

## Appendix 3G

### Notification of issue, conversion or payment up of equity +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 issuing 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 <i>We (the entity here named) give notice of the issue, conversion or payment up of the following unquoted +securities.</i>	Prescient Therapeutics Limited
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>	ABN 56 006 569 106
1.3	*ASX issuer code	PTX
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
1.5	*Date of this announcement	21 December 2020

Part 2 – Type of issue

Question No.	Question	Answer
2.1	<p>*The +securities the subject of this notification are: <i>Select whichever item is applicable.</i> <i>If you wish to notify ASX of different types of issues of securities, please complete a separate Appendix 3G for each type of issue.</i></p>	<p><input type="checkbox"/> +Securities issued as a result of options being exercised or other +convertible +securities being converted and that are not to be quoted on ASX</p> <p><input type="checkbox"/> Partly paid +securities that have been fully paid up and that are not to be quoted on ASX</p> <p><input checked="" type="checkbox"/> +Securities issued under an +employee incentive scheme that are not being immediately quoted on ASX</p> <p><input type="checkbox"/> Other [please specify] <i>If you have selected 'other' please provide the circumstances of the issue here:</i></p>
2.2a.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 if available)? <i>Answer this question if your response to Q2.1 is "securities issued as a result of options being exercised or other convertible securities being converted and that are not to be quoted on ASX".</i></p>	N/A
2.2a.2	<p>And the date the options were exercised or other +convertible securities were converted: <i>Answer this question if your response to Q2.1 is "securities issued as a result of options being exercised or other convertible securities being converted and that are not to be quoted on ASX".</i> <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
2.2b.1	<p>Please state the number and type of partly paid +securities that were fully paid up (including their ASX security code if available)? <i>Answer this question if your response to Q2.1 is "partly paid securities that have been paid up and that are not to be quoted on ASX".</i></p>	N/A
2.2b.2	<p>And the date the +securities were fully paid up: <i>Answer this question if your response to Q2.1 is "partly paid securities that have been paid up and that are not to be quoted on ASX".</i> <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

2.2c.1	<p>Please state the number and type of +securities (including their ASX security code) issued under an +employee incentive scheme that are not being immediately quoted on ASX</p> <p><i>Answer this question if your response to Q2.1 is "securities issued under an employee incentive scheme that are not being immediately quoted on ASX".</i></p>	1,000,000 Unlisted Options						
2.2c.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 being immediately quoted on ASX".</i></p>	See Annexure A						
2.2c.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 being immediately quoted on ASX".</i></p>	No						
2.2c.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 being immediately quoted on ASX" and your response to Q2.2c.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" data-bbox="338 1173 1364 1272"> <thead> <tr> <th data-bbox="338 1173 676 1223">Name of KMP</th> <th data-bbox="676 1173 1046 1223">Name of registered holder</th> <th data-bbox="1046 1173 1364 1223">Number of +securities</th> </tr> </thead> <tbody> <tr> <td data-bbox="338 1223 676 1272">Terrence Chew</td> <td data-bbox="676 1223 1046 1272">Terrence Chew</td> <td data-bbox="1046 1223 1364 1272">1,000,000</td> </tr> </tbody> </table>		Name of KMP	Name of registered holder	Number of +securities	Terrence Chew	Terrence Chew	1,000,000
Name of KMP	Name of registered holder	Number of +securities						
Terrence Chew	Terrence Chew	1,000,000						
2.2d.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>						
2.2d.2	<p>Please provide any further information needed to understand the circumstances in which you are notifying the issue of these +securities to 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						

2.3	<p>*The +securities being issued are: <i>Tick whichever is applicable</i></p>	<p><input type="checkbox"/> Additional +securities in an existing unquoted class that is already recorded by ASX ("existing class")</p> <p><input checked="" type="checkbox"/> New +securities in an unquoted class that is not yet recorded by ASX ("new class")</p>
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### Part 3A – number and type of +securities being issued (existing class)

Answer the questions in this part if your response to Q2.3 is "existing class".

Question No.	Question	Answer
3A.1	*ASX security code & description	N/A
3A.2	*Number of +securities being issued	N/A
3A.3a	*Will the +securities being issued rank equally in all respects from their issue date with the existing issued +securities in that class?	N/A
3A.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 Q3A.3a is "No".</i></p>	N/A
3A.3c	<p>*Provide the actual non-ranking end date</p> <p><i>Answer this question if your response to Q3A.3a is "No" and your response to Q3A.3b is "Yes".</i></p>	N/A
3A.3d	<p>*Provide the estimated non-ranking end period</p> <p><i>Answer this question if your response to Q3A.3a is "No" and your response to Q3A.3b is "No".</i></p>	N/A
3A.3e	<p>*Please state the extent to which the +securities do not rank equally:</p> <ul style="list-style-type: none"> <li>• in relation to the next dividend, distribution or interest payment; or</li> <li>• for any other reason</li> </ul> <p><i>Answer this question if your response to Q3A.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 3B – number and type of +securities being issued (new class)

Answer the questions in this part if your response to Q2.3 is "new class".

Question No.	Question	Answer
3B.1	*Security description	Unlisted Options

3B.2	<p><b>*Security type</b></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 checked="" 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
3B.3	<p><b>ISIN code</b></p> <p><i>Answer this question if you are an entity incorporated outside Australia and you are issuing a new class of securities other than CDIs. See also the note at the top of this form.</i></p>	N/A
3B.4	<p><b>*Number of +securities being issued</b></p>	1,000,000
3B.5a	<p><b>*Will all the +securities issued in this class rank equally in all respects from the issue date?</b></p>	Yes
3B.5b	<p><b>*Is the actual date from which the +securities will rank equally (non-ranking end date) known?</b></p> <p><i>Answer this question if your response to Q3B.5a is "No".</i></p>	N/A
3B.5c	<p><b>*Provide the actual non-ranking end date</b></p> <p><i>Answer this question if your response to Q3B.5a is "No" and your response to Q3B.5b is "Yes".</i></p>	N/A
3B.5d	<p><b>*Provide the estimated non-ranking end period</b></p> <p><i>Answer this question if your response to Q3B.5a is "No" and your response to Q3B.5b is "No".</i></p>	N/A
3B.5e	<p><b>*Please state the extent to which the +securities do not rank equally:</b></p> <ul style="list-style-type: none"> <li>• in relation to the next dividend, distribution or interest payment; or</li> <li>• for any other reason</li> </ul> <p><i>Answer this question if your response to Q3B.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
3B.6	<p><b>Please attach a document or provide a URL link for a document lodged with ASX setting out the material terms of the +securities being issued</b></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>	See Annexure A

3B.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>	No
3B.8a	<p><b>Ordinary fully or partly paid shares/units details</b></p> <p><i>Answer the questions in this section if you selected this security type in your response to Question 3B.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</p> <p><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</p> <p><i>Answer this question if answered "Yes" to the previous question.</i></p> <p><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></p> <p><i>The unpaid amount represents the unpaid or yet to be called amount on any security considered 'partly paid'.</i></p> <p><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?</p> <p><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
3B.8b	<p><b>Option details</b></p> <p><i>Answer the questions in this section if you selected this security type in your response to Question 3B.2.</i></p>	
	<p>*+Security currency</p> <p><i>This is the currency in which the exercise price is payable.</i></p>	AUD
	<p>*Exercise price</p> <p><i>The price at which each option can be exercised and convert into the underlying security. If there is no exercise price please answer as \$0.00.</i></p> <p><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>	\$0.0923
	<p>*Expiry date</p> <p><i>The date on which the options expire or terminate.</i></p>	21 December 2024

	<p>*Details of the number and type of +security (including its ASX security code if the +security is quoted on or recorded by ASX) that will be issued if an option is exercised</p> <p><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>	1 Ordinary Fully Paid Share per security (ASX: PTX)
3B.8c	<p><b>Details of non-convertible +debt securities, +convertible debt securities, or redeemable preference shares/units</b></p> <p><i>Answer the questions in this section if you selected one of these security types in your response to Question 3B.2.</i></p> <p><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></p>	
	<p>*Type of +security</p> <p><i>Select one item from the list</i></p>	<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
	<p>*+Security currency</p> <p><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></p>	N/A
	<p>Face value</p> <p><i>This is the principal amount of each security.</i></p> <p><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></p>	N/A
	<p>*Interest rate type</p> <p><i>Select one item from the list</i></p> <p><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></p>	<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
	<p>Frequency of coupon/interest payments per year</p> <p><i>Select one item from the list.</i></p>	<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
	<p>First interest payment date</p> <p><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></p>	N/A
	<p>Interest rate per annum</p> <p><i>Answer this question if the interest rate type is fixed.</i></p>	N/A

	<p>*Is the interest rate per annum estimated at this time? <i>Answer this question if the interest rate type is fixed.</i></p>	N/A
	<p>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". Answer "Unknown" if the date is not known at this time.</i></p>	N/A
	<p>*Does the interest rate include a reference rate, base rate or market rate (e.g. BBSW or CPI)? <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? <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? <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) <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 <i>Select one item from the list</i> <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"> <li>• "s128F exempt" means interest payments are not taxable to non-residents;</li> <li>• "Not s128F exempt" means interest payments are taxable to non-residents;</li> <li>• "s128F exemption status unknown" means the issuer is unable to advise the status;</li> <li>• "Not applicable" means s128F is not applicable to this security</li> </ul>	<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 <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"/> Staped <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 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>	21 December 2020
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 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	*In what currency is the cash consideration being paid <i>For example, if the consideration is being paid in Australian Dollars, state AUD. Answer this question if your response to Q4.2 is "Yes".</i>	N/A
4.2b	*What is the issue price per +security <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. 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.</i>	N/A
4.2c	Please describe the consideration being provided for the +securities <i>Answer this question if your response to Q4.2 is "No".</i>	Nil
4.3	Any other information the entity wishes to provide about the issue	No

## Part 5 – Unquoted +securities on issue

Following the issue of the +securities the subject of this application, the unquoted issued +securities of the entity will comprise:

*Note: the figures provided in the table in section 5.1 below are used to calculate part of the total market capitalisation of the entity published by ASX from time to time. Please make sure you include in the table each class of unquoted securities issued by the entity.*

*Restricted securities should be included in table 5.1.*

5.1		
	*ASX security code and description	*Total number of +securities on issue
	PTXAD: OPTIONS EX 12.06C, EXP 20.04.2021	1,000,000
	PTXAD: OPTIONS EX 11.50C, EXP 16.05.2021	625,000
	PTXAD: OPTIONS EX 13.62C, EXP 10.05.2022	1,400,000
	PTXAD: OPTIONS EX 10.16C, EXP 18.12.2022	2,000,000
	PTXAD: OPTIONS EX 6.63C, EXP 02.05.2023	4,723,333
	PTXAD: OPTIONS EX 6.28C, EXP 03.06.2023	800,000
	PTXAE: OPTIONS EX 7.5C, EXP 01.06.2024	415,000
	PTXAF: OPTIONS EX 9.68C, EXP 23.11.2024	17,000,000
	PTXAG: OPTIONS EX 9.68C, EXP 08.12.2025	4,000,000
	PTXAH: OPTIONS EX 9.23C, EXP 21.12.2024	1,000,000

## 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:

- your response to Q2.1 is "+securities issued under an +employee incentive scheme that are not being immediately quoted on ASX"; or
- your response to Q2.1 is "Other"

Question No.	Question	Answer
6.1	<p>*Are the securities being issued under Listing Rule 7.2 exception 13<sup>1</sup> and therefore the issue does not need any security holder approval under Listing Rule 7.1?</p> <p><i>Answer this question if your response to Q2.1 is "securities issued under an employee incentive scheme that are not being immediately quoted on ASX".</i></p>	Yes
6.2	<p>*Has the entity obtained, or is it obtaining, +security holder approval for the issue under listing rule 7.1?</p> <p><i>Answer this question if the response to Q6.1 is "No".</i></p>	N/A
6.2a	<p>*Date of meeting or proposed meeting to approve the issue under listing rule 7.1</p> <p><i>Answer this question if the response to Q6.1 is "No" and the response to Q6.2 is "Yes".</i></p>	N/A
6.2b	<p>*Are any of the +securities being issued without +security holder approval using the entity's 15% placement capacity under listing rule 7.1?</p> <p><i>Answer this question if the response to Q6.1 is "No" and the response to Q6.2 is "No".</i></p>	N/A

<sup>1</sup> Exception 13

An issue of securities under an employee incentive scheme if within 3 years before the issue date:

- (a) in the case of a scheme established before the entity was listed – a summary of the terms of the scheme and the maximum number of equity securities proposed to be issued under the scheme were set out in the prospectus, PDS or information memorandum lodged with ASX under rule 1.1 condition 3; or
- (b) the holders of the entity's ordinary securities have approved the issue of equity securities under the scheme as an exception to this rule. The notice of meeting must have included:
  - a summary of the terms of the scheme.
  - the number of securities issued under the scheme since the entity was listed or the date of the last approval under this rule;
  - the maximum number of +equity securities proposed to be issued under the scheme following the approval; and
  - a voting exclusion statement.

Exception 13 is only available if and to the extent that the number of +equity securities issued under the scheme does not exceed the maximum number set out in the entity's prospectus, PDS or information memorandum (in the case of (a) above) or in the notice of meeting (in the case of (b) above).

Exception 13 ceases to be available if there is a material change to the terms of the scheme from those set out in the entity's prospectus, PDS or information memorandum (in the case of (a) above) or in the notice of meeting (in the case of (b) above).

6.2b.1	<p>*How many +securities are being issued without +security holder approval using the entity's 15% placement capacity under listing rule 7.1?</p> <p><i>Answer this question if the response to Q6.1 is "No", the response to Q6.2 is "No" and the response to Q6.2b 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 B to Guidance Note 21 confirming the entity has the available capacity under listing rule 7.1 to issue that number of securities.</i></p>	N/A
6.2c	<p>*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)?</p> <p><i>Answer this question if the response to Q6.1 is "No" and the response to Q6.2 is "No".</i></p>	N/A
6.2c.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", the response to Q6.2 is "No" and the response to Q6.2c 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>	N/A

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

# Prescient executive option plan

Prescient Therapeutics Limited ACN 006 569 106

# Table of contents

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<b>1</b>	<b>Definitions and interpretation .....</b>	<b>1</b>
1.1	Definitions	1
1.2	Interpretation	4
<b>2</b>	<b>Administration of the Plan .....</b>	<b>5</b>
<b>3</b>	<b>Eligible Participants .....</b>	<b>5</b>
<b>4</b>	<b>Grant of Options.....</b>	<b>5</b>
4.1	Offer of Options	5
4.2	Required details of Offer	5
4.3	Required documents for Offer	5
4.4	Acceptance of offer	6
4.5	Permitted Nominees	6
4.6	Maximum Shares over which Options granted	6
4.7	No payment for grant of Options	7
4.8	Option statement or certificate	7
4.9	Register of Options	7
<b>5</b>	<b>Exercise of Options .....</b>	<b>7</b>
5.1	Rights to acquire Shares	7
5.2	Exercise price	7
5.3	Right to exercise and lapse	8
5.4	Cashless exercise of Options	8
5.5	Lapse of Options	8
5.6	General restriction on exercise	9
<b>6</b>	<b>Rights attaching to Options .....</b>	<b>9</b>
6.1	Adjustment for reconstruction	9
6.2	Dividends	9
6.3	Voting rights	9
6.4	Participation in further issues	9
6.5	Transfer and Security Interests	10
6.6	Transmission	10
6.7	Quotation	10
<b>7</b>	<b>No interest in Shares.....</b>	<b>10</b>
<b>8</b>	<b>Change of Control .....</b>	<b>10</b>
8.1	Board to notify Participant of Change of Control Trigger Event	10

8.2	Options exercisable on Change of Control	10
8.3	Action available to the Board for unexercised Options	10
8.4	Participants to cooperate and attorney	11
<b>9</b>	<b>Issue of Shares on Exercise .....</b>	<b>11</b>
9.1	Issue of Shares	11
9.2	Application for quotation	11
9.3	Ranking	11
<b>10</b>	<b>Disposal Restriction .....</b>	<b>11</b>
10.1	No disposal of Shares for a specified period	11
10.2	Holding locks or other procedures	11
10.3	Restrictions cease on Change of Control Trigger Event	12
<b>11</b>	<b>Notice.....</b>	<b>12</b>
11.1	Method of giving notice	12
11.2	When is notice given	12
11.3	Participant's address for notices	13
11.4	Company's address for notices	13
11.5	Notices to Permitted Nominees	13
<b>12</b>	<b>Amendment of the Plan.....</b>	<b>13</b>
12.1	Amendment	13
12.2	Restrictions	13
<b>13</b>	<b>Termination of the Plan.....</b>	<b>13</b>
<b>14</b>	<b>Administration of the Plan .....</b>	<b>14</b>
14.1	Authority to form policy and delegation	14
14.2	Obligations of Board	14
14.3	Board decisions	14
14.4	Board, Company and delegates may act in its absolute discretion	14
14.5	Independent advice by Board	14
<b>15</b>	<b>Rights of Eligible Participants and Participants .....</b>	<b>14</b>
<b>16</b>	<b>General.....</b>	<b>15</b>
16.1	Listing Rules and Constitution	15
16.2	Board, Company and delegates may act in its absolute discretion	15
16.3	Costs	15
16.4	Advice	15
16.5	Governing law and jurisdiction	15

# Executive option plan

## Prescient Therapeutics Limited

The Plan involves the grant of Options to Eligible Participants on the terms in this document.

### 1 Definitions and interpretation

#### 1.1 Definitions

In this document:

Term	Definition
<b>Acceptance Form</b>	means an acceptance of an Offer completed and signed by an Eligible Participant (and any Permitted Nominee) in the form attached to the Offer.
<b>ASIC</b>	means the Australian Securities and Investments Commission.
<b>ASX</b>	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
<b>Bidder</b>	means a person who proposes to acquire (together with their associates) all of the ordinary shares in the Company.
<b>Board</b>	means the Company's board of Directors.
<b>Business Day</b>	means a business day as defined in the Listing Rules.
<b>Change of Control Trigger Event</b>	means: <ol style="list-style-type: none"> <li>(a) a person acquires voting power (within the meaning of section 610 Corporations Act) in more than 50% of the ordinary shares in the Company;</li> <li>(b) an order of the court made for the purposes of section 411(4)(b) Corporations Act, in connection with a members' scheme of arrangement to effect a change of Control of the Company, is lodged with ASIC under section 411(10) Corporations Act;</li> <li>(c) the Company disposes of the whole or a substantial part of its assets or undertaking; or</li> <li>(d) an event set out in paragraph (a), (b) or (c) is, in the opinion of the Board, likely to occur in the near future and the Board decides to nominate a date on which a Change of Control Trigger Event is taken to have occurred.</li> </ol>
<b>Company</b>	means Prescient Therapeutics Limited ACN 006 569 106.
<b>Constitution</b>	means the Company's constitution.
<b>Consultant</b>	means any person who acts in an advisory capacity for, or is engaged in the provision of services to, the Group.
<b>Control</b>	has the meaning given to the term in section 50AA Corporations Act.



<b>Term</b>	<b>Definition</b>
<b>Corporations Act</b>	means <i>Corporations Act 2001</i> (Cth).
<b>Director</b>	means a director of the Company.
<b>Disposal Restriction</b>	means a restriction, set out in an Offer, on the creation of a Security Interest in, or the transfer, assignment, disposal or otherwise dealing with, a Share issued on exercise of an Option.
<b>Eligible Participant</b>	means any person who is designated by the Board to be an Eligible Participant under rule 3.
<b>Employee</b>	means an employee of a member of the Group.
<b>Encumbrance</b>	means any one or more of the following: <ul style="list-style-type: none"> <li>(a) any interest, right or power that in substance secures payment or performance of any obligation, for example a mortgage, charge or security interest under the <i>Personal Property Securities Act 2009</i> (Cth);</li> <li>(b) any preferential or adverse interest of any kind;</li> <li>(c) a right to buy or use assets, for example a hire purchase agreement, option, licence, lease or agreement to purchase;</li> <li>(d) a right to set-off or right to withhold payment of a deposit or other money;</li> <li>(e) an easement, restrictive covenant, caveat or similar restriction over property;</li> <li>(f) an agreement to create any of the items referred to in paragraphs (a) to (e) above or to allow any of those items to exist; or</li> <li>(g) a notice under section 255 Tax Act (1936), subdivision 260-A in schedule 1 <i>Taxation Administration Act 1953</i> (Cth) or any similar legislation.</li> </ul>
<b>Exercise Date</b>	means the date after which an Eligible Participant may exercise an Option as set out in the Offer.
<b>Exercise Period</b>	means the period from the Exercise Date to the Expiry Date.
<b>Exercise Price</b>	means the price payable on exercise of an Option to acquire the underlying Share, as set out in rule 5.2.
<b>Expiry Date</b>	means the date on or by which a Participant must exercise an Option before that Option expires as set out in the Offer.
<b>Fair Value</b>	means: <ul style="list-style-type: none"> <li>(a) in respect of an Option, the value of the Option decided by the Board and calculated in accordance with: <ul style="list-style-type: none"> <li>(i) if the Company is listed on ASX at the date of the calculation: <ul style="list-style-type: none"> <li>(A) the Black Scholes valuation model; or</li> <li>(B) a generally accepted valuation methodology selected by the Board (and using assumptions decided by</li> </ul> </li> </ul> </li> </ul>

Term	Definition
	<p>the Board) in its absolute discretion; or</p> <p>(ii) if the Company is not listed on ASX at the date of the calculation, a generally accepted valuation methodology selected by the Board (and using assumptions decided by the Board) in its absolute discretion; and</p> <p>(b) in respect of a Share:</p> <p>(i) if the Company is listed on ASX at the date of the calculation:</p> <p>(A) the arithmetic average of the daily volume weighted average market price of all Shares sold on ASX:</p> <p>(I) during the period of ten trading days immediately before, but exclusive of, the date of the calculation; or</p> <p>(II) if there has not been trading on each of the previous ten trading days, on each of the previous ten days on which trading occurred; or</p> <p>(B) the value of the Share decided by the Board and calculated in accordance with a generally accepted valuation methodology selected by the Board (and using assumptions decided by the Board) in its absolute discretion; or</p> <p>(ii) if the Company is not listed on ASX at the date of the calculation, the value of the Share decided by the Board and calculated in accordance with a generally accepted valuation methodology selected by the Board (and using assumptions decided by the Board) in its absolute discretion.</p>
<b>Group</b>	means the Company and its Related Bodies Corporate.
<b>Listing Rules</b>	means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
<b>Notice of Exercise</b>	means a completed and signed notice substantially in the form attached to the Offer, or another form approved by the Board.
<b>Offer</b>	means a written offer to participate in the Plan.
<b>Option</b>	means an option granted under the Plan to subscribe for and be allotted the number of Shares set out in an Offer.
<b>Participant</b>	means an Eligible Participant or its Permitted Nominee (as the

<b>Term</b>	<b>Definition</b>
	case requires).
<b>Permitted Nominee</b>	means a body corporate Controlled by an Eligible Participant, or any other entity as the Board may determine.
<b>Plan</b>	means this share option plan as amended from time to time.
<b>Related Body Corporate</b>	has the meaning given to the term in the Corporations Act.
<b>Security Interest</b>	means any interest, right or power that in substance secures payment or performance of any obligation, for example a mortgage, a charge, or a security interest under the <i>Personal Property Securities Act 2009</i> (Cth).
<b>Share</b>	means a fully paid ordinary share in the Company.
<b>Termination Date</b>	means the date the termination of directorship, employment or the consultancy arrangement of an Eligible Participant takes effect, under the Eligible Participant's written employment agreement or consultancy agreement or otherwise.
<b>Vesting Conditions</b>	means the vesting conditions specified in an Offer, which must be satisfied before an Option can be exercised.

## 1.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (i) a reference to 'month' means calendar month;

- (j) words defined in the Corporations Act have the same meaning when used in this document; and
- (k) headings are for convenience only and do not affect the interpretation.

## **2 Administration of the Plan**

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The Board will administer the Plan in accordance with this document.

## **3 Eligible Participants**

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The Board may designate a Director, Employee or Consultant as an Eligible Participant for the purposes of the Plan.

## **4 Grant of Options**

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### **4.1 Offer of Options**

- (a) The Board may offer any number of Options to an Eligible Participant on the terms the Board decides by giving the Eligible Participant an Offer, subject to the Plan and any applicable law or Listing Rules.
- (b) Subject to the terms of the Offer, each Option will entitle the Eligible Participant to receive one Share upon the exercise of the Option.

### **4.2 Required details of Offer**

An Offer must state:

- (a) the total number of Options for which the Eligible Participant may accept;
- (b) the date of the Offer;
- (c) the Exercise Period (including the Exercise Date and the Expiry Date);
- (d) the Exercise Price;
- (e) any Vesting Conditions;
- (f) any Disposal Restrictions;
- (g) any other terms of the Options; and
- (h) any matters required to be specified by the Corporations Act or Listing Rules.

### **4.3 Required documents for Offer**

The Company will send the Offer to an Eligible Participant together with:

- (a) an Acceptance Form;
- (b) a Notice of Exercise;

- (c) a copy of this Plan or a summary of this Plan (in which case this Plan will be made available on request, free of charge);
- (d) any other explanatory material which the Company wishes to distribute; and
- (e) any other documents and information required by the Corporations Act or Listing Rules.

#### **4.4 Acceptance of offer**

To accept an Offer, an Eligible Participant must complete, sign and return the Acceptance Form in accordance with the Offer.

#### **4.5 Permitted Nominees**

- (a) An Eligible Participant that receives an Offer may nominate a Permitted Nominee to hold the Options on their behalf by providing details of the Permitted Nominee on the Acceptance Form and having the Permitted Nominee sign the Acceptance Form.
- (b) The Board can, in its absolute discretion and without providing an explanation, decide whether or not to grant a Permitted Nominee (nominated by an Eligible Participant) Options.
- (c) Where the Board decides not to grant Options to a Permitted Nominee, the Board will grant the Options to the Eligible Participant instead and the Eligible Participant is taken to have accepted the Offer personally.
- (d) An Eligible Participant must immediately notify the Company in writing as soon as they become aware:
  - (i) that they cease to Control their Permitted Nominee;
  - (ii) of any transaction which may result in them ceasing to Control their Permitted Nominee; or
  - (iii) that they cease to have an entitlement (whether or not that entitlement requires an exercise of discretion) to a majority of the distributions of their Permitted Nominee.
- (e) If an Eligible Participant ceases to Control their Permitted Nominee at any time, the Board may determine that any Options granted to the Permitted Nominee be transferred to the Eligible Participant.

#### **4.6 Maximum Shares over which Options granted**

The Board must not grant Options if the number of Shares to be issued on exercise of the Options, when aggregated with the number of Shares in the same class:

- (a) which would be issued if each outstanding offer or option to acquire unissued Shares were to be accepted or exercised, being offers made or options acquired under an employee share or option plan only for employees or directors of the Company and its Related Bodies Corporate; and
- (b) issued during the previous five years under any employee share or option plan only for employees or directors of the Company and its Related Bodies Corporate,

but disregarding any offer made, or option acquired or Share issued by way of or as a result of:

- (c) an offer to a person situated at the time of receipt of the offer outside of Australia;
- (d) a disclosure document or product disclosure statement; or
- (e) an offer that did not need disclosure because of section 708 Corporations Act,

would exceed 5% of the total number of issued Shares in that class of Shares as at the time the offer was made.

#### **4.7 No payment for grant of Options**

A Participant is not required to pay for the grant of an Option.

#### **4.8 Option statement or certificate**

The Company will, within ten Business Days after the Participant is granted the Options, deliver to each Participant:

- (a) a statement in the form the Board decides evidencing the grant of the Options; or
- (b) if required by the Constitution or otherwise by law, a certificate evidencing the grant of the Options in accordance with the Constitution or law.

#### **4.9 Register of Options**

The Company must maintain a register of the Options.

## **5 Exercise of Options**

---

### **5.1 Rights to acquire Shares**

An Option entitles a Participant to acquire one Share:

- (a) provided any acquisition of Shares does not breach the Corporations Act or the Listing Rules;
- (b) provided any Vesting Conditions have been satisfied;
- (c) during the Exercise Period;
- (d) for payment of the Exercise Price; and
- (e) otherwise in the manner required by the Board and specified in writing to the Eligible Participant at the time the Option is granted.

### **5.2 Exercise price**

The Exercise Price is the amount set out in the Offer.

### 5.3 Right to exercise and lapse

- (a) Subject to rule 5.1, a Participant may exercise an Option at any time in the Exercise Period by:
- (i) delivering a Notice of Exercise; and
  - (ii) paying the Exercise Price,
- to the Company.
- (b) Unless the Board decides otherwise, an Option that has not been exercised on or before the Expiry Date, lapses on the day after the Expiry Date.

### 5.4 Cashless exercise of Options

- (a) The Board may decide that a Participant is not required to pay the Exercise Price for an Option, but that on exercise of an Option the Company will only issue that number of Shares to the Participant in accordance with the following formula:

$$\frac{\text{Fair Value of a Share} - \text{Exercise Price otherwise payable}}{\text{Fair Value of a Share}} \times \text{Number of Options being exercised}$$

- (b) If a Participant exercises Options under rule 5.4(a), those Options expire immediately on the issue of the relevant number of Shares to the Participant.

### 5.5 Lapse of Options

Subject to rule 5.1 and unless the Board decides otherwise, if an event in the table below occurs in respect of an Eligible Participant, the Eligible Participant's Options are treated in accordance with the following table:

Event	On or before Exercise Date	During the Exercise Period
Eligible Participant's lawful termination from employment with the Group or consultancy arrangement with the Group, but not for serious breach of the employment contract or consultancy agreement	Options lapse	The Expiry Date is adjusted to 60 days after the Termination Date or a later date decided by the Board
Eligible Participant's lawful termination from employment with the Group or consultancy arrangement with the Group, for serious breach of the employment contract or consultancy agreement	Options lapse	The Expiry Date is adjusted to 30 days after the Termination Date or a later date decided by the Board
Eligible Participant's resignation or vacation from the Board, employment or consultancy with the Group.	Options lapse	The Expiry Date is adjusted to 60 days after the date of the resignation or a later date decided by the Board

<b>Event</b>	<b>On or before Exercise Date</b>	<b>During the Exercise Period</b>
Eligible Participant being made redundant	Options lapse	The Expiry Date is adjusted to 60 days after the date of the redundancy or a later date decided by the Board
Death or disability (so that unable to perform normal duties – in the opinion of a medical practitioner nominated by the board) of the Eligible Participant	Options lapse 90 days after the date of death or disability	There is no adjustment and the representative of the Eligible Participant’s estate may exercise the Options before the Expiry Date
Eligible Participant loses Control of their Permitted Nominee and the Options are not transferred to the Eligible Participant under rule 4.5(e)	Options lapse	Options lapse

## **5.6 General restriction on exercise**

A Participant may not exercise an Option if, at the time the Participant proposes to exercise the Option, the Participant (or its associated Eligible Participant) is:

- (a) restricted from trading in the Shares or other securities under the Company’s securities trading policy; or
- (b) in possession of price sensitive information about the Group which is not generally available to the public.

## **6 Rights attaching to Options**

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### **6.1 Adjustment for reconstruction**

If there is a reconstruction of the issued capital of the Company (including consolidation, sub-division, reduction or return), the number of Shares to be issued on exercise of an Option, the Exercise Price or both, will be adjusted to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital.

### **6.2 Dividends**

A Participant does not have the right to participate in dividends on Shares until Shares are issued on the exercise of an Option.

### **6.3 Voting rights**

A Participant does not have the right to vote in respect of an Option.

### **6.4 Participation in further issues**

- (a) A Participant cannot participate in a new issue of Shares without exercising their Options.



- (b) If a pro rata bonus or cash issue of securities is awarded by the Company, the number of Shares to be issued on exercise of an Option and the Exercise Price will be adjusted as specified in Listing Rule 6.22 and written notice will be given to the Participant.

## **6.5 Transfer and Security Interests**

Subject to rule 6.6, Participants may only:

- (a) create a Security Interest in; or
- (b) transfer, assign, dispose or otherwise deal with,

Options, or any interest in Options, with the prior written consent of the Board.

## **6.6 Transmission**

The transmission of Options to a legal personal representative of an Eligible Participant following an Eligible Participant's death, may be made without the prior written consent of the Board.

## **6.7 Quotation**

The Company will not apply to ASX for official quotation of any of the Options.

## **7 No interest in Shares**

---

A Participant has no interest in Shares the subject of Options until the Options are exercised and Shares are issued to that Participant.

## **8 Change of Control**

---

### **8.1 Board to notify Participant of Change of Control Trigger Event**

The Board must, as soon as reasonably practicable, give written notice to each Participant of a Change of Control Trigger Event.

### **8.2 Options exercisable on Change of Control**

Unless the Board decides otherwise, if a Change of Control Trigger Event occurs, all Options vest immediately and may be exercised by a Participant (regardless of whether any Vesting Conditions have been satisfied) by delivering a Notice of Exercise, and payment of the Exercise Price, to the Company.

### **8.3 Action available to the Board for unexercised Options**

If a Change of Control Trigger Event occurs, the Company may:

- (a) buy-back Options held by a Participant for:
  - (i) an amount agreed with the Participant; or
  - (ii) Fair Value;
- (b) arrange for options to acquire shares in the Bidder to be granted to the Participants on substantially the same terms as the Options, but with any appropriate and reasonable

adjustments decided by the Board to the number of shares in the Bidder to be issued on exercise of those options or the exercise price of those options, to ensure the Participants are not materially financially disadvantaged;

- (c) allow the Options to continue in accordance with their terms; or
- (d) proceed with a combination of any of the alternatives in rules 8.3(a), 8.3(b) or 8.3(c).

#### **8.4 Participants to cooperate and attorney**

Each Participant:

- (a) must do all acts, matters or things which are necessary or desirable to give effect to a buy-back or exchange of Options under rule 8.3; and
- (b) irrevocably appoints any two Directors as its attorney for the purpose of performing any act required of it under rule 8.4.

### **9 Issue of Shares on Exercise**

---

#### **9.1 Issue of Shares**

The Company will issue Shares to a Participant at the next Board meeting, or within 20 Business Days, whichever first occurs after receiving a valid Notice of Exercise and the Exercise Price.

#### **9.2 Application for quotation**

If the Shares are officially quoted by ASX, the Company will apply to ASX for official quotation of any Shares issued to a Participant after exercise of Options within the time prescribed by the Listing Rules but, in any event, within ten Business Days of the issue of those Shares.

#### **9.3 Ranking**

A Share issued on the exercise of any Option ranks equally with all existing Shares of that class from the date of allotment.

### **10 Disposal Restriction**

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#### **10.1 No disposal of Shares for a specified period**

If an Offer contains a Disposal Restriction, the Participant must comply with the Disposal Restriction in relation to all Shares issued on exercise of the Options for the period specified in the Offer.

#### **10.2 Holding locks or other procedures**

If the Shares issued on the exercise of Options are subject to a Disposal Restriction, the Company may implement any procedure (including a holding lock) it considers appropriate to ensure the Disposal Restriction is complied with for the period specified in the Offer.

### **10.3 Restrictions cease on Change of Control Trigger Event**

A Disposal Restriction ceases to apply immediately upon a Change of Control Trigger Event occurring. As soon as reasonably practicable after the Change of Control Trigger Event occurs, the Company must release the Shares from any procedure in place under rule 10.2.

## **11 Notice**

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### **11.1 Method of giving notice**

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
  - (i) delivered by hand to that person's address;
  - (ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas;
  - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or
  - (iv) sent by email to that person's email address where the sender receives an email receipt or other written confirmation from the recipient to the sender which indicates that the email was received at the email address of the recipient.

### **11.2 When is notice given**

A notice, consent or communication given under rule 11.1 is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

<b>If a notice is</b>	<b>It is given and received on</b>
Delivered by hand or sent by fax or email	(a) that day, if delivered by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.

### **11.3 Participant's address for notices**

A Participant's address, fax number and email address are as shown in the Company's records or as otherwise notified by the Participant to the Company.

### **11.4 Company's address for notices**

The Company's address for notices, including the Acceptance and Notice of Exercise is set out below or as otherwise notified by the Company to the Participant.

Level 4, 100 Albert Road  
South Melbourne, VIC 3205

### **11.5 Notices to Permitted Nominees**

Any notice or direction given under this Plan to a Permitted Nominee is validly given if it is provided to the associated Eligible Participant under rule 11.1.

## **12 Amendment of the Plan**

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### **12.1 Amendment**

Subject to rule 12.2, the Board may amend the Plan in any manner it decides.

### **12.2 Restrictions**

The Board must not make any amendment to the Plan which would:

- (a) have the effect of materially adversely affecting or prejudicing the rights of any Participant holding Options at that time, except for amendments:
  - (i) to comply with the Constitution, Corporations Act, Listing Rules or any other law affecting the maintenance or operation of the Plan;
  - (ii) to correct a manifest error; or
  - (iii) to address potential adverse tax implications affecting the Plan arising from changes to laws relating to taxation, the interpretation of laws relating to taxation by the relevant governmental authorities (including the release of any ruling), courts or tribunals; or
- (b) effect a change to the number of Shares to which a Participant is entitled on exercise of the Options, the Exercise Price or the Exercise Period unless permitted by the Corporations Act and the Listing Rules.

## **13 Termination of the Plan**

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The Plan may be terminated or suspended at any time by the Board and that termination or suspension will not have any effect on or prejudice the rights of any Participant holding Options at that time.

## **14 Administration of the Plan**

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### **14.1 Authority to form policy and delegation**

- (a) The Board may make policy and regulations for the operation of the Plan which are consistent with the Plan and may delegate necessary functions to an appropriate service provider or employee capable of performing those functions and implementing those policies.
- (b) The Board may delegate functions and powers under this Plan as it considers appropriate, for the efficient administration of the Plan, to a committee made up of a person or persons capable of performing those functions and exercising those powers.

### **14.2 Obligations of Board**

The Board in exercising a power or discretion conferred on it by this Plan is not under a fiduciary or other obligation to any other person.

### **14.3 Board decisions**

The decision of the Board as to the interpretation, effect or application of this Plan is final.

### **14.4 Board, Company and delegates may act in its absolute discretion**

Where the Board, the Company or their delegates may exercise any right or discretion or make any decision under this document, it may do so in its absolute discretion, conditionally or unconditionally, and without being required to give reasons or act reasonably. Rule 14.4 applies unless this document expressly requires otherwise.

### **14.5 Independent advice by Board**

The Board or a committee may take and rely upon independent professional or expert advice on the exercise of any of their powers or discretions under this Plan.

## **15 Rights of Eligible Participants and Participants**

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Nothing in this Plan:

- (a) confers on any Eligible Participant the right to continue as a Director, an Employee or a Consultant;
- (b) affects any rights a member of the Group may have to terminate the employment of any Employee or any agreement with a Director or Consultant; or
- (c) may be used to increase damages in any action brought against the Company or any Related Body Corporate, other than an action arising solely out of a Participant's rights under the Plan.

## **16 General**

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### **16.1 Listing Rules and Constitution**

- (a) This Plan, the entitlements of Participants, and any obligations of the Company, under this Plan are subject to the Constitution, the Listing Rules, the Corporations Act and any other applicable law.
- (b) No Option may be granted nor will any Option be capable of exercise if it would, or in the opinion of the Board (having taken appropriate legal advice) is likely to, contravene the Corporations Act, the Listing Rules or any other applicable laws.
- (c) Despite any other rule of this Plan, every covenant or other provision set out in an exemption from, or modification to, the provisions of the Corporations Act granted from time to time by ASIC in respect of the Plan, and required to be included in this Plan in order for the exemption or modification to have effect, is deemed to be contained in this Plan. To the extent that any covenant, or other provision deemed to be contained in this Plan is inconsistent with any other rule of this Plan, the deemed covenant or other provision will prevail.

### **16.2 Board, Company and delegates may act in its absolute discretion**

Where the Board, the Company or their delegates may exercise any right or discretion or make any decision under this document, it may do so in its absolute discretion, conditionally or unconditionally, and without being required to give reasons or act reasonably. Clause 16.2 applies unless this document expressly provides otherwise.

### **16.3 Costs**

- (a) The Company must pay all the expenses, costs and charges incurred in operating the Plan.
- (b) The Company is not responsible for any duties or taxes which may become payable in connection with the grant of Options, the issue and allotment of Shares on exercise of Options or any other dealing with Options or Shares (including, but not limited to, as a result of a transaction contemplated by rules 4.5(e) or 8.3).

### **16.4 Advice**

Participants should obtain their own independent advice at their own expense on the financial, taxation and other consequences to them of, or relating to, participating in the Plan.

### **16.5 Governing law and jurisdiction**

- (a) The laws of Victoria govern this document and the rights of Participants under the Plan.
- (b) Each Participant, the Company and the Board (and their delegates) irrevocably submits to the non-exclusive jurisdiction of the Victorian courts and courts competent to hear appeals from those courts.