



Tuesday 12 December 2023

Grant of Staff Performance Rights

Wrkr Ltd (the Company) notifies that it has granted 2,500,000 Class C Performance Rights to its staff under the Company's Employee Securities Incentive Plan (Plan).

A summary of the terms of the Class C Performance Rights is attached.

An Appendix 3G (Notification of Issue of Unquoted Equity Securities) will be released shortly in relation to this staff grant of Performance Rights.

Authorised by:

Jillian McGregor
Company Secretary

Summary of Terms and Conditions of Class C Performance Rights

1. **(Entitlement):** Subject to the terms and conditions set out below, each Performance Right, once vested, entitles the holder to one fully paid ordinary share in the capital of the Company (**Share**).
2. **(Issue Price):** The Performance Rights are issued for nil cash consideration.
3. **(Vesting and Expiry Conditions):** Subject to the terms and conditions set out below, the Performance Rights will have the following vesting and expiry conditions specified below:

Tranche	Number of Performance Rights	Vesting Dates	Vesting Conditions and Expiry Conditions
1	70% of aggregate number of Performance Rights	The Tranche 1 Performance Rights will vest on 31 August 2024 (Tranche 1 Vesting Date) subject to satisfaction of the Tranche 1 Vesting Conditions.	<p>The Vesting Conditions for the Tranche 1 Performance Rights are satisfaction of all of the following:</p> <p>(a) the relevant employee is employed by the Company or one of its subsidiaries as at the Tranche 1 Vesting Date; and</p> <p>(b) the Market Share Price of an ordinary share in the Company (as calculated as set out below) is equal to or greater than A\$0.03; and</p> <p>(c) the achievement by the Company and its subsidiaries (as defined in the Corporations Act 2001 (Cth)) of EBITDA for the financial year ending 30 June 2024 (as determined in accordance with Australian Accounting Standards) of (A\$1million) or better; and</p> <p>(d) the successful implementation of the Wrkr One platform with customers able to acquire and subscribe to the service.</p> <p>For the purposes of the above Vesting Condition in paragraph (b), the Market Share Price is the volume weighted average price per Share traded on the ASX over the twenty (20) trading days during which Shares are actually traded immediately preceding the Tranche 1 Vesting Date.</p> <p>For the purposes of the above Vesting Condition in paragraph (c), the EBITDA calculation does not include:</p>

			<p>(a) one-off or extraordinary revenue items;</p> <p>(b) revenue received in the form of government grants, allowances, rebates or other hand-outs; or</p> <p>(c) revenue or profit that has been 'manufactured' to achieve the performance milestone.</p> <p>If these Vesting Conditions are not satisfied on the Tranche 1 Vesting Date, then the Tranche 1 Performance Rights and Tranche 2 Performance Rights will automatically lapse on this date.</p>
2	30% of aggregate number of Performance Rights	The Tranche 2 Performance Rights will vest on 31 August 2025 (Tranche 2 Vesting Date) subject to satisfaction of the Tranche 2 Vesting Conditions.	<p>The Vesting Conditions for the Tranche 2 Performance Rights are satisfaction of both the following:</p> <p>(a) satisfaction of the Tranche 1 Vesting Conditions and vesting of the Tranche 1 Performance Rights; and</p> <p>(b) the relevant employee is employed by the Company or one of its subsidiaries as at the Tranche 2 Vesting Date.</p> <p>If these Vesting Conditions are not satisfied on the Tranche 2 Vesting Date, then the Tranche 2 Performance Rights will automatically lapse on this date if they have not lapsed earlier.</p>

4. **(Vesting):** Subject to the satisfaction of the Vesting Conditions, the Company will notify the holder in writing (**Vesting Notice**) within 3 Business Days of becoming aware that the relevant Vesting Conditions have been satisfied.
5. **(Expiry):** The Performance Rights will expire and lapse in accordance with the table set out in paragraph 3 of these Terms above and the terms of the Plan.
6. **(Conversion):** Upon vesting, each Performance Right will convert into one fully paid ordinary share in the Company. The holder does not need to take any action to convert or exercise vested Performance Rights. No fee is payable by the holder to the Company to exercise or convert a Performance Right.
7. **(Issue of Shares):** As soon as practicable after the vesting of a Performance Right, the Company will:
 - (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;
 - (b) issue a substitute Certificate for any remaining unconverted Performance Rights held by the holder;

- (c) if required, and subject to clause 8, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
 - (d) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.
- 8. **(Restrictions on transfer of Shares):** If the Company is required to but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.
- 9. **(Ranking):** All Shares issued upon the conversion of Performance Rights will upon issue rank equally in all respects with other Shares.
- 10. **(Transferability of the Performance Rights):** The Performance Rights are not transferable, except with the prior written approval of the Company at its sole discretion and subject to compliance with the Corporations Act and Listing Rules.
- 11. **(Dividend rights):** A Performance Right does not entitle the holder to any dividends.
- 12. **(Voting rights):** A Performance Right does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the Listing Rules where such rights cannot be excluded by these terms.
- 13. **(Quotation of the Performance Rights)** The Company will not apply for quotation of the Performance Rights on any securities exchange.
- 14. **(Adjustments for reorganisation):** If there is any reorganisation of the issued share capital of the Company, the rights of the Performance Rights holder will be varied in accordance with the Listing Rules.
- 15. **(Entitlements and bonus issues):** Subject to the rights under clause 16, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.
- 16. **(Bonus issues):** If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment), the number of Shares which must be issued on the exercise of a vested Performance Right will be increased by the number of Shares which the holder would have received if the holder had exercised the Performance Right before the record date for the bonus issue.
- 17. **(Return of capital rights):** The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- 18. **(Rights on winding up):** The Performance Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.

19. **(Takeovers prohibition):**
- (a) The issue of Shares on exercise of the Performance Rights is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act.
 - (b) The Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Performance Rights.
20. **(No other rights)** A Performance Right does not give a holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
21. **(Amendments)** The terms of the Performance Rights may be amended as set out in the Plan including as considered necessary by the Board in order to comply with the Listing Rules, or any directions of ASX regarding the terms.
22. **(Plan)** The Performance Rights are issued pursuant to and are subject to the Plan.
23. **(Constitution)** Upon the issue of the Shares on exercise of the Performance Rights, the holder will be bound by the Company's Constitution.