

10 September 2019

Dear Shareholder,

The Directors of Platina Resources Limited ACN 119 007 939 (**Platina** or the **Company**) would like to invite you to participate in Platina's Share Purchase Plan (**SPP**).

1. **Blue Moon Project**

As announced on 29 August 2019, the Company has entered into a joint venture with Blue Moon Zinc Corp and its wholly owned subsidiary Keystones Mines, Inc, to acquire up to a 70% interest in the Blue Moon zinc project, a sulphide occurrence in central California (**Blue Moon Project**). Shareholders are referred to the Company's announcement of 29 August 2019 for further details regarding the Blue Moon Project. To assist with the costs of the Company's participation in the Blue Moon Project, the Company is offering Shareholders the opportunity to participate in the SPP.

2. **Summary of the SPP**

The SPP provides Shareholders on the Company's register at the Record Date with an opportunity to subscribe for either \$2,500.00, \$5,000.00, \$10,000.00, \$15,000.00, \$20,000, \$25,000.00 or \$30,000.00 in New Shares at the Subscription Price, which will be determined after close of the SPP. The Subscription Price will be equal to 80% of the 5 day VWAP of the Company's shares traded on the ASX over the last 5 days immediately before the issue date of the New Shares, rounded up to the nearest 0.1 cent. The Board has structured the SPP to encourage our loyal, smaller shareholders to apply and increase their shareholding in Platina without incurring any brokerage or transaction costs.

Only Shareholders of Platina with a registered address in Australia and New Zealand who are on the share register as at 7pm (Sydney time) on 28 August 2019 are afforded the opportunity to participate in the SPP. Shareholders not registered as at this date will not receive an offer under the SPP. The rights of Shareholders eligible to participate under this SPP are not transferable.

The Company's current intention is to cap the SPP at \$1,250,000. However, in the event of over subscriptions the Company reserves the right to accept applications for more than \$1,250,000. In any event, the maximum number of New Shares that can be issued is limited by the ASX Listing Rules to a maximum of 79,237,870 being 30% of the Company's issued Shares.

The SPP is underwritten up to \$1,250,000 by Patersons Securities Limited (**Patersons**). Patersons may appoint sub-underwriters. An underwriting fee of 6% of the underwritten amount is payable to Patersons by Platina (from which Patersons will pay any fees or commissions due to any sub-underwriters appointed), along with a management fee of \$20,000 (exclusive of GST). Shareholder approval will not be sought for the issue of any shortfall shares to Patersons as underwriter of the SPP (or to any sub-underwriters), as these will be issued under the Company's existing ASX Listing Rule 7.1 and 7.1A capacity.

Patersons has also agreed to act as lead manager to a potential Top-Up Placement (**Top-Up**) of a further \$1,250,000 to professional and sophisticated investors, following the close of the SPP. The Top-Up, if it is conducted, would be conducted at the same price as the SPP. The Company will update shareholders in due course.

Funds raised under the SPP will be used to advance the Company's portfolio of project and corporate costs, including:

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- completing the Blue Moon transaction and funding the planned exploration and drilling activities for the Blue Moon zinc project;
- the ongoing scandium market development and permitting activities for the Platina Scandium Project;
- exploration costs for the Skaergaard gold and platinum group metal project in Greenland;
- maintenance and holding costs for the Munni Munni (30% interest);
- for ongoing working capital; and
- for corporate costs and the costs of the issue.

3. Terms of the SPP

The terms and conditions of the SPP are outlined in the enclosed document. By making an application to purchase New Shares under the SPP, you will have agreed to be bound by those terms and conditions. The right to participate in this offer under the SPP is available exclusively to persons who were registered as holders of Shares in Platina at 7pm (Sydney time) on the record date of 28 August 2019 and whose registered address is in Australia or New Zealand.

Eligible Shareholders are entitled to apply for a **maximum** of \$30,000.00 of New Shares, at the Subscription Price of per New Share, under the SPP.

You may apply only for New Shares in one of the following amounts:

- \$2,500.00
- \$5,000.00
- \$10,000.00
- \$15,000.00
- \$20,000.00
- \$25,000.00
- \$30,000.00

The Subscription Price for the SPP will be 80% of the 5 day VWAP of the Company's shares traded on the ASX over the last 5 days immediately before the issue date of the New Shares, rounded up to the nearest 0.1 cent.

For information purposes, the Market Price of Platina's shares over the last five days of trading prior to the announcement of the SPP on 29 August 2019 is as follows:

Date	Market Price (cents)	Volume
19 August 2019	4.3	397,705
20 August 2019	4.4	308,815
21 August 2019	4.4	903,531
22 August 2019	4.3	287,783
23 August 2019	4.2	167,859

No trades were recorded on 26 August 2019 and the Company's Shares were in a trading halt on 27 and 28 August 2019.

The VWAP for the last five days of trading prior to the announcement of the SPP was 4.40 cents.

To enable you to properly consider the offer under the SPP, set out below is a brief price history of the trading price of Platina's shares on the ASX over the period commencing 28 June 2019 and ending on 28 August 2019:

Period	High	Low	Weighted Average
28 June – 28 August 2019	5.2 cents (12 July 2019)	3.5 cents (6 August 2019)	4.2 cents

The Market Price of Shares in the Company may rise or fall between the opening date of the Offer and the Issue Date.

Participation in the SPP is entirely at your discretion but the SPP is non-renounceable which means you cannot transfer your right to subscribe for New Shares under the SPP to anyone else.

All of the Directors who are Eligible Shareholders intend, in respect of their own shareholdings, to apply for New Shares under the SPP.

The application period will close at 5.00pm (Sydney time) on Monday 30 September 2019. Therefore, if you wish to apply for any New Shares under the SPP, you should follow the instructions outlined in the attached Application Form so payment is received at our Share Registrar by that date in cleared funds. Payment may be made by cheque, bank draft or BPAY®.

It is proposed that the following timetable apply in respect of the SPP:

Event	Date
Record Date of the SPP (7.00pm Sydney time)	Wednesday 28 August 2019
Announcement Date	Thursday 29 August 2019
Opening Date of the SPP	Tuesday, 10 September 2019
Closing Date of the SPP	Monday 30 September 2019
Shortfall Applications and funds received from Underwriter (in the event of a Shortfall)	Friday, 4 October 2019
Issue and Allotment of New Shares under the SPP	Wednesday, 9 October 2019
Despatch of holding statements	Wednesday, 9 October 2019

The above timetable is indicative only. Platina reserves the right to vary any of the key dates above, including the Closing Date and the Issue Date, without further notice.

The Plan offer is made in accordance with *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 (Instrument 2019/547)* and therefore does not require a prospectus for the purposes of Chapter 6D of the *Corporations Act 2001 (Cth)*.

If you are an Eligible Shareholder who holds shares as a custodian, trustee or nominee within the definition of “custodian” in Instrument 2019/547 (**Custodian**), and hold Shares on behalf of one or more persons (**Beneficiaries**), this offer is made to you, and you have the discretion whether to extend this offer to the Beneficiaries on whose behalf you hold Shares. You may apply for up to a maximum amount of \$30,000.00 worth of New Shares in respect of each Beneficiary. You may be required to submit a custodian certificate in order to participate on behalf of any beneficiaries. Further details in this regard are set out in the attached Terms and Conditions.

For further information please contact the Company on (07) 5580 9094.

Yours sincerely



Corey Nolan
Managing Director
Platina Resources Limited

Terms and Conditions of the Share Purchase Plan dated 10 September 2019

WARNING

The New Shares are not being offered or sold to the public within New Zealand other than to existing shareholders of the Company with registered addresses in New Zealand to whom the offer of New Shares is being made in reliance on the Financial Markets Conduct Act 2013 and the Financial Markets Conduct (Incidental Offers) Exemption Notice 2016.

The taxation treatment of Australian financial products is not the same as for New Zealand financial products.

If you are uncertain about whether this investment is appropriate for you, you should seek the advice of an appropriately qualified financial adviser.

Not for distribution or release in the United States or to US Persons.

1. Definitions

In this SPP, unless the context otherwise indicates:

Application Form means the application form distributed with these Terms and Conditions.

Application Amount means the total amount payable by an Eligible Shareholder, being any of \$2,500, \$5,000, \$10,000, \$15,000, \$20,000, \$25,000 or \$30,000.

ASX means ASX Limited ACN 008 624 691.

Board means the board of directors of Platina from time to time.

Platina means Platina Resources Limited ACN 119 007 939.

Corporations Act means the *Corporations Act 2001* (Cth) as amended from time to time.

Custodial or **Depository Service** has the meaning given by section 766E of the Corporations Act.

Custodian means a person who provides a custodial or depository service in relation to shares of a body or interests in a registered scheme and:

- (a) that holds an Australian financial services licence covering the provision of a Custodial or Depository Service;
- (b) that is exempt from the requirement to hold an Australian financial services licence for the provision of a custodial or depository service;
- (c) that holds an Australian financial services licence covering the operation of an IDPS (as defined in Instrument 2019/547) or is the responsible entity of an IDPS-like scheme;
- (d) that is a trustee of a:
 - (1) Self-managed Superannuation Fund; or

- (2) superannuation master trust (as defined in Instrument 2019/547); or
- (e) that is the registered holder of shares or interests in the class and is noted on the register of members of the body or scheme (as the case may be) as holding the shares or interests on account of another person.

Custodian Certificate means the certification required to be given by a Custodian to Platina pursuant to the Terms and Conditions.

Director means a director of **Platina** from time to time.

Eligible Shareholders means those Shareholders who satisfy the conditions set out in clause 2.1 of these Terms and Conditions.

IDPS and **IDPS-like Scheme** have the same meanings as in ASIC Class Order [CO 13/763] and [CO 13/762] respectively.

Instrument 2019/547 means *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* dated 26 August 2019 as amended from time to time.

Issue Date means the date that New Shares under the SPP are issued and allotted.

Listing Rules means the official listing rules of the ASX (as amended from time to time).

Market Price means the closing price of Shares on the ASX, excluding special crossings, overnight sales and exchange traded options exercises.

New Shares means new Shares in **Platina** to be issued pursuant to the SPP (up to a maximum of 79,237,870, being 30% of the Company's currently issued capital).

Offer means a non-renounceable offer of \$2,500.00, \$5,000.00, \$10,000.00, \$15,000.00, \$20,000.00, \$25,000.00 or \$30,000.00 worth of ordinary fully paid shares in Platina (at the Subscription Price) to Eligible Shareholders under the SPP.

Record Date means 7.00pm (Sydney time) on 28 August 2019.

Self-managed Superannuation Fund has the meaning given by section 17A of the *Superannuation Industry (Supervision) Act 1993 (Cth)*.

Share Registrar means Link Market Services.

Shareholders means those persons or entities that hold Shares.

Shares means fully paid ordinary shares in Platina.

Shortfall means any Underwritten Shares not taken up by Eligible Shareholders under the SPP.

SPP means the Platina Resources Limited ACN 119 007 939 Share Purchase Plan approved by the Board.

Subscription Price means an amount equal to 80% of the 5 day VWAP of the Company's shares traded on the ASX over the last 5 days immediately before the issue date of the New Shares, rounded up to the nearest 0.1 cent.

Terms and Conditions means the terms and conditions set out in this document.

Underwriter means Patersons Securities Limited.

Underwriting Agreement means the agreement between the Underwriter and Platina in relation to the underwriting of the SPP.

Underwritten Shares means \$1,250,000 worth of New Shares.

Volume Weighted Average Market Price or **VWAP** has the meaning given in the Listing Rules.

References to “\$” means a reference to the respective amount in Australian dollars.

2. Eligibility to participate

- 2.1 Those Shareholders that will be eligible to apply for New Shares under the SPP must:
- (a) be recorded in Platina’s register of Shareholders at 7.00pm (Sydney time) on the Record Date; and
 - (b) have a registered address in Australia or New Zealand.
- 2.2 The Offer does not constitute an offer in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an Offer.
- 2.3 If you are the only registered holder of a holding of Platina Shares, but you receive more than one offer under the SPP (for example, due to multiple registered holdings), you may only apply in aggregate for a maximum of \$30,000.00 worth of New Shares.
- 2.4 If you are registered with one or more persons as the joint Shareholders of a holding of Shares, that joint holding is considered to be a single registered holding for the purpose of this SPP and the joint holders are entitled to participate in the SPP in respect of that single holding only. If the same joint holders receive more than one offer under the SPP due to multiple identical holdings, the joint holders may only apply in aggregate for a maximum of \$30,000.00 worth of New Shares
- 2.5 Custodians should refer to clause 6 of the Terms and Conditions regarding Custodian participation. If you do not hold Shares as a Custodian, these provisions do not apply.
- 2.6 If you hold Shares as a trustee or nominee for another person, but you are not a Custodian (for example, as an undisclosed trustee), you cannot participate for beneficiaries in the manner described in clause 6 of these Terms and Conditions. In this case, the rules for multiple single holdings (see clause 2.3 above) apply.

3. Terms of the Offer

- 3.1 The Offer will be open for a period commencing on and from 9.00am (Sydney time) on Tuesday 10 September 2019 (**Opening Date**) until, subject to the discretion of the Board, 5.00pm (Sydney time) on Monday 30 September 2019] (**Closing Date**).
- 3.2 The Board reserves the right, subject to all applicable laws, to close the Offer at any time prior to the Closing Date or extend the Closing Date without further notification.
- 3.3 In response to the Offer, Eligible Shareholders wishing to apply for New Shares under the SPP may apply for either:
- (a) \$2,500.00
 - (b) \$5,000.00;
 - (c) \$10,000.00;

(d) \$15,000.00;

(e) \$20,000.00;

(f) \$25,000; or

(g) \$30,000.00.

worth of New Shares, subject to clauses 5 and 6.

3.4 All Offers for New Shares under the SPP are non-renounceable and therefore the right to participate in the SPP cannot be transferred.

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

4. Applications for New Shares

4.1 Eligible Shareholders wishing to apply for New Shares under the SPP must:

(a) If you elect to use the BPAY® option (subject to clause 4.2):

(1) pay the Application Amount electronically using BPAY® with payment to reach Platina's Share Registry by no later than 5.00pm (Sydney time) on the Closing Date; and

(2) do not return the Application Form if you elect the BPAY® option.

(b) If paying by cheque or bank draft:

(1) complete the Application Form;

(2) pay the Application Amount in the manner specified on the Application Form; and

(3) forward the completed Application Form and payment for the Application Amount to Platina's Share Registrar at the addresses specified on the Application Form, to reach such addresses by no later than 5.00pm (Sydney time) on the Closing Date.

4.2 Please note that only Eligible Shareholders having an account with an Australian financial institution who participates in the BPAY® scheme have the ability to elect to use the BPAY® option.

4.3 All application money will be deposited into an account and any application money received in respect of any applications rejected by the Board under clauses 4.4 or 4.5 shall be refunded by Platina without interest.

4.4 The Board reserves the right to reject any application for New Shares (in whole or in part) including (without limitation) if:

(a) an Application Form is not correctly completed;

(b) the applicant is not an Eligible Shareholder;

(c) the issue of those New Shares would contravene any law or the Listing Rules;

(d) the exact payment for the New Shares applied for is not received;

- (e) to accept the application in full would have the effect of exceeding the maximum offer of New Shares under the SPP;
- (f) it is not reasonably satisfied that the issue of those New Shares will not result in any person receiving Shares with an application price totalling more than \$30,000.00 as a result of:
 - (1) Shares issued to the person or to a Custodian on that person's behalf (as a result of an instruction given by that person to the Custodian to apply for Shares on their behalf) under the SPP; and
 - (2) any other Shares issued to the person or to a Custodian on that person's behalf (as a result of an instruction given by that person to the Custodian to apply for Shares on their behalf) under an arrangement similar to the SPP operated by Platina in the 12 months prior to the Issue Date,

except to the extent that the person is issued with New Shares or interests as a Custodian under a custodian offer;
- (g) the applicant is a Custodian and has failed to provide Platina with a Custodian Certificate; or
- (h) the applicant has not otherwise complied with the Terms and Conditions.

4.5 The Board reserves the right to allocate fewer, or no, New Shares than an Eligible Shareholder applies for under the SPP, including, without limitation, in the event that the SPP is oversubscribed at its sole discretion (**Scale Back**). If there is a Scale Back, you may receive less than the parcel of New Shares for which you applied. If a Scale Back produces a fractional number of shares when applied to your parcel, the number of New Shares you will be issued will be rounded down to the nearest whole number of New Shares. In the event of a Scale Back, the difference between the Application Amount received by Platina, and the number of New Shares that will be issued to you multiplied by the Subscription Price, will be refunded to you.

4.6 If there is a consolidation or re-organisation of the issued share capital of Platina prior to the Closing Date, the maximum number of New Shares to be issued pursuant to and in accordance with the SPP shall be consolidated or re-organised (as the case may be) in the same ratio as the issued capital of Platina.

5. Certification by Eligible Shareholder

- 5.1 By making a BPAY® payment of the Application Amount in the manner specified in clause 4.1(a) or submitting an Application Form, together with the appropriate payment of the Application Amount in the manner specified in clause 4.1(b) you certify, acknowledge, warrant and represent as true, correct and not misleading to Platina that if you are not a Custodian, the aggregate of the application price paid by you for:
- (a) the New Shares the subject of the Application Form or the BPAY® payment;
 - (b) any other Shares applied for under a similar arrangement in the 12 months prior to the date of submission of the Application Form or making the BPAY® payment;
 - (c) any other Shares issued to a Custodian (as a result of an instruction given by you to the Custodian or another Custodian to apply for Shares on your behalf) under the SPP or under any similar arrangement operated by Platina in the 12 months prior to the date of submission of the Application Form or making the BPAY® payment and which resulted in the holder holding beneficial interests in the Shares; and

- (d) any other New Shares which you have instructed a Custodian to acquire on your behalf under the SPP,

does not exceed \$30,000.00.

6. Custodian

6.1 Eligible Shareholders who are Custodians may participate in the SPP on behalf of:

- (a) one or more persons that are not Custodians on whose behalf the Custodian is holding Shares; or
- (b) a person, on whose behalf, another Custodian (**Downstream Custodian**) holds beneficial interests in Shares and the Custodian holds the Shares to which those beneficial interests relate, on behalf of the Downstream Custodian or another Custodian,

(each a **Participating Beneficiary**).

6.2 If you are a Custodian holding Shares on behalf of two or more persons jointly, the joint beneficiaries will be taken to be a single Participating Beneficiary for the purposes of these Terms and Conditions.

6.3 If you are a Custodian and hold Shares on behalf of one or more Participating Beneficiaries, you may apply for up to a maximum of \$30,000.00 worth of New Shares for each Participating Beneficiary subject to providing Platina with a Custodian Certificate (included for Custodians with these Terms and Conditions), in addition to the Application Form, certifying the following:

- (a) that, as at the Record Date, either or both of the following apply:
 - (1) you hold Shares on behalf of one or more Participating Beneficiaries that are not Custodians; or
 - (2) a Downstream Custodian holds beneficial interests in Shares on behalf of one or more Participating Beneficiaries, and you hold the Shares on behalf of the Downstream Custodian or another Custodian,

and each Participating Beneficiary has subsequently instructed the following person to apply for New Shares on their behalf pursuant to the SPP:

- (1) where paragraph 6.3(a)(1) applies, you as the Custodian; and
 - (2) where paragraph 6.3(a)(2) applies, the Downstream Custodian.
- (b) the number of Participating Beneficiaries;
 - (c) the name and address of each Participating Beneficiary for whom the Custodian applies for New Shares;
 - (d) in respect of each Participating Beneficiary:
 - (1) where paragraph 6.3(a)(1) applies, the number of Shares that you hold on behalf of the Participating Beneficiary; and
 - (2) where paragraph 6.3(a)(2) applies, the number of Shares to which the beneficial interests relate;

- (e) in respect of each Participating Beneficiary:
 - (1) where paragraph 6.3(a)(1) applies, the number or dollar amount of New Shares the Participating Beneficiary has instructed you to apply for on their behalf; and
 - (2) where paragraph 6.3(a)(2) applies, the number or dollar amount of New Shares the Participating Beneficiary has instructed the Downstream Custodian to apply for on their behalf;
- (f) that there are no Participating Beneficiaries in respect of which the total of the application price for the following exceeds \$30,000.00:
 - (1) the New Shares applied for by you as Custodian on their behalf under the SPP; and
 - (2) any other Shares issued to you as Custodian in the 12 months prior to the date of submission of the Application Form as a result of an instruction given by them to you as Custodian or to a Downstream Custodian to apply for Shares under an arrangement similar to the SPP operated by Platina;
- (g) that a copy of the written offer document was given to each Participating Beneficiary; and
- (h) where paragraph 6.3(a)(2) applies, the name and address of each Custodian who holds beneficial interests in Shares held by the Custodian in relation to each Participating Beneficiary.

6.4 Custodians should have received a Custodian Certificate with these Terms and Conditions. If you are a Custodian and you did not receive a Custodian Certificate or would like further information on how to apply, you should contact the share registry.

7. Issue of Shares

- 7.1 Platina is prohibited from issuing any New Shares to any Eligible Shareholder unless the Eligible Shareholder has provided the certification set out in clause 5, and if a Custodian, has provided a Custodian Certificate, at the time of applying for the New Shares.
- 7.2 The Directors of Platina reserve the right to issue to Eligible Shareholders such number of New Shares under the SPP as is permitted under the Listing Rules without Shareholder approval. In the event that the SPP is oversubscribed, the Board reserves the right to allocate fewer, or no, New Shares than an Eligible Shareholder applies for under the SPP at its sole discretion.
- 7.3 Platina intends to issue the New Shares under the SPP on or about 9 October 2019 (**Issue Date**). Platina reserves the right to vary the Issue Date without further notice in the event that the Closing Date is varied pursuant to clauses 3.2 or 11.1.
- 7.4 Platina intends to issue the Shortfall to the Underwriter and/or sub-underwriters in accordance with the terms of the Underwriting Agreement on or about 9 October 2019.
- 7.5 In respect of application monies received from an Eligible Shareholder, Platina will, prior to the Issue Date, determine the maximum number of New Shares rounded down to the nearest whole number which may be acquired by any Eligible Shareholder.
- 7.6 The allocation of New Shares will be determined by the Board at its sole discretion.
- 7.7 The Directors reserve the right to accept oversubscriptions as they deem appropriate but not exceeding the threshold of \$30,000.00 per holder under Instrument 2019/547 and not

exceeding the threshold of 30% of the Shares on issue imposed under Listing Rule 7.2 Exception 15.

- 7.8 In the event that the Offer under the SPP is not fully subscribed and subject to the terms of the Underwriting Agreement, the Board reserves its right to issue New Shares in excess of the maximum \$30,000.00 worth of New Shares specified in clause 3.3 (**Additional Issue**), to any person (whether or not such person is an Eligible Shareholder) so long as the Additional Issue:
- (a) satisfies section 708 of the Corporations Act;
 - (b) complies with the ASX Listing Rules; and
 - (c) any approval of Shareholders to the Additional Issue which is required under the Listing Rules or the Corporations Act is obtained.
- 7.9 Platina will apply to ASX for quotation of the New Shares issued under the SPP (including pursuant to the Underwriting Agreement) and the Additional Issue (if any) within the period prescribed in the Listing Rules.

8. Subscription Price

- 8.1 The price of the New Shares will be an amount equal to 80% of the 5 day VWAP of the Company's shares traded on the ASX over the last 5 days immediately before the issue date of the New Shares, rounded up to the nearest 0.1 cent (the **Subscription Price**).
- 8.2 The New Shares are a speculative investment and the Market Price of the Shares may change between the Opening Date and the Issue Date. Platina does not make any assurance as to the Market Price of Shares and there can be no certainty that Shares in Platina will trade at or above the Subscription Price following the Issue Date. Shareholders should seek their own financial advice in relation to this Offer and participation in the SPP.
- 8.3 No brokerage, commissions, stamp duty or other transaction costs will be payable by Eligible Shareholders in respect of an application for, and an issue of, New Shares under the SPP.
- 8.4 Platina may pay brokerage and other commissions in respect of any subscriptions procured in respect of any Additional Issue, as determined by the Board in its discretion.

9. Rights attaching to New Shares

- 9.1 All New Shares issued under the SPP will be issued on the same terms as other Shares quoted on ASX and once issued, will rank pari pasu with existing Shares. Platina will apply for the New Shares to be quoted on ASX. It is anticipated that New Shares issued under the SPP will be quoted on ASX on, or shortly after, the Issue Date. Holding statements for the New Shares issued under the SPP will be sent to Eligible Shareholders who have participated in the SPP. If you trade any New Shares before you receive your holding statement, then you do so at your own risk.

10. Non-residents

- 10.1 The right to participate in this Offer under the SPP is available exclusively to persons who were registered as holders of Shares at 7.00pm (Sydney time) on the Record Date and whose registered address was in Australia or New Zealand.

11. General

- 11.1 The Board may change or terminate the SPP at any time prior to the Issue Date. If the Board does so, it will advise the ASX. Any omission to give notice of changes to, or termination of, the SPP, or the non-receipt of any such notice, will not invalidate the change or termination.

- 11.2 If the SPP is withdrawn, all Application Amounts received by Platina will be refunded. No interest will be paid on any refunded Application Amounts.
- 11.3 In addition to any rights of the Board to reject applications as set out in these Terms and Conditions, the Board also reserves the right to allocate fewer, or no, New Shares than an Eligible Shareholder applies for under the SPP if the Board believes that the allotment of those New Shares would contravene any of the Listing Rules or the requirements of Instrument 2019/547. In any such case, excess Application Amounts will be returned to the relevant applicant(s). No interest will be paid on Application Amounts so returned.
- 11.4 Platina may settle in any manner it deems appropriate, any disputes or anomalies which may arise in connection with or by reason of the operation of the SPP, whether generally or in relation to any applicant or application for New Shares. The decision of Platina will be conclusive and binding on all persons to whom the determination relates.
- 11.5 Platina reserves the right to waive compliance with any provision of the SPP Terms and Conditions.
- 11.6 The Offer of New Shares under the SPP is in accordance with Instrument 2019/547 which grants relief from the requirement to prepare a disclosure document for this Offer and in accordance with the Listing Rules.
- 11.7 In New Zealand, the Offer of New Shares under the SPP is in accordance with the *Financial Markets Conduct Act 2013* (NZ), the *Financial Markets Conduct Regulations 2014* (NZ) and the *Financial Markets Conduct (Incidental Offers) Exemption Notice 2016* (NZ).
- 11.8 The contents of this document have not been reviewed by any regulatory authority in any jurisdiction. By filling out the Application Form to apply for New Shares, you are providing personal information about yourself to Platina. Platina, and its share registry on its behalf, collect, hold and use that personal information in order to process your application, service your needs as a Shareholder, to provide facilities and services that you request and to carry out appropriate administration. Your personal information may also be used from time to time to inform you about other products and services offered by Platina, as well as its related body corporates, which Platina considers may be of interest to you. If you do not want your personal information to be used for this purpose, please contact Platina. You may request access to your personal information held by (or on behalf of) Platina by contacting Platina or its share registry, Link Market Services.
- 11.9 These Terms and Conditions of the SPP are governed by the laws in force in Western Australia.