June 2020

Dear Shareholder,

## Venturex Share Purchase Plan

On 10 June 2020, Venturex Resources Limited ACN 122 180 205 (**Venturex** or the **Company**) announced to the Australian Securities Exchange (**ASX**) that it planned to raise up to approximately \$2.5 million from an institutional placement of fully paid ordinary shares (**Shares**) in Venturex to investors at an issue price of \$0.055 per Share (**Placement**), representing a discount of 14% to Venturex's closing Share price on ASX on Tuesday, 9 June 2020. The Placement will take place in two tranches, with the first tranche of 34,418,400 Shares expected to be issued on Wednesday, 17 June 2020 and the balance of a further 11,052,300 Shares to be issued subject to Shareholder approval at a general meeting of Shareholders to be held around mid to late July 2020.

The board of directors of Venturex (**Board**) recognises that a number of Venturex's shareholders will not have an opportunity to participate in the Placement. The Board is therefore pleased to offer 'Eligible Shareholders' of Venturex (subject to certain conditions) an opportunity to participate in Venturex's share purchase plan (**Plan** or **SPP**).

The SPP provides each Eligible Shareholder with an opportunity to apply for up to, in aggregate, \$30,000 worth of new Shares in Venturex. Participation is optional. There are no brokerage or transaction costs for participating.

Shares under the Plan are offered at \$0.055, being the same price as the Shares offered under the Placement (**Issue Price**).

The aggregate maximum number of Shares that will be issued under the Plan will not exceed 30% of Venturex's issued fully paid ordinary shares. In the event that applications from Eligible Shareholders for participation in the Plan in aggregate exceed this limit, the Board will scale back applications on a pro rata basis to the extent that the Board sees fit.

Placement participants and subscribers in this SPP will also be issued with one (1) free attaching unlisted option for every two (2) Shares subscribed for under the Placement or SPP (**Option**). The Options will be issued under a prospectus and are subject to Shareholder approval at a general meeting of the Company's shareholders to be held around mid to late July 2020. The Options, if approved by Shareholders, will be exercisable at \$0.10 on or before 15 December 2021. If shareholder approval is not obtained the Options will not be issued [and no further consideration is payable by the Company with respect to the Options]. No Options will be issued to Shareholders who do not participate in the Placement or the SPP.

Proceeds raised from the Placement and the Plan will be immediately applied to an exploration drilling programme designed to follow-up high-grade intersections from the successful 2019 Breakers drill programme (ASX release 17 July 2019 and 4 September 2019). Following the Breakers programme the Company intends to drill test a number of advanced VMS targets identified along the highly prospective Panorama VMS Trend.

Proceeds from the Placement and the Plan will also be used to advance secondary approvals for the Sulphur Springs Cu – Zn project and for general working capital.

To be eligible to participate in the SPP, you must have been a registered holder of shares in Venturex at the Record Date (5:00pm, AWST time) on 9 June 2020, and be shown on the Register to have an address in Australia or New Zealand.

If an 'Eligible Shareholder' holds shares as a 'custodian' (as that term is defined in *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547*) the SPP is also being offered to the 'custodian' and, subject to a number of conditions, the 'custodian' has the discretion to extend the offer of the SPP to the relevant beneficiaries.

The fastest and easiest way to apply and pay is by BPAY. Alternatively, you can complete and return the enclosed personalised Application Form with your Application payment.

### Timing considerations

The SPP will be undertaken in accordance with the below timetable. However, Venturex reserves the right to vary the dates and times set out below subject to the Corporations Act and other applicable laws.

Event	Date
Record Date (the business day prior to Venturex's announcement of the Plan)	9 June 2020
Opening Date	22 June 2020
Closing Date	6 July 2020
Issue Date (i.e. the date of issue of Shares under the SPP)	13 July 2020
Despatch of holding statements in respect of Shares issued under the SPP	14 July 2020
Date on which Shares issued under the SPP are expected to commence trading on ASX	15 July 2020

Please ensure that the Company's share registry, Link Share Registry Ltd (**Share Registry**) receives your payment in cleared funds by the Closing Date (5:00pm (AWST time) on 6 July 2020).

### Important information

In accordance with the enclosed terms and conditions (**Terms and Conditions**), the SPP is non-renounceable and Shares in Venturex may be issued under the SPP only to the 'Eligible Shareholder' to whom they are offered.

The offer of new Shares under the Plan is made in accordance with *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* issued by the Australian Securities and Investments Commission which grants relief from the requirement in the *Corporations Act 2001* (Cth) to issue a disclosure document for the Plan.

The accompanying documentation, including the Terms and Conditions, set out further details in relation to the SPP. I encourage you to read them carefully and in full, and to seek your own independent financial, legal and taxation advice in relation to the SPP, before making a decision on whether to participate. No cooling off regime applies to the acquisition of ordinary shares in Venturex under the SPP.

On behalf of the Board of Venturex, I thank you for your continued support.

Yours sincerely

**Anthony Kiernan**  
**Chairman**  
**Venturex Resources Limited**

# Questions and answers

Question	Answer
<b>What is the Share Purchase Plan?</b>	<p>The Plan is an opportunity for Eligible Shareholders to purchase additional Shares without brokerage, commissions or other transaction costs.</p> <p>All Shares issued to you under the Plan will rank equally with your existing fully paid Shares and will carry the same voting rights and other entitlements to receive dividends.</p>
<b>Am I eligible to participate?</b>	<p>You are eligible to participate if you fulfil the criteria set out in <b>section 2</b> of the Terms and Conditions.</p> <p>For you to be eligible to participate in the SPP, you must have been a holder of Venturex shares at 5:00pm AWST on 9 June 2020 (<b>Record Date</b>) with a registered address in Australia or New Zealand.</p> <p>Certain Eligible Shareholders who are custodians holding Shares on behalf of certain beneficiaries are also able to participate in the Plan in accordance with the Terms and Conditions.</p> <p>In applying for Shares, Eligible Shareholders must comply with the <i>ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547</i> to the extent it applies to them.</p>
<b>Do I have to participate?</b>	<p>No. Participation in the Plan is entirely voluntary.</p> <p>If you do not wish to participate in the Plan, no action is required on your part.</p> <p>Before you apply for Shares, Venturex recommends you seek independent financial advice from your stockbroker, accountant or other professional adviser, and you monitor the price of the Shares (which are quoted on the ASX website).</p> <p>This booklet does not purport to contain all of the information that you need to make an investment decision.</p>
<b>Are there any risks in participating in the Plan?</b>	<p>There are risks associated with holding Shares and participating in the Plan.</p> <p>These risks are summarised in Annexure A to the Terms and Conditions. Eligible Shareholders are encouraged to read these risks carefully before deciding to apply for Shares under the Plan.</p> <p>In addition, there is a risk that the Issue Price may differ from the market price of Shares on the day you lodge your application, or on the day the Shares are issued or allotted to you under the Plan. The market price or value of Shares is subject to market volatility.</p>
<b>Can I transfer my entitlement to participate?</b>	<p>If you are eligible to participate in the SPP, you cannot transfer your right to purchase shares under the SPP to anyone else.</p>
<b>What is the Issue Price of the Shares under the Plan</b>	<p>The issue price will be \$0.055, being the same price offered to participants in the Placement.</p>
<b>How many Shares can I apply for under the Plan?</b>	<p>If you are an Eligible Shareholder, you are entitled to contribute a set amount of \$2,000, \$5,000, \$10,000, \$15,000, \$20,000 or \$30, in applying for new Shares, regardless of the number of Shares you currently hold. These amounts may be subject to scale back.</p> <p>If you receive more than one copy of this booklet, or you hold Shares in more than one capacity (e.g. because you are both a sole and joint holder of Shares), the maximum amount you may apply to invest under the Plan in all capacities, and in aggregate, is \$30,000. <b>By applying to purchase Shares under the Plan, you certify you have not exceeded this \$30,000 limit.</b></p> <p>If the Issue Price cannot be divided into \$2,000, \$5,000, \$10,000, \$15,000, \$20,000 or \$30,000, to give a whole number of Shares, there will be rounding down of the number of Shares. By applying to purchase Shares under the Plan, you acknowledge that any remaining balance of your payment arising from any rounding down will be deemed to form part of the aggregate issue price for the Shares. You will not receive a refund for this amount which will always be less than the Issue Price of one Share.</p>

Question	Answer
<p><b>What will happen if the Plan is oversubscribed?</b></p>	<p>The aggregate maximum number of Shares that will be issued under the Plan will not exceed 30% of Venturex's issued fully paid ordinary shares. In the event that applications from Eligible Shareholders for participation in the Plan in aggregate exceed this limit, the Board will scale back applications on a pro rata basis to the extent that the Board sees fit.</p> <p>If there is a scale back, Eligible Shareholders may receive less Shares than the number of Shares for which they applied. If a scale back produces a fractional number of Shares when applied to a particular parcel, the number of Shares allocated to an Eligible Shareholder will be rounded down to the nearest whole number of Shares.</p> <p>In the event of a scale back, the difference between the application monies received, and the number of Shares allocated to you under the SPP multiplied by the Issue Price, will be refunded to you, without interest, as soon as reasonably practicable following allocation.</p>
<p><b>How do I apply?</b></p>	<p>To apply for shares under the SPP you can either:</p> <p><b>Option 1 – Payment by BPAY®</b></p> <p>For Eligible Shareholders with an Australian bank account, you may apply for Shares under the SPP by making a BPAY® payment on the internet or by telephone by using the personalised customer reference number shown on your Application Form which is required to identify your holding. New Zealand holders will not be able to make a payment using BPAY®.</p> <p>If you are paying for Shares via BPAY® you do not need to return your Application Form, but are taken to make the certifications and representations described in these Terms and Conditions and the Application Form. However, Custodians applying for Beneficiaries must still complete and return a Custodian Certificate.</p> <p>Payment must be received by no later than the Closing Date. You should be aware that your own financial institution may implement earlier cut-off times with regard to electronic payment, and you should therefore take this into consideration when making payment. It is your responsibility to ensure that funds submitted through BPAY® are received by the Closing Date.</p> <p>You will not be able to withdraw or revoke your Application once you have made a payment by BPAY® or sent us the completed Application Form.</p> <p><b>Option 2 - Payment by cheque, bank draft or money order</b></p> <p>If you are paying for Shares by cheque, bank draft or money order, please complete and return your Application Form, together with your cheque, bank draft or money order for \$2,000, \$5,000, \$10,000, \$15,000, \$20,000 or \$30,000 by no later than the Closing Date (5.00pm (AWST) on 6 July 2020), to:</p> <p>Venturex Resources Limited  C/- Link Market Services Limited  GPO Box 3560  Sydney NSW 2001</p> <p>Cheques, bank drafts and money orders must be made payable in Australian dollars to Venturex Resources Limited, crossed 'Not Negotiable' and must be drawn on an Australian bank. Cash is not accepted.</p> <p>Payment will be processed on the day of receipt and as such, sufficient cleared funds must be held in your account, as cheques, bank drafts and money orders received may not be re-presented and may result in your application being rejected.</p>
<p><b>Can I apply for Shares under the Plan if my Shares are held by a custodian, trustee or nominee?</b></p>	<p>If you are beneficiary of Shares held by a custodian, trustee or nominee, and you reside in Australia or New Zealand, you may be eligible to participate in the Plan through your custodian, subject to the requirements set out in <b>section 3.2</b> of the Terms and Conditions.</p>

Question	Answer
<b>How long is the Plan open for?</b>	<p>The Plan opens at 9.00am (AWST) on 22 June 2020 and closes at 5.00pm (AWST) on 6 July 2020.</p> <p>If you want to participate you should ensure that Link Market Services receives payment in cleared funds by no later than 5.00pm (AWST) on 6 July 2020 (the Closing Date for the Plan).</p>
<b>Do I have a guaranteed allocation of Shares under the Plan?</b>	<p>No.</p> <p>Venturex reserves the right (at its absolute discretion) to scale back applications under the Plan.</p> <p>The aggregate maximum number of Shares that will be issued under the Plan will not exceed 30% of Venturex's issued fully paid ordinary shares. In the event that applications from Eligible Shareholders for participation in the Plan in aggregate exceed this limit, the Board will scale back applications on a pro rata basis to the extent that the Board sees fit.</p> <p>If there is a scale back, Eligible Shareholders may receive less Shares than the number of Shares for which they applied. If a scale back produces a fractional number of Shares when applied to a particular parcel, the number of Shares allocated to an Eligible Shareholder will be rounded down to the nearest whole number of Shares.</p> <p>In the event of a scale back, the difference between the application monies received, and the number of Shares allocated to you under the SPP multiplied by the Issue Price, will be refunded to you, without interest, as soon as reasonably practicable following allocation.</p> <p>If this happens, you may be allocated fewer Shares than the Parcel of Shares for which you applied, and you will be refunded the difference in the application amount (without interest payable on funds prior to your refund).</p>
<b>What is the market price of Shares?</b>	<p>The market price of Venturex Shares can be found on the Venturex website at <a href="https://www.venturexresources.com/">https://www.venturexresources.com/</a> or the ASX website using the stock code VXR.</p>
<b>What will funds raised under the Plan be used for?</b>	<p>Proceeds raised from the Plan will be immediately applied to an exploration drilling programme designed to follow-up high-grade intersections from the successful 2019 Breakers drill programme (ASX release 17 July 2019 and 4 September 2019). Following the Breakers programme the Company intends to drill test a number of advanced VMS targets identified along the highly prospective Panorama VMS Trend.</p> <p>Proceeds from the Placement and the Plan will also be used to advance secondary approvals for the Sulphur Springs Cu – Zn project and for general working capital.</p>
<b>Further assistance</b>	<p>If you have any questions in relation to the Plan please call your stockbroker, accountant or other professional advisor. If you require information on how to complete the Application Form please contact Venturex Resources Limited Offer Information Line (Link Market Services) on 1300 554 474 between 8.30 am and 5.30 pm (AWST), Monday to Friday while the SPP remains open for acceptance.</p>

# Terms and conditions

## 1. Establishment

The Plan is established pursuant to *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* and in accordance with ASIC Regulatory Guide 125 and the ASX Listing Rules. *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* grants relief from the requirement to prepare a prospectus for the offer of Shares under the Plan, subject to the satisfaction of certain conditions.

## 2. Participation

The Board may make offers under the Plan to all persons who, as at the Record Date, are Eligible Shareholders.

You are eligible to participate in the SPP (an **Eligible Shareholder**) if you were a registered holder of Shares at the Record Date (5.00pm (AWST) on 9 June 2020) with a registered address in Australia or New Zealand (as shown on Venturex's share register) unless:

- (a) you hold shares on behalf of another person who resides outside Australia in which case you will not be eligible to participate in respect of the Shares of that person unless participation complies with all applicable foreign laws; or
- (b) you are, or are acting for the account or benefit of, a U.S. Person as defined in Regulation S under the US Securities Act of 1933, as amended (**U.S. Person**).

The Company has determined that it is not practical for a holder of Shares with a registered address (as shown on Venturex's share register) in any jurisdiction other than Australia or New Zealand to participate in the SPP. No offer is made to persons who are not Eligible Shareholders.

In applying for Shares, Eligible Shareholders must comply with the *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* to the extent it applies to them.

Participation in the SPP by Eligible Shareholders is optional and is subject to these Terms and Conditions.

## 3. SPP

### 3.1 Nature of SPP

The SPP is non-renounceable and Shares may be issued under the Plan only to the Eligible Shareholder to whom they are offered.

The SPP will be offered on the same terms and conditions to each Eligible Shareholder. For the avoidance of doubt, all Eligible Shareholders will receive the same offer, irrespective of the number of Shares which they hold on the Record Date.

### 3.2 Plan participation rules

The following rules apply to participation by Eligible Shareholders.

#### Single holders

Unless a holder is a Custodian, each Eligible Shareholder is entitled to apply under the SPP to purchase a Parcel of Shares valued at \$2,000, \$5,000, \$10,000, \$15,000, \$20,000 or \$30, (irrespective of whether the holder receives multiple offer documents under the Plan, for example, due to multiple registered sole or joint holdings), subject to the holder certifying that the total of the application price for the following does not exceed \$30,000:

- (a) the Shares the subject of the application; and



- (b) any other Shares which the holder has instructed a Custodian to acquire on their behalf under the Plan.

By completing and submitting an application for Shares under the SPP, a holder certifies the above.

### **Joint holders**

Unless a holder is a Custodian, if an Eligible Shareholder is recorded with one or more other persons as a joint holder of Shares, that joint holding is considered to be a single registered holding for the purpose of the Plan and certifications or representations given by a joint holder are taken to have been given by all joint holders. Joint holders are only entitled to participate in the SPP in respect of that single holding. If the same joint holders receive more than one offer document under the Plan due to multiple identical holdings, the joint holders may only apply for one maximum amount of \$30,000 worth of Shares.

### **Custodians**

If an Eligible Shareholder holds Shares as a Custodian, the SPP offer is made to the Custodian and, subject to a number of conditions, the Custodian has the discretion to extend the SPP to the Beneficiaries. The Custodian may apply for up to a maximum amount of \$30,000 worth of Shares in respect of each Beneficiary, however, Venturex will not allocate Shares under the SPP to the Custodian unless the Custodian certifies the matters set out in paragraph 8(3) of *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* in a Custodian Certificate, which it will need to provide to Link Market Services in conjunction with its application.

Custodians wishing to participate in the SPP on behalf of one or more Beneficiaries should contact Venturex Resources Limited Offer Information Line (Link Market Services) on 1300 554. to obtain further information on how to apply and how to obtain a Custodian Certificate. If a Custodian holds Shares jointly on behalf of two or more Beneficiaries, the \$30,000 limit applies jointly in relation to those Beneficiaries as if the Custodian held the Shares on behalf of a single person.

To the extent that a Custodian holds Shares on behalf of a Beneficiary resident outside of Australia and which is not a U.S. Person, it is the responsibility of the Custodian to ensure that any acceptance complies with all applicable foreign laws.

A Custodian must not participate in the Plan if their participation in the Plan would breach *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547*.

## **3.3 Other terms**

The SPP opens at 9.00am (AWST) on 22 June 2020. Under the SPP you may apply for shares up to a maximum of \$30,000 (subject to scale back as described in section 7 below).

The SPP offer will be made subject to any other terms and conditions that the Board thinks fit.

## **4. Issue Price**

The issue price is \$0.055, being the same price as the Shares offered under the Placement (**Issue Price**).

The Issue Price represents a 11% discount to the volume weighted average market price (**VWAP**) of the Company's shares on the ASX during the 5 trading days immediately prior to the announcement date of the SPP (being 10 June 2020). The VWAP of Shares traded on the ASX during the 5 trading days immediately prior to the announcement date of the SPP was \$0.062.

***Important Note: There is a risk that the Issue Price may differ from the market price of Shares on the day you lodge your application, or on the day the Shares are issued or allotted to you under the Plan. The market price or value of Shares is subject to market volatility. No cooling-off regime applies in relation to the application for or acquisition of Shares under the Plan.***

The Company recommends that you monitor the Share price and any Venturex announcements, which can be found on Venturex's website at <https://www.venturexresources.com/> or on ASX's website at [www.asx.com.au](http://www.asx.com.au).

## 5. Costs of Participation

No brokerage, commissions, stamp duty or other transaction costs will be payable by Eligible Shareholders in respect of the application for, and issue of, Shares under the Plan.

## 6. Acceptance of SPP offer

### 6.1 Payment method

If you wish to participate in the SPP, you need to do one of the following:

#### **Option 1 – Payment by BPAY®**

For Eligible Shareholders with an Australian bank account, you may apply for Shares under the SPP by making a BPAY® payment on the internet or by telephone by using the personalised customer reference number shown on your Application Form which is required to identify your holding. New Zealand holders will not be able to make a payment using BPAY®.

If you are paying for Shares via BPAY® you do not need to return your Application Form, but are taken to make the certifications and representations described in these Terms and Conditions and the Application Form. However, Custodians applying for Beneficiaries must still complete and return a Custodian Certificate.

Payment must be received by no later than the Closing Date. You should be aware that your own financial institution may implement earlier cut-off times with regard to electronic payment, and you should therefore take this into consideration when making payment. It is your responsibility to ensure that funds submitted through BPAY® are received by the Closing Date.

#### **Option 2 – Payment by cheque, bank draft or money order**

If you are paying for Shares by cheque, bank draft or money order, please complete and return your Application Form, together with your cheque, bank draft or money order for \$2,000, \$5,000, \$10,000, \$15,000, \$20,000 or \$30,000 by no later than the Closing Date (5.00pm (AWST) on 6 July 2020), to:

Venturex Resources Limited  
C/- Link Market Services Limited  
GPO Box 3560  
Sydney NSW 2001

Cheques, bank drafts and money orders must be made payable in Australian dollars to Venturex Resources Limited, crossed 'Not Negotiable' and must be drawn on an Australian bank. Cash is not accepted.

Payment will be processed on the day of receipt and as such, sufficient cleared funds must be held in your account, as cheques, bank drafts and money orders received may not be re-presented and may result in your application being rejected.

### 6.2 Further information

For the avoidance of doubt, Application Forms must be received by the Closing Date. Applications received after that time will not be accepted.

If you have more than one holding of Shares and consequently receive more than one Application Form, when applying for Shares in respect of one of those shareholdings you must only use the customer reference number specific to that shareholding as set out in the relevant Application Form. Do not use the same customer reference number for more than one of your shareholdings. This can result in your application monies being applied to your application in respect of only one of your shareholdings (with the result that any application in respect of your remaining shareholdings will not be recognised as valid).

If an Eligible Shareholder subscribes for an amount which is not exactly divisible by the Issue Price, in calculating the number of Shares to be issued, all fractional entitlements will be rounded down to the nearest whole number of Shares. The Company will not refund any resulting small excess in subscription monies (i.e. less than the issue price of one Share) which will be deemed to form part of the aggregate issue price for the Shares.

### **6.3 Board discretion**

Notwithstanding any other provision of these Terms and Conditions, the Board may, at its absolute discretion, accept, reject, correct or amend your application for Shares under the SPP, including, without limitation, if:

- (a) the Application Form is incomplete, incorrectly filled out or accompanied by a cheque, bank draft or money order which is not paid in full on first presentation;
- (b) the BPAY® payment received in respect of your application is for less than the full, requisite amount; or
- (c) the Board is not reasonably satisfied that you are an Eligible Shareholder.

## **7. Scale back**

The aggregate maximum number of Shares that will be issued under the Plan will not exceed 30% of Venturex's issued fully paid ordinary shares. In the event that applications from Eligible Shareholders for participation in the Plan in aggregate exceed this limit, the Board will scale back applications on a pro rata basis to the extent that the Board sees fit.

If there is a scale back, Eligible Shareholders may receive less Shares than the number of Shares for which they applied. If a scale back produces a fractional number of Shares when applied to a particular parcel, the number of Shares allocated to an Eligible Shareholder will be rounded down to the nearest whole number of Shares.

In the event of a scale back, the difference between the application monies received, and the number of Shares allocated to you under the SPP multiplied by the Issue Price, will be refunded to you, without interest, as soon as reasonably practicable following allocation.

## **8. Issue of Shares**

The Company intends to issue Shares pursuant to the SPP on the Issue Date (13 July 2020).

All Shares issued under the Plan will rank equally in all respects with all other Shares on issue as at the date of issue and will carry the same voting rights, dividend rights and other entitlements as those Shares.

The Company will apply for Shares issued under the Plan to be quoted on ASX. It is expected that they will be quoted on ASX shortly after the Issue Date.

The Company will, within the period required by the ASX Listing Rules, send Eligible Shareholders, whose application has been accepted by the Board, a holding statement in respect of any Shares issued to them under the Plan.

## 9. Shortfall

The Company reserves its right to place any shortfall under the Plan at a price not less than the Issue Price in accordance with its share issue capacity under the ASX Listing Rules.

## 10. Key Risks

There are a number of general and specific risks which may affect the future operating and financial performance and financial position of the Company along with the trading price of the Shares and dividends (if any) paid on them in the future. These risks are summarised in Annexure A to the Terms and Conditions. Eligible Shareholders are encouraged to read these risks carefully before deciding to apply for Shares under the Plan.

These risks are associated with an investment in Shares but are not an exhaustive list. As a Shareholder, you will continue to be exposed to such risks. There may also be additional risks and uncertainties not currently known which may have an adverse effect on Venturex's business and the value of the Shares. Where possible, the Company will seek to minimise its exposure to, and mitigate the effects of, these risks. However, certain risks relate to matters that are outside the control of the Company, and there can be no assurance that any steps that the Company takes will successfully protect it from any particular risk.

The risks identified in Annexure A do not take into account the investment objectives, financial situation, tax position or other circumstances of any particular Shareholder. Shareholders should have regard to their own investment objectives and financial circumstances and seek professional advice from their legal, financial or other independent adviser before determining whether or not to participate in the Plan.

## 11. Acknowledgements

If you apply to participate in the SPP by submitting a BPAY® payment or completing and returning the Application Form, you will be deemed to have represented on behalf of each person on whose account you are acting that:

- (a) you acknowledge that you are, and each person on whose account you are acting is, an Eligible Shareholder;
- (b) you agree that your application is made on, and you agree to be bound by, these Terms and Conditions and the terms and conditions set out in the Application Form and Venturex's constitution;
- (c) you declare that all details and statements in your Application Form are true and complete and not misleading;
- (d) your application is irrevocable and unconditional;
- (e) the Company may in its sole and absolute discretion scale back any application and/or participation in the Plan to the extent and in the manner as set out in section 7 of these Terms and Conditions;
- (f) if there is a scale back (as described in section 7 of these Terms and Conditions) you may receive less than the number of Shares for which you have applied;
- (g) if your application results in a fractional number of Shares, the number of Shares you will be allotted (subject to the other terms of the SPP, including in relation to any scale back) will be rounded down to the nearest whole number of Shares;
- (h) the Shares have not been, and will not be, registered under the US Securities Act of 1933, as amended (**US Securities Act**) or the securities laws of any state or other jurisdictions in the United States, or in any other jurisdiction outside Australia or New Zealand and accordingly, the Shares may not be offered, sold or otherwise transferred except in

- accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and any other applicable securities laws;
- (i) you have not and will not send any materials relating to the SPP to any person in the United States or that is, or is acting for the account or benefit of a U.S. Person;
  - (j) that the total of the application price for the following does not exceed \$30,000:
    - (i) the Shares the subject of the application; and
    - (ii) any other Shares which the holder has instructed a Custodian to acquire on their behalf under the Plan;
  - (k) you are in compliance with all relevant laws and regulations (including, without limitation, section 1043A of the Corporations Act 2001 (Cth) (insider trading) and laws and regulations designed to restrict terrorism financing and/or money laundering);
  - (l) you are not a 'designated person' or 'designated entity' (or other like term) for the purpose of any domestic or international law or regulation implementing United Nations sanctions; and
  - (m) you acknowledge that the market price of Shares may change between the date of the SPP and the date on which Shares are issued pursuant to the Plan; and that the price you pay per Share pursuant to the SPP may exceed the market price of the Shares at the time the Shares are issued, or otherwise allocated, to you under the SPP.

## 12. Miscellaneous

### 12.1 Amendment, suspension and termination of the Plan

The Board may, in its discretion, amend, suspend or terminate the Plan at any time and adopt any administrative procedures it thinks appropriate in relation to the Plan. The Company will notify ASX of any amendment, suspension or termination of the Plan, but failure to do so will not invalidate the amendment, suspension or termination.

Without limiting any other provision of these Terms and Conditions, the Board may vary the timetable for the SPP, including the Closing Date.

The Company may issue to any person fewer Shares than subscribed for under the Plan (or none at all), including, if the Company believes that the issue of those Shares would contravene any law (in any jurisdiction) or the rules of any financial market on which Shares are quoted, or if the Company undertakes a scale back of applications received under the Plan as set out in section 7 of these Terms and Conditions.

### 12.2 Administration and Dispute Resolution

The Company's principal objective in administering the Plan is to facilitate participation consistent with compliance with *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* and all applicable laws and efficient administrative practices. The Board may adopt any administrative procedures it thinks appropriate (from time to time) in relation to the Plan.

The Company may settle, in any manner it thinks fit, any difficulties, anomalies or disputes which may arise under or in connection with the operation of the Plan, whether generally or in relation to any participant or class of participants, offer, application or Shares, and the decision of the Company shall be conclusive and binding on all participants and other persons to whom the determination relates.

The Company reserves the right to waive compliance with any provision of these Terms and Conditions.

### 12.3 Notices

Notices and statements to Eligible Shareholders may be given in any manner determined by the Board from time to time.

### 12.4 Privacy

- (a) Chapter 2C of the Corporations Act requires information about Shareholders (including name, address and details of the shares held) to be included in Venturex's public register. If a Shareholder ceases to be a Shareholder, Chapter 2C of the Corporations Act requires this information to be retained in Venturex's public register. These statutory obligations are not altered by the Privacy Act 1988 (Cth) as amended.
- (b) The Company may collect personal information to process your application and implement the Plan, and to administer your shareholding.
- (c) The personal information contained on the Venturex register is also used to facilitate payments and corporate communications (including financial results, annual reports and other information to be communicated to Shareholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act.
- (d) The personal information Venturex collects may include your name, address, other contact details, bank account details and details of your Venturex shareholdings.
- (e) Shareholders who are individuals and the other individuals in respect of whom personal information is collected, as outlined above, have certain rights to access, correct or update the personal information held about them, subject to some exceptions allowed by law. Such individuals should contact Link Market Services on 1300 554 474 if they wish to request access to that personal information. Reasons will be given if access is denied.
- (f) Your personal information may be disclosed to joint investors, registry, to securities brokers, to third party service providers (including print and mail service providers, technology providers, and professional advisers), and to ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Taxation Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom Venturex will disclose your personal information may be located overseas.
- (g) The main consequence of not providing the personal information outlined in clauses 12.4(a) to 12.4(d) above would be that Venturex may be hindered in, or prevented from, processing your application, and from conducting and implementing the Plan.
- (h) Link Market Services privacy policy is available on their website: [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au).

### 12.5 No U.S. Securities Act Registration

This document may not be released or distributed in any country other than Australia and New Zealand. This document does not constitute an offer to sell, or a solicitation of an offer to buy, securities in any other country.

In particular, this document does not constitute an offer to sell, or the solicitation of an offer to buy, securities in the United States. The Shares have not been and will not be registered under the US Securities Act, or the securities laws of any state or other jurisdiction of the United States and may not be directly or indirectly, offered, sold or resold to:

- (a) a U.S. Person or a person acting for the account or benefit of a U.S. Person; or
- (b) a person within the United States or a person acting for the account or benefit of a person within the United States.

Because of these legal restrictions, and consistent with the representations contained in these Terms and Conditions and the Application Form, you must not:

- (a) send copies of these Terms and Conditions or any other material relating to the SPP to any person in the United States or who is, or is acting for the account or benefit of, U.S. Persons; or
- (b) submit an Application Form or make payment by BPAY® or otherwise for Shares for any person in the United States or who is, or is acting for the account or benefit of, U.S. Persons.

## 12.6 New Zealand Shareholders

This document has not been registered, filed with or approved by any New Zealand regulatory authority under the Financial Markets Conduct Act 2013 (the **FMC Act**).

The Shares are not being offered to the public within New Zealand other than to existing shareholders of the Company with registered addresses in New Zealand to whom the offer of these securities is being made in reliance on the FMC Act and the Financial Markets Conduct (Incidental Offers) Exemption Notice 2016.

Other than under the Plan, the Shares may only be offered or sold in New Zealand (or allotted with a view to being offered for sale in New Zealand) to a person who:

- (a) is an investment business within the meaning of clause 37 of Schedule 1 of the FMC Act;
- (b) meets the investment activity criteria specified in clause 38 of Schedule 1 of the FMC Act;
- (c) is large within the meaning of clause 39 of Schedule 1 of the FMC Act;
- (d) is a government agency within the meaning of clause 40 of Schedule 1 of the FMC Act; or
- (e) is an eligible investor within the meaning of clause 41 of Schedule 1 of the FMC Act.

## 12.7 No Financial Product Advice

The Company is not licensed to provide financial product advice in relation to the Shares issued under the Plan or any other financial products. No cooling off regime applies in respect of the acquisition of Shares under the Plan (whether the regime is provided for by law or otherwise). Eligible Shareholders should obtain their own advice on whether or not to participate in the Plan.

## 12.8 Governing law

The SPP is governed by the law in force in Western Australia. By accepting the SPP offer, you submit to the non-exclusive jurisdiction of the courts of Western Australia.

## 13. Glossary

Capitalised terms in these Terms and Conditions have the meaning set out below unless the context otherwise requires.

<b>Application Form</b>	means the personalised application form enclosed with these Terms and Conditions.
<b>ASIC</b>	means the Australian Securities and Investments Commission.
<b>ASX</b>	means ASX Limited or its financial market, the Australian Securities Exchange, as the context requires.
<b>ASX Listing Rules</b>	means the listing rules of ASX as they are amended from time to time.
<b>AWST</b>	means Australian Western Standard Time.
<b>Beneficiary</b>	means a person who resides in Australia or New Zealand for whom a Custodian (being an Eligible Shareholder) held Shares on behalf of on the Record Date, and who is not, or is not acting for the account or benefit of, a U.S. Person.
<b>Board</b>	means the board of directors of Venturex from time to time.
<b>Company or Venturex</b>	means Venturex Resources Limited, ACN 122 180 205 (ASX:VXR).
<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (Cth).

<b>Custodian</b>	has the meaning given to that term in paragraph 4 of <i>ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547</i> .
<b>Custodian Certificate</b>	means a certificate complying with paragraph 8(3) of <i>ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547</i> .
<b>Eligible Shareholder</b>	has the meaning given to that term in section 2 of these Terms and Conditions.
<b>Dollars or \$</b>	means Australian dollars.
<b>Issue Price</b>	has the meaning given to that term in section 4 of these Terms and Conditions.
<b>Link Market Services</b>	means Link Market Services Limited ACN 083 214 537, Venturex's share registry.
<b>Options</b>	means the one (1) free attaching unlisted option to be issued for every two (2) Shares subscribed for under the Placemnet or Offer. The Options will be issued under a prospectus and not pursuant to this Plan and are subject to Shareholder approval at a general meeting of the Company's shareholders to be held around mid to late July 2020. The Options, if approved by Shareholders, will be exercisable at \$0.10 on or before 15 December 2021. If shareholder approval is not obtained the Options will not be issued and no further compensation will be payable by the Company.
<b>Parcel</b>	A parcel of Shares in respect of an amount of \$2,000, \$5,000, \$10,000, \$15,000, \$20,000 or \$30,000 at the Issue Price.
<b>Placement</b>	means the placement of Shares to institutional investors announced to ASX on 10 June 2020.
<b>Placement Price</b>	means the issue price paid by institutional investors under the Placement, being \$0.055 per share.
<b>Plan or SPP</b>	means the share purchase plan which is the subject of these Terms and Conditions.
<b>Share</b>	means a fully paid ordinary share in the capital of Venturex.
<b>Share Registry</b>	means the Company's share registry, Link Share Registry Ltd.
<b>Shareholder</b>	means a holder of one or more Shares.
<b>Terms and Conditions</b>	means these terms and conditions.
<b>U.S. Person</b>	has the meaning given in section 2 of these Terms and Conditions.



# Annexure A – Investment risks

Potential investors should be aware that there are risks associated with investing in the Company. Certain risks are beyond the control of the Company and its directors and management and may have a material impact on the Company's future operating and financial performance, and/or the financial position of the Company, its prospects and/or the value of the Shares. Some of the key risks associated with an investment in the Company are described as follows.

Investment risks	
<b>General risk factors</b>	<p>Prospective investors should also consider the following risks which apply to all investments in shares:</p> <ul style="list-style-type: none"> <li>• investment risks, such as changes in the Company's own assessment of the economics of developing its assets or the market perception of the value of the Company's assets and shares;</li> <li>• Share market and liquidity risks involved in the listing and trading of shares on the ASX; and</li> <li>• Economic factors including the effect on the market price of shares of movements in equities markets, commodity prices, currency fluctuations and interest rates, and local and global political and economic conditions; and</li> <li>•</li> </ul>
<b>Additional Requirements for Capital</b>	<ul style="list-style-type: none"> <li>• Should the funds raised be insufficient to fulfil the Company's planned short term expenditure requirements, the Company may have an immediate requirement to raise further funds;</li> <li>• The Company's capital requirements depend on numerous factors. Depending on the Company's ability to generate income from its operations, the Company may require further financing in addition to amounts raised under the capital raising; and</li> <li>• Any additional equity financing will dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities. If the Company is unable to obtain additional financing as needed, it may be required to reduce the scope of its operations and scale back its exploration programmes as the case may be.</li> </ul>
<b>Costs associated with mining in the Pilbara region of Western Australia</b>	<ul style="list-style-type: none"> <li>• High labour, energy and transport costs have made mining projects in the Pilbara region of Western Australia expensive to develop. The Company's Australian Projects are located in this region and accordingly, higher than usual costs of exploration, development and mining are expected to impose a significant burden on the Company's capital expenditure requirements.</li> </ul>
<b>COVID-19</b>	<ul style="list-style-type: none"> <li>• The global economic outlook is highly uncertain due to the current COVID-19 pandemic. The COVID-19 pandemic is having a significant impact on global capital markets.</li> <li>• The COVID-19 pandemic may impact the Company's operations or cashflow and may affect the supply of materials and limit the availability of appropriate workers required for the Company to progress the development of its Sulphur Springs Project.</li> </ul>
<b>Regulatory Risks</b>	<ul style="list-style-type: none"> <li>• The Company's exploration and development activities are subject to extensive laws and regulations relating to numerous matters including resource licence consent, conditions including environmental compliance and rehabilitation, taxation, employee relations, health and worker safety, waste disposal, protection of the environment, native title and heritage matters, protection of endangered and protected species and other matters;</li> <li>• The Company requires permits from regulatory authorities to authorise the Company's operations. These permits relate to exploration, development, production and rehabilitation activities; and</li> <li>• Obtaining necessary permits can be a time consuming process and there is a risk that Company will not obtain these permits on acceptable terms, in a timely manner or at all. The costs and delays associated with obtaining necessary permits and complying with these permits and applicable laws and regulations could materially delay or restrict the Company from proceeding with the development of a project or the operation or development of a mine. Any failure to comply with applicable laws and regulations or permits, even if inadvertent, could result in material fines,</li> </ul>

Investment risks	
	penalties or other liabilities. In extreme cases, failure could result in suspension of the Company's activities or forfeiture of one or more of the Tenements.
<b>Development of projects</b>	<ul style="list-style-type: none"> <li>• The Company's 100% Sulphur Springs Project is in development, and potential investors should understand that development of mineral projects is a high-risk undertaking;</li> <li>• The Company's future development activities may be affected by a range of factors including geological conditions, limitations on activities due to seasonal weather patterns, unanticipated operational and technical difficulties, industrial and environmental accidents, native title process, changing government regulations and many other factors beyond the Company's control;</li> <li>• The Company's success will also depend upon the Company having access to sufficient development capital, being able to maintain title to its tenements and obtaining all required approvals for its activities; and</li> <li>• The Company's development costs are based on certain assumptions with respect to the method and timing of development. By their nature, these estimates and assumptions are subject to significant uncertainties and, accordingly, the actual costs may materially differ from these estimates and assumptions. Accordingly, no assurance can be given that the cost estimates and the underlying assumptions will be realised in practice, which may materially and adversely affect the Company's viability.</li> </ul>
<b>Copper / Zinc price volatility</b>	<ul style="list-style-type: none"> <li>• If the Company achieves success leading to copper/zinc production, the Company's financial performance will be sensitive to the spot copper/zinc price. Copper/zinc prices are affected by numerous factors and events that are beyond the Company's control. These factors and events include general economic activity, world demand, forward selling activity, copper/zinc reserve movements at central banks, costs of production by other copper/zinc producers and other matters such as inflationary expectations, interest rates, currency exchange rates (particularly the strength of the US dollar) as well as general global economic conditions and political trends; and</li> <li>• If copper/zinc prices should fall below or remain below the Company's costs of production for any sustained period due to these or other factors and events, the Company's exploration and production could be delayed or even abandoned. A delay in exploration or production or the abandonment of one or more of the Company's projects may require the Company to write-down its copper/zinc reserves and may have a material adverse effect on the Company's production, earnings and financial position.</li> </ul>
<b>Copper / Zinc operating and development risks</b>	<ul style="list-style-type: none"> <li>• The Company's ability to achieve production, development, operating cost and capital expenditure estimates on a timely basis cannot be assured. The business of copper/zinc mining involves many risks and may be impacted by factors including ore tonnes, yield, input prices (some of which are unpredictable and outside the Company's control), overall availability of free cash to fund continuing development activities, labour force disruptions, cost overruns, changes in the regulatory environment and other unforeseen contingencies. Other risks also exist such as environmental hazards (including discharge of pollutants or hazardous chemicals), industrial accidents and occupational and health hazards. Such occurrences could result in damage to, or destruction of, production facilities, personal injury or death, environmental damage, delays in mining, increased production costs and other monetary losses and possible legal liability to the owner or operator of the mine. The Company may become subject to liability for pollution or other hazards against which it has not insured or cannot insure, including those in respect of past mining activities for which it was not responsible; and</li> <li>• The risks outlined above also mean that there can be no assurances as to the future development of a mining operation in relation to any of the Company's projects or which the Company may acquire in the future.</li> </ul>

**SRN/HIN:**

**Reference Number:**

**Record Date:** Tuesday, 9 June 2020

**Offer Opens:** Monday, 22 June 2020

<b>Offer Closes</b> <b>5:00pm (WST):</b>	<b>Monday, 6 July 2020</b>
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## SHARE PURCHASE PLAN ("SPP") APPLICATION FORM

### How do I apply for Shares under this offer?


- Carefully read the SPP Terms and Conditions accompanying this form.
- Decide on the amount you wish to apply for.
- Pay for the Shares in accordance with the instructions outlined in the Terms and Conditions Booklet and further important instructions on the reverse of this form.
  - Option 1: Paying by BPAY®.
  - Option 2: Paying by Cheque, Bank Draft or Money Order.
- Payments must be in Australian dollars.

### PAYMENT OPTIONS

#### Option 1: Paying by BPAY®

If paying by BPAY®, you do **NOT** need to complete or return the Acceptance Slip attached to this Application Form below. Payment must be received by the Registry by BPAY® by 5:00pm (WST) on Monday, 6 July 2020. By paying by BPAY®, you will be deemed to have completed an Application Form for the number of Shares the subject of your Application Payment.

If you make a payment by BPAY® and Venturex Resources Limited receives an amount which is not equal to either A\$2,000, A\$5,000, A\$10,000, A\$15,000, A\$20,000 or A\$30,000, Venturex Resources Limited may round down the dollar amount of Shares that you are applying for to the next lowest parcel at their discretion. Your payment must be for a minimum of A\$2,000.

	<b>Billers Code:</b> [XXXXXX]
	<b>Ref:</b>

#### Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: www.bpay.com.au  
© Registered to BPAY Pty Ltd ABN 69 079 137 518

#### Option 2: Paying by Cheque, Bank Draft or Money Order

If paying by cheque, bank draft or money order, complete and return the Acceptance Slip attached to this Application Form with your Application Payment.

- Tick the box beside the amount you wish to apply for, either A\$2,000, A\$5,000, A\$10,000, A\$15,000, A\$20,000 or A\$30,000.
- Enter your cheque, bank draft or money order details. The amount of your Application Payment should be equal to the amount applied for in section A of the Acceptance Slip. Cheques, bank drafts or money orders must be drawn on an Australian branch of a financial institution in Australian currency, made payable to "Venturex Resources Limited" and crossed "Not Negotiable". Please ensure sufficient cleared funds are held in your account, as your cheque will be banked as soon as it is received. If you provide a cheque, bank draft or money order for an amount that is not equal to either A\$2,000, A\$5,000, A\$10,000, A\$15,000, A\$20,000 or A\$30,000, Venturex Resources Limited may round down the dollar amount of Shares that you are applying for to the next lowest parcel at their discretion. Your payment must be for a minimum of A\$2,000.
- Enter your contact telephone number at which we may contact you regarding your application for Shares, if necessary.

**THIS IS A PERSONALISED FORM FOR THE SOLE USE OF THE SHAREHOLDER AND HOLDING RECORDED ABOVE.**

*Please detach and enclose with payment*

**SRN/HIN:**

**Reference Number:**



**A** I/we wish to purchase a parcel of Shares to the dollar amount of (tick one box only):

A\$2,000 OR 
  A\$5,000 OR 
  A\$10,000 OR 
  A\$15,000 OR 
  A\$20,000 OR 
  A\$30,000

**B** Make your cheque, bank draft or money order payable to "Venturex Resources Limited" and crossed "Not Negotiable"

Drawer	Cheque Number	BSB Number	Account Number	Amount of Cheque
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	A\$ <input type="text"/> .00

**C** Telephone Number – Business Hours      Telephone Number – After Hours      Contact Name

<input type="text"/>	<input type="text"/>	<input type="text"/>
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## IMPORTANT INFORMATION

1. This is an important document which requires your immediate attention. If you are in any doubt as to how to deal with this Application Form, please consult a professional adviser.
2. If you do not wish to purchase additional Shares under this SPP, there is no need to take action.
3. Please ensure you have read and understood the SPP Terms and Conditions and this Important Information, before you make the Application Payment by BPAY® or you submit your Acceptance Slip with your Application Payment.
4. This SPP is non-renounceable. Applications can only be accepted in the name printed on the Application Form.
5. If you are a custodian, trustee or nominee within the definition of “custodian” in ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 you must complete and submit an additional Schedule that contains additional certifications and details that must be provided (“the Schedule”) before your Application will be received. The Schedule can be obtained by contacting the Venturex Resources Limited SPP Offer Information Line. Applications received by custodians that are not accompanied by the Schedule will be rejected.
6. For applicants that are not required to complete the Schedule, by submitting the Acceptance Slip (with a cheque, bank draft or money order) or making payment by BPAY®, you certify that the aggregate of the Application Payment paid by you for:
  - the parcel of New Shares indicated on this Application Form or BPAY® payment; and
  - any other Shares applied for by you, or which you have instructed a Custodian to acquire on your behalf under the SPP or any other similar arrangement in the 12 months prior to the date of submission of the Acceptance Slip or payment by BPAY® does not exceed A\$30,000.
7. Venturex Resources Limited reserves the right to make amendments to this Application Form where appropriate.
8. Applicants are not assured of receiving the Shares for which they have applied as Venturex Resources Limited may scaleback applications in its discretion.

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### How to Lodge your Acceptance Slip and Application Payment

A reply paid envelope is enclosed for you to return your Acceptance Slip and Application Payment. No postage stamp is required if it is posted in Australia.

Acceptance Slip and the payment for New Shares must be received by the Registry no later than the closing date shown overleaf. If paying by BPAY® you do not need to complete or return the Application Form. You should check the processing cut off-time for BPAY® transactions with your bank, credit union or building society to ensure your payment will be received by the Registry by the close of the offer.

#### Mailing Address

Venturex Resources Limited  
C/- Link Market Services Limited  
GPO Box 3560  
Sydney NSW 2001

Make sure you send your Acceptance Slip and Application Payment allowing enough time for mail delivery, so Link Market Services Limited receives them no later than 5:00pm (WST) on Monday, 6 July 2020. Please ensure sufficient cleared funds are held in your account, as your cheque will be banked as soon as it is received. Venturex Resources Limited reserves the right not to process any Acceptance Slips and Application Payments received after the Closing Date.

If you require information on how to complete this Acceptance Slip please contact the Venturex Resources Limited SPP Offer Information Line on 1300 554 474 if calling within Australia or +61 1300 554 474 if calling from outside of Australia.