

Appendix 2A

Application for quotation of +securities

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

If you are an entity incorporated outside Australia and you are seeking quotation of a new class of +securities other than CDIs, you will need to obtain and provide an International Securities Identification Number (ISIN) for that class. Further information on the requirement for the notification of an ISIN is available from the Create Online Forms page. ASX is unable to create the new ISIN for non-Australian issuers.

*Denotes minimum information required for first lodgement of this form, with exceptions provided in specific notes for certain questions. The balance of the information, where applicable, must be provided as soon as reasonably practicable by the entity.

Part 1 – Entity and announcement details

Question no	Question	Answer
1.1	*Name of entity We (the entity here named) apply for +quotation of the following +securities and agree to the matters set out in Appendix 2A of the ASX Listing Rules. ¹	Aurelia Metals Limited (AMI)
1.2	*Registration type and number <i>Please supply your ABN, ARSN, ARBN, ACN or another registration type and number (if you supply another registration type, please specify both the type of registration and the registration number).</i>	ACN 108 476 384
1.3	*ASX issuer code	AMI
1.4	*This announcement is <i>Tick whichever is applicable.</i>	<input checked="" type="checkbox"/> A new announcement <input type="checkbox"/> An update/amendment to a previous announcement <input type="checkbox"/> A cancellation of a previous announcement
1.4a	*Reason for update <i>Mandatory only if "Update" ticked in Q1.4 above. A reason must be provided for an update.</i>	N/A
1.4b	*Date of previous announcement to this update <i>Mandatory only if "Update" ticked in Q1.4 above.</i>	N/A
1.4c	*Reason for cancellation <i>Mandatory only if "Cancellation" ticked in Q1.4 above.</i>	N/A
1.4d	*Date of previous announcement to this cancellation <i>Mandatory only if "Cancellation" ticked in Q1.4 above.</i>	N/A

¹ Appendix 2A of the Listing Rules includes a warranty that an offer of the securities for sale within 12 months after their issue will not require disclosure under section 707(3) or 1012C(6) of the Corporations Act. If the securities to be quoted have been issued by way of a pro rata offer, to give this warranty, you will generally need to have lodged a cleansing notice with ASX under section 708AA(2)(f) or 1012DAA(2)(f) of the Corporations Act within 24 hours before the securities are offered (see ASIC Regulatory Guide 189 *Disclosure relief for rights issues*). If in doubt, please consult your legal adviser.

1.5	*Date of this announcement	6 May 2021
-----	----------------------------	------------

Part 2 – Type of issue

Question No.	Question	Answer
2.1	<p>*The +securities to be quoted are:</p> <p><i>Select whichever item is applicable.</i></p> <p><i>If you wish to apply for quotation of different types of issues of securities, please complete a separate Appendix 2A for each type of issue.</i></p>	<p><input type="checkbox"/> Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B</p> <p><input type="checkbox"/> Being issued under a +dividend or distribution plan</p> <p><input type="checkbox"/> Being issued as a result of options being exercised or other +convertible securities being converted</p> <p><input type="checkbox"/> Unquoted partly paid +securities that have been paid up and are now quoted fully paid +securities</p> <p><input type="checkbox"/> +Restricted securities where the escrow period has expired or is about to expire</p> <p><input type="checkbox"/> +Securities previously issued under an +employee incentive scheme where the restrictions on transfer have ceased or are about to cease</p> <p><input checked="" type="checkbox"/> +Securities issued under an +employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer</p> <p><input type="checkbox"/> Other</p>
2.2a.1	<p>*Date of Appendix 3B notifying the market of the proposed issue of +securities for which quotation is now being sought</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B"</i></p>	N/A
2.2a.2	<p>*Are there any further issues of +securities yet to take place to complete the transaction(s) referred to in the Appendix 3B?</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B".</i></p>	N/A

2.2a.2.1	<p>*Please provide details of the further issues of +securities yet to take place to complete the transaction(s) referred to in the Appendix 3B</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.2a.2 is "Yes".</i></p> <p><i>Please provide details of the proposed dates and number of securities for the further issues. This may be the case, for example, if the Appendix 3B related to an accelerated pro rata offer with an institutional component being quoted on one date and a retail component being quoted on a later date.</i></p>	N/A
2.2b.1	<p>*Date of Appendix 3A.1 lodged with ASX in relation to the underlying +dividend or distribution</p> <p><i>Answer this question if your response to Q2.1 is "Being issued under a dividend or distribution plan".</i></p>	N/A
2.2b.2	<p>*Does the +dividend or distribution plan meet the requirement of listing rule 7.2 exception 4 that it does not impose a limit on participation?</p> <p><i>Answer this question if your response to Q2.1 is "Being issued under a dividend or distribution plan".</i></p> <p><i>Note: Exception 4 only applies where security holders are able to elect to receive all of their dividend or distribution as securities. For example, Exception 4 would not apply in the following circumstances: 1) The entity has specified a dollar limit on the level of participation e.g. security holders can only participate to a maximum value of \$x in respect of their entitlement, or 2) The entity has specified a maximum number of securities that can participate in the plan e.g. security holders can only receive securities in lieu of dividend payable for x number of securities.</i></p>	N/A
2.2c.1	<p>Please state the number and type of options that were exercised or other +convertible securities that were converted (including their ASX security code)</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as a result of options being exercised or other convertible securities being converted".</i></p>	N/A
2.2c.2	<p>And the date the options were exercised or other +convertible securities were converted</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as a result of options being exercised or other convertible securities being converted".</i></p> <p><i>Note: If this occurred over a range of dates, enter the date the last of the options was exercised or convertible securities was converted.</i></p>	N/A
2.2d.1	<p>Please state the number and type of partly paid +securities (including their ASX security code) that were fully paid up</p> <p><i>Answer this question if your response to Q2.1 is "Unquoted partly paid securities that have been paid up and are now quoted fully paid securities".</i></p>	N/A

2.2d.2	<p>And the date the +securities were fully paid up</p> <p><i>Answer this question if your response to Q2.1 is "Unquoted partly paid securities that have been paid up and are now quoted fully paid securities".</i></p> <p><i>Note: If this occurred over a range of dates, enter the date the last of the securities was fully paid up.</i></p>	N/A
2.2e.1	<p>Please state the number and type of +restricted securities (including their ASX security code) where the escrow period has expired or is about to expire</p> <p><i>Answer this question if your response to Q2.1 is "Restricted securities where the escrow period has expired or is about to expire".</i></p>	N/A
2.2e.2	<p>And the date the escrow restrictions have ceased or will cease</p> <p><i>Answer this question if your response to Q2.1 is "Restricted securities where the escrow period has expired or is about to expire".</i></p> <p><i>Note: If this occurred over a range of dates, enter the date the last of the escrow restrictions has ceased or will cease.</i></p>	N/A
2.2f.1	<p>Please state the number and type of +securities (including their ASX security code) previously issued under the +employee incentive scheme where the restrictions on transfer have ceased or are about to cease</p> <p><i>Answer this question if your response to Q2.1 is "Securities previously issued under an employee incentive scheme where the restrictions on transfer have ceased or are about to cease".</i></p>	N/A
2.2f.2	<p>And the date the restrictions on transfer have ceased or will cease:</p> <p><i>Answer this question if your response to Q2.1 is "Securities previously issued under an employee incentive scheme where the restrictions on transfer have ceased or are about to cease".</i></p> <p><i>Note: If this occurred over a range of dates, enter the date the last of the restrictions on transfer has ceased or will cease.</i></p>	N/A
2.2g.1	<p>Please state the number and type of +securities (including their ASX security code) issued under an +employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer</p> <p><i>Answer this question if your response to Q2.1 is "Securities issued under an employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer".</i></p>	413,350 AMI Shares

2.2g.2	<p>*Please attach a document or provide details of a URL link for a document lodged with ASX detailing the terms of the +employee incentive scheme or a summary of the terms.</p> <p><i>Answer this question if your response to Q2.1 is "Securities issued under an employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer".</i></p>	Aurelia Metals General Employee Share Plan Rules (attached)									
2.2g.3	<p>*Are any of these +securities being issued to +key management personnel (KMP) or an +associate</p> <p><i>Answer this question if your response to Q2.1 is "Securities issued under an employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer".</i></p>	Yes									
2.2g.3.a	<p>*Provide details of the recipients and the number of +securities issued to each of them.</p> <p><i>Answer this question if your response to Q2.1 is "Securities issued under an employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer" and your response to Q2.2g.3 is "Yes". Repeat the detail in the table below for each KMP involved in the issue. If the securities are being issued to the KMP, repeat the name of the KMP or insert "Same" in "Name of registered holder". If the securities are being issued to an associate of a KMP, insert the name of the associate in "Name of registered holder".</i></p> <table border="1"> <thead> <tr> <th>Name of KMP</th><th>Name of registered holder</th><th>Number of +securities</th></tr> </thead> <tbody> <tr> <td>Ian Poole</td><td>Ian Poole</td><td>2,362</td></tr> <tr> <td>Peter Trout</td><td>Peter Trout</td><td>2,362</td></tr> </tbody> </table>		Name of KMP	Name of registered holder	Number of +securities	Ian Poole	Ian Poole	2,362	Peter Trout	Peter Trout	2,362
Name of KMP	Name of registered holder	Number of +securities									
Ian Poole	Ian Poole	2,362									
Peter Trout	Peter Trout	2,362									
2.2h.1	<p>*The purpose(s) for which the entity is issuing the +securities is:</p> <p><i>Answer this question if your response to Q2.1 is "Other".</i></p> <p><i>You may select one or more of the items in the list.</i></p>	<p><input type="checkbox"/> To raise additional working capital</p> <p><input type="checkbox"/> To fund the retirement of debt</p> <p><input type="checkbox"/> To pay for the acquisition of an asset [provide details below]</p> <p><input type="checkbox"/> To pay for services rendered [provide details below]</p> <p><input type="checkbox"/> Other [provide details below]</p> <p><i>Additional details:</i></p>									
2.2h.2	<p>*Please provide any further information needed to understand the circumstances in which you are applying to have these +securities quoted on ASX, including (if applicable) why the issue of the +securities has not been previously announced to the market in an Appendix 3B</p> <p><i>You must answer this question if your response to Q2.1 is "Other". If there is no other information to provide, please answer "Not applicable" or "N/A".</i></p>	N/A									
2.2i	<p>*Are these +securities being offered under a +disclosure document or +PDS?</p> <p><i>Answer this question if your response to Q2.1 is any option other than "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B".</i></p>	N/A									

2.2i.1	<p>*Date of +disclosure document or +PDS?</p> <p><i>Answer this question if your response to Q2.1 is any option other than "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.2i is "Yes".</i></p> <p><i>Under the Corporations Act, the entity must apply for quotation of the securities within 7 days of the date of the disclosure document or PDS.</i></p>	N/A
2.3	<p>*The +securities to be quoted are:</p> <p><i>Tick whichever is applicable</i></p>	<p><input checked="" type="checkbox"/> Additional +securities in a class that is already quoted on ASX ("existing class")</p> <p><input type="checkbox"/> New +securities in a class that is not yet quoted on ASX ("new class")</p>

Part 3A – number and type of +securities to be quoted (existing class or new class) where issue has previously been notified to ASX in an Appendix 3B

Answer the questions in this Part if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.3 is "existing class" or "new class".

Question No.	Question	Answer
3A.1	*ASX security code & description	Security code: AML Description: Ordinary fully paid shares
3A.2	*Number of +securities to be quoted	413,350

Part 3B – number and type of +securities to be quoted (existing class) where issue has not previously been notified to ASX in an Appendix 3B

Answer the questions in this Part if your response to Q2.1 is anything other than "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.3 is "existing class".

Question No.	Question	Answer
3B.1	*ASX security code & description	N/A
3B.2	*Number of +securities to be quoted	N/A
3B.3a	*Will the +securities to be quoted rank equally in all respects from their issue date with the existing issued +securities in that class?	N/A
3B.3b	<p>*Is the actual date from which the +securities will rank equally (non-ranking end date) known?</p> <p><i>Answer this question if your response to Q3B.3a is "No".</i></p>	N/A
3B.3c	<p>*Provide the actual non-ranking end date</p> <p><i>Answer this question if your response to Q3B.3a is "No" and your response to Q3B.3b is "Yes".</i></p>	N/A
3B.3d	<p>*Provide the estimated non-ranking end period</p> <p><i>Answer this question if your response to Q3B.3a is "No" and your response to Q3B.3b is "No".</i></p>	N/A

3B.3e	<p>*Please state the extent to which the +securities do not rank equally:</p> <ul style="list-style-type: none"> • in relation to the next dividend, distribution or interest payment; or • for any other reason <p><i>Answer this question if your response to Q3B.3a is "No".</i></p> <p><i>For example, the securities may not rank at all, or may rank proportionately based on the percentage of the period in question they have been on issue, for the next dividend, distribution or interest payment; or they may not be entitled to participate in some other event, such as an entitlement issue.</i></p>	N/A
-------	--	-----

Part 3C – number and type of +securities to be quoted (new class) where issue has not previously been notified to ASX in an Appendix 3B

Answer the questions in this Part if your response to Q2.1 is anything other than "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.3 is "new class".

Question No.	Question	Answer
3C.1	*Security description	N/A
3C.2	<p>*Security type</p> <p><i>Select one item from the list that best describes the securities the subject of this form. This will determine more detailed questions to be asked about the security later in this section. Select "ordinary fully or partly paid shares/units" for stapled securities or CDIs. For interest rate securities, please select the appropriate choice from either "Convertible debt securities" or "Non-convertible debt securities". Select "Other" for performance shares/units and performance options/rights or if the selections available in the list do not appropriately describe the security being issued.</i></p>	<input type="checkbox"/> Ordinary fully or partly paid shares/units <input type="checkbox"/> Options <input type="checkbox"/> +Convertible debt securities <input type="checkbox"/> Non-convertible +debt securities <input type="checkbox"/> Redeemable preference shares/units <input type="checkbox"/> Other
3C.3	<p>ISIN code</p> <p><i>Answer this question if you are an entity incorporated outside Australia and you are seeking quotation of a new class of securities other than CDIs. See also the note at the top of this form.</i></p>	N/A
3C.4	*Number of +securities to be quoted	N/A
3C.5a	*Will all the +securities issued in this class rank equally in all respects from the issue date?	N/A
3C.5b	<p>*Is the actual date from which the +securities will rank equally (non-ranking end date) known?</p> <p><i>Answer this question if your response to Q3C.5a is "No".</i></p>	N/A
3C.5c	<p>*Provide the actual non-ranking end date</p> <p><i>Answer this question if your response to Q3C.5a is "No" and your response to Q3C.5b is "Yes".</i></p>	N/A
3C.5d	<p>*Provide the estimated non-ranking end period</p> <p><i>Answer this question if your response to Q3C.5a is "No" and your response to Q3C.5b is "No".</i></p>	N/A

3C.5e	<p>*Please state the extent to which the +securities do not rank equally:</p> <ul style="list-style-type: none"> in relation to the next dividend, distribution or interest payment; or for any other reason <p><i>Answer this question if your response to Q3C.5a is "No".</i></p> <p><i>For example, the securities may not rank at all, or may rank proportionately based on the percentage of the period in question they have been on issue, for the next dividend, distribution or interest payment; or they may not be entitled to participate in some other event, such as an entitlement issue.</i></p>	N/A																		
3C.6	<p>Please attach a document or provide a URL link for a document lodged with ASX setting out the material terms of the +securities to be quoted</p> <p><i>You may cross-reference a disclosure document, PDS, information memorandum, investor presentation or other announcement with this information provided it has been released to the ASX Market Announcements Platform.</i></p>	N/A																		
3C.7	<p>*Have you received confirmation from ASX that the terms of the +securities are appropriate and equitable under listing rule 6.1?</p> <p><i>Answer this question only if you are an ASX Listing. (ASX Foreign Exempt Listings and ASX Debt Listings do not have to answer this question).</i></p> <p><i>If your response is "No" and the securities have any unusual terms, you should approach ASX as soon as possible for confirmation under listing rule 6.1 that the terms are appropriate and equitable.</i></p>	N/A																		
3C.8	<p>*Provide a distribution schedule for the new +securities according to the categories set out in the left hand column – including the number of recipients and the total percentage of the new +securities held by the recipients in each category.</p> <table border="1"> <thead> <tr> <th>Number of +securities held</th><th>Number of holders</th><th>Total percentage of +securities held</th></tr> </thead> <tbody> <tr> <td>1 – 1,000</td><td></td><td></td></tr> <tr> <td>1,001 – 5,000</td><td></td><td></td></tr> <tr> <td>5,001 – 10,000</td><td></td><td></td></tr> <tr> <td>10,001 – 100,000</td><td></td><td></td></tr> <tr> <td>100,001 and over</td><td></td><td></td></tr> </tbody> </table> <p><i>Answer this question only if you are an ASX Listing (ASX Foreign Exempt Listings and ASX Debt Listings do not have to answer this question) and the securities to be quoted have already been issued.</i></p> <p><i>Note: if the securities to be quoted have not yet been issued, under listing rule 3.10.5, you will need to provide to ASX a list of the 20 largest recipients of the new +securities, and the number and percentage of the new +securities received by each of those recipients, and a distribution schedule for the securities when they are issued.</i></p>		Number of +securities held	Number of holders	Total percentage of +securities held	1 – 1,000			1,001 – 5,000			5,001 – 10,000			10,001 – 100,000			100,001 and over		
Number of +securities held	Number of holders	Total percentage of +securities held																		
1 – 1,000																				
1,001 – 5,000																				
5,001 – 10,000																				
10,001 – 100,000																				
100,001 and over																				
3C.9a	<p>Ordinary fully or partly paid shares/units details</p> <p><i>Answer the questions in this section if you selected this security type in your response to Question 3C.2.</i></p>																			
	<p>*+Security currency</p> <p><i>This is the currency in which the face amount of an issue is denominated. It will also typically be the currency in which distributions are declared.</i></p>	N/A																		
	<p>*Will there be CDIs issued over the +securities?</p>	N/A																		

	<p>*CDI ratio <i>Answer this question if you answered "Yes" to the previous question. This is the ratio at which CDIs can be transmuted into the underlying security (e.g. 4:1 means 4 CDIs represent 1 underlying security whereas 1:4 means 1 CDI represents 4 underlying securities).</i></p>	N/A
	<p>*Is it a partly paid class of +security?</p>	N/A
	<p>*Paid up amount: unpaid amount <i>Answer this question if answered "Yes" to the previous question.</i> <i>The paid up amount represents the amount of application money and/or calls which have been paid on any security considered 'partly paid'</i> <i>The unpaid amount represents the unpaid or yet to be called amount on any security considered 'partly paid'.</i> <i>The amounts should be provided per the security currency (e.g. if the security currency is AUD, then the paid up and unpaid amount per security in AUD).</i></p>	N/A
	<p>*Is it a stapled +security? <i>This is a security class that comprises a number of ordinary shares and/or ordinary units issued by separate entities that are stapled together for the purposes of trading.</i></p>	N/A
3C.9b	<p>Option details <i>Answer the questions in this section if you selected this security type in your response to Question 3C.2.</i></p>	
	<p>*+Security currency <i>This is the currency in which the exercise price is payable.</i></p>	N/A
	<p>*Exercise price <i>The price at which each option can be exercised and convert into the underlying security.</i> <i>The exercise price should be provided per the security currency (i.e. if the security currency is AUD, the exercise price should be expressed in AUD).</i></p>	N/A
	<p>*Expiry date <i>The date on which the options expire or terminate.</i></p>	N/A
	<p>*Details of the number and type of +security (including its ASX security code if the +security is quoted on ASX) that will be issued if an option is exercised <i>For example, if the option can be exercised to receive one fully paid ordinary share with ASX security code ABC, please insert "One fully paid ordinary share (ASX:ABC)".</i></p>	N/A

3C.9c	Details of non-convertible +debt securities, +convertible debt securities, or redeemable preference shares/units <i>Answer the questions in this section if you selected one of these security types in your response to Question 3C.2.</i> <i>Refer to Guidance Note 34 and the “Guide to the Naming Conventions and Security Descriptions for ASX Quoted Debt and Hybrid Securities” for further information on certain terms used in this section</i>	
	*Type of +security <i>Select one item from the list</i>	<input type="checkbox"/> Simple corporate bond <input type="checkbox"/> Non-convertible note or bond <input type="checkbox"/> Convertible note or bond <input type="checkbox"/> Preference share/unit <input type="checkbox"/> Capital note <input type="checkbox"/> Hybrid security <input type="checkbox"/> Other
	*+Security currency <i>This is the currency in which the face value of the security is denominated. It will also typically be the currency in which interest or distributions are paid.</i>	N/A
	Face value <i>This is the principal amount of each security.</i> <i>The face value should be provided per the security currency (i.e. if security currency is AUD, then the face value per security in AUD).</i>	N/A
	*Interest rate type <i>Select one item from the list</i> <i>Select the appropriate interest rate type per the terms of the security. Definitions for each type are provided in the Guide to the Naming Conventions and Security Descriptions for ASX Quoted Debt and Hybrid Securities</i>	<input type="checkbox"/> Fixed rate <input type="checkbox"/> Floating rate <input type="checkbox"/> Indexed rate <input type="checkbox"/> Variable rate <input type="checkbox"/> Zero coupon/no interest <input type="checkbox"/> Other
	Frequency of coupon/interest payments per year <i>Select one item from the list.</i>	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annual <input type="checkbox"/> Annual <input type="checkbox"/> No coupon/interest payments <input type="checkbox"/> Other
	First interest payment date <i>A response is not required if you have selected “No coupon/interest payments” in response to the question above on the frequency of coupon/interest payments</i>	N/A
	Interest rate per annum <i>Answer this question if the interest rate type is fixed.</i>	N/A
	*Is the interest rate per annum estimated at this time? <i>Answer this question if the interest rate type is fixed.</i>	N/A
	If the interest rate per annum is estimated, then what is the date for this information to be announced to the market (if known) <i>Answer this question if the interest rate type is fixed and your response to the previous question is “Yes”.</i> <i>Answer “Unknown” if the date is not known at this time.</i>	N/A

	<p>*Does the interest rate include a reference rate, base rate or market rate (e.g. BBSW or CPI)?</p> <p><i>Answer this question if the interest rate type is floating or indexed.</i></p>	N/A
	<p>*What is the reference rate, base rate or market rate?</p> <p><i>Answer this question if the interest rate type is floating or indexed and your response to the previous question is "Yes".</i></p>	N/A
	<p>*Does the interest rate include a margin above the reference rate, base rate or market rate?</p> <p><i>Answer this question if the interest rate type is floating or indexed.</i></p>	N/A
	<p>*What is the margin above the reference rate, base rate or market rate (expressed as a percent per annum)</p> <p><i>Answer this question if the interest rate type is floating or indexed and your response to the previous question is "Yes".</i></p>	N/A
	<p>*S128F of the Income Tax Assessment Act status applicable to the +security</p> <p><i>Select one item from the list</i></p> <p><i>For financial products which are likely to give rise to a payment to which s128F of the Income Tax Assessment Act applies, ASX requests issuers to confirm the s128F status of the security:</i></p> <ul style="list-style-type: none"> • "s128F exempt" means interest payments are not taxable to non-residents; • "Not s128F exempt" means interest payments are taxable to non-residents; • "s128F exemption status unknown" means the issuer is unable to advise the status; • "Not applicable" means s128F is not applicable to this security 	<input type="checkbox"/> s128F exempt <input type="checkbox"/> Not s128F exempt <input type="checkbox"/> s128F exemption status unknown <input type="checkbox"/> Not applicable
	<p>*Is the +security perpetual (i.e. no maturity date)?</p>	N/A
	<p>*Maturity date</p> <p><i>Answer this question if the security is not perpetual</i></p>	N/A

	<p>*Select other features applicable to the +security</p> <p><i>Up to 4 features can be selected. Further information is available in the Guide to the Naming Conventions and Security Descriptions for ASX Quoted Debt and Hybrid Securities.</i></p>	<input type="checkbox"/> Simple <input type="checkbox"/> Subordinated <input type="checkbox"/> Secured <input type="checkbox"/> Converting <input type="checkbox"/> Convertible <input type="checkbox"/> Transformable <input type="checkbox"/> Exchangeable <input type="checkbox"/> Cumulative <input type="checkbox"/> Non-Cumulative <input type="checkbox"/> Redeemable <input type="checkbox"/> Extendable <input type="checkbox"/> Reset <input type="checkbox"/> Step-Down <input type="checkbox"/> Step-Up <input type="checkbox"/> Stapled <input type="checkbox"/> None of the above
	<p>*Is there a first trigger date on which a right of conversion, redemption, call or put can be exercised (whichever is first)?</p>	N/A
	<p>*If yes, what is the first trigger date</p> <p><i>Answer this question if your response to the previous question is "Yes".</i></p>	N/A
	<p>Details of the number and type of +security (including its ASX security code if the +security is quoted on ASX) that will be issued if the +securities to be quoted are converted, transformed or exchanged</p> <p><i>Answer this question if the security features include "converting", "convertible", "transformable" or "exchangeable".</i></p> <p><i>For example, if the security can be converted into 1,000 fully paid ordinary shares with ASX security code ABC, please insert "1,000 fully paid ordinary shares (ASX:ABC)".</i></p>	N/A

Part 4 – Issue details

Question No.	Question	Answer
4.1	*Have the +securities to be quoted been issued yet?	Yes
4.1a	*What was their date of issue? <i>Answer this question if your response to Q4.1 is "Yes".</i>	30 April 2021
4.1b	*What is their proposed date of issue? <i>Answer this question if your response to Q4.1 is "No".</i>	N/A
4.2	*Are the +securities to be quoted being issued for a cash consideration? <i>If the securities are being issued for nil cash consideration, answer this question "No".</i>	No

4.2a	<p>*In what currency is the cash consideration being paid</p> <p><i>For example, if the consideration is being paid in Australian Dollars, state AUD.</i></p> <p><i>Answer this question if your response to Q4.2 is "Yes".</i></p>	N/A
4.2b	<p>*What is the issue price per +security</p> <p><i>Answer this question if your response to Q4.2 is "Yes" and by reference to the issue currency provided in your response to Q4.2a.</i></p> <p><i>Note: you cannot enter a nil amount here. If the securities are being issued for nil cash consideration, answer Q4.2 as "No" and complete Q4.2c and Q4.2d.</i></p>	N/A
4.2c	<p>Please describe the consideration being provided for the +securities to be quoted</p> <p><i>Answer this question if your response to Q4.2 is "No".</i></p>	None – the shares are being issued pursuant to the Aurelia Metals General Employee Share Plan.
4.2d	<p>Please provide an estimate (in AUD) of the value of the consideration being provided per +security for the +securities to be quoted</p> <p><i>Answer this question if your response to Q4.2 is "No".</i></p>	\$0.4234 per share
4.3	Any other information the entity wishes to provide about the issue	N/A

Part 5 – Issued capital following quotation

<p>Following the quotation of the +securities the subject of this application, the issued capital of the entity will comprise:</p> <p><i>Note: the figures provided in the tables in sections 5.1 and 5.2 below are used to calculate the total market capitalisation of the entity published by ASX from time to time. Please make sure you include in the relevant table each class of securities issued by the entity.</i></p> <p><i>If you have quoted CHESS Depository Interests (CDIs) issued over your securities, include them in the table in section 5.1 and include in the table in section 5.2 any securities that do not have CDIs issued over them (and therefore are not quoted on ASX).</i></p> <p><i>Restricted securities should only be included in the table in section 5.1 if you are applying to have them quoted because the escrow period for the securities has expired or is about to expire. Otherwise include them in the table in section 5.2.</i></p>									
5.1	<p>*Quoted +securities (total number of each +class of +securities quoted on ASX following the +quotation of the +securities the subject of this application)</p> <table border="1"> <thead> <tr> <th>ASX security code and description</th><th>Total number of +securities on issue</th></tr> </thead> <tbody> <tr> <td>AMI: fully paid ordinary shares</td><td>1,234,739,875</td></tr> <tr> <td> </td><td> </td></tr> <tr> <td> </td><td> </td></tr> </tbody> </table>	ASX security code and description	Total number of +securities on issue	AMI: fully paid ordinary shares	1,234,739,875				
ASX security code and description	Total number of +securities on issue								
AMI: fully paid ordinary shares	1,234,739,875								

5.2	*Unquoted +securities (total number of each +class of +securities issued but not quoted on ASX):	
	ASX security code and description	Total number of +securities on issue
	Unquoted Performance Rights (AMIAQ)	10,648,967 Performance Rights comprising: <ul style="list-style-type: none"> • 307,969 AMIAQ: Class 18B Performance Rights; • 2,470,720 AMIAQ: Class 19A Performance Rights; • 1,565,201 AMIAQ: Class 19C Performance Rights; and • 6,305,077 AMIAQ: Class 2021 Performance Rights.

Part 6 – Other Listing Rule requirements

The questions in this Part should only be answered if you are an ASX Listing (ASX Foreign Exempt Listings and ASX Debt Listings do not need to complete this Part) and:

1. your response to Q2.1 is "Being issued under a dividend/distribution plan" and the response to Q2.2b.2 is "No"; or
2. your response to Q2.1 is "Other".

Note that if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B", it is assumed that you will have provided the information referred to in this Part in the Appendix 3B.

Question No.	Question	Answer
6.1	*Has the entity obtained, or is it obtaining, +security holder approval for the issue under listing rule 7.1?	N/A
6.1a	*Date of meeting or proposed meeting to approve the issue under listing rule 7.1 <i>Answer this question if the response to Q6.1 is "Yes".</i>	N/A
6.1b	*Are any of the +securities being issued without +security holder approval using the entity's 15% placement capacity under listing rule 7.1? <i>Answer this question if the response to Q6.1 is "No".</i>	N/A
6.1b.1	*How many +securities are being issued without +security holder approval using the entity's 15% placement capacity under listing rule 7.1? <i>Answer this question if the response to Q6.1 is "No" and the response to Q6.1b is "Yes".</i> <i>Please complete and separately send by email to your ASX listings adviser a work sheet in the form of Annexure B to Guidance Note 21 confirming the entity has the available capacity under listing rule 7.1 to issue that number of securities.</i>	N/A
6.1c	*Are any of the +securities being issued without +security holder approval using the entity's additional 10% placement capacity under listing rule 7.1A (if applicable)? <i>Answer this question if the response to Q6.1 is "No".</i>	N/A

6.1c.1	<p>*How many +securities are being issued without +security holder approval using the entity's additional 10% placement capacity under listing rule 7.1A?</p> <p><i>Answer this question if the response to Q6.1 is "No" and the response to Q6.1c is "Yes".</i></p> <p><i>Please complete and separately send by email to your ASX listings adviser a work sheet in the form of Annexure C to Guidance Note 21 confirming the entity has the available capacity under listing rule 7.1A to issue that number of securities.</i></p>	
--------	--	--

Introduced 01/12/19, amended 31/01/20

Aurelia Metals Limited
(ACN 108 476 384)

Aurelia Metals
General Employee Share Plan Rules

Dated 24 February 2021

Contents

PART A – GENERAL RULES FOR DEFERRED PLAN AND EXEMPT PLAN	1
1 Purpose	1
2 Definitions and Interpretation	1
2.1 Definitions	1
2.2 Interpretation	3
3 Securities Dealing Restrictions	3
4 Contracts of Employment and Other Employment and Engagement Rights	4
4.1 Rules not part of employment contract, etc	4
4.2 Rights of relevant persons	4
5 Appointment of Attorney	4
6 Commencement, Suspension and Termination of the Plan	4
6.1 Plan commencement	4
6.2 Suspension or termination of the Plan	5
6.3 Timing of acquisition	5
7 Powers of the Board	5
8 Amendment of Rules or Terms of Grant	6
8.1 General	6
8.2 Limitation on amendments	6
8.3 Error correction	6
9 Overriding Restriction	6
10 Plan Costs	7
10.1 Acquisition and administration costs	7
10.2 Employment taxes	7
11 No Waiver	7
12 Severability of Provisions	7
13 Notices	7
14 Data Protection	8
15 Governing Law and Jurisdiction	9
PART B – SPECIFIC RULES FOR DEFERRED PLAN	10
16 Offer to Participate in the Aurelia Deferred Plan	10
16.1 Plan Offer	10
16.2 Provision of information with Plan Offer	10
17 Acceptance of Offer to Participate in the Aurelia Deferred Plan	11
17.1 Plan Acceptance Form	11
17.2 Implications of acceptance	11
18 Issue or Transfer of Deferred Shares	11
18.1 Issue or transfer of Deferred Shares	11
18.2 Allocation of Shares to directors or other specified persons	11
18.3 Registration of Deferred Shares	12
18.4 Ranking of Deferred Shares	12
18.5 Rights in respect of Deferred Shares	12
18.6 Quotation on ASX	12
19 Dealing Restrictions on Deferred Shares	12
19.1 No dealing	12
19.2 Holding lock, etc	12
19.3 Board discretion	12

20	Change of Control	13
PART C – SPECIFIC RULES FOR EXEMPT PLAN		14
21	Offer to Participate in the Aurelia Exempt Plan	14
21.1	Plan Offer	14
21.2	Provision of information with Plan Offer	14
22	Acceptance of Offer to Participate in the Aurelia Exempt Plan	15
22.1	Plan Acceptance Form or other acceptance	15
22.2	Implications of acceptance	15
23	Issue or Transfer of Exempt Shares	15
23.1	Issue or transfer of Exempt Shares	15
23.2	Allocation of Shares to directors or other specified persons	16
23.3	Registration of Exempt Shares	16
23.4	Ranking of Exempt Shares	16
23.5	Rights in respect of Exempt Shares	16
23.6	Quotation on ASX	16
24	Dealing Restrictions on Exempt Shares	16
24.1	No dealing	16
24.2	Holding lock, etc	16
24.3	Board discretion	17

PART A – GENERAL RULES FOR DEFERRED PLAN AND EXEMPT PLAN

1 Purpose

The purpose of the General Employee Share Plan is to increase employee incentive and motivation by providing Eligible Employees with the opportunity to participate in a tax effective way in the growth of the Company.

Parts A and B of this document (comprising Rules 1 to 15 and Rules 16 to 20 respectively) set out rules under which shares in the Company can be acquired by Eligible Employees in a manner that qualifies for income tax deferral under Australian income tax laws. Parts A and C of this document (comprising Rules 1 to 15 and 21 to 24 respectively) set out rules under which shares in the Company can be acquired by Eligible Employees in a manner that may qualify for income tax exemption under Australian income tax laws.

2 Definitions and Interpretation

2.1 Definitions

In these Rules, unless the context otherwise requires.

ASX means ASX Limited (ABN 98 008 624 691) or, as the case requires, the financial market known as 'ASX' operated by it.

Aurelia Deferred Plan means the plan established under and operated in accordance with this Part A (comprising Rules 1 to 15) and Part B (comprising Rules 16 to 20) of this document.

Aurelia Exempt Plan means the plan established under and operated in accordance with this Part A (comprising Rules 1 to 15) and Part C (comprising Rules 21 to 24) of this document.

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

Business Day means a day which is not a Saturday, Sunday or a public holiday in Queensland.

Casual Employee means, at any particular time, an individual who is, or might reasonably be expected to be, employed by a Group Company to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with the Group Company.

Change of Control Event means the occurrence of any of the following:

- (a) any person, either alone or together with any associate (as defined in the Corporations Act), acquires a relevant interest (as defined in the Corporations Act) in more than fifty percent (50%) of all Shares as a result of a takeover bid;
- (b) any person, either alone or together with any associate (as defined in the Corporations Act), acquires a relevant interest (as defined in the Corporations Act) in more than fifty percent (50%) of all Shares through a scheme of arrangement; or
- (c) any other similar event (including a merger of the Company with another company) that the Board determines, in its absolute discretion, to be a Change of Control Event.

Company means Aurelia Metals Limited (ACN 108 476 384).

Constitution means the constitution of the Company as defined under the Corporations Act.

Contractor means, at any particular time, an individual with whom a Group Company has entered into a contract for the provision of services under which the individual performs work for the Group Company, where the individual is, or might reasonably be expected to be, engaged by a Group Company to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with the Group Company (but, for the avoidance of doubt, does

not include a company with which a Group Company has entered into a contract for the provision of services under which an individual, who is a director or employee of the company, or their spouse, performs work for the Group Company).

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

Dealing Restrictions means:

- (a) in relation to the Aurelia Deferred Plan, the restrictions on dealing in Deferred Shares set out in Rule 19.1;
- (b) in relation to the Aurelia Exempt Plan, the restrictions on dealing in Exempt Shares set out in Rule 24.1.

Deferred Share means a Share acquired under the Aurelia Deferred Plan that is subject to Dealing Restrictions.

Eligible Employee means a person:

- (a) whom the Board determines is to receive a Plan Offer; and
- (b) who is, at the time that they receive the Plan Offer:
 - (i) in full-time or permanent part-time employment of a Group Company;
 - (ii) a Casual Employee; or
 - (iii) a Contractor.

Exempt Share means a Share acquired under the Aurelia Exempt Plan that is subject to Dealing Restrictions.

Group means the Company and its Related Bodies Corporate.

Group Company means a member of the Group.

Listing Rules means the official listing rules of ASX (as their application is affected by any waiver granted by ASX to the Company).

Participant means:

- (a) in relation to the Aurelia Deferred Plan, an Eligible Employee who becomes a Participant in the Aurelia Deferred Plan under Rule 17.2(d);
- (b) in relation to the Aurelia Exempt Plan, an Eligible Employee who becomes a Participant in the Aurelia Exempt Plan under Rule 22.2(d),

or the legal personal representative of any person referred to in paragraph (a) or (b) duly appointed on the death or legal incapacity of that person.

Plan means the Aurelia Deferred Plan or the Aurelia Exempt Plan (as applicable).

Plan Acceptance Date:

- (a) in relation to the Aurelia Deferred Plan, has the meaning given in Rule 16.2(a)(ii);
- (b) in relation to the Aurelia Exempt Plan, has the meaning given in Rule 21.2(a)(ii).

Plan Acceptance Form means the form (if any) that the Board determines from time to time is to be submitted by an Eligible Employee to accept an offer to participate in the Plan in response to a Plan Offer.

Plan Offer means:

- (a) in relation to the Aurelia Deferred Plan, an offer to participate in the Aurelia Deferred Plan made in accordance with Rule 16.1;

- (b) in relation to the Aurelia Exempt Plan, an offer to participate in the Aurelia Exempt Plan made in accordance with Rule 21.1.

Related Body Corporate has the meaning given in section 9 of the Corporations Act.

Rules means the rules governing the operation of the Plan set out in this document, as amended from time to time.

Security Interest means a mortgage, charge, pledge, lien, encumbrance or other third party interest of any nature.

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

Unrestricted Share means a Share acquired under the Plan that is no longer subject to Dealing Restrictions.

2.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (c) The following rules apply unless the context requires otherwise.
 - (i) The singular includes the plural and the converse also applies.
 - (ii) A gender includes all genders.
 - (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
 - (v) A reference to a Rule is a reference to a Rule in this document.
 - (vi) A reference to an agreement or document (including a reference to these Rules) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by these Rules or that other agreement or document.
 - (vii) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
 - (viii) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
 - (ix) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
 - (x) Where the time for doing any act, matter or thing under these Rules falls on a day which is not a Business Day, it shall be done on the next succeeding Business Day.

3 Securities Dealing Restrictions

For the avoidance of doubt, notwithstanding any other provision of these Rules, a Share acquired by a Participant under the Plan may not be disposed of by that Participant at any time when the Participant would be precluded from dealing in Shares pursuant to the Company's internal regulations for dealings in its securities (including pursuant to the Company's Securities Trading Policy), or otherwise as determined by the Board.

4 Contracts of Employment and Other Employment and Engagement Rights

4.1 Rules not part of employment contract, etc

- (a) The Plan does not form part of any contract of employment or services between any Eligible Employee and any Group Company.
- (b) The Plan may be terminated at any time at the discretion of the Board and no compensation under any employment or services contract will arise as a result.
- (c) In the event of any inconsistency between these Rules or the terms of a Plan Offer on the one hand, and any contract of employment or services between an Eligible Employee and any Group Company on the other, the terms of the contract of employment or service will prevail.

4.2 Rights of relevant persons

Nothing in these Rules:

- (a) confers on any Eligible Employee or Participant the right to continue as an employee of, or a Contractor to, (as applicable) a Group Company;
- (b) confers on any employee, contractor or director of a Group Company the right to become or remain an Eligible Employee or to participate in the Plan;
- (c) affects any rights which a Group Company may have to terminate the employment or services of an Eligible Employee or Participant;
- (d) may be used to increase damages in any action brought against any Group Company in respect of any such termination; or
- (e) confers any responsibility or liability on any Group Company or its directors, officers, employees, representatives or agents in respect of any tax liabilities of any Eligible Employee or Participant.

5 Appointment of Attorney

Each Participant will be deemed to irrevocably appoint the Company and any person nominated from time to time by the Board (each an **Attorney**), severally as the Participant's attorney to complete and execute any documents relating to their participation in the Plan (including Share transfers and any other document or agreement to give effect to the terms and conditions of the Plan), and to do all acts or things on behalf of and in the name of the Participant that may be convenient or necessary for the purpose of giving effect to the Plan and any Plan Offer. The Participant will also be deemed to covenant that the Participant will:

- (a) ratify and confirm any act or thing done pursuant to the powers conferred by this Rule;
- (b) release the Company, the Board, each Group Company and each Attorney from any liability whatsoever arising from the exercise of the powers conferred by this Rule; and
- (c) indemnify and hold harmless the Company, the Board, each Group Company and the Attorney in respect of any liability whatsoever arising from the exercise of the powers conferred by this Rule.

6 Commencement, Suspension and Termination of the Plan

6.1 Plan commencement

The Plan commences with effect from the date of adoption by the Board.

6.2 Suspension or termination of the Plan

- (a) Subject to the Corporations Act, the Listing Rules and any other applicable law, the Plan may be suspended or terminated at any time by resolution of the Board.
- (b) In the event of a suspension or termination, these Rules will continue to operate with respect to any Shares issued or transferred under the Plan prior to that suspension or termination, and any Shares to be acquired under the Plan as a result of any duly completed Plan Acceptance Form that has been received by the Company, or any other acceptance made (or deemed to be made) in accordance with the terms of a Plan Offer, prior to that suspension or termination.

6.3 Timing of acquisition

- (a) The Board may determine from time to time that acquisitions of Shares for any or selected Participants will not occur under the Plan at stipulated times having regard to the policies referred to in Rule 3 or on such basis as the Board may from time to time determine (**Non-Trading Period**).
- (b) In the event of any determination by the Board not to allow acquisitions of Shares as provided in Rule 6.3(a), then:
 - (i) where a relevant Plan Offer provides for a post-tax salary sacrifice arrangement, any salary sacrificed amounts pursuant to that salary sacrifice arrangement which have not been applied to acquire Shares will be retained in the bank account established in connection with that salary sacrifice arrangement until otherwise dealt with in accordance with the Plan; and
 - (ii) no Shares will be acquired on behalf of a relevant Participant during the Non-Trading Period.
- (c) The Company will bear no loss or liability by reason of any inability to acquire Shares during a Non-Trading Period.

7 Powers of the Board

- (a) The Plan will be managed by the Board, which will have power to:
 - (i) determine appropriate procedures and make regulations for the administration of the Plan consistent with these Rules;
 - (ii) resolve and bind the Company, the Participants and Eligible Employees absolutely regarding any question of fact, interpretation, effect or application arising in connection with the Plan;
 - (iii) determine matters falling for determination under these Rules or any Plan Offer in its absolute discretion having regard to the interests of, and for the benefit of, the Company;
 - (iv) exercise the discretions conferred on it by these Rules or any Plan Offer or which may otherwise be required in relation to the Plan;
 - (v) 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; and
 - (vi) appoint or engage specialist service providers for the operation and administration of the Plan.

Every exercise of a power or discretion by the Board (or any of its delegates) and every decision of the Board (or any of its delegates) as to the interpretation, effect or application of these Rules or any Plan Offer is final, conclusive and binding.

- (b) Without limiting Rule 7(a), where a Plan Offer provides that, if accepted (or deemed to be accepted), the relevant Participant's participation in the Plan is to operate on an ongoing basis, the Board may at any time determine that such participation (other than with respect to any Shares acquired by the relevant Participant under the Plan) will instead cease at a specified time or at the end of a specified period.
- (c) The Plan may be administered in conjunction with an employee incentive plan trust, the trustee of which may acquire Shares for the purposes of delivery to Participants. The transfer of a Share by the trustee of such a trust to a Participant will satisfy the obligation of the Company to procure the transfer of a Share to a Participant under the Plan.

8 Amendment of Rules or Terms of Grant

8.1 General

Subject to Rule 8.2 and the Listing Rules, the Corporations Act and any other applicable law, these Rules and the terms of any Plan Offer or grant of Shares under the Plan may be amended at the direction of the Board so as to amend, add to, delete or otherwise vary these Rules or the terms of the relevant Plan Offer or grant (as applicable) at any time in any manner the Board thinks fit in its absolute discretion, including with retrospective effect (**amendment**).

8.2 Limitation on amendments

No amendment to the provisions of these Rules may be made that reduces the rights of Participants, other than an amendment introduced primarily:

- (a) for the purpose of complying with or conforming to present or future State, Territory or Commonwealth legislation or the Listing Rules;
- (b) to correct any manifest error or mistake; or
- (c) for the purpose of enabling Participants to receive a more favourable taxation treatment in respect of their participation in the Plan.

8.3 Error correction

- (a) In the event that any error or mistake has been made in relation to the number of Shares the subject of a Plan Offer, that Plan Offer will be null and void and of no effect to the extent of any such error or mistake and the Board may, in its absolute discretion, correct such error or mistake, without the need to obtain consent from the relevant Eligible Employee or relevant Participant, by notice to the Eligible Employee or the Participant and, where appropriate, may issue an amended Plan Offer (with any Plan Acceptance Form previously submitted by, or other acceptance made (or deemed to be made) by, the Eligible Employee or Participant in connection with the initial Plan Offer deemed to be amended accordingly).
- (b) The Board will notify the relevant Eligible Employee or Participant within a reasonable period after discovering and correcting the error or mistake.

9 Overriding Restriction

Notwithstanding any other Rule, Shares may not be issued, transferred or dealt with under the Plan if to do so would contravene the Corporations Act, the Listing Rules, the Company's internal regulations for dealings in its securities (including the Company's Securities Trading Policy) or

any other applicable laws or where the compliance with any applicable law would in the opinion of the Board be unduly onerous or impractical.

10 Plan Costs

10.1 Acquisition and administration costs

Any brokerage, commission, stamp duty or other transaction costs in connection with any issue or transfer of Shares under the Plan will be paid by the Company but may be taken into account for the purposes of determining the number of Shares to be issued or transferred under the Plan to the extent provided for in the relevant Plan Offer.

10.2 Employment taxes

- (a) If any Group Company or other person is obliged, or reasonably believes they have an obligation, as a result of or in connection with the acquisition of any Shares by a Participant under the Plan, to account for income tax, fringe benefit tax, or employment taxes under any wage, withholding or other arrangements or for any other tax, social security contributions or levy or charge of a similar nature, then that Group Company or person is entitled to be reimbursed by the Participant for the amounts so paid or payable.
- (b) Where Rule 10.2(a) applies, the Company may:
 - (i) sell on behalf of the Participant such number of Shares issued or transferred to the Participant under the Plan that generates proceeds that are at least equal to the relevant amounts paid or payable, and the proceeds of such sale will be reimbursed to the Group Company for relevant amounts paid or payable. Where this happens, the number of Shares sold will include such number required to cover the costs of any such sale (including stamp duty and brokerage); or
 - (ii) implement such other arrangements determined by the Board to ensure the reimbursement of the relevant amounts paid or payable.

11 No Waiver

A failure to exercise or a delay in exercising any right, power or remedy under these Rules does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the entity granting that waiver unless made in writing.

12 Severability of Provisions

Any provision of these Rules that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Rules nor affect the validity or enforceability of that provision in any other jurisdiction.

13 Notices

Any notice, instruction, consent or other communication (a **Notice**) given or made under these Rules:

- (a) except in the case referred to in paragraph (b)(i)(B), must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the full name and position or title of the sender or person duly authorised by the sender);

- (b) must be delivered:
 - (i) if by the Company to an Eligible Employee or Participant:
 - (A) personally to the addressee, by prepaid post to their last known residential address or by email to any of their email addresses known to the Company; or
 - (B) posted on any intranet or website maintained, or to which access is given by, the Company and accessible by the Eligible Employee or Participant; and
 - (ii) if by an Eligible Employee or Participant to the Company, by prepaid post addressed to the company secretary of the Company at the Company's registered office (or any other address the Board specifies), or in any other manner that the Board specifies;
- (c) will be conclusively taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by express post to an address in the same country, two Business Days after the date of posting;
 - (iii) in the case of delivery by any other method of post, six Business Days after the date of posting (if posted to an address in the same country) or 10 Business Days after the date of posting (if posted to an address in another country);
 - (iv) in the case of email, the earlier of:
 - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (B) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient;
 - (C) two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that two hour period, an automated message that the email has not been delivered; and
 - (v) in the case of posting on an intranet or website, upon posting,
but if the result is that a Notice would be taken to be given or made on a day that is not a business day in the place to which the Notice is sent or at a time that is later than 5pm in the place to which the Notice is sent, it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place; and
- (d) in the case of any Plan Acceptance Form or Notice declining a Plan Offer, will not be taken to have been given to the Company until it is actually received by the Company (or on its behalf) in the manner nominated from time to time by the Board.

14 Data Protection

By participating in the Plan, a Participant consents to the holding, processing, use and disclosure of personal information relating to them by any Group Company, a trustee of any employee incentive plan trust operated in connection with the Plan or any third party service provider, for all purposes relating to the operation of the Plan. These purposes include, but are not limited to:

- (a) administering and maintaining records;

- (b) providing information to any Group Company, a relevant trustee, registrars, brokers, banks, professional advisors or mail houses; and
- (c) providing information to future purchasers and prospective purchasers of any Group Company or any business or assets of any Group Company,

in each case whether or not the personal information is transferred from one country to another country, including if the information about the Participant is transferred to a country or territory that may not provide the same statutory protection for the information as the Participant's home country.

15 Governing Law and Jurisdiction

These Rules are governed by the laws of Queensland. The Company and each Participant submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning these Rules.

PART B – SPECIFIC RULES FOR DEFERRED PLAN

16 Offer to Participate in the Aurelia Deferred Plan

16.1 Plan Offer

- (a) In its absolute discretion and subject to these Rules, the Board may from time to time issue, or cause to be issued, Plan Offers on behalf of the Company to Eligible Employees.
- (b) A Plan Offer issued to an Eligible Employee under Rule 16.1(a) may be subject to such restrictions and conditions as the Board determines, but such restrictions and conditions must be in accordance with any applicable requirements of the Listing Rules and the Corporations Act.
- (c) The Board may amend or withdraw a Plan Offer at any time prior to the Plan Acceptance Date referable to that Plan Offer. A Plan Offer that is withdrawn will become null and void and of no effect.

16.2 Provision of information with Plan Offer

- (a) A Plan Offer must include or be accompanied by the following information unless determined otherwise by the Board from time to time:
 - (i) the number of Deferred Shares to which the Plan Offer relates or the formula by which the number is to be calculated;
 - (ii) the latest date by which a duly completed Plan Acceptance Form must be received by the Company in respect of the Plan Offer (**Plan Acceptance Date**);
 - (iii) the date or dates by which it is expected that the Deferred Shares will be acquired by the Participant;
 - (iv) the method of determining the price at which the Deferred Shares will be acquired by the Participant;
 - (v) the manner in which the price for the Deferred Shares must be paid by the Participant, including the terms of the salary sacrifice arrangement that applies;
 - (vi) if applicable, that the Plan Offer is intended to be made in respect of a salary sacrifice arrangement for the purposes of section 83A-105(4)(b)(iii) of the *Income Tax Assessment Act 1997* (Cth) and that Subdivision 83A-C applies to the Plan Offer under the Aurelia Deferred Plan;
 - (vii) the date or dates on which, subject to these Rules, Dealing Restrictions will cease to apply to some or all of the Deferred Shares; and
 - (viii) any other information or documents that the Corporations Act, Listing Rules or other applicable laws require the Company to give to the Eligible Employee.
- (b) A Plan Offer must be issued with a Plan Acceptance Form and such explanatory or other material in respect of the Plan as the Board considers appropriate, or as required by law.
- (c) For the avoidance of doubt, if Rule 16.2(a)(vi) applies, a Plan Offer will be taken to be part of the governing rules of the Aurelia Deferred Plan for the purposes stated in that rule.

17 Acceptance of Offer to Participate in the Aurelia Deferred Plan

17.1 Plan Acceptance Form

- (a) An Eligible Employee may only accept a Plan Offer by returning a duly completed and signed Plan Acceptance Form on or before the relevant Plan Acceptance Date.
- (b) In relation to the salary sacrifice arrangement that operates with respect to a Participant's participation in the Plan:
 - (i) the Board may, at any time, determine to reduce the amount that the Participant has nominated to salary sacrifice, whether on a permanent or temporary basis; and
 - (ii) except to the extent otherwise provided in the relevant Plan Offer, or unless the Board determines otherwise, the Participant will not be entitled to suspend or vary the relevant salary sacrifice arrangement.

17.2 Implications of acceptance

If, at the time of returning a duly completed Plan Acceptance Form in accordance with Rule 17.1 and (if different) at the Plan Acceptance Date, the Eligible Employee continues to be a person of the kind referred to in any of subparagraphs (b)(i) to (iv) of the definition of 'Eligible Employee', the Eligible Employee (subject to Rule 16.1(c)):

- (a) accepts the Plan Offer and agrees to be bound by the terms of the Plan Offer, the Plan Acceptance Form and these Rules;
- (b) agrees to become a member of the Company and to be bound by the Constitution in the event that Deferred Shares are issued or transferred to the Eligible Employee in accordance with the Plan Offer and these Rules;
- (c) consents to the collection, holding, processing and exchange of their personal data by the Group for any purpose related to the proper administration of the Plan; and
- (d) becomes a Participant.

18 Issue or Transfer of Deferred Shares

18.1 Issue or transfer of Deferred Shares

Subject to Rules 6.3 and 18.2, on or as soon as practicable after the date, or each of the dates, referred to in Rule 16.2(a)(iii), the Company will, provided the Participant continues to be a person of the kind referred to in any of subparagraphs (b)(i) to (iv) of the definition of 'Eligible Employee' at such date, allocate to the Participant the number (or relevant proportion of that number, as applicable) of Deferred Shares applied for by the Participant in the Plan Acceptance Form (where relevant, calculated in accordance with the formula contained in the Plan Offer), by one or a combination of the following:

- (a) issuing Shares to the Participant; or
- (b) procuring the transfer of Shares acquired on-market to the Participant.

18.2 Allocation of Shares to directors or other specified persons

Unless the acquisition of Shares by the relevant Participant under the Plan has been approved by the holders of ordinary securities of the Company in accordance with Listing Rule 10.14 (or where the acquisition is otherwise permitted under the Listing Rules), only Shares that have been acquired on-market will be allocated to the following Participants:

- (a) a Director;

- (b) an associate of a Director; or
- (c) any person whose relationship with the Company, a Director or an associate of a Director is, in the opinion of the ASX, such that Listing Rule 10.14 applies in relation to that person.

18.3 Registration of Deferred Shares

Deferred Shares to be acquired by a Participant in accordance with Rule 18.1 are to be registered in the name of the Participant and are to be held subject to these Rules.

18.4 Ranking of Deferred Shares

Deferred Shares issued under the Plan will rank equally with all other existing Shares as at the time of issue in all respects, including with respect to voting rights and rights to receive dividends and bonus shares and to participate in rights issues.

18.5 Rights in respect of Deferred Shares

Subject to these Rules (in particular Rule 19), all rights in respect of Deferred Shares acquired by a Participant (including voting rights and rights to receive dividends and bonus shares and to participate in rights issues) vest in the Participant from the date the Deferred Shares are registered in the Participant's name.

18.6 Quotation on ASX

The Company must apply for quotation on ASX of Deferred Shares issued in accordance with the Plan as soon as practicable after the issue of those Deferred Shares, so long as Shares are quoted on ASX at that time.

19 Dealing Restrictions on Deferred Shares

19.1 No dealing

Subject to Rules 19.3 and 20, except in respect of the transmission of a Deferred Share to a Participant's legal representative upon death or legal incapacity, and unless the Board determines otherwise, a Participant must not dispose of or otherwise deal with (including by granting any Security Interest over) a Deferred Share until the date specified in the relevant Plan Offer in accordance with Rule 16.2(a)(vii) as being the date on which disposal restrictions cease to apply to that Deferred Share.

19.2 Holding lock, etc

The Company may administer its register of members and make such arrangements and do all things necessary or desirable for the purpose of preventing a contravention of Rule 19.1. In particular, but without limitation, the Company may instruct the share registry to apply a holding lock to a Participant's Deferred Shares until they become Unrestricted Shares. The Participant irrevocably consents to any such holding lock being applied.

19.3 Board discretion

The Board may, in any circumstances where it considers it to be in the best interests of the Company, declare that some or all Deferred Shares will become Unrestricted Shares on a date prior to the date on which the Dealing Restrictions applying to those Deferred Shares would otherwise cease to apply.

20 Change of Control

If a Change of Control Event occurs, or the Board determines that a Change of Control Event may occur, the Board may determine the extent to which, and the time at which, any Deferred Shares will become Unrestricted Shares.

PART C – SPECIFIC RULES FOR EXEMPT PLAN

21 Offer to Participate in the Aurelia Exempt Plan

21.1 Plan Offer

- (a) In its absolute discretion and subject to these Rules, the Board may from time to time issue, or cause to be issued, Plan Offers on behalf of the Company to Eligible Employees.
- (b) A Plan Offer issued to an Eligible Employee under Rule 21.1(a) may be subject to such restrictions and conditions as the Board determines, but:
 - (i) such restrictions and conditions must be in accordance with any applicable requirements of the Listing Rules and the Corporations Act; and
 - (ii) Exempt Shares must not have any conditions that could result in a Participant losing or forfeiting ownership of those Shares.
- (c) The Board may amend or withdraw a Plan Offer at any time prior to the Plan Acceptance Date referable to that Plan Offer. A Plan Offer that is withdrawn will become null and void and of no effect.

21.2 Provision of information with Plan Offer

- (a) A Plan Offer must include or be accompanied by the following information unless determined otherwise by the Board from time to time:
 - (i) the number of Exempt Shares to which the Plan Offer relates or the formula by which the number is to be calculated;
 - (ii) the latest date by which a duly completed Plan Acceptance Form must be received by the Company in respect of the Plan Offer or the latest date by which an Eligible Employee must lodge with the Company a notice that they do not wish to participate in the Plan in respect of the Plan Offer, as applicable in accordance with the terms of the Plan Offer (***Plan Acceptance Date***);
 - (iii) the date or dates by which it is expected that the Exempt Shares will be acquired by the Participant;
 - (iv) the method of determining the price (if any) at which the Exempt Shares will be acquired by the Participant;
 - (v) the manner in which the price (if any) for the Exempt Shares must be paid by the Participant, including the terms of any salary sacrifice arrangement that applies;
 - (vi) the date or dates on which, subject to these Rules, Dealing Restrictions will cease to apply to some or all of the Exempt Shares; and
 - (vii) any other information or documents that the Corporations Act, Listing Rules or other applicable laws require the Company to give to the Eligible Employee.
- (b) A Plan Offer may be issued with a Plan Acceptance Form and must be issued with such explanatory or other material in respect of the Plan as the Board considers appropriate, or as required by law.

22 Acceptance of Offer to Participate in the Aurelia Exempt Plan

22.1 Plan Acceptance Form or other acceptance

- (a) An Eligible Employee may only accept a Plan Offer by returning a duly completed and signed Plan Acceptance Form on or before the relevant Plan Acceptance Date or by otherwise accepting (or being deemed to accept) the Plan Offer in accordance with the instructions that accompany, or the terms set out in, the Plan Offer.
- (b) Where a salary sacrifice arrangement operates with respect to a Participant's participation in the Plan:
 - (i) the Board may, at any time, determine to reduce the amount that the Participant has nominated to salary sacrifice, whether on a permanent or temporary basis; and
 - (ii) except to the extent otherwise provided in the relevant Plan Offer, or unless the Board determines otherwise, the Participant will not be entitled to suspend or vary the relevant salary sacrifice arrangement.

22.2 Implications of acceptance

If, at the time of returning a duly completed Plan Acceptance Form in accordance with Rule 22.1 and (if different) at the Plan Acceptance Date, or at the time of otherwise accepting (or being deemed to accept) a Plan Offer in accordance with the instructions that accompany, or the terms set out in, the Plan Offer and (if different) at the Plan Acceptance Date, the Eligible Employee continues to be a person of the kind referred to in any of subparagraphs (b)(i) to (iv) of the definition of 'Eligible Employee', the Eligible Employee (subject to Rule 21.1(c)):

- (a) accepts the Plan Offer and agrees to be bound by the terms of the Plan Offer, any Plan Acceptance Form and these Rules;
- (b) agrees to become a member of the Company and to be bound by the Constitution in the event that Exempt Shares are issued or transferred to the Eligible Employee in accordance with the Plan Offer and these Rules;
- (c) consents to the collection, holding, processing and exchange of their personal data by the Group for any purpose related to the proper administration of the Plan; and
- (d) becomes a Participant.

23 Issue or Transfer of Exempt Shares

23.1 Issue or transfer of Exempt Shares

Subject to Rules 6.3 and 23.2, on or as soon as practicable after the date, or each of the dates, referred to in Rule 21.2(a)(iii), the Company will, provided the Participant continues to be a person of the kind referred to in any of subparagraphs (b)(i) to (iv) of the definition of 'Eligible Employee' at such date, allocate to the Participant the number (or relevant proportion of that number, as applicable) of Exempt Shares applied for by the Participant in the Plan Acceptance Form or otherwise in accordance with the terms of the Plan Offer (where relevant, calculated in accordance with the formula contained in the Plan Offer), by one or a combination of the following:

- (a) issuing Shares to the Participant; or
- (b) procuring the transfer of Shares acquired on-market to the Participant.

23.2 Allocation of Shares to directors or other specified persons

Unless the acquisition of Shares by the relevant Participant under the Plan has been approved by the holders of ordinary securities of the Company in accordance with Listing Rule 10.14 (or where the acquisition is otherwise permitted under the Listing Rules), only Shares that have been acquired on-market will be allocated to the following Participants:

- (a) a Director;
- (b) an associate of a Director; or
- (c) any person whose relationship with the Company, a Director or an associate of a Director is, in the opinion of the ASX, such that Listing Rule 10.14 applies in relation to that person.

23.3 Registration of Exempt Shares

Exempt Shares to be acquired by a Participant in accordance with Rule 23.1 are to be registered in the name of the Participant and are to be held subject to these Rules.

23.4 Ranking of Exempt Shares

Exempt Shares issued under the Plan will rank equally with all other existing Shares as at the time of issue in all respects, including with respect to voting rights and rights to receive dividends and bonus shares and to participate in rights issues.

23.5 Rights in respect of Exempt Shares

Subject to these Rules (in particular Rule 24), all rights in respect of Exempt Shares acquired by a Participant (including voting rights and rights to receive dividends and bonus shares and to participate in rights issues) vest in the Participant from the date the Exempt Shares are registered in the Participant's name.

23.6 Quotation on ASX

The Company must apply for quotation on ASX of Exempt Shares issued in accordance with the Plan as soon as practicable after the issue of those Exempt Shares, so long as Shares are quoted on ASX at that time.

24 Dealing Restrictions on Exempt Shares

24.1 No dealing

Subject to Rules 24.3, except in respect of the transmission of an Exempt Share to a Participant's legal representative upon death or legal incapacity, a Participant must not dispose of or otherwise deal with (including by granting any Security Interest over) an Exempt Share until the earlier of:

- (a) the end of the three year period commencing on the date the Exempt Share is acquired by the Participant; and
- (b) the date on which the Participant ceases to be employed by any Group Company.

24.2 Holding lock, etc

The Company may administer its register of members and make such arrangements and do all things necessary or desirable for the purpose of preventing a contravention of Rule 24.1. In particular, but without limitation, the Company may instruct the share registry to apply a holding lock to a Participant's Exempt Shares until they become Unrestricted Shares. The Participant irrevocably consents to any such holding lock being applied.

24.3 Board discretion

The Board may declare that some or all Exempt Shares will become Unrestricted Shares on a date prior to the date on which the Dealing Restrictions applying to those Exempt Shares would otherwise cease to apply, where the Commissioner of Taxation has provided confirmation to the satisfaction of the Board that this would not result in Participants losing the benefit of any income tax exemption under Australian income tax laws with respect to their Exempt Shares.