

Incentive Performance Rights Plan

Orexplre Technologies Limited ACN 645 505 406

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1. Definitions and interpretation

Definitions

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

- Application Form** means the Application Form by which an Eligible Participant or Nominee (as applicable) applies for Performance Rights in accordance with an Invitation, in substantially the same form as set out in Schedule 2 of Annexure A or as otherwise approved by the Company from time to time.
- ASIC** means the Australian Securities and Investments Commission.
- Associate** has the meaning given to that term in section 12 of the Corporations Act.
- Associated Body Corporate** has the meaning given to that term in the Class Order.
- ASX** means the ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange operated by that entity, as appropriate.
- 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 a day on which banks are open for general banking business in Western Australia, excluding Saturdays, Sundays and public holidays in Western Australia.
- Change of Control** means:
- (a) where members of the Company approve any compromise or arrangement for the purpose of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other body corporate or bodies corporate (other than a scheme that does not involve a change in the ultimate beneficial ownership of the Company), which will, upon becoming effective, result in any person (either alone or together with its Associates) owning more than fifty per cent (50%) of Issued Capital;
 - (b) where a person becomes the legal or the beneficial owner of, or has a Relevant Interest in, more than fifty per cent (50%) of Issued Capital;
 - (c) where a person becomes entitled to acquire, hold or has

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an equitable interest in more than fifty per cent (50%) of Issued Capital; and

- (d) where a Takeover Bid is made to acquire more than fifty per cent (50%) of Issued Capital (or such lesser number of Shares that when combined with the Shares that the bidder (together with its Associates) already owns will amount to more than 50% of Issued Capital) and the Takeover Bid becomes unconditional and the bidder (together with its Associates) has a Relevant Interest in more than 50% of Issued Capital,

but, for the avoidance of doubt, does not include any internal reorganisation of the structure, business and/or assets of the Group.

Class Order	means ASIC Class Order [CO 14/1000] which provides relief for employee incentive scheme offers from disclosure, licensing, advertising, hawking and on-sale in relation to listed bodies, as amended or replaced.
Closing Date	means the date on which an Invitation is stated to close.
Company	means Orexplora Technologies Limited (ACN 645 505 406).
Corporations Act	means the <i>Corporations Act 2001</i> (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).
Eligible Participant	means: <ul style="list-style-type: none"> (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 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, (e) who is declared by the Board to be eligible to receive grants of Performance Rights under the Plan.
Expiry Date	means, in respect of a Performance Right, the 'expiry date' specified in the Invitation, being the date on which the Performance Right lapses (if it has not already otherwise lapsed in accordance with the Plan).
Grant Date	means, in relation to a Performance Right, the date on which

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the Performance Right is granted.

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 Listing Rules.
Invitation	means an invitation made to an Eligible Participant to apply for one or more Performance Rights under the Plan as set out in an Invitation Letter.
Invitation Letter	means an invitation letter in substantially the same form as set out in Annexure A, or such other form as approved by the Board from time to time consistent with the Corporations Act and, if applicable, the Class Order.
Issued Capital	means issued Shares from time to time.
Listing Rules	means the official Listing Rules of the ASX as they apply to the Company from time to time.
Marketable Parcel	has the meaning given to that term in the Listing Rules.
Nominee	<p>means a nominee of an Eligible Participant that is one of the following:</p> <ul style="list-style-type: none"> (a) an immediate family member of the Eligible Participant (being a spouse or biological or legally adopted child of at least 18 years of age) or, subject to Board approval, a trustee of an Eligible Participant's family trust whose beneficiaries are limited to the Eligible Participant and/or the Eligible Participant's immediate family members; or (b) a company whose members comprise no persons other than the Eligible Participant or immediate family members of the participant, <p>provided that the nominee is not a trustee of a self-managed superannuation fund (within the meaning of the <i>Superannuation Industry (Supervision) Act 1993</i>).</p>
Participant	means an Eligible Participant to whom Performance Rights have been granted under the Plan or, if Rule 4.4 applies, a Nominee of the Eligible Participant to whom Performance Rights have been granted under the Plan.
Performance Right	means a right to acquire a Share, subject to satisfaction of any Vesting Conditions, and the corresponding obligation of the Company to provide the Share, under a binding contract made by the Company and an Eligible Participant in the manner set out in this Plan.
Plan	means the plan as set out in this document, subject to any

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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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (a) in respect of an Eligible Participant, that person; and (b) in respect of a Nominee of an Eligible Participant, that Eligible Participant.
Restriction Period	means the period during which a Share issued on the exercise of a Performance Right cannot be transferred or otherwise dealt with in accordance with Rule 9.
Restricted Shares	means Shares issued on the exercise of a Performance Right granted under the Plan that the Board has determined are subject to a Restriction Period.
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.
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: <ul style="list-style-type: none"> (a) a Relevant Person ceasing to be an Eligible Participant due to: <ul style="list-style-type: none"> (i) death or Total or Permanent Disability of a Relevant Person; or (ii) Retirement or Redundancy of a Relevant

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Person;

- (b) a Relevant Person suffering Severe Financial Hardship;
- (c) any other circumstance stated to constitute "Special Circumstances" in the terms of the relevant Invitation made to and accepted by the Participant; or
- (d) any other circumstances determined by the Board at any time (whether before or after the Invitation) and notified to the relevant Participant which circumstances may relate to the Participant, a class of Participant, including the Participant or particular circumstances or class of circumstances applying to the Participant.

Takeover Bid	means a takeover bid (as defined in the Corporations Act) to acquire Shares.
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.
Vesting Condition	means, in respect of a Performance Right, any condition set out in the Invitation which must be satisfied (unless waived in accordance with the Plan) before that Performance Right can be exercised or any other restriction on exercise of that Performance Right specified in the Invitation or in this Plan.
Voting Power	has the meaning given to that term in section 9 of the Corporations Act.
WST	means Western Standard Time, as observed in Perth, Western Australia.

1.1 Interpretations

In this Plan unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Plan;
- (b) the singular includes the plural and vice versa;
- (c) any words denoting one gender include the other gender;
- (d) a reference to "including" (or any similar term) is not to be construed as implying any limitation;
- (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;

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- (f) a reference to:
- (i) a person includes a natural person, 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) any enactment of the Listing Rules includes a reference to that enactment or those Listing Rules as from time to time amended, consolidated, re-enacted or replaced;
 - (vi) an agreement other than this Plan includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
 - (vii) a monetary amount is in Australian dollars; and
 - (viii) 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 to receive Shares;
- (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

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Plan before the date of termination and the provisions of the Plan relating to a Participant's Performance Rights shall survive termination of the Plan until fully satisfied and discharged.

4. Invitation for Performance Rights

4.1 Invitation

- (a) The Board may, from time to time, in its absolute discretion, make a written invitation to any Eligible Participant (including an Eligible Participant who has previously received an Invitation) to apply for up to a specified number of Performance Rights, 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, the Board may have regard to the following (without limitation):
 - (i) the contribution made by the Eligible Participant to the Group;
 - (ii) the potential contribution of the Eligible Participant to the Group;
 - (iii) the Eligible Participant's length of service with the Group; and
 - (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 Letter

An Invitation must be made using an Invitation Letter.

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 Letter

An Invitation Letter must advise the Eligible Participant of the following minimum information regarding the Performance Rights:

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- (a) the maximum number of Performance Rights that the Eligible Participant may apply for, or the formula for determining the number of Performance Rights that may be applied for;
- (b) the maximum number of Shares that the Participant is entitled to be issued on the exercise of each Performance Right or the formula for determining the maximum number of Shares;
- (c) any applicable Vesting Conditions;
- (d) when unvested Performance Rights will expire (**Expiry Date**);
- (e) the date by which an Invitation must be accepted (**Closing Date**); and
- (f) any other information required by law or the Listing Rules or considered by the Board to be relevant to the Performance Rights or the Shares to be issued on the exercise of the Performance Rights.

4.6 **Number of Performance Rights**

- (a) Subject to Rule 4.7, the number of Performance Rights 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 the Listing Rules.
- (b) Each Performance Right will entitle the holder to subscribe for and be allotted one Share unless the Invitation otherwise provides.

4.7 **Limit on Invitations made in reliance on the Class Order**

The Company must have reasonable grounds to believe, when making an Invitation in reliance on the Class Order, that the number of Shares to be received on exercise of Performance Rights offered under an Invitation, when aggregated with the number of Shares issued or that may be issued as a result of Invitations made in reliance on the Class Order at any time during the previous 3 year period under:

- (a) an employee incentive scheme covered by the Class Order; or
- (b) an ASIC exempt arrangement of a similar kind to an employee incentive scheme,

but disregarding any offer made or securities issued in the capital of the Company by way of or as a result of:

- (c) an offer to a person situated at the time of receipt of the offer outside Australia;
- (d) an offer that did not need disclosure to investors because of section 708 of the Corporations Act (exempts the requirement for a disclosure document for the issue of securities in certain circumstances to investors who are deemed to have sufficient investment knowledge to make informed decisions, including professional investors, sophisticated investors and senior managers of the Company); or
- (e) an offer made under a disclosure document,

will not exceed 5% (or such other maximum permitted by the Class Order) of the total number of Shares on issue at the date of the Invitation.

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4.8 **No consideration**

Performance Rights granted under the Plan will be issued for nil cash consideration.

4.9 **Vesting Conditions**

A Performance Right may be made subject to Vesting Conditions as determined by the Board in its discretion and as specified in the Invitation for the Performance Right.

4.10 **Share Restriction Period**

A Share issued on exercise of a Performance Right may be subject to a Restriction Period as determined by the Board in accordance with Rule 9 of this Plan.

4.11 **Deferred taxation**

Subdivision 83A-C of the *Income Tax Assessment Act 1997* applies to the Plan except to the extent an Invitation provides otherwise.

4.12 **Quotation of Performance Rights**

Performance Rights will not be quoted on the ASX, except to the extent provided for by this Plan or unless the Invitation provides otherwise.

5. **Acceptance of Invitation**

5.1 **Acceptance of Invitation**

Upon receipt of an Invitation, an Eligible Participant (or permitted Nominee) may apply for Performance Rights the subject of the 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 absolute 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.

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.

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- (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 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. Grant of Performance Rights

6.1 Grant of Performance Rights

- (a) Subject to Rule 6.2, once the Board has received and accepted a duly signed and completed Application Form for Performance Rights, the Company must, provided the Eligible Participant to whom the Invitation was made remains an Eligible Participant, promptly grant Performance Rights 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 Grant Date of the Performance Rights, issue the applicant with a certificate evidencing the grant of the Performance Rights.

6.2 Approvals

The Company's obligation to grant Performance Rights is conditional on:

- (a) the grant of the Performance Rights complying with all applicable legislation and the Listing Rules; and
- (b) all necessary approvals required under any applicable legislation and the Listing Rules being obtained prior to the grant of the Performance Rights.

6.3 Certificate and register

- (a) Following the grant of a Performance Right, the Company will issue to the Participant a certificate evidencing the grant of the Performance Right.
- (b) Each Performance Right granted under these Rules will be registered in the appropriate register of the Company.

6.4 Restrictions on transfers, dealings and hedging

- (a) A Performance Right granted under the Plan is non-transferable and cannot be encumbered.

- (b) A Participant must not enter into any arrangement for the purpose of hedging, or otherwise affecting their economic exposure, to their Performance Rights.
- (c) Where the Participant purports to transfer, assign, mortgage, charge or otherwise dispose or encumber a Performance Right, other than in accordance with Rule 6.4(a), or hedge a Performance Right contrary to Rule 6.4(b), the Performance Right immediately lapses.

7. Vesting and exercise of Performance Rights

7.1 Vesting Conditions

- (a) Subject to Rules 7.2 and 7.3, a Performance Right granted under the Plan will not vest and be exercisable unless the Vesting Conditions (if any) attaching to that Performance Right have been satisfied and the Board has notified the Participant of that fact.
- (b) The Board must notify a Participant in writing within 10 Business Days of becoming aware that any Vesting Condition attaching to a Performance Right has been satisfied.

7.2 Vesting Condition exceptions - good leaver, winding up and Change of Control

Notwithstanding Rule 7.1:

- (a) the Board may in its absolute discretion, resolve to waive any of the Vesting Conditions applying to Performance Rights due to:
 - (i) Special Circumstances (which includes "good leaver" circumstances) arising in relation to a Relevant Person in respect of those Performance Rights; or
 - (ii) the Company passing a resolution for voluntary winding up, or an order is made for the compulsory winding up of the Company; and
- (b) upon the occurrence of a Change of Control, the Vesting Conditions (if any) applying to Performance Rights are deemed to be automatically waived,

in which case Rule 7.3 applies.

7.3 Exercise on vesting

A Participant (or their personal legal representative where applicable) may exercise any vested Performance Right at any time after the Board notifies them that the Performance Right has vested and before it lapses by providing the Company with:

- (a) the certificate for the Performance Rights or, if the certificate for the Performance Rights 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; and
- (b) a notice in substantially the same form as set out in Schedule 3 of Annexure A (or as otherwise approved by the Company from time to time) addressed to the Company and

signed by the Participant stating that the Participant exercises the Performance Rights and specifying the number of Performance Rights which are exercised.

7.4 One or several parcels

Performance Rights may be exercised in one or more parcels of any size, provided that the number of Shares issued upon exercise of the number of Performance Rights in any parcel is not less than a Marketable Parcel.

8. Issue of Shares

8.1 Issue of Shares

If the items specified in Rule 7.3 are delivered in accordance with that Rule, the Company will, subject to the Corporations Act, the Listing Rules, this Plan and the Invitation:

- (a) within 10 Business Days of delivery of the documents referred to in Rule 7.3 issue to the Participant the Shares credited as being fully paid in respect of which the Performance Rights are exercised, together with any additional Shares an entitlement to which has arisen under Rule 12 in consequence of the exercise of the Performance Rights; and
- (b) cancel the certificate delivered pursuant to Rule 7.3 and, if any Performance Rights which have not lapsed remain unexercised, deliver to the Participant a replacement certificate reflecting the number of those Performance Rights which remain unexercised.

8.2 Blackout Period, takeover restrictions and insider trading

If the issue of Shares on exercise of a Performance Right 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 of the Shares.

8.3 Withholding

If a Participant is liable for tax, duties or other amounts on the vesting or exercise of their Performance Rights, 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 issue and sell such number of Shares which would otherwise be issued and allocated to the Participant so that the net proceeds of sale equal the payment the Company is required to pay to the appropriate authorities.

8.4 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.

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8.5 Share ranking

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.

8.6 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 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 Performance Rights on the ASX.

8.7 Sale of Shares

- (a) Subject to Rule 9 (Restriction on dealing in Shares), there will be no transfer restrictions on Shares issued under the Plan unless the sale, transfer or disposal by the Participant of the Shares issued to them on exercise of the Performance Rights (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, 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) The Company will issue, where required to enable Shares issued on exercise of Performance Rights 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 prospectus available in relation to the Shares which complies with the requirements of the Corporations Act.

9. Restriction on dealing in Shares

9.1 Restriction Period

The Board may, in its discretion, determine at any time up until exercise of Performance Rights, that a restriction period will apply to some or all of the Shares issued to a Participant on exercise of those Performance Rights (**Restricted Shares**), up to a maximum of seven (7) years from the Grant Date of the Performance Rights (**Restriction Period**).

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9.2 Waiver of Restriction Period

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 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 an ASX restriction agreement in relation to the Shares reflecting any Restriction Period applying to the Shares under the Plan;
 - (ii) the Company lodging the share certificates for 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) 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).

10. Lapse of Performance Rights

10.1 Lapsing of Performance Right

A Performance Right will lapse upon the earlier to occur of:

- (a) an unauthorised dealing in, or hedging of, the Performance Right occurring, as governed by Rule 6.4(c);
- (b) a Vesting Condition in relation to the Performance Right is not satisfied by the due date, or becomes incapable of satisfaction, as determined by the Board in its absolute discretion, unless the Board exercises its discretion to vest the Performance Right under Rule 7.2 (Vesting Condition exceptions) or Rule 10.1(c)(ii) applies;
- (c) in respect of unvested Performance Rights only, a Relevant Person ceases to be an Eligible Participant, unless the Board:
 - (i) exercises its discretion to vest the Performance Right under Rule 7.2 (Vesting Condition exceptions); or

- (ii) in its absolute discretion, resolves to allow the unvested Performance Rights to remain unvested after the Relevant Person ceases to be an Eligible Participant;
- (d) in respect of vested Performance Rights only, a Relevant Person ceases to be an Eligible Participant and the Performance Right granted in respect of that Relevant Person is not 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;
- (e) the Board deems that a Performance Right lapses due to fraud, dishonesty or other improper behaviour of the holder/Eligible Participant under Rule 10.2 (Fraud and Related Matters);
- (f) a winding up resolution or order is made, and the Board does not exercise its discretion to vest the Performance Right in accordance with Rule 7.2 (Vesting Condition exceptions); and
- (g) the Expiry Date of the Performance Right.

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; or
- (c) becomes ineligible to hold his or her office due to Part 2D.6 of the Corporations Act,

the Board may, by written notice to the Participant, deem any unvested, or vested but unexercised, Performance Rights of the Participant to have lapsed or require the Participant to do all such things necessary to cancel any Shares issued on exercise of the Participant's Performance Rights.

10.3 Voluntary forfeiture

A Participant may by written notice to the Company voluntarily forfeit their Performance Rights for no consideration.

10.4 Application of Part 2D.2 Division 2 of the Corporations Act

- (a) This clause 10.4 applies to all termination payments to which Part 2D.2 Division 2 of the Corporations Act applies.
- (b) Notwithstanding any other provision of the Plan, in the absence of Shareholder approval, the Company is not required to provide, or procure the provision, of any benefit under this Plan which is not permitted by Part 2D.2 Division 2 of the Corporations Act. The Company may seek or not seek Shareholder approval at its discretion.

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- (c) Any benefits required to be provided to a Participant in accordance with this Plan will, by operation of this clause, be reduced to ensure compliance with Part 2D.2 of the Corporations Act and the provision of such reduced benefit shall constitute full satisfaction of the obligations of each member of the Group. In the event of overpayment to a Participant, the Participant must, on receiving written notice from the Board, immediately repay any monies or benefits specified in such notice to ensure compliance with Part 2D.2 of the Corporations Act.

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 and the Acquiring Company agree, a Participant may, in respect of any vested Performance Rights 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 Performance Rights.

12. Participation rights and reorganisation

12.1 Participation Rights

- (a) There are no participating rights or entitlements inherent in the Performance Rights and Participants will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Rights without exercising the Performance Right.
- (b) A Performance Right does not confer the right to a change in the number of underlying Shares over which the Performance Right can be exercised.
- (c) 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 Performance Right is exercised and the Participant holds Shares that provide the right to notice and dividends.

12.2 Adjustment 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 Listing Rules at the time of the reorganisation.

12.3 Notice of adjustments

Whenever the number of Shares to be issued on the exercise of a Performance Right is adjusted pursuant to these Rules, the Company will give notice of the adjustment to the Participant and ASX 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 Performance Right, no Performance Right may be offered, granted or exercised and no Share may be issued under the Plan if to do so:

- (a) would contravene the Corporations Act, the Listing Rules 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 impractical.

14. Amendments

14.1 Power to amend Plan

Subject to Rule 14.2, the Corporations Act and the Listing Rules:

- (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 Performance Right granted 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 Performance Right terms or Plan

No adjustment or variation of the terms of a Performance Right or this Plan will be made without the consent of the Participant who holds the relevant Performance Right if such adjustment or variation would have a materially prejudicial effect upon the Participant (in respect of his or her outstanding Performance Rights), 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 Listing Rules, applicable foreign law, or a requirement, policy or practice of the ASIC or other foreign or Australian regulatory body;
- (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; or
- (e) to ensure that the Plan is consistent with the terms of any trust established pursuant to Rule 15. In any event, if this Plan is inconsistent with the terms of any such trust, the terms of the trust shall prevail to the extent of the inconsistency.

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

- (a) The Board may, at any time, establish a trust for the sole purpose of acquiring and holding Shares in respect of which a Participant may exercise, or has exercised, vested Performance Rights, including for the purpose of enforcing the disposal restrictions and appoint a trustee to act as trustee of the trust. For the avoidance of doubt, the Board may do all things necessary for the establishment, administration, operation and funding of such a trust.
- (b) The trustee will hold the Shares as trustee for and on behalf of a Participant as beneficial owner upon the terms of the trust.
- (c) 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.

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 are 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

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- (ii) the lapsing of Performance Rights in accordance with this Plan.
- (c) Nothing in this Plan, participation in the Plan or the terms of any Performance Right:
 - (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, trustee or any of their 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 a Performance Right 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 before the exercise of a Performance Right under the Plan 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 Performance Rights under the Plan and in the exercise of any power or discretion under the Plan.

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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 Performance Rights granted 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 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 a Performance Right is granted 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 Performance Right.

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 email:
 - (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 email, it is deemed to have been received at the time the electronic transmission is sent.

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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 giving effect to the provisions of this Plan;
- (b) covenants that the Participant will ratify and confirm any act or thing done pursuant to this power;
- (c) releases each Group Company and the attorney from any liability whatsoever arising from the exercise of the powers conferred by this Rule; and
- (d) 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 Performance Rights under the Plan, the Board may, in its absolute 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 Performance Rights 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

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right or interest, and shall be taken never to have had any right or interest, in those Performance Rights and those Performance Rights 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 Inconsistencies

- (a) This Plan and the offering and granting of any Performance Rights under the Plan are subject to the Constitution and the Corporations Act. In the event of any inconsistency between this Plan and the Constitution or the Corporations Act, the terms of the Constitution or the Corporations Act will prevail.
- (b) While the Company remains admitted to the ASX, the provisions of the Listing Rules of the ASX will apply to the Plan, and to the extent that the Plan and the Listing Rules are inconsistent, the provisions of the Listing Rules will prevail.

16.14 Enforcement

This Plan, any determination of the Board made pursuant to this Plan, and the terms of any Performance Rights granted 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 Performance Rights issued under it, are governed by the laws of Western Australia and the Commonwealth of Australia.
- (b) The Company and the Participants submit to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought in connection with the Plan.

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Annexure A Template Invitation Letter

[insert date]

[Name and address of Eligible Participant]

Dear [insert]

Orexlore Technologies Limited – Performance Rights Plan

1. Introduction

The board of directors of Orexlore Technologies Limited (ACN [insert]) (**Company**) is pleased to invite you to participate in its Incentive Performance Rights Plan (**Plan**).

The objectives of the Plan are to:

- (a) assist in the reward, retention and motivation of employees and directors;
- (b) link the reward of employees and directors to shareholder value creation; and
- (c) align the interests of employees and directors with shareholders of the Company and its related entities by providing an opportunity to employees and directors to receive an equity interest in the Company in the form of securities.

Enclosed at Annexure A is a copy of the Plan. Terms used in this invitation letter (**Invitation**) have the same meaning as used in the Plan.

We strongly recommend you read the terms and conditions of the Invitation set out below and the Plan carefully before accepting the Invitation.

You should read this letter and the enclosed documentation carefully and retain them in a safe place for future reference. Please note that any advice given to you by the Company (or any person on behalf of the Company) in relation to the Plan, whether in the documents provided to you or otherwise, is general advice only and does not take into account your objectives, financial situation and needs. 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. This letter is an invitation only. You will not have any rights whatsoever under the Plan unless and until the Board grants performance rights to you (or your Nominee) under the Plan.

2. Invitation

The Company hereby invites you to apply for the following performance rights (**Performance Rights**) under the Plan on the terms and conditions set out in this Invitation and Schedule 1 (**Terms**):

Tranche	Number of Performance Rights	Vesting Conditions

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Tranche	Number of Performance Rights	Vesting Conditions
1	[insert]	[insert]
2	[insert]	[insert]

The grant of the Performance Rights is subject to the terms of the Plan, including the Company obtaining any necessary Shareholder approval/s and you remaining an Eligible Participant at the time the Performance Rights are to be granted and (subject to a number of exceptions), exercised and converted into Shares.

In the event of any inconsistency between the Plan and the Terms, the Terms will apply to the extent of the inconsistency. Please refer to Schedule 1 for further terms and conditions of the Performance Rights.

3. Vesting and exercise of Performance Rights

The Performance Rights will vest on the date the Vesting Condition relating to those Performance Rights has been satisfied. The Company will notify you in writing when the relevant Vesting Condition has been satisfied.

Upon vesting, each Performance Right will, at your election convert into one fully paid ordinary share in the Company (**Share**). You may apply to exercise Performance Rights upon vesting by filling out the notice of exercise form at Schedule 3 and returning to the Company Secretary.

Unless the Terms provide otherwise, the Shares to which you are entitled on conversion of the Performance Rights will be issued to you as soon as practicable after the exercise date.

The current market price of the underlying Shares to which the Performance Rights relate can be found on the Company's ASX website at www.asx.com.au.

4. Acceptance of the Invitation

The Invitation is personal to you and may only be accepted by you. Other than as specifically provided in this Invitation you may not in whole or in part assign, transfer or in any other manner, deal with the Invitation.

Under the Plan, you may give the Board a written notice nominating a permitted nominee in whose favour you wish to renounce the Invitation, subject to the Board's approval. Examples of acceptable nominees are set out in the Plan. Please discuss this with the Company Secretary if you have any queries.

This Invitation remains open for acceptance by you until 5pm (Perth time) on [insert date] (**Closing Date**) at which time this Invitation will close and lapse.

You may apply for the Performance Rights by filling out the Application Form at Schedule 2 and returning to the Company Secretary before the Closing Date.

By signing the Application Form you acknowledge that no grant of Performance Rights will be made to you to the extent that it would contravene the Company's Constitution, the Plan, the Listing Rules, the Corporations Act or any other applicable law.

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Upon receipt of a signed copy of the Application, its acceptance by the Company and receipt of any necessary Shareholder approval/s, the Company will grant the Performance Rights to you (or your permitted nominee) together with a certificate for the Performance Rights.

5. Disclaimer

This letter is for your exclusive use and is considered to be a personal offer to you. It is not to be copied or circulated to any other person by you other than your professional adviser(s).

This letter is not a prospectus under the Corporations Act and it has not been lodged with the Australian Securities and Investments Commission.

The information contained in this letter is being provided on a confidential basis to you solely for the purpose of evaluating the Invitation.

No assurance can be given by the Company as to the accuracy or completeness of the information in this Invitation.

No responsibility or liability (including in negligence) is assumed by the Company for such information or for updating any such information or to inform you of any new information of which the Company may become aware.

The provision of this Invitation is not and should not be considered as a recommendation in relation to an investment in the Company, or that an investment in the Company is a suitable investment for you.

6. Advice

This Invitation does not purport to provide all of the information you may require in order to evaluate an investment in the Company. The Company in making the Invitation is not giving you any financial, legal, tax or investment advice. You should make your own enquiries and evaluations as you deem necessary of the Invitation (including your investment objectives, financial situation, and particular needs), and you should seek all necessary financial, legal, tax and investment advice.

7. Taxation Considerations

As noted in the attached summary of Australian taxation implications for individual participants (see Schedule 4), the acquisition of Performance Rights may have tax consequences. You are responsible for the payment of taxes that may be due in connection with any aspect of the Plan, Performance Rights and any Shares issued upon conversion. If the Company is required to pay or withhold any tax as a result of any aspect of your participation in the Plan, you may be required to repay or satisfy these tax obligations.

Subdivision 83A-C of the *Income Tax Assessment Act 1997*, which enables tax deferral on performance rights, [*will/will not*] apply (subject to the conditions in that Act) to Performance Rights granted to you under this Invitation.

You are advised to seek independent professional advice regarding the tax consequences of the grant of Performance Rights and the acquiring and disposing of any Shares that are issued on exercise of Performance Rights under the Plan in light of current tax laws in your country of residence and your particular investment circumstances.

8. Securities Trading Policy

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Shares which are allocated to you upon exercise of Performance Rights shall be subject to the terms of the securities dealing policy (a copy of which is enclosed at Annexure B).

9. Risk

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 Performance Rights offered under the Plan, and Shares issued on exercise of the Performance Rights.

As with any investment in shares there can be no guarantee that the market value of the Company's Shares will not fall in the future. There is also no assurance as to future dividends or distributions since these are dependent on earnings and the financial condition of the Company. Please refer to the Plan and the Company's Constitution with regard to your voting and dividend rights as the holder of Performance Rights and/or Shares.

10. Sale of Shares

You should be aware that there are restrictions imposed by general law and the Corporations Act on dealing in shares by persons who possess material information likely to affect the value of the shares and which is not generally available. These laws may restrict the acquisition or disposal of shares by you during the time you have such information.

Should you have any queries in relation to this Invitation, please contact the Company Secretary, *[insert name]*, on *[insert phone number]* or by email at *[insert email address]*.

Yours faithfully

[insert name]
Director
Orexlore Technologies Limited

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Schedule 1 Terms and conditions of the Performance Rights

[Note: Example terms and conditions only]

1. Performance Rights and Vesting Conditions

The following Performance Rights are granted under the Plan:

Tranche	Number of Performance Rights	Vesting Conditions
1	[insert]	[insert]
2	[insert]	[insert]

Unless the context requires otherwise, defined terms in these terms and conditions have the same meaning as in the Plan.

In the event of any inconsistency between the Plan and these terms and conditions, these terms and conditions will apply to the extent of the inconsistency.

2. Vesting

The Performance Rights will vest on the date the Vesting Condition relating to those Performance Rights has been satisfied. The Company will notify the Participant in writing when the relevant Vesting Condition has been satisfied (**Vesting Notice**).

3. Consideration

The Performance Rights will be granted to the Participant (or their permitted nominee) for nil cash consideration.

4. Exercise Price

The Exercise Price of each vested Performance Right is [nil].

5. Expiry Date

Each Performance Right will expire on the earlier to occur of:

- (a) [5.00pm (WST) on the date which is [insert] years after the date of grant]; and
- (b) the Performance Right lapsing and being forfeited under the Plan or these terms and conditions,

(Expiry Date). For the avoidance of doubt any vested but unexercised Performance Rights will automatically lapse and expire at 5.00pm (WST) on the Expiry Date.

6. Conversion

Upon vesting, each Performance Right will, at the Participant's election, convert into one fully paid ordinary share in the Company (**Share**). The Participant may apply to exercise vested Performance Rights at any time prior to the Expiry Date by filling out a notice of exercise in the form provided by the Company and returning to the Company Secretary (**Notice of Exercise**).

7. Transfer

The Performance Rights are not transferable.

8. Quotation

No application for quotation of the Performance Rights will be made by the Company.

9. Participation in entitlements and bonus issues

Subject always to the rights under paragraphs 10 and 11, holders of Performance Rights will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.

10. Adjustment for bonus issue

If securities are issued pro-rata to Shareholders generally by way of bonus issue (other than an issue in lieu of dividends by way of dividend reinvestment), the number of Performance Rights to which holders of Performance Rights are entitled will be increased by that number of securities which the holder would have been entitled if the Performance Rights held by the holder were vested immediately prior to the record date of the bonus issue, and in any event in a manner consistent with the Corporations Act and the Listing Rules at the time of the bonus issue.

11. Reorganisation of capital

In the event that the issued capital of the Company is reconstructed, all the holder's rights as a holder of Performance Rights will be changed to the extent necessary to comply with the Listing Rules and Corporations Act at the time of reorganisation provided that, subject to compliance with the Listing Rules and Corporations Act, following such reorganisation the holder's economic and other rights are not diminished or terminated.

12. Dividend and voting rights

The Performance Rights do not confer on the holder an entitlement to vote or receive dividends.

13. Return of capital rights

The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

14. Rights on winding up

The Performance Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.

15. Shares issued on exercise

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All Shares issued upon the exercise of Performance Rights will upon issue rank *pari passu* in all respects with the then Shares of the Company.

16. Timing of issue of Shares and quotation of Shares on exercise

As soon as practicable after the issue of a Notice of Exercise by the Participant in accordance with clause 7.3 of the Plan and subject to the expiry of any Restriction Period that applies to the Shares under the Corporations Act, the Listing Rules or paragraph 17, the Company will:

- (a) issue, allocate or cause to be transferred to the Participant the number of Shares to which the Participant is entitled under the Plan;
- (b) issue a substitute Certificate for any remaining unexercised Performance Rights held by the Participant;
- (c) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
- (d) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.

17. Restrictions on transfer of Shares

- (a) Shares issued on exercise of the Performance Rights will be subject to the following Restriction Periods:
 - (i) [insert]; and
 - (ii) [insert].
- (b) If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act under paragraph 16(c), Shares issued on conversion of the Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act.

18. Change of Control

Subject to clause 11 of the Plan, upon the occurrence of a Change of Control, to the extent Performance Rights have not converted into Shares following satisfaction of a Vesting Condition, Performance Rights will automatically convert to that number of Shares which when issued together with all Shares issued under any other class of Performance Rights then on issue in the Company, is equal to the lesser of one Share per Performance Right and 10% of the total Shares on issue at that time. Performance Rights that are not converted into Shares will continue to be held by the holder on the same terms and conditions.

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Schedule 2 Application Form

Orexplore Technologies Limited (ACN [insert]) (**Company**) has invited you (or your Nominee), by an invitation dated [insert] (**Invitation**), to apply for the grant under its Incentive Performance Rights Plan (**Plan**) of certain Performance Rights.

The person below hereby applies for _____ Performance Rights under the terms of the Invitation, this Application Form and the Plan.

Full Name: _____

Address: _____

Ph: _____ Email: _____

Tax file number(s) or exemption: _____

CHESS HIN (where applicable): _____

In applying for the grant of Performance Rights under the Invitation, the person below acknowledges and agrees:

1. to be entered on the register of performance rights holders of the Company as the holder of the Performance Rights applied for, and any Shares issued on the exercise of the Performance Rights;
2. to be bound by the terms of the Constitution of the Company;
3. to be bound by the terms and conditions of the Plan;
4. to be bound by the terms and conditions of the Invitation;
5. a copy of the full terms of the Plan has been provided to it;
6. 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 (if applicable);
7. that any tax liability arising from the Company accepting your application for Performance Rights under the Plan or the issue of Shares on exercise of the Performance Rights is your responsibility and not that of the Company; and
8. to the extent required by the terms of the Plan, the Invitation and/or the Listing Rules, to enter into any necessary restriction agreement in relation to any Shares provided on the exercise of the Performance Rights and to the placing of a holding lock on those Shares.

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Date: _____

Where you or your Nominated Party is an individual

Signed by _____ in)
the presence of:)
)

Signature

Signature of Witness

Name of Witness in full

Where your Nominated Party is a company

Executed by _____

ACN _____ in accordance
with section 127 of the Corporations Act:

Signature of sole* Director

Signature of other Director/Company Secretary*

Name of sole* Director in full

Name of other Director/Company Secretary* in full

*delete as applicable

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Schedule 3 Notice of exercise of Performance Rights

To: The Directors
Orexplore Technologies Limited

I/ We _____ of _____
_____ being registered holder(s) of performance rights as set out on
the certificate annexed to this notice, hereby exercise _____ of the abovementioned
performance rights.

I/ We authorise and direct the Company 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 a 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.

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Annexures to the Template Invitation Letter:

- Annexure A – Incentive Performance Rights Plan
- Annexure B – Securities Trading Policy

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Schedule 4 Summary of Australian Tax Implications

The following information is based on private and public rulings provided by the Australian Taxation Office (“ATO”) and assumes the Plan is administered through an Employee Share Trust (EST). However, you are encouraged to consult your own personal financial advisor who is licenced by ASIC to give advice about the Plan.

No tax is payable upon the acceptance of the Invitation to participate in the Plan, on the issue of the Performance Rights, or when the Shares are vested and you acquire Shares in the Company through the EST.

The tax can be deferred until termination of employment.

Accordingly, the market value (based on Issue Price) of the Performance Rights when they are granted will be taxed as ordinary income when distributed by the Trustee of the EST.

The subsequent increase in market value of your Shares held under the EST will be assessed for Capital Gains Tax at a later date, being the sooner of:

- i. when the Shares are withdrawn from the EST; or
- ii. when Shares are sold.

Provided the Shares are held for more than 12 months, only 50% of that capital gain should constitute ordinary assessable income.

Any dividends you derive will be subject to ordinary income tax, less any franking credits attaching.

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