

Gold Hydrogen Limited

1. Definitions and interpretation

1.1 In this Scheme, unless the context otherwise requires, the following terms and expressions have the following meanings:

Acceptance Date has the meaning ascribed to that term in clause 3.2(e).

Acceptance Form means a form for the acceptance of offers made to Eligible Employees in such form as the Board may approve from time to time.

Acknowledgement means the form of acknowledgement from time to time approved by the Board for the purposes of clause 12.

Associated Body Corporate shall have the meaning ascribed to it in ASIC Class Order [14/1000] as amended from time to time.

ASX means the ASX Limited.

Auditor means the auditor of the Company.

Board means the board of directors of the Company.

Business Day means a day on which ASX is open for business.

Class Order means an instrument issued by ASIC providing for relief from any provision of the Corporations Act as amended from time to time.

Company means Gold Hydrogen Limited.

Constitution means the constitution of the Company as amended from time to time.

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

Eligible Employee means any full-time or part-time continuing employee of the Company or an associated body corporate of the Company who is employed at the time of the offer of the Securities or is a director or officeholder of the Company or of an associated body corporate of the Company and is determined by the Board from time to time in their absolute discretion to be eligible for participation under this Scheme.

Employee Option means an Option that is allotted to a Participant under this Scheme.

Employee Share means a Share that is allotted to a Participant under this Scheme.

Exercise Price means the price to be determined by the Board at its sole discretion.

Financial Year means the financial year adopted by the Company for the purpose of making up the profit and loss account and balance sheet of the Company pursuant to the Corporations Act.

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Issue Date means the date on which the Securities are issued to Participants.

Issue Price means any specified price payable by a Participant which shall at the time of issue be determined by the Board at its sole discretion.

Listing Rules means the Listing Rules of the ASX as they apply to the Company.

Offer means an offer to take up Securities pursuant to clauses 3 and 4.

Option means an option to subscribe for a Share.

Option Commencement Date means the date to be determined by the Board prior to the issuance of the relevant Options.

Option Period means in respect of an Option, the period commencing on the Option Commencement Date and (unless the Board determines a shorter period) expiring on the earlier of:

- (a) the expiration of such period nominated by the Board at its sole discretion at the time of the grant of the Option but being not less than 2 years; or
- (b) the Business Day after the expiration of 3 months, or any longer period which the Directors determine, after the Eligible Employee ceases (as applicable) to be employed by the Company or an associated body corporate of the Company; or
- (c) the Eligible Employee ceasing to be employed by the Company or an associated body corporate of the Company due to fraud or dishonesty.

Participant means an Eligible Employee who accepts an offer from the Board to participate in this Scheme.

Performance Hurdle means criterion, condition or other requirement that must be satisfied.

Prospectus has the meaning ascribed to that term in the Corporations Act.

Scheme means this Scheme.

Securities means collectively a Share and Option and **Security** has a corresponding meaning.

Share means fully paid ordinary shares in the capital of the Company.

Terms of Allotment means, in relation to a Security:

- (a) the terms and conditions of this Scheme;
- (b) the Acknowledgement required under clause 12;
- (c) any restriction and/or other condition prescribed by the Board in relation to the Security; and
- (d) each statement setting out particulars in relation to the Security under clause 13.

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- 1.2 In this Scheme, unless the context otherwise requires:
- (a) a reference to any legislation includes an amendment, consolidation, re-enactment or replacement of it, and any subordinate legislation;
 - (b) a reference to rules or to an agreement or document is to the rules, agreement or document as amended or replaced;
 - (c) the singular includes the plural and vice versa;
 - (d) a reference to any gender includes all genders;
 - (e) if an expression is defined, another part of speech and grammatical form of the expression have a corresponding meaning; and
 - (f) headings and references to headings are for ease of reference only and do not affect interpretation.

2. Operation of Scheme

- 2.1 Subject to clauses 2.2 and 2.3, the Board may at any time decide that this Scheme should be operated in respect of any Financial Year, and the Board may determine at its discretion the total number of Securities to be offered to each Eligible Employee and the Issue Price at which the Securities are offered.
- 2.2 The total number of Securities which may be offered by the Company under this Scheme at any time shall not exceed 5% of the Company's total issued Shares at that time of the offer when aggregated with:
- (a) the number of Securities which would be issued on the basis that each outstanding offer with respect to Securities under any employee share option scheme of the Company or any associated body corporate (including this Scheme) were accepted; and
 - (b) the number of Securities issued during the previous 3 years pursuant to any employee share option scheme of the Company or an associated body corporate (including this Scheme).
- 2.3 The Board may only offer to issue Securities pursuant to this Scheme:
- (a) if the Company has issued a Prospectus pursuant to which the Company offers to issue Securities pursuant to this Scheme; or
 - (b) if the Company is otherwise authorised or permitted to do so pursuant to Section 708 of the Corporations Act or a Class Order and the offer and issue of those Securities is in accordance with the Corporations Act or the relevant Class Order as the case may be.

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3. Offer of Shares

- 3.1 The Board shall offer such number of Shares to such Eligible Employees as determined in accordance with clause 2 subject to the terms and conditions of this Scheme for the time being.
- 3.2 Such Offer shall be in writing and shall specify:
- (a) the name and address of the Eligible Employee to whom the Offer is made;
 - (b) the number of Shares being offered;
 - (c) the Issue Price of the Shares on offer;
 - (d) the date of the Offer;
 - (e) any specified date, being not more than forty-five (45) days after the date of the Offer, by which the Offer must be accepted (**Acceptance Date**);
 - (f) any Performance Hurdle applying to the Offer; and
 - (g) any other terms and conditions attaching to the Offer.
- 3.3 The Offer shall be accompanied by an Acceptance Form, the terms and conditions of this Scheme and a summary of this Scheme.
- 3.4 An Offer to an Eligible Employee is personal to that employee and is not assignable.

4. Offer of Options

- 4.1 The Board shall offer such number of Options to such Eligible Employees as determined in accordance with clause 2, subject to the terms and conditions of this Scheme for the time being.
- 4.2 Such Offer shall be in writing and specify:
- (a) the name and address of the Eligible Employee to whom the Offer is made;
 - (b) the number of Options being offered;
 - (c) the Option Period;
 - (d) the Exercise Price;
 - (e) any other terms and conditions attaching to the Offer including, without limitation, any requirement that the Shares being traded on ASX must trade at a price equal to or in excess of a price set by the Board, as part of any exercise condition;
 - (f) the date of the Offer;

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- (g) the date, being not more than 45 days after the date of the Offer by which the Offer must be accepted (**Acceptance Date**);
 - (h) any Performance Hurdle applying to the Offer; and
 - (i) any other terms and conditions attaching to the Offer.
- 4.3 The Offer shall be accompanied by an Acceptance Form, the terms and conditions of this Scheme and a summary of this Scheme.
- 4.4 An Offer to an Eligible Employee is personal to that employee and is not assignable.

5. Acceptance of Offer

- 5.1 An Eligible Employee may accept the Offer by:
- (a) delivering to the Company the completed Acceptance Form by the Acceptance Date; and
 - (b) paying any Issue Price applicable to the Offer in cleared funds.
- 5.2 An Offer which is not accepted by the Participant by any specified Acceptance Date shall lapse.
- 5.3 No brokerage, commission, stamp duty or other transaction costs will be payable by Eligible Employees in respect of any allotment of Securities under this Scheme.
- 5.4 Unless specified otherwise by the Board in the terms and conditions of the Offer when offering the relevant Securities, all Securities allotted under this Scheme shall rank pari passu in all respects with the Securities of the same class for the time being on issue with the exception of any rights attaching to other Securities by virtue of entitlements arising from a record date prior to the date of the allotment in respect of those Securities.

6. Lapse of Options

- 6.1 Any Option which has not been exercised by the expiry of the Option Period shall lapse.
- 6.2 Any Option which is exercised as to the whole of the Shares comprised in the Option Offer shall lapse when it is last exercised.

7. Exercise of Options

- 7.1 A Participant may at any time during the Option Period (but not after an Option has lapsed and subject to clause 7.2) exercise all or any of the Options held by him or her by lodging with the Company:
- (a) a written notice of 'exercise of option' (a template will be supplied by the Company), specifying the number of Shares in respect of which Options are being exercised (**Option Exercise Notice**); and

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- (b) payment to the Company by way of a cheque, electronic transfer or such other method of payment approved by the Board for the Exercise Price multiplied by the number of Shares in respect of which Options are being exercised on a Business Day within the earlier of 30 days of delivery of the Option Exercise Notice or the Business Day prior to the expiry of the Option Period.
- 7.2 Options must be exercised so as to result in the allotment of a marketable parcel within the meaning of the Listing Rules **provided that** where the number of Options held by a Participant has been adjusted from time to time in accordance with the terms and conditions of this Scheme, the Options shall be exercised by the Participant so as to result in as near as possible a marketable parcel of Shares being created.
- 7.3 Upon receipt of the Option Exercise Notice and the payment referred to in clause 7.1, the Board shall allot to the Participant the Shares to which the Participant is entitled subject to the provisions of the Constitution.
- 7.4 Upon allotment of Shares pursuant to the exercise of Options, the Company shall, if listed on the ASX, use its best endeavours to have such Shares quoted and listed on the official list of the ASX.

8. Additional Issues of Securities and Dividends

- 8.1 Option holders do not have any right to participate in new issues of securities in the Company made to shareholders generally. The Company will, where required pursuant to the Listing Rules, provide Option holders with notice prior to the books record date (to determine entitlements to any new issue of securities made to shareholders generally) to exercise the Options, in accordance with the requirements of the Listing Rules.
- 8.2 The Option holder does not participate in any dividends unless the Options are exercised and the resultant Shares of the Company are issued prior to any specified record date to determine entitlements to the dividend.

9. Bonus Issue

- 9.1 If there is a bonus issue to the holders of Shares in the Company, the number of Shares over which the Option is exercisable may be increased by the number of Shares which the Option holder would have received if the Option had been exercised before any specified record date for the bonus issue.

10. Adjustment for Rights Issue

- 10.1 If, during the life of any Option, there is a pro rata issue (except a bonus issue) then the subscription price applicable to each Share then comprised in the Option may be reduced according to the following formula:

$$O' = O - \frac{E [P - (S + D)]}{N + 1}$$

where

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- O' = the new exercise price of the Option
- O = the old exercise price of the Option
- E = the number of underlying securities into which one Option is exercisable
- P = if the Company is listed on the ASX, the average market price per Share (weighted by reference to volume) of the underlying Shares during the five (5) trading days ending on the day before the ex rights date or ex entitlements date; or
if the Company is not listed on the ASX, the market value determined by the Auditor of the Company, or a similar independent financial expert.
- S = the subscription price for a security under the pro-rata issue
- D = the dividend due but not yet paid on existing underlying securities (except those to be issued under the pro-rata issue)
- N = the number of securities with rights or entitlements that must be held to receive a right to one new security

11. Rights of Participants

11.1 In addition to the rights set out in clauses 8 and 10, the Board may, subject to and in accordance with any relevant Listing Rule, vary:

- (a) the number of Options to which a Participant is entitled under this Scheme;
- (b) the Exercise Price; or
- (c) both the number of Options and the Exercise Price,

to make such adjustments to the entitlements of Participants as the Board may regard as appropriate following any reduction or restructuring of the capital of the Company **provided always** that:

- (d) in the event of a reorganisation (including consolidation, sub-division, reduction or return) of the issued capital of the Company, the rights of an Option holder will be changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of a reorganisation, but with the intention that such reorganisation will not result in any benefits being conferred on Participants which are not conferred on holders of Shares; and
- (e) subject to the provisions with respect to rounding of entitlements as sanctioned by the meeting of the holders of Shares approving the reorganisation of capital, in all other respects the terms for the exercise of Options shall remain unchanged.

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12. Eligibility and acknowledgement for Securities

- 12.1 The Board may in its absolute discretion determine that an employee who otherwise would be eligible to acquire Securities under this Scheme is nonetheless not eligible.
- 12.2 An employee shall not be eligible to acquire Securities under this Scheme at any time if he or she has been given notice of dismissal for misconduct from the employment by virtue of which he or she would, but for this clause 12.2, be eligible to acquire Securities (or has given notice of resignation from employment in order to avoid such dismissal).
- 12.3 The Board may, at such time as it determines, issue Securities under this Scheme to each Eligible Employee, subject to the Eligible Employee providing, or having provided to the Company, a valid Acknowledgement that the Eligible Employee agrees to be bound by the Terms of Allotment and by the Constitution.
- 12.4 An Acknowledgment required under this clause 12 must be in the form from time to time approved by the Board and must state any restrictions or other conditions relating to the Securities as determined by the Board.
- 12.5 The Board may at any time in its absolute discretion determine that an existing Acknowledgment provided by an Eligible Employee under this clause 12 ceases to be of effect and that a new Acknowledgment must be provided by the Eligible Employee if that Eligible Employee wishes to participate in any future issue under this Scheme.

13. Statement of allotment, interest in Securities

- 13.1 As soon as reasonably practicable after the allotment of Securities, the Company shall cause a statement to be provided to each Eligible Employee setting out particulars of the Securities allotted to that Eligible Employee.
- 13.2 Each Participant has full legal and beneficial ownership of the Securities allotted to that Participant but any dealings with those Securities by the Participant are restricted as provided in this Scheme.

14. Certificates: non-certification

- 14.1 The Company is not required to issue Share certificates or Option certificates, and is entitled to retain custody of any Share certificates or Option certificates issued, in respect of Employee Shares or Employee Options as long as those Shares are Restricted Shares or those Options are Restricted Options.
- 14.2 If any Employee Shares or Employee Options are uncertificated, the Company is authorised to implement any procedure it deems appropriate to restrict the Participant from dealing with the Shares or Options (as the case may be) for as long as those Shares are Restricted Shares or Options are Restricted Options.

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15. Administration of Scheme

- 15.1 The Board, with recourse to the Company Secretary, administers this Scheme and may:
- (a) determine appropriate procedures for the administration of this Scheme consistent with the Terms of Allotment; and
 - (b) 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 this Scheme.
- 15.2 Except as otherwise expressly provided in this Scheme, the Board has absolute and unfettered discretion in the exercise of any of its powers or discretions pursuant to this Scheme and to act or refrain from acting under or in connection with this Scheme.
- 15.3 The Board may, in relation to any Employee Share or Employee Option, waive in whole or in part, on terms it considers appropriate, any of the Terms of Allotment.
- 15.4 If there is any dispute or disagreement as to the interpretation of this Scheme or the Terms of Allotment of any Security, the decision of the Board is final and binding upon all persons.

16. Amendments to this Scheme

- 16.1 Subject to clause 16.2 and the Listing Rules, the Board may by resolution amend (meaning, for the purposes of this clause 16, amend, add to, revoke or replace) this Scheme (including this clause 16) or any of the Terms of Allotment of an Employee Share or an Employee Option.
- 16.2 The Board may not amend this Scheme if the amendment would materially reduce the rights of a Participant in respect of an Employee Share or an Employee Option allotted before the date of the amendment, unless the amendment is introduced primarily:
- (a) for the purpose of complying with any State or Commonwealth legislation that affects this Scheme;
 - (b) to correct a manifest error;
 - (c) to address possible adverse tax implications in respect of this Scheme arising from, amongst others:
 - (i) a ruling of any relevant taxation authority;
 - (ii) a change to tax legislation (including an official announcement by any relevant taxation authority); or
 - (iii) changes in the interpretation of tax legislation by a court or tribunal of competent jurisdiction; or
 - (d) to enable the Company to comply with its Constitution, the Corporations Act, other legislation or the Listing Rules.
- 16.3 As soon as reasonably practicable after making any amendment under clause 16, the Board, by written notice, will inform each Participant affected.

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17. Terms of employment not affected

- 17.1 The Terms of Allotment of this Scheme do not:
- (a) form part of any contract of employment or any arrangement in respect of any such employment, between a Participant and the Company; or
 - (b) constitute a related condition or collateral arrangement to any such contract of employment or arrangement,
- and participation in this Scheme does not in any way affect the rights and obligations of a Participant under the terms of his or her employment or arrangement.
- 17.2 The terms of a Participant's employment or arrangement with the Company do not in any way affect the rights and obligations of a Participant under this Scheme.
- 17.3 A Participant has no right to compensation or damages from the Company in respect of any loss of future rights under this Scheme as a consequence of termination of the Participant's employment or arrangement.

18. Notices

- 18.1 A notice (meaning for the purposes of this clause 18, notice, application, permission or other communication) under this Scheme may be given in writing, addressed to the person to whom it is given, and is taken to be given and received if sent in accordance with clauses 18.2, 18.3 and 18.4.
- 18.2 For the purposes of clause 18.1, a notice is duly given and received by the Company if sent to the Company by pre-paid mail or by facsimile or other electronic communication, to an address at which it is actually received by:
- (a) the person who is, from time to time, designated by the Board as the person to whom the notice should be sent or by whom it should be received, and whose name or title and address are notified to the sender; or
 - (b) if no other person is designated by the Board for this purpose, the secretary of the Company.
- 18.3 For the purposes of clause 18.1, a notice is duly given and received by a natural person (other than a person designated as the person to whom the notice should be sent in order to be received by the Company) if sent to:
- (a) the person's last known mailing address or the person's last known facsimile or other electronic communication address; or
 - (b) in the case of an Eligible Employee or a Participant, to the last known mailing, facsimile or other electronic communication address of the place of business at which the person performs the whole or substantially the whole of his or her office or employment.
- 18.4 A notice given under clause 18.1 to a person being a natural person, is duly given even if the person is then deceased (and whether or not the Company has notice of his or her death), unless the legal personal representative of the person has established title to the satisfaction

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of the Company and supplied to the Company an address to which documents should be sent.

18.5 A notice sent in accordance with clause 18.1 is treated as given and received in the case of:

- (a) a notice sent to the Company, at the time it is actually received by the secretary or other person designated by the Board as the person to whom it should be sent or by whom it should be received;
- (b) any other notice sent by prepaid mail, forty eight (48) hours after it was put into the post properly stamped; and
- (c) any other notice sent by facsimile or other electronic communication, at the time of transmission.

19. Constitution, Listing Rules and governing law

19.1 Notwithstanding anything to the contrary in this Scheme or its Terms of Allotment, this Scheme and its Terms of Allotment are subject to the Company's Constitution, the Corporations Act and the Listing Rules.

19.2 This Scheme is governed by the laws in force in Queensland and the Commonwealth of Australia.