

JATENERGY LIMITED
ABN 31 122 826 242

SHARE PURCHASE PLAN (SPP) – TERMS AND CONDITIONS

1. SPP Offer

- 1.1 Under the SPP, Eligible Shareholders (defined below) have the opportunity to participate in the SPP Offer by subscribing either \$2,000, \$5,000, or \$10,000 for New Shares without incurring brokerage and subject to the following Terms and Conditions.
- 1.2 Please read these Terms and Conditions relating to the SPP Offer carefully, as you will be bound by them by participating in the SPP.
- 1.3 All New Shares issued under the SPP Offer will rank equally with existing Jatenergy Shares from the date of issue, and carry the same voting rights and other entitlements as existing shares.
- 1.4 All amounts referred to in these Terms and Conditions are in Australian dollars.

2. Key Dates

Event	Date
Record Date	Thursday 9 November 2017 (7:00pm Sydney time)
SPP Offer opens	Friday 17 November 2017
SPP Offer closes (Closing Date)	Thursday 7 December 2017
Allotment of New Shares	Monday 11 December 2017
Despatch of allotment confirmations and refunds if applicable	Monday 11 December 2017

Jatenergy reserves the right to vary the timetable for the SPP Offer, including the Closing Date of the SPP Offer.

3. Eligible Shareholders

- 3.1 You are eligible to participate in the SPP Offer (an **Eligible Shareholder**) if:
 - (a) you were registered on the Jatenergy share register as a holder of Jatenergy Shares at 7:00pm (Sydney time) on Thursday 9 November 2017 (**Record Date**); and
 - (b) you have a registered address in either Australia or New Zealand at that time,unless you are, or are acting for the account or benefit of, a U.S. Person (as defined in Regulation S under the U.S. Securities Act).
- 3.2 Jatenergy has determined that it is not practical for holders of Jatenergy Shares with addresses on the share register in other jurisdictions to participate in the SPP Offer. Shares to be allotted under the SPP have not been and will not be registered under the U.S. Securities Act and may not be offered, sold or delivered, directly or indirectly, in or to persons in, the United States.
- 3.3 Eligible Shareholders can only apply for up to \$10,000 worth of New Shares in aggregate under the SPP (unless you are applying as a Custodian). This limitation applies even if Eligible Shareholders receive more than one Application Form due to multiple holdings, or if they hold Jatenergy Shares in more than one capacity such as if they are a sole Eligible Shareholder and a joint Eligible Shareholder and/or an Eligible Shareholder with more than one holding under a separate account or designation.

3.4 Eligible Shareholders who hold Jatenergy Shares as a custodian, trustee or nominee (**Custodian**) (defined below) may participate on behalf of each Beneficiary (defined below) on whose behalf the Custodian is holding Jatenergy Shares. An Eligible Shareholder is deemed to be a Custodian under ASIC Class Order (CO 09/425) if:

- (a) it holds an Australian financial services licence that:
 - (i) covers the provision of a custodial or depositary service; or
 - (ii) includes a condition requiring the holder to comply with the requirements of ASIC Class Order (CO 02/294); or
- (b) it is exempt under:
 - (i) paragraph 7.6.01(1)(k) of the *Corporations Regulations 2001* (Cth); or
 - (ii) ASIC Class Order (CO 05/1270) to the extent that it relates to ASIC Class Order (CO 03/184),

from the requirement to hold an Australian financial services licence for the provision of a custodial or depositary service; or
- (c) it is a trustee or a self-managed superannuation fund or a superannuation master trust; or
- (d) it is the responsible entity of an IDPS-like scheme (as defined by ASIC Class Order (CO 02/296)); or
- (e) it is the registered holder of Jatenergy Shares and is noted on the Jatenergy register of members as holding Jatenergy Shares on account of another person.

A '**Beneficiary**' is a client of a Custodian or Downstream Custodian (defined below) on whose behalf the Custodian or Downstream Custodian held Jatenergy Shares on the Record Date.

To the extent that a Custodian holds Jatenergy Shares on behalf of a Beneficiary resident outside Australia and New Zealand, it is the responsibility of the Custodian to ensure that any acceptance complies with all acceptable foreign laws.

Custodians wishing to participate on behalf of one of the Beneficiary should pay by BPAY® or complete the Application Form and return it to Jatenergy's share registry with payment. Custodians wishing to participate on behalf of more than one Beneficiary should contact Jatenergy's share registry and request a Custodian Certificate and Schedule.

3.5 If you hold Jatenergy Shares as a custodian, trustee or nominee for another person, but are not a Custodian as defined above, you cannot participate for beneficiaries in the manner described above. In this case, the rules for multitude single holdings (above) apply.

3.6 If you choose not to participate in the SPP Offer, your right to participate lapses on the Closing Date.

4. Joint Holders/Joint Beneficiaries

If two or more persons are registered on the Jatenergy share register as jointly holding Jatenergy Shares, they are taken to be a single registered holder of Jatenergy Shares and a certification given by any of them is taken to be a certification given by all of them.

5. Application Procedure for New Shares

- 5.1 The SPP Offer opens on Friday 17 November 2017.
- 5.2 Eligible Shareholders may apply for a maximum of \$10,000 of New Shares under the SPP. The following options to acquire New Shares under the SPP are:

Option	\$ Value
A	\$2,000 (133,333 New Shares)
B	\$5,000 (333,333 New Shares)
C	\$10,000 (666,666 New Shares)

- 5.3 The number of New Shares is rounded down to the nearest whole number after dividing the amount subscribed by the issue price.
- 5.4 If you do not wish to accept the SPP Offer, you do not need to take any action and the SPP Offer will lapse on the Closing Date.
- 5.5 If you wish to apply for New Shares under the SPP Offer, Eligible Shareholders must either:
- (a) pay by BPAY®, using an Australian bank account, in accordance with the instructions on the Application Form to ensure cleared funds are received by the Closing Date. To do this, you must reference your unique identifier number printed on your Application Form. If paying by BPAY® you do not need to return the Application Slip, but you are taken to make the certifications and representations described in this booklet; or
 - (b) complete the enclosed Application Slip and forward it with a cheque, bank draft, or money order to Jatenergy's registry. Cheques should be drawn on an Australian bank account and in Australian dollars for the correct amount so that it is received prior to the close of the offer on the Closing Date. Do not forward cash. Cheques, bank drafts and money orders should be made payable to "Jatenergy Limited" and crossed "Not Negotiable". Receipts for payment will not be issued.
- 5.6 Jatenergy reserves the right to reject any application for New Shares under the SPP Offer that it believes does not comply with these Terms and Conditions.

6. Issue Price

The issue price for New Shares will be \$0.015 which is an 46% discount to the volume weighted average market price of Jatenergy Shares traded on the ASX over the five trading days up to and including the Record Date (i.e. 3 November to 9 November inclusive).

You should note that Jatenergy's share price may rise or fall between the date of this offer and the date when New Shares are allotted and issued to you under the SPP Offer. This means that the price you may pay per New Share pursuant to this offer may be either higher or lower than Jatenergy's share price at the time of the offer or at the time of the New Shares are issued and allotted to you under the SPP Offer. Please refer to the information under "Participation is Optional" about how to monitor current trading prices of Jatenergy Shares.

7. Participation is Optional

Participation in the SPP Offer is entirely optional (subject to the eligibility criteria set out in these Terms and Conditions). The offer to acquire New Shares is not a recommendation. If you are in any doubt about the SPP Offer, whether you should participate in the SPP Offer or how participation will affect you, you should consider seeking independent financial and taxation advice before making a decision as to whether or not to accept this offer. Jatenergy also recommends that you monitor the Jatenergy share price which can be found on Jatenergy's website at <http://www.Jatenergy.com.au/investor/index.html>, in the financial pages of major Australian metropolitan newspapers, or on the Australian Securities Exchange (ASX) website at www.asx.com.au (ASX code: JAT). Jatenergy also recommends that you monitor via the abovementioned websites any Jatenergy announcements made to the ASX.

8. Issue Date

- 8.1 The New Shares will be issued on or around Monday 11 December 2017 or as soon as possible after that date. Allotment confirmations will be despatched on or around Monday 11 December 2017. You should confirm your holdings before trading in any New Shares you believe have been allotted to you under the SPP Offer.

9. No Transfer

The SPP Offer is non-renounceable and non-transferable and, therefore, Eligible Shareholders cannot transfer their right to purchase New Shares under the SPP Offer to a third party.

10. Brokerage and Transaction Costs

No brokerage or other transaction costs will apply to the acquisition of New Shares under the SPP. The only cost to you is the issue price of the New Shares.

11. Quotation

Jatenergy will apply for the New Shares issued under the SPP to be quoted on the ASX.

12. Class Order Compliance

The SPP Offer of New Shares is made in accordance with ASIC Class Order (CO 09/425), which grants relief from the requirement to prepare a prospectus for the SPP Offer of New Shares.

13. Dispute Resolution

- 13.1 Jatenergy may settle, in any manner it deems, any difficulties, anomalies, or disputes which may arise in connection with the operation of this SPP whether generally or in relation to any participant or any application for New Shares, and its decision shall be conclusive and binding on all participants and other persons to whom the determination relates.
- 13.2 Jatenergy reserves the right to waive strict compliance with any provision of these Terms and Conditions.
- 13.3 The powers of Jatenergy under these Terms and Conditions may be exercised by its Directors or any delegate or representative of the Directors.

14. Variation and Termination

- 14.1 The Board of Jatenergy reserves the right to amend or vary these Terms and Conditions provided any amendments or variations do not adversely affect or prejudice the rights of Eligible Shareholders.
- 14.2 The Board of Jatenergy reserves the right to suspend or terminate the SPP at any time.
- 14.3 Failure to notify shareholders of a change to or termination of the SPP Offer or the non-receipt of notice will not invalidate the change or termination.
- 14.4 Jatenergy reserves the right not to issue New Shares or to issue fewer New Shares than that applied for under the SPP by an Eligible Shareholder (including a Custodian applying on behalf of its Beneficiaries) if Jatenergy believes that the issue of those New Shares would contravene any law or the ASX Listing Rules.
- 14.5 In the event that the SPP is terminated prior to the issue of New Shares, all application monies will be refunded. No interest will be paid on any monies returned to you.

15. Acknowledgements

By making payment (including through BPAY®) or returning an Application Slip or Custodian Certificate and Schedule, you certify, acknowledge, warrant and represent as true, correct and not misleading to Jatenergy that:

- (a) you have read and accepted the Terms and Conditions in full;
- (b) you declare that all details and statements in your application are true and complete and not misleading;
- (c) your application, under the Terms and Conditions of the SPP set out in this booklet (including the Application Form and Custodian Certificate and Schedule), will be irrevocable and unconditional (i.e. it cannot be withdrawn);
- (d) as at the Record Date, you were recorded on Jatenergy's share register as being a registered holder of Jatenergy shares and having an address in Australia or New Zealand;
- (e) if you have a registered address in New Zealand, you continued to hold Jatenergy Shares as at the opening of the SPP Offer on Thursday 9 November 2017;
- (f) you and each person for whose account or benefit you are acting is not in the United States and is not a U.S. Person, or acting for the account or benefit of a U.S. Person;
- (g) you acknowledge that the New Shares have not, and will not be, registered under the U.S. Securities Act or securities laws of any state or other jurisdiction of the United States, and the New Shares may not be offered, sold or otherwise transferred unless an exemption from the registration requirement of the U.S. Securities Act is available;
- (h) you represent that you have not, and you agree that you will not, send any materials relating to the SPP to any person in the United States or to any person who is, or is acting for the account or benefit of, a U.S. Person;
- (i) if you are applying on your own behalf (and not as a Custodian) you are not applying for New Shares with an aggregate application value, when aggregated with the application value of any Jatenergy Shares issue to you or a Custodian on your behalf under the SPP Offer or similar arrangement in the previous 12 months, of more than \$10,000 under the SPP Offer (including by instructing a Custodian to acquire New Shares on your behalf under the SPP Offer), and you are complying with the limitations detailed in clause 3.3 of the SPP Terms and Conditions;
- (j) if you are a Custodian and are applying on behalf of a Beneficiary on whose behalf you hold Jatenergy Shares:
 - (i) you are a Custodian (as that term is defined in ASIC Class Order (CO 09/425));
 - (ii) either or both of the following apply (as applicable):
 - (A) that on the Record Date you held Jatenergy Shares on behalf of one or more other persons (each a Beneficiary) that are not Custodians;
 - (B) that on the Record Date another Custodian (**Downstream Custodian**) held beneficial interests in Jatenergy Shares on behalf of one of more other persons (each a Beneficiary), and you hold the shares to which those beneficial interests relate on behalf of the Downstream Custodian or another Custodian;
 - (iii) each Beneficiary has subsequently instructed either you or the Downstream Custodian (as applicable) to apply for shares on their behalf under the SPP;

- (iv) details of the number of Beneficiaries instructing you to participate, the name and address of each Beneficiary and in respect of each such Beneficiary:
 - (A) the number of Jatenergy Shares that you hold on behalf of that Beneficiary; and
 - (B) the dollar amount of New Shares that the Beneficiary, or its agent, has instructed you to accept on behalf of the Beneficiary,as set out in the Application Form or the Custodian Certificate and Schedule, is true and correct;
- (v) there are no Beneficiaries in respect of whom the total of the application value for (a) the New Shares applied for by you under the SPP on their behalf; and (b) any Jatenergy Shares issued to you in the previous 12 months as a result of an instruction given by the Beneficiary to you or a Downstream Custodian to apply for Jatenergy Shares on their behalf under an arrangement similar to the SPP, exceeds \$10,000; and
- (vi) a copy of this offer document was given to each Beneficiary;
- (k) you may be offered New Shares pursuant to the SPP in accordance with all applicable laws, and any acceptable by you on your own behalf or in respect of any person for which you are acting complies with all applicable laws;
- (l) you accept the risk associated with any refund that may be dispatched to you by direct or cheque to your address shown on Jatenergy's share register;
- (m) you are responsible for any dishonour fees or other costs Jatenergy may incur in presenting a cheque for payment which is dishonoured;
- (n) you agree to be bound by the provisions of the Constitution of Jatenergy (as amended and as it may be amended from time to time in the future);
- (o) you authorise Jatenergy and its affiliates, officers and representatives to do anything on your behalf necessary for New Shares to be issued to you in accordance with these Terms and Conditions;
- (p) you authorise Jatenergy (and its officers and agents) to correct minor or easily rectified errors in, or omissions from, your application and to complete the application by the insertion of any missing minor detail; and
- (q) Jatenergy may at any time irrevocably determine that your application is valid in accordance with these Terms and Conditions, even if the application is incomplete, contains errors or is otherwise defective.

16. Governing Law

These Terms and Conditions are governed by the laws in force in New South Wales.

SHARE PURCHASE PLAN APPLICATION FORM

THIS DOCUMENT IS IMPORTANT. IF YOU ARE IN DOUBT AS TO HOW TO DEAL WITH IT, PLEASE CONTACT YOUR STOCK BROKER OR LICENSED PROFESSIONAL ADVISOR.

REGISTERED OFFICE:

SUITE 6, LEVEL 4
55 MILLER STREET
PYRMONT NSW 2009
AUSTRALIA

JATENERGY LIMITED

ABN: 31 122 826 242

SHARE REGISTRY:

Security Transfer Australia Pty Ltd

All Correspondence to:

PO Box 52
Collins Street West VIC 8007

«Post_Barcode»

«Post_zone»

«Company_code» «Sequence_number»

«Holder_name»

«Address_line_1»

«Address_line_2»

«Address_line_3»

«Address_line_4»

«Address_line_5»

T: 1300 992 916 F: +61 8 9315 2233

E: registrar@securitytransfer.com.au

W: www.securitytransfer.com.au

Code:

JAT

Holder Number:

Record Date:

9 November 2017

NON-RENOUNCEABLE SHARE OFFER CLOSING AT 5.00PM WST ON 7 DECEMBER 2017

- (1) I/We, the above mentioned, wish to apply for the number of Fully Paid Ordinary Shares which will be issued in accordance with the Share Purchase Plan (SPP) and the Constitution of the Company as stated below: **(please mark "X" to indicate one choice only).**

		TOTAL SUBSCRIPTION AMOUNT @ \$0.015 PER SHARE	NUMBER OF SHARES
OFFER A	<input type="checkbox"/>	\$ 2,000	133,333
OFFER B	<input type="checkbox"/>	\$ 5,000	333,333
OFFER C – Maximum amount	<input type="checkbox"/>	\$ 10,000	666,666


- (2) I/We have enclosed/made payment for the amount shown above (following the payment instructions as detailed overleaf).
- (3) I/We agree to be bound by the terms of the SPP.
- (4) I/We hereby agree to accept any lesser number of new Shares applied for.
- (5) I/We hereby certify that the amount of Shares subscribed for by me/us pursuant to the SPP (being a maximum of \$10,000 worth of Shares) does not exceed \$10,000 taking into account the Shares the subject of this application and any other Shares applied for by me/us under the SPP or any other similar arrangement within the 12 months prior to this application including other beneficial interests. **Limit on Participation and Custodian Certification - see overleaf for details.**
- (6) My/Our contact details in case of enquiries are:

NAME

TELEPHONE NUMBER

EMAIL ADDRESS

PAYMENT INFORMATION - Please also refer to payment instructions overleaf.

	Bill code: 159483
	Ref: <<EFT_REFERENCE_NUMBER>>

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

CHEQUE / MONEY ORDER

All cheques (expressed in Australian currency) are to be made payable to JATENERGY LIMITED and crossed "Not Negotiable".

REGISTRY DATE STAMP

E & O.E.

Your BPAY reference number is unique to this offer and is not to be used for any other offer.

BPAY PAYMENT OR THE RETURN OF THIS FORM WITH THE REQUIRED REMITTANCE WILL CONSTITUTE YOUR ACCEPTANCE OF THE OFFER.

You do not need to return this form if you have made payment via BPAY.



LODGEMENT INSTRUCTIONS

PAYMENT INFORMATION



Biller code: 159483

® Registered to BPAY Pty Ltd ABN 69 079 137 518

Contact your bank or financial institution to make this payment from your cheque, savings, debit, or transaction account.
More info: www.bpay.com.au

Your reference number is quoted on the front of this form.

Multiple acceptances must be paid separately.

Applicants should be aware of their financial institution's cut-off time (the time payment must be made to be processed overnight) and ensure payment is processed by their financial institution on or before the day prior to the closing date of the offer. BPAY® applications will only be regarded as accepted if payment is received by the registry from your financial institution on or prior to the closing date. It is the Applicant's responsibility to ensure funds are submitted correctly by the closing date and time.

Your BPAY® reference number will process your payment to your entitlement electronically and you will be deemed to have applied for such Securities for which you have paid.

LIMITATION ON PARTICIPATION

The maximum subscription limitation of \$10,000 will apply even if an eligible Holder has received more than one form (whether in respect of a joint holding or because the eligible Holder has more than one holding under separate Security accounts).

CUSTODIAN CERTIFICATION

If you are a Custodian (as defined in ASIC Class Order 09/425), you must submit a custodian certificate to JATENERGY LIMITED. If you did not receive a custodian certificate, contact Security Transfer Australia Pty Limited. If you need further information to determine whether you are a Custodian, refer to the terms and conditions of the Plan which accompany this Share Purchase Plan Application Form or contact Security Transfer Australia Pty Limited.

CHEQUE / MONEY ORDER

All cheques should be drawn on an Australian bank and expressed in Australian currency and crossed "Not Negotiable".

Sufficient cleared funds should be held in your account as your acceptance may be rejected if your cheque is dishonoured.

Cheques or bank drafts drawn on overseas banks in Australian or any foreign currency will NOT be accepted. Any such cheques will be returned and the acceptance deemed to be invalid.

Do not forward cash as receipts will not be issued.

When completed, this form together with the appropriate payment should be forwarded to the share registry:

Security Transfer Australia Pty Ltd
PO Box 52
Collins Street West VIC 8007

Applications must be received by Security Transfer Australia Pty Ltd no later than 5.00pm WST on the closing date.

CERTIFICATION

By making payment for the application monies, I/we hereby:

1. Acknowledge that I/we have read and understood the Terms of the SPP;
2. Agree to be bound by the Terms of the Constitution of the Company and the SPP;
3. Agree to accept any lesser number of new Securities than the number of Securities applied for; and
4. (If not a Custodian as defined in ASIC Class Order 09/425) Certify that the amount of Securities subscribed for by me/us pursuant to the SPP does not exceed the maximum amount taking into account the Securities the subject of this application and any other Securities applied for by me/us under the SPP or any other similar arrangement within the 12 months prior to this application including joint and other beneficial interests.

ENQUIRIES

All enquiries should be directed to the Company's share registry:

Security Transfer Australia Pty Ltd
PO Box 52, Collins Street West, VIC, 8007
Telephone 1300 992 916
Facsimile +61 8 9315 2233
Email: registrar@securitytransfer.com.au

PRIVACY STATEMENT

Personal information is collected on this form by Security Transfer Australia Pty Ltd as the registrar for securities issuers for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. Your personal details may be disclosed to related bodies corporate, to external service providers such as mail and print providers, or as otherwise required or permitted by law. If you would like details of your personal information held by Security Transfer Australia Pty Ltd or you would like to correct information that is inaccurate please contact them on the address on this form.

