

Long Term Incentive Plan Rules

Iltani Resources Limited

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Long Term Incentive Plan Rules

1. Plan

- (a) The purpose of the Plan is to:
 - (1) motivate and retain Eligible Employees of Itani;
 - (2) attract quality Eligible Employees to Itani;
 - (3) enable the Eligible Employees to share the rewards of the future success of Itani;
 - (4) link the reward of Eligible Employees to performance and the creation of shareholder value;
 - (5) add wealth to all shareholders by motivating the Eligible Employees; and
 - (6) provide greater incentive for Eligible Employees to focus on the Company's longer term goals.
 - (b) The Plan will take effect on such date as the Board resolves.
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2. Definitions and interpretation

2.1 Definitions

In these Rules the following words and expressions have the meanings indicated unless the contrary intention appears:

Applicable Law means any one or more or all, as the context requires of:

- (a) the Corporations Act;
- (b) the Listing Rules;
- (c) the Constitution;
- (d) the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth);
- (e) any practice note, policy statement, regulatory guide, class order, declaration, guideline, policy, procedure, ruling, judicial interpretation or other guidance note made to clarify, expand or amend (a), (b), and (d) above; and
- (f) any other legal requirement that applies to the Plan;

ASIC means the Australian Securities and Investments Commission;

Associated Body Corporate has the meaning given in the Class Order;

ASX means ASX Limited (ACN 008 624 691) or the market operated by ASX Limited (as the context requires);

Award means:

- (a) an Option; and/or
- (b) a Performance Right,

as the case may be;

Bad Leaver means a Relevant Person who ceases employment, engagement or office with any Group Company in any of the following circumstances:

- (a) the Relevant Person's employment or engagement is terminated, or the Relevant Person is dismissed from office, due to:
 - (i) serious and wilful misconduct;
 - (ii) material breach of the terms of any contract of employment, engagement or office entered into by the Company (or another Group Company) and the Relevant Person;
 - (iii) gross negligence; or
 - (iv) other conduct justifying termination of employment, engagement or office without notice either under the Relevant Person's contract of employment, engagement or office, or at common law;
- (b) the Relevant Person ceases his or her employment, engagement or office for any reason and commences employment, engagement or office, or otherwise acts, in breach of any post-termination restrictions contained in his or her contract of employment, engagement or office entered into by the relevant Group Company and the Relevant Person; or
- (c) the Relevant Person is ineligible to hold his or her office for the purposes of Part 2D.6 of the Corporations Act;

Blackout Period means a period when the Relevant Person is prohibited from trading in the Company's securities pursuant to the Company's written policies then applicable;

Board means all or some of the Directors of Ittani or any committee appointed by the Directors of Ittani that is delegated responsibility by the Directors of Ittani for the operation of the Plan;

Business Day means a day that is not:

- (a) a Saturday, Sunday, or public holiday in Brisbane, Queensland; or
- (b) any other day that ASX declares is not a business day;

Buy-Back means the purchase by the Company of Awards prior to their exercise, or the buy-back by the Company of Plan Shares, pursuant to clause 19;

Certificate means the certificate issued by the Company to a Participant in respect of an Award that is substantially in the form set out in Schedule 2;

Change of Control Event occurs where:

- (a) an offer is made for Shares pursuant to a takeover bid under Chapter 6 of the Corporations Act and is, or is declared, unconditional; or
- (b) the Court sanctions under Part 5.1 of the Corporations Act a compromise or arrangement relating to the Company or a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other company or companies and the terms of the compromise or arrangement result in one or more persons alone, or together, acquiring voting power of more than 50 per cent of the Shares; or
- (a) any other merger, consolidation or amalgamation involving the Company occurs which results in the holders of Shares immediately prior to the merger, consolidation or amalgamation being entitled to 50 per cent or less of the voting shares in the body corporate resulting from the merger, consolidation or amalgamation; or
- (b) any Group Company or Group Companies enter into agreements to sell in aggregate a majority in value of the businesses or assets (whether or not in the form of shares in a Group Company) of the Group to a person, or a number of persons, none of which are Group Companies; or
- (c) the Board determines in its reasonable opinion, control of the Company has or is likely to change or pass to one or more persons, none of which are Group Companies;

Class Order means ASIC Class Order CO 14/1000 or any other instrument that grants similar relief;

Company or **Iltani** means Iltani Resources Limited (ACN 649 345 308);

Constitution means the constitution of the Company, as amended from time to time;

Corporations Act means *Corporations Act 2001* (Cth);

Director means a director of Iltani or an Associated Body Corporate;

Dispose includes (and Disposal shall be considered accordingly):

- (a) to sell, assign, offer, dispose of, transfer or deal in any way with any right, title or interest in any Award and/or Plan Shares (whether legal or beneficial and whether for valuable consideration or not); and
- (b) to agree to sell, assign, offer, dispose of, transfer or deal in any way with any right, title or interest in any Award and/or Plan Shares (whether legal or beneficial and whether for valuable consideration or not);
- (c) create, declare or allow to be created any trust over any Award and/or Plan Shares;
- (d) grant an encumbrance over any Award and/or Plan Shares; and

- (e) any act or omission that causes or results in a change in effective control of the Participant;

Eligible Employee means:

- (a) a full time employee or part-time employee of Ittani or an Associated Body Corporate of Ittani;
- (b) a casual employee of Ittani or an Associated Body Corporate of Ittani who is, or might reasonably be expected to be, engaged to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position of Ittani or an Associated Body Corporate of Ittani;
- (c) a director (whether executive or non-executive) of Ittani or an Associated Body Corporate of Ittani;
- (d) either:
 - (1) an individual with whom the body has entered into a contract for the provision of services under which the individual performs work for Ittani or an Associated Body Corporate of Ittani; or
 - (2) a company with whom the body has entered into a contract for the provision of services under which an individual, who is a director of the company or their spouse, performs work for Ittani or an Associated Body Corporate of Ittani,

where the individual who performs the work under or in relation to the contract is, or might reasonably be expected to be, engaged to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with Ittani or an Associated Body Corporate of Ittani;

- (e) a person to whom the Offer is made but who can only accept the Offer if an arrangement has been entered into that will result in the person becoming covered by one of (a) to (d) above; and
- (f) any other person who the Board determines is to be treated as an Eligible Employee under the Plan;

Exercise Conditions means any criteria, requirements or conditions, as determined by the Board or under these Rules, which must be met (notwithstanding the satisfaction of any Vesting Conditions) prior to a Participant being entitled to exercise vested Awards in accordance with clauses 8 and/or 9;

Exercise Notice means the exercise notice set out in Schedule 3 or such other notice approved by the Board from time to time;

Exercise Period means the period during which a vested Option may be exercised, as set out in clause 9.1;

Exercise Price means the exercise price payable by a Participant to acquire a Share upon the exercise of an Option, as specified by the Board in the Offer Document, and determined by the Board in its sole and absolute discretion; provided that the Exercise Price shall not in

any circumstances be lower than the Market Value of the Shares on the Grant Date of the Option;

Expiry Date means the earlier of:

- (a) the date 7 years from the Grant Date of any Awards; or
- (b) any other date determined by the Board and as specified in the Offer,

after which the Awards lapse and may no longer be exercised;

Good Leaver means a Relevant Person who ceases employment, engagement or office with any Group Company and who is not a Bad Leaver, and includes where a Relevant Person's employment, engagement or office ceases due to death, permanent incapacity, redundancy, resignation, retirement or any other reason the Board determines in its sole and absolute discretion;

Grant Date means the date on which Awards are granted to a Participant and specified in the Offer Document;

Group means the group of related or associated companies of which Ittani is the holding company and includes all Associated Body Corporates of Ittani and all other entities designated by the Board to be members of the group (even if not a subsidiary of Ittani) and **Group Company** means any one of them;

Listed means being admitted to the official list of the ASX or any other securities exchange;

Listing Rules means the listing clauses of the ASX or any other securities exchange on which Ittani is Listed;

Loan means a loan made by the Company to a Participant pursuant to rule 21.1;

Market Value means the value of an Award or of Shares as determined by:

- (a) in relation to an Award, a valuation methodology approved by the Board; or
- (b) in relation to Shares, the Volume Weighted Average Market Price of Shares sold on the ASX over the last 5 trading days immediately before the relevant date;

Nominated Party means, in respect of an Eligible Employee:

- (a) that person's spouse;
- (b) that person's biological or legally adopted child of at least 18 years of age;
- (c) a trustee or trustees of a trust set up wholly for the benefit of one or more Eligible Employees or a person mentioned in sub-clauses (a) or (b) (but not including any trust established by the Company under clause 7); or
- (d) a company in which all of the issued Shares are beneficially held by, and all of the voting rights are beneficially held by:
 - (i) the Eligible Employee; and/or
 - (ii) a person or persons mentioned in sub-clauses (a), (b) or (c) above.

Offer means an offer to an Eligible Employee to apply for the grant of Awards under these Rules.

Offer Document means a notice of invitation to apply for Awards that is substantially in the form set out in Schedule 1 or such other form as approved by the Board from time to time;

Option means an option granted to a Participant under this Plan to subscribe for and/or acquire (as determined by the Board in its sole and absolute discretion) one Share on the terms of the Plan and subject to the satisfaction of any Vesting Conditions and/or Exercise Conditions and payment of the relevant Exercise Price (if any).

Participant means:

- (a) an Eligible Employee to whom an Award has been granted under the Plan;
- (b) a person to whom an Eligible Employee has renounced an Offer under the Plan in favour of and to whom an Award has been granted under the Plan;
- (c) a person who holds one or more Awards; or
- (d) in respect of the exercise of a right of a Participant, the legal personal representative of a person referred to in (a), (b) or (c), duly appointed on the death or legal incapacity of that person in accordance with clause 6.7(b);

Performance Right means an entitlement of a Participant granted under this Plan to subscribe for and/or acquire (as determined by the Board in its sole and absolute discretion) one Share or receive a cash payment in lieu of a Share on the terms set out in the Plan subject to the satisfaction of any Vesting Conditions and/or Exercise Conditions. For the avoidance of doubt, no consideration is payable for the exercise of a right to subscribe for and/or acquire a Share pursuant to the Performance Right;

Plan means the Itani Long Term Incentive Plan as administered in accordance with these Rules;

Plan Share means any Share held by a Participant or a Nominated Party:

- (a) in respect of which the Participant exercised an Option; or
- (b) upon automatic exercise of a Performance Right;

Relevant Person means:

- (a) in respect of an Eligible Employee, that person; and
- (b) in respect of a Nominated Party of an Eligible Employee, that Eligible Employee;

Rules means these clauses of the Plan as amended from time to time and includes the terms of the Award as determined by the Board;

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

Share means a fully paid ordinary share in the capital of Itani;

Shareholder means any holder of Shares;

Shareholder Approval means any prior consent or affirming resolution that needs to be obtained from Shareholders of the Company before an action is taken or determination made under these Rules;

Share Trading Policy means any Company share trading policy, as amended from time to time;

Tax means all forms of taxes (including, without limitation, PAYG withholding, income tax and fringe benefits tax), imposts, charges, withholdings or other governmental impositions collected, imposed, assessed or charged by a taxation authority and any related interest penalties, fines, expenses and other additional statutory charges;

Term means the period commencing on the Grant Date and ending on the Expiry Date (inclusive);

Vesting Condition means any criteria, requirements or conditions (as specified in the Offer Document) and determined by the Board in its sole and absolute discretion) which must be met prior to Awards vesting in a Participant, which the Board may throughout the course of the period between the grant of an Award and its vesting waive or accelerate as the Board considers reasonably appropriate;

Volume Weighted Average Market Price has the meaning given in the Listing Rules; and

Withholding Tax has the meaning as set out in clause 29.2.

2.2 Interpretation

In these Rules:

- (a) a reference to the shares comprised in the Award is a reference to the Shares for which the Participant for the time being has the option to subscribe by reason of the grant to that Participant of the Award, including any Shares resulting from an adjustment made pursuant to these Rules;
- (b) a reference to an offer, issue or distribution to the shareholders of Itani generally is a reference to an offer, issue or distribution to the generality of the holders for the time being of Shares, whether or not including holders of other securities issued by Itani and whether or not including persons in particular places outside Australia or other minority groups who may for good reason be excluded from participation;
- (c) the singular includes the plural and vice versa;
- (d) headings are for convenience and do not affect the interpretation of these Rules;
- (e) a reference to a clause, statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) a reference to a person includes a reference to the person's legal personal representatives, executors, administrators and successors, a firm or a body corporate; and

- (g) where any calculation or adjustment made under these Rules produces a fraction of a cent or a fraction of a Share, the fraction will be eliminated by rounding to the nearest whole number favourable to the Participant.

2.3 Rounding

Where any calculation or adjustment to be made pursuant to these Rules produces a fraction of a cent or a fraction of an Award or Plan Share, the fraction will be eliminated by rounding to the nearest whole number.

2.4 Constitution

The entitlements of Eligible Employees and Participants under these Rules are subject to the Constitution. In the event of any inconsistency between these Rules and the Constitution, the terms of the Constitution will prevail.

3. Commencement of the Plan

This Plan takes effect on and from the date determined by the Board.

4. Maximum Award allocation

- (a) If the Class Order is relied upon by the Company for the issue of Awards pursuant to this Plan (but not otherwise), then Awards may not be granted under this Plan if, immediately following the grant, the number of Shares comprised in the Awards which are granted pursuant to the Class Order and have neither been exercised nor lapsed, together with the number of Shares in the capital of Itani or options to acquire those Shares which are the subject of any other employee incentive scheme of Itani, would exceed any maximum number specified under the Class Order.
- (b) The maximum number of Awards that may be granted to Participants under this Plan from time to time is limited to such number as:
- (1) is consistent with any applicable Listing Rules; and
 - (2) in any event, is determined by the Board from time to time in its discretion, having regard to regulatory constraints under the Corporations Act, the Class Order and any other law or ASIC policy applicable to Itani.

5. Offer to apply for Awards

5.1 Eligibility

The Board may in its absolute discretion, without being bound to do so, from time to time and at intervals determined by the Board, issue written invitations to apply for any number of Awards, on such terms as the Board determines, to Eligible Employees selected by the Board.

5.2 Form of invitation

Any invitation to apply for Awards must be made by way of Offer Document, unless otherwise determined by the Board. Unless the Board has otherwise determined, no person is entitled

to participate in the Plan unless and until the Board has issued a written Offer Document to that person in accordance with this clause 5.2.

5.3 Offer terms

Applications for Awards must be invited on the basis that the Awards will be granted on the terms of these Rules.

5.4 Personal Offer

Any invitation to apply for Awards given to an Eligible Employee in accordance with this Plan is personal and may only be renounced in favour of another person if the Board so determines and then only to:

- (a) an immediate family member of the Eligible Employee;
- (b) a company whose members comprise no persons other than the Eligible Employee or immediate family members of the Eligible Employee; or
- (c) a corporate trustee of a self-managed superannuation fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth)) where the Eligible Employee is a director of the trustee.

5.5 Confirmation

- (a) Subject to clause 5.5(b), an Eligible Employee who wishes to participate in the Plan in response to an Offer Document must confirm in writing their acceptance of the conditions of the grant of Award and the clauses governing such Award as a condition of their participation.
- (b) If written confirmation is not received prior to the date upon which the Award or any portion thereof are to be granted, the Board may nevertheless in its sole and absolute discretion agree to permit such Eligible Employee to participate.
- (c) For the avoidance of doubt, the Board in its sole and absolute discretion can refuse to allow an Eligible Employee to participate in the Plan even though a written confirmation is received from the Eligible Employee in accordance with clause 5.5(a).

5.6 Multiple invitations

Unless otherwise determined by the Board in its sole and absolute discretion, the Board may grant any number of Awards to Eligible Employees, as set out in any Offer Document, notwithstanding that a grant or grants may have previously been made to any Eligible Employee.

5.7 Participation

Following receipt of a written confirmation, subject to clause 5.5(c) and provided that the Eligible Employee is then still an Eligible Employee of a Group Company, the Eligible Employee or Nominated Party will be entitled to participate in the Plan according to its terms.

5.8 Grant

- (a) On the Grant Date, the Company will grant to the relevant Eligible Employee or Nominated Party the number of Awards as set out in the Offer and issue the Participant a notice confirming the grant of the Awards together with a Certificate.
- (b) An Eligible Employee or Nominated Party will not pay anything for the grant of Awards.

6. Terms of Awards

6.1 Board determination

- (a) The terms and conditions of Awards offered or granted under these Rules to each Eligible Employee will be:
 - (1) determined by the Board in its sole and absolute discretion and include as a minimum:
 - (A) the date of the Offer;
 - (B) the name of the Eligible Employee to whom the Offer is made;
 - (C) the number and type of Award(s) which are capable of becoming exercisable if the Vesting Conditions (if any), and/or Exercise Conditions (if any) are met;
 - (D) the Grant Date;
 - (E) in the case of an Option, the Exercise Price;
 - (F) in the case of an Option, the Exercise Period;
 - (G) the Term and Expiry Date (if any);
 - (H) the Vesting Conditions (if any) and/or Exercise Conditions (if any);
 - (I) any disposal or other restrictions attaching to the Awards and/or Plan Shares;
 - (J) any rights attaching to the Awards and/or Plan Shares; and
 - (K) agreement with the Eligible Employee for the Company to supply details to third parties where required by law;
 - (2) set out in an Offer Document delivered to the Eligible Employee.
- (b) Offers may be made by the Board on a differential basis to different classes of Eligible Employees or to Eligible Employees within the same class, as the case may be.

6.2 Award entitlements

Subject to the Board determining otherwise prior to an Offer, and subject to these Rules:

- (a) each Option entitles (subject to the satisfaction of any Vesting Conditions and/or Exercise Conditions) the Participant holding the Option to subscribe for, or to be transferred, in accordance with clause 9, one Plan Share;
- (b) each Performance Right entitles (subject to the satisfaction of any Vesting Conditions and/or Exercise Conditions) the Participant holding the Performance Right to receive, at the sole and absolute discretion of the Board, and in accordance with clause 8, one Plan Share; and
- (c) any Plan Share acquired pursuant to an exercise of an Award will rank pari passu with all existing Shares from the date of acquisition.

6.3 Method of delivery of Plan Shares

Upon exercise of Awards, Plan Shares may be delivered to the Participant in the following ways, as determined by the Board from time to time in its sole and absolute discretion:

- (a) by way of allotment and issue of Shares;
- (b) by acquiring Shares from a third party; or
- (c) by any combination of the methods set out in subclauses (a) or (b).

6.4 Participant rights

A Participant who holds Awards is not entitled to:

- (a) notice of, or to vote or attend at, a meeting of the Shareholders of the Company; or
- (b) receive any dividends declared by the Company,

unless and until any Award is exercised and the Participant holds Plan Shares as a result thereof.

6.5 No Adjustment of Awards to reflect payment of dividends and distributions

No adjustment will be made to the number of Performance Rights or Options granted to a Participant under the Plan if dividends or other distributions are paid on Shares before Options are exercised or the Performance Rights vest.

6.6 Conditions for vesting and exercise

- (a) The Board will determine prior to an Offer being made, and specify in the Offer Document, any Vesting Conditions and/or Exercise Conditions attaching to the Awards. For greater certainty, the Board may apply different Vesting Conditions to one or more portions of any Award.
- (b) Awards will only vest if any applicable Vesting Conditions have been satisfied, waived by the Board, or are deemed to have been satisfied under these Rules.
- (c) Vested Awards will only be exercisable when any applicable Exercise Conditions have been satisfied, waived by the Board, or are deemed to have been satisfied under these Rules.

6.7 No transfer of Awards

Awards granted under this Plan may not be assigned, transferred, novated encumbered with a Security Interest in or over them, or otherwise Disposed of by a Participant, other than in accordance with clause 5.4, unless:

- (a) the prior consent of the Board is obtained, which consent may impose such terms and conditions on such assignment, transfer, novation, encumbrance or Disposal as the Board sees fit in its sole and absolute discretion; or
- (b) such assignment or transfer occurs by force of law upon the death of a Participant to the Participant's legal personal representative.

6.8 New issues

An Award does not confer on a Participant the right to participate in new issues of Shares by the Company, including by way of bonus issue, rights issue or otherwise.

6.9 Awards to be registered

Awards will be registered in the appropriate register of the Company to facilitate the efficient management and administration of the Plan and to comply with regulatory reporting requirements.

7. Trust

The Board may, in its sole and absolute discretion, use an employee share trust or other mechanism for the purposes of holding any Plan Shares for Participants under the Plan and/or delivering any Plan Shares to Participants upon exercise of any Awards.

8. Exercise and settlement of Performance Rights

8.1 Vesting Notification

Performance Rights shall vest if and when any Vesting Conditions and/or Exercise Conditions applicable to a Participant's Performance Rights have been satisfied, waived by the Board, or are deemed to have been satisfied under these Rules, and where the Company has issued a Vesting Notification to the Participant informing them that some or all of their Performance Rights have vested and will be exercised automatically.

8.2 Method of exercise of Performance Rights

- (a) Following the issue of a Vesting Notification to a Participant, a vested Performance Right will be automatically exercised.
- (b) Upon the exercise of a Performance Right, where required by the Company in accordance with clause 29.2, the Participant will make payment in full of the Withholding Tax Amount the Company is required to remit as a result of the exercise of the Performance Right, where the payment received by the Company shall be held on behalf of the Participant, and remitted to the appropriate taxing authority by the Company on behalf of the Participant.

8.3 Actions on exercise

On completion of the exercise of Performance Rights:

- (a) the Performance Rights will automatically lapse;
- (b) the Company will, within 30 Business Days, allot and issue, or transfer, the number of Plan Shares for which the Participant is entitled to subscribe for or acquire through the exercise of the Performance Rights; and
- (c) the Company will issue a substitute Certificate for any remaining Performance Rights.

9. Exercise of Options

9.1 Exercise Period for Options

The Exercise Period for Options will commence when the Options have vested and any exercise conditions have been satisfied, waived by the Board, or are deemed to have been satisfied under these Rules, and will end on the Expiry Date, subject to these Rules.

9.2 Vesting Notification

Options are deemed to have vested if and when any Vesting Conditions and/or Exercise Conditions applicable to a Participant's Options have been satisfied, waived by the Board, or are deemed to have been satisfied under these Rules, and where the Company has issued a Vesting Notification to the Participant informing them that some or all their Options have vested and are exercisable.

9.3 Method of exercise of Options

At the sole and absolute discretion of the Board, following the issuing of a Vesting Notification to a Participant, a vested Option must be exercised by the Participant within the Exercise Period, and by delivery to the registered office of the Company or such other address as determined by the Board of:

- (a) a signed Exercise Notice;
- (b) a cheque or cash or such other form of payment determined by the Board in its sole and absolute discretion as satisfactory for the amount of the Exercise Price (if any); and
- (c) the Certificate, or documentary evidence satisfactory to the Board that the Certificate was lost or destroyed; and
- (d) where required by the Company in accordance with clause 29.2, payment in full of the amount of Withholding Tax Amount the Company is required to remit as a result of the exercise of the Option, where the payment received by the Company shall be held on behalf of the Participant, and remitted to the appropriate taxing authority by the Company on behalf of the Participant.

9.4 Minimum exercise of Options

Options must be exercised in multiples of 1,000, or such greater number as specified at the time of grant, unless fewer than that number of Options are held by a Participant or the Board otherwise agrees.

9.5 No issue unless cleared funds

Where a cheque is presented as payment of the Exercise Price on the exercise of Options, the Company will not, unless determined otherwise by the Board, allot and issue, or transfer, Plan Shares until after any cheque delivered in payment of the Exercise Price has been cleared by the banking system.

9.6 Actions on exercise of Options

On completion of the exercise of Options:

- (a) the Options will automatically lapse;
- (b) the Company will, within 30 Business Days, allot and issue, or transfer, the number of Plan Shares for which the Participant is entitled to subscribe for or acquire through the exercise of the Options; and
- (c) the Company will issue a substitute Certificate for any remaining Options.

9.7 Cashless exercise of Options

- (a) An Offer Document may specify that, at the time of exercise of the Options the subject of the Offer Document, the Participant may elect not to be required to provide payment of the Exercise Price for the number of Options specified in an Exercise Notice (the **Cash-less Exercise Mechanism**).
- (b) If a holder of an Option exercises the **Cash-less Exercise Mechanism**:
 - (1) the Participant will not to be required to pay the applicable Exercise Price attributable to such number of Options for which Cash-less Exercise Mechanism has been exercised; and
 - (2) the Company will, instead, only be required to issue to the Participant the number of Shares as calculated in accordance with the following formula:

$$A = O - ((O \times E) / SP)$$

Where:

A = the number of Shares required to be issued by the Company;

O = the number of Options for which the Cash-less Exercise Mechanism has been exercised;

E = the Exercise Price for the Options for which the Cash-less Exercise Mechanism has been exercised ;

SP = the volume weighted average market price (as defined in the ASX

Listing Rules) of Shares over the five (5) trading days immediately preceding (but excluding) the date of the Exercise Notice.

10. Leavers

10.1 Good Leaver

Where a Relevant Person who holds Awards becomes a Good Leaver, unless the Board in its sole and absolute discretion determines otherwise:

- (a) unvested Awards will lapse in accordance with clause 13; and
- (b) vested Options that have not been exercised will continue in force and remain exercisable, subject to the satisfaction of any applicable Exercise Conditions, until the Expiry Date.

10.2 Bad Leaver

Where a Relevant Person who holds Awards becomes a Bad Leaver:

- (a) unvested Awards will lapse in accordance with clause 13; and
 - (b) vested Options that have not been exercised will lapse on the date of the cessation of employment, engagement or office of such Relevant Person in accordance with clause 13.2.
-

11. Breach, fraud or dishonesty

Where, in the opinion of the Board, a Relevant Person:

- (a) acts fraudulently or dishonestly; or
- (b) is in material breach of his or her duties or obligations to any Group Company,

then the Board may in its sole and absolute discretion determine that all unvested Awards and vested Options of the Relevant Person will lapse.

12. Awards may be cancelled if Participant consents

Notwithstanding any other provisions of these Rules, and subject to the Listing Rules, if a Participant and the Board agree in writing that some or all of the unvested Awards or vested Options granted to that Participant may be cancelled on a specified date or on the occurrence of a particular event, then the Board may cancel those Awards on the relevant date or on the occurrence of the particular event (as the case may be) for no consideration.

13. Lapse of Awards

13.1 Lapsing events

Subject to clause 17(c), unless the Board determines otherwise in its sole and absolute discretion, unvested Awards will lapse on the earlier of:

- (a) the cessation of employment, engagement or office of a Relevant Person;
- (b) the date the Board makes a determination that the Awards lapse in accordance with clause 11 applies;
- (c) the date that any applicable Vesting Conditions are not achieved by the relevant time;
- (d) the date the Board determines in its sole and absolute discretion that any applicable Vesting Conditions and/or Exercise Conditions have not been met and cannot be met prior to the Expiry Date; or
- (e) the Expiry Date.

Notwithstanding the foregoing, if the Term of an Award held by any Participant would otherwise expire during, or within 10 Business Days of the expiration of a Blackout Period applicable to such Relevant Person, then the term of such Award shall be extended to the close of business on the 10th Business Day following the expiration of the Blackout Period.

13.2 What happens on lapsing

Where a Participant's Awards have lapsed under clause 13.1, the Company will:

- (a) notify the Participant that the Awards held by them have lapsed;
- (b) arrange for the Participant or the Participant's agent or attorney to sign any transfer documents required to transfer or otherwise deal with the Awards; and
- (c) not be liable for any damages or other amounts to the Participant in respect of the Awards.

14. Listing

14.1 Awards

Unless determined otherwise by the Board in its sole and absolute discretion, Awards granted under the Plan will not be quoted on any stock exchange.

14.2 Plan Shares

If Iltani is Listed at the time of exercise of any Awards, the Company will apply for the official quotation of Plan Shares on each stock exchange on which Shares are quoted.

14.3 Condition

The Participant or former Participant must sign any restriction (escrow) agreement required by the relevant securities exchange, in respect of the Awards or any Plan Shares issued on exercise of the Awards.

15. Rights attaching to Plan Shares

15.1 Shares to rank equally

Any Plan Shares allotted and issued, or transferred, by the Company to a Participant will rank equally with all existing Shares on and from the date of issue or transfer.

15.2 Dividends

A Participant will have a vested and indefeasible entitlement to any dividends declared and distributed by the Company on the Plan Shares which, at the books closing date for determining entitlement to those dividends, are standing to the account of the Participant.

15.3 Dividend reinvestment

The Participant may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares held by the Participant and such participation must be in respect of all Plan Shares held by the Participant. Shares issued under any dividend reinvestment plan operated by the Company will be subject to the same terms and conditions as the Plan Shares held by the Participant.

15.4 Voting rights

A Participant may exercise any voting rights attaching to Plan Shares registered in the Participant's name.

16. Disposal restrictions on Plan Shares

16.1 Board determines

The Board may, in its sole and absolute discretion, determine prior to an Offer being made, whether there will be any restrictions on the Disposal of, the granting (or purporting to grant) of any Security Interest in or over, or otherwise on dealing with (or purporting to Dispose or deal with), Plan Shares held by any Participants.

16.2 No transfer

Subject to clause 16.1, Plan Shares, or any beneficial or legal interest in Plan Shares, may not be transferred, encumbered or otherwise Disposed of, or have a Security Interest granted over them (except in accordance with clause 21), by a Participant unless all restrictions on the transfer, encumbrance or Disposal of the Plan Shares have been met, the Board has waived any such restrictions, or prior consent of the Board is obtained which consent may impose such terms and conditions on such transfer, encumbrance or Disposal as the Board sees fit.

16.3 Company actions

The Company may do such things and enter into such arrangements with the Company's share registry or otherwise as it considers necessary to enforce the transfer restrictions set out in clause 16.2, including but not limited to imposing a holding lock on the Plan Shares or using an employee share trust to hold the Plan Shares during the relevant restriction period. Participants will be bound by any action by the Company under this clause 16.3.

16.4 Overriding restrictions on dealing with Plan Shares

Plan Shares must not be dealt with under this Plan if to do so would contravene Applicable Laws.

16.5 Plan Shares entitlements

For the avoidance of doubt, the imposition of a restriction on the Plan Shares held by a Participant pursuant to clause 16.1 will not affect the Participant's entitlement to receive a notice of, or to vote or attend at, a meeting of the members of the Company or Shareholders, and to receive any dividends declared by the Company during the relevant restriction period.

16.6 Company's Share Trading Policy

At all times Participants must comply with any Share Trading Policy.

17. Change of Control Event

- (a) On the occurrence of a Change of Control Event, the Board may in its sole and absolute discretion determine that:
- (1) unvested Options will vest and become exercisable in accordance with clause 17(c); and
 - (2) all or a percentage of unvested Performance Rights as determined by the Board will vest and become exercisable in accordance with clause 17(c),
- with such vesting deemed to have taken place immediately prior to the effective date of the Change of Control Event, regardless of whether or not the employment, engagement or office of the Relevant Person is terminated or ceases in connection with the Change of Control Event.
- (b) In exercising the discretion with respect to unvested Performance Rights in accordance with clause 17(a)(2), the Board may determine that vesting take place on a pro rata basis taking into consideration an assessment of the Relevant Person's current and anticipated achievement of Vesting Conditions and any other relevant criteria.
- (c) Whether or not the Board determines to accelerate the vesting of any Awards, the Company shall give written notice of any proposed Change of Control Event to each Relevant Person. Upon the giving of any such notice:
- (1) such Performance Rights as the Board has determined should vest pursuant to clause 17(a)(2) shall be automatically exercised in full upon issuing of such notice in accordance with their terms (except with respect to the original Vesting Conditions, any Exercise Conditions and the number of Performance Rights vesting and as otherwise modified in such written notice);
 - (2) all Performance Rights other than those the Board has determined should vest pursuant to clause 17(a)(2) shall lapse on the date of the relevant Change of Control Event; and

- (3) a Participant shall be entitled to exercise, at any time within the 14-day period following the giving of such notice, all or a portion of those Options granted to such Participant which are then vested and exercisable in accordance with their terms, as well as any unvested Options which shall become vested and exercisable in connection with the completion of such Change of Control Event. Unless the Board determines otherwise (in its sole and absolute discretion), upon the expiration of such 14-day period, all rights of the Participants to exercise any outstanding Options, whether vested or unvested, shall terminate and all such Options shall immediately lapse, expire and cease to have any further force or effect, subject to the completion of the relevant Change of Control Event.

18. Capital events

18.1 Variation of capital

If there are variations to the share capital of the Company including a variation or rights issue, sub-division, consolidation, reduction, return or cancellation of share capital, a demerger (in whatever form) or other distribution in specie, the Board may:

- (a) adjust the number of Options to which a Participant is entitled, and/or the Exercise Price (if any) of the Options in accordance with the Listing Rules; and
- (b) adjust the number of Performance Rights to which a Participant is entitled in accordance with the Listing Rules.

18.2 Fairness in application

In the application of this clause 18, the Board may (as far as possible) make whatever adjustments it deems necessary or desirable to ensure that the consequences of that application are fair as between the Participants and the holders of other securities in the Company, subject to the Listing Rules.

18.3 Notice of variation

As soon as reasonably practicable after making any adjustment under clause 18.1, the Board will give notice in writing of the adjustment to any Participant affected by it.

19. Buy-Back

Subject to compliance with applicable securities laws, the Company may Buy-Back Awards for an amount agreed with the Participant at any time. Each Participant will do all acts, matters and things which are necessary or desirable to give effect to any Buy-Back of their Awards or Plan Shares.

20. Rights and obligations of Participants

- (a) All Participants will be entitled to the benefit of, and will be bound by the terms and conditions of, the Rules. Each Participant will be taken to have agreed to be bound by these Rules by applying for Options in response to an Offer Document.

- (b) The Plan does not form part of any contract between any entity in the Group and any Participant and will not confer directly or indirectly on any Participant any legal or equitable rights whatsoever against any Group Company (other than rights as a Participant under the Plan against Ittani).
- (c) Nothing in these Rules:
 - (1) confers on an Eligible Employee the right to receive any Awards;
 - (2) confers on any Participant the right to continue as an employee or contractor of any entity in the Group or participate in the Plan;
 - (3) affects any rights which an entity in the Group may have to terminate the employment of any Eligible Employee or a Participant (as the case may be);
 - (4) affects the rights and obligations of any Eligible Employee or Participant under the terms of their employment, engagement or office with any entity in the Group;
 - (5) confers on an Eligible Employee or a Participant any rights to compensation or damages in consequence of the termination of their employment, engagement or office by any Group Company for any reason whatsoever including ceasing to have rights under the Plan as a result of such termination; or
 - (6) confers any responsibility or liability on any Group Company or its directors, officers, employees, representatives or agents in respect of any taxation liabilities of the Eligible Employee or Participant.

21. Loan to Exercise Options

21.1 Loan Offer

- (a) The Directors may offer a loan of money to a Participant who holds an Option for the amount of the Exercise Price, to enable the Participant to pay the Exercise Price for the Share on the exercise of the Option that has been issued pursuant to this Plan.
- (b) The offer of the loan shall be in writing and must state the terms and conditions of the loan as determined by the Directors.
- (c) The terms of the loan offer shall remain open for acceptance for 10 business days.
- (d) Upon acceptance of the offer, the Participant shall be bound by the terms of the offer and the Company will apply the amount of the loan to the Exercise Price of the Option and will allot and issue, or transfer to the Participant the number of Plan Shares for which the Participant is entitled to subscribe for or acquire through the exercise of the Option (**Loan Shares**).

21.2 Dividends

Until the Loan is repaid, the Company may apply any dividends paid in respect of the Loan Shares in satisfaction of any amounts outstanding under or in connection with the Loan.

21.3 Lien

- (a) The Company shall have a lien over the Loan Shares until all the amounts outstanding under or in connection with the Loan have been repaid.
- (b) Until the Loan is repaid, the Company may take any action available to it to prevent the transfer of the Loan Shares.

21.4 Disposal of Shares

- (a) Notwithstanding the above, a Participant may Dispose of all or part of their Loan Shares if authorised to do so by the Company or if a takeover bid is made for the Loan Shares.
- (b) If the Participant Disposes of all or part of their Loan Shares as permitted by clause 21.4 (a), the Participant must repay the Loan or that proportion of the Loan being the same proportion as the Loan Shares Disposed of to the total number of Loan Shares held by the Participant.

21.5 Repayment of Loan

- (a) A Loan shall be repayable in full on the first to occur of the following events:
 - (1) a Relevant Person ceases to be an employee of any Group Company; or
 - (2) the Participant fails to comply with a term or condition of the Loan or this Plan; or
 - (3) the Participant becomes bankrupt; or
 - (4) on the 5th anniversary of the date of the advance of the Loan; or
 - (5) the Company demands repayment of the Loan.
- (b) A Loan may also be repaid at the option of the Participant.

21.6 Default

- (a) If the Participant:
 - (1) fails to comply with a term or condition of the Loan or this Plan; or
 - (2) becomes bankrupt; or
 - (3) fails to repay any amount outstanding under or in connection with the Loan when required to do so,

the Company may purchase the Loan Shares from the Participant or direct that they be sold to a nominee of the Company at a price not less than the lesser of the purchase price of the Loan Shares paid by the Participant and the market price thereof at the date of such disposition.

- (b) The Company shall apply the proceeds from the Disposal of the Loan Shares towards satisfaction of any amounts outstanding under or in connection with the Loan.

- (c) Any remaining amount of the Loan shall be immediately due and payable by the Participant to the Company.
-

22. Contravention of Applicable Laws

- (a) These Rules, the offering and granting of any Awards or Plan Shares and the rights attaching to or interests in the Awards or Plan Shares will at all times be subject to all Applicable Laws.
 - (b) No act will be done or determination made in accordance with these Rules where to do so would be a breach of any Applicable Laws, and where any such act is done or determination made it will be considered void and to the extent possible be unwound and of no effect in respect of unexercised Awards or Plan Shares.
 - (c) Notwithstanding any of the provisions contained in this Plan or in any Offer Document, the Company's obligation to issue or procure Plan Shares upon the exercise of an Award shall be subject to the following:
 - (1) completion of such registration or other qualification of such Shares and the receipt of any approvals of governmental authority or stock exchange as the Company shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;
 - (2) the admission of such Shares to listing on any stock exchange(s) or over-the-counter market on which the Shares may then be listed or quoted; and
 - (3) the receipt from the Participant of such representations, agreements and undertakings, including as to future dealings in such Shares, as the Company or its counsel determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any applicable jurisdiction.
 - (d) In connection with clause 22(c), the Company shall, to the extent necessary, take all steps determined by the Board, in its discretion, to be reasonable to obtain such approvals, registrations and qualifications as may be necessary for the issuance or procurement of such Shares in compliance with applicable securities laws and for the listing or quotation of such Shares on any stock exchange(s) on which the Shares are then listed or quoted.
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23. ASIC relief

Notwithstanding any other provisions of the Plan, every covenant or other provisions set out in an exemption or modification granted from time to time by ASIC in respect of the Plan or which applies to the Plan pursuant to its power to exempt and modify the Corporations Act and required to be included in the Plan in order for that exemption or modification to have full effect, is deemed to be contained in the Plan. To the extent that any covenant or other provision deemed by this clause 23 to be contained in the Plan is inconsistent with any other provision in the Plan, the deemed covenant or other provision will prevail.

24. Non-exclusivity

24.1 Non-exclusivity

This Plan will not be deemed to be the exclusive method of providing incentive compensation to Eligible Employees, nor will it preclude any Group Company from authorising or approving other forms of incentive compensation for employees of any Group Company.

24.2 Relationship to other equity plans

Participation in this Plan will not affect or be affected by any participation in any other employee equity plan operated by any Group Company, except as specifically provided in the terms of that other plan.

25. Administration of the Plan

25.1 Board to administer

The Board shall administer the Plan and have the power to:

- (a) determine appropriate documentation and procedures for administration of the Plan consistent with these Rules, including approving the form and content of forms and notices to be issued under this Plan;
- (b) delegate to any one or more persons (who may include a trustee), for such period and on such conditions as it may determine, the exercise of any of its powers or discretions arising under the Plan or appoint one or more persons (who may include a trustee), to perform any of the functions provided for in, or contemplated by, these Rules; and
- (c) resolve conclusively all questions of fact, construction, interpretation or ambiguity in Awards granted under this Plan.

25.2 Board may engage specialist service providers

The Board may at any time appoint or engage specialist service providers for the operation and administration of the Plan.

25.3 Board has unfettered discretion

Except as otherwise expressly provided in these Rules, the Board has absolute and unfettered discretion to exercise or refrain from exercising any power or discretion in respect of the Plan or any Options and to act, or refrain from acting, under or in connection with the Plan or any Options or any Shares.

25.4 Board may impose conditions

The Board may impose any terms and conditions on any approval, consent, authority or determination made under these Rules.

25.5 Board's decision is final

If there is any dispute or disagreement as to the interpretation of these Rules or as to any right or discretion or the exercise of any right or discretion under or in relation to the Plan or any Option or any Share, the decision of the Board is final and binding on all persons.

25.6 Attorney

Each Participant, by accepting a grant of Awards under this Plan irrevocably appoints each of the Directors and the company secretary of Ittani as their attorney at general law and pursuant to section 5(1) of the *Powers of Attorney and Agency Act 1984* (SA) to do, to the extent not prohibited by applicable laws and the Listing Rules, all such acts, matters and things considered necessary or practicable by the Directors, including to execute transfers and other documents on their behalf, to effect compliance by that Participant with their obligations under this Plan, signing all documents and doing all acts necessary to effect a Buy-Back, and accounting for the proceeds of the sale of forfeited shares, but expressly excluding the power to exercise Awards granted to the Participant under the Plan.

26. Amendment

26.1 Amendment of Plan

- (a) Subject to clauses 26.1(b) and 26.1(c), the Listing Rules and the Constitution, the Board may at any time amend these Rules or the terms upon which any Awards have been granted under the Plan. Without limiting the scope of the foregoing, the Board may make the following amendments to the Plan without Shareholder Approval:
- (1) amendments of the type described in clause 26.1(b)(1);
 - (2) amendments of a "housekeeping" nature, which include amendments relating to the administration of the Plan or to eliminate any ambiguity or correct or supplement any provision herein which may be incorrect or incompatible with any other provision hereof;
 - (3) changing the vesting and exercise provisions of the Plan or any Award in a manner which does not entail an extension beyond the originally scheduled expiry date for any applicable Award, including to provide for accelerated vesting and early exercise of any Awards deemed necessary or advisable in the Board's discretion;
 - (4) changing the termination provisions of the Plan or any Award which, in the case of an Award, does not entail an extension beyond an Award's originally scheduled expiry date for that Award;
 - (5) changing the provisions on transferability of Awards for normal estate settlement purposes;
 - (6) changing the process by which a Participant who wishes to exercise their Award can do so, including the required form of payment for the Shares being purchased, the form of exercise notice and the place where such payments and notices must be delivered; and

- (7) adding a conditional exercise feature which would give Participants the ability to conditionally exercise in certain circumstances determined by the Board in its discretion, at any time up to a date determined by the Board in its discretion, all or a portion of those Awards granted to such Participants which are then vested and exercisable in accordance with their terms, as well as any unvested Awards which the Board has determined shall be immediately vested and exercisable in such circumstances.
- (b) No amendment to these Rules or to the terms of any Awards granted under the Plan may be made if the amendment materially reduces the rights of any Participant in respect of Awards granted to them prior to the date of the amendment, other than:
- (1) an amendment introduced primarily:
- (A) for the purposes of complying with or conforming to present or future legislation governing or regulating the Plan or like plans;
 - (B) to correct any manifest error or mistake;
 - (C) to allow the implementation of a trust arrangement in relation to the holding of Plan Shares granted under the Plan;
 - (D) for the purpose of complying with Applicable Laws; and/or
 - (E) to take into consideration possible adverse taxation implications (including, without limitation, on account of fringe benefits tax) for the Company in respect of the Plan or the Awards granted, including as a result of changes to applicable taxation legislation or the interpretation of that legislation by any taxation authority or a court of competent jurisdiction or any rulings from taxation authorities administering such legislation; or
- (2) an amendment agreed to in writing by the Participant(s).
- (c) Notwithstanding anything contained herein to the contrary, no amendment to the Plan requiring the approval of the shareholders of the Company under any applicable securities laws or requirements shall become effective until such approval is obtained. Without limitation of the foregoing, the approval of a majority of the shareholders of the Company present in person or by proxy and entitled to vote at a meeting of shareholders shall be required for the following matters, to the extent required by applicable securities laws and regulatory requirements:
- (1) any amendment to the provisions of this clause 26.1; and
 - (2) any reduction in the Exercise Price of an outstanding Option (including a cancellation and re-grant of an Option, constituting a reduction of the Exercise Price of an Option) or extension of the period during which an Option may be exercised,
- in each case, unless the change results from the application of clause 18.
- (d) Subject to the Listing Rules and, if applicable, any Shareholder Approval, the Board may determine that any amendment to these Rules or the terms of Awards granted under the Plan be given retrospective effect.

- (e) Amendment of these Rules or the terms upon which Awards are granted under the Plan by the Board will be of immediate effect unless otherwise determined by the Board.
- (f) As soon as reasonably practicable after making any amendment to these Rules or the terms of Awards granted under the Plan, the Board will give notice of the amendment to any Participant affected by the amendment. Failure by the Board to notify a Participant of any amendment will not invalidate the amendment as it applies to that Participant.

26.2 Amendment by addendum

Subject to any other provision of these Rules, the Board may from time to time amend the terms of this Plan as they will apply in particular jurisdictions or circumstances by means of an addendum to these Rules.

27. Termination or suspension

27.1 Termination or suspension

Subject to clause 27.2, the Board may at any time terminate the Plan or suspend the operation of the Plan for such period or periods as it thinks fit.

27.2 Resolution to terminate or suspend

In passing a resolution to terminate or suspend the operation of the Plan, the Board must consider and endeavour to ensure that there is fair and equitable treatment of all Participants.

28. Notices

- (a) Notices may be given by Iltani to the Participant in the manner permitted by the Corporations Act for the giving of notices to holders of Shares and the relevant provisions of the Corporations Act apply (with necessary changes) to notices given to Participants.
- (b) Service of all documents required by this Plan shall be deemed to be effected if Iltani sends the document by:
 - (1) registered post to the last address of the Participant known to Iltani; or
 - (2) email to the last email address of the Participant known to Iltani.
- (c) Notices delivered to Participants in accordance with the Constitution will be taken to be delivered in accordance with the Constitution. Notices delivered to the Company by registered post will be taken to be delivered if properly addressed and stamped, 48 hours after mailing in Australia and 7 days after mailing outside Australia. Notices delivered by email or other mode of electronic delivery will be taken to be delivered on receipt of a successful transmission notice, return receipt or such other confirmation by which the sender can reasonably verify delivery.

29. General

29.1 Costs and Expenses

The Company will pay all expenses, costs and charges in relation to the establishment, implementation and administration of the Plan, including all costs incurred in or associated with the issue or purchase of Shares (except for Taxes, which are payable by Participants, and the exercise price (if any) for Options) for the purposes of the Plan. Each Group Company will, if required by the Board, reimburse the Company for any such costs and charges to the extent that they relate to its employees or officers, or former employees or officers.

29.2 Taxes

Upon the exercise of an Award, the Participant shall make arrangements satisfactory to the Company regarding payment of any federal, state, provincial, local or other Taxes of any kind required by law to be paid in connection with the exercise of the Award. In order to satisfy the Company's obligation, if any, to remit an amount to a taxation authority on account of such Taxes in respect of the exercise, transfer or other disposition of an Award (the **Withholding Tax Amount**), the Company shall have the right, at its discretion, to:

- (a) retain and withhold amounts from any amount or amounts owing to the Participant, whether under this Plan or otherwise;
- (b) require the Participant to pay to the Company the Withholding Tax Amount as a condition of exercise of the Award by a Participant, where the payment received by the Company shall be held on behalf of the Participant, and remitted to the appropriate taxing authority by the Company on behalf of the Participant; and/or
- (c) withhold from the Shares otherwise deliverable to the Participant on exercise of the Award such number of Shares as have a market value not less than the Withholding Tax Amount and cause such withheld Shares to be sold on the Participant's behalf to fund the Withholding Tax Amount, where:
 - (1) the Company will not be responsible for obtaining any particular price for the Shares;
 - (2) the proceeds of any Shares sold shall be held by the Company on behalf of the Participant, and remitted to the appropriate taxing authority by the Company on behalf of the Participant; and
 - (3) any proceeds from such sale in excess of the Withholding Tax Amount shall be promptly paid over to the Participant.

Notwithstanding the foregoing, nothing shall preclude the Company and the Participant from agreeing to use a combination of the methods described in this clause 29.2 or some other method to fund the Withholding Tax Amount.

29.3 Data protection

By providing a written confirmation in accordance with clause 5.5, each Participant consents to the holding and processing of personal data provided by the Participant to any Group

Company for all purposes relating to the operation of the Plan. These include, but are not limited to:

- (a) administering and maintaining Participants' records;
- (b) providing information to trustees of any employee benefit trust, registrars, brokers or third party administrators of the Plan;
- (c) providing information to future purchasers of the Company or the business in which the Participant works; and
- (d) transferring information about the Participant to a country or territory outside Australia.

29.4 Error in Allocation

If any Award is provided under this Plan in error or by mistake to a person (**Mistaken Recipient**) who is not the intended recipient, the Mistaken Recipient shall have no right or interest, and shall be taken never to have had any right or interest, in that Award and any such Awards will immediately lapse.

29.5 Dispute

Any disputes or differences of any nature arising under the Plan will be referred to the Board for determination.

29.6 No fiduciary capacity

The Board may exercise any power or discretion conferred on it by these Rules in the interest or for the benefit of the Company, and in so doing the Board is not required to act in the interests of another person or as requested by another person and will not be under any fiduciary obligation to another person.

29.7 Listing Rules

While the Company remains admitted to the ASX, the provisions of the Listing Rules of the ASX will apply to the Plan, and to the extent that the Plan and the Listing Rules are inconsistent, the provisions of the Listing Rules will prevail.

29.8 Enforcement

These Rules, any determination of the Board made pursuant to the Rules, and the terms of any Awards granted under the Plan, will be deemed to form a contract between the Company and the Participant.

30. Governing Law

- (a) The Plan is governed by, and will be construed and take effect in accordance with, the laws of the State of Queensland, Australia.
- (b) Subdivision 83A-C of the *Income Tax Assessment Act 1997* (Cth) applies to the Plan (subject to the requirements of that legislation).

Schedule 1 – Offer Document

Offer Document

Iltani Resources Limited

ACN 649 345 308

Date: [Date]

To: [Name of Employee]
[Address]

Dear [xx],

The Board of Iltani has decided to issue you an invitation to apply for [##] [Options / Performance Rights] (**Awards**) under the Iltani Long Term Incentive Plan (**Offer**).

Any advice given by Iltani in relation to Awards offered under the Plan does not take into account your objectives, financial situation and needs. You should consider obtaining your own financial product advice from a person who is licensed by ASIC to give such advice.

The Awards will be granted on the terms of this Offer Document and the Rules of the Plan (**a copy of these Rules is attached**). Except where a contrary intention appears, defined terms used in this Offer Document have the meanings given to those terms in the Rules. The terms of the Awards the subject of this Offer are as follows:

- the Grant Date for the Awards will be [##];
- the Vesting Conditions for the Awards will be [##];
- the Exercise Conditions for the Awards will be [##];
- your entitlement to exercise the Awards is set out in the Rules (which include the Award terms);
- the Exercise Price for the Options will be \$[##] per Option (subject to any adjustment under the Rules);
- the Exercise Period for the Options will be [##];
- the Expiry Date for the Options will be [##]; and
- no consideration will be payable on the grant of the Option but you will be required to pay the Exercise Price if you exercise an Option. Account details for payment of that amount will be provided upon request to Iltani's company secretary.

By applying for the Awards, you agree that the Company may supply your personal information and other details concerning the grant of the Awards to you to third parties, as required by law.

If you wish to apply for the Awards, you must sign the enclosed copy of this Offer Document and return it to Iltani by:

- post to 'Company Secretary, Iltani Resources Limited, [INSERT]; or
- email to [xx].

by no later than [xx].

Risks of acquiring and holding Awards

Set out below is a list of a number of the risks involved with acquiring and holding Awards. However, it is not, and does not purport to be, a comprehensive statement of all relevant risks and is not exhaustive. You must seek your own professional advice in relation to the risks and must make your own assessment as to whether the Awards are a suitable investment having regard to your own individual investment objectives, financial circumstances and the risk factors set out below.

- **General investment risks:** the value of Awards, and the market price of the Shares issued on exercise of the Awards, may rise and fall depending on a range of factors beyond Ittani's control and which are unrelated to Ittani's financial performance. Movements in interest rates, exchange rates and share markets, together with domestic and international economic conditions, inflation rates, government taxation, royalties, legislation and other policy changes may affect the value of the Awards and the market price of the Shares issued on exercise of the Awards.
- **Taxation risk:** acquiring, holding and exercising Awards may have tax implications for you. The Australian taxation system is complex and individual investors have different circumstances. You are strongly advised to seek professional tax advice. You may have to pay income tax on the value of the Awards if you apply for, and are granted, Awards, or if you exercise the Awards.
- **Value risk:** the market price of the Shares may not at any point exceed the Exercise Price, which would mean that it would not be economically viable for you to exercise the Awards.
- **Expiry risk:** Awards granted under the Plan expire and if you do not exercise them before the Expiry Date, you will not be entitled to exercise the Awards and receive Shares.
- **Employment risk:** cessation of your employment with Ittani or an Associated Body Corporate may result in Awards granted to you lapsing or expiring before the Expiry Date.
- **Liquidity risk:** any Awards granted to you will not be able to be transferred.

Market price of Shares

On the exercise of Awards, you will be issued Shares. The market price of Shares is available on ASX's website (www.asx.com.au).

Renounce Offer in favour of another

Under the Rules of the Plan, you may renounce the Offer in favour of a person who is an immediate family member, a company whose members comprise no persons other than you or your immediate family members, or a corporate trustee of a self-managed superannuation fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth)) of which you are a director. If you wish to renounce the Offer in favour of an entity or person who meets one of those criteria, please complete the section in the enclosed Offer Document titled 'Renouncement'.

Should you have any queries, please do not hesitate to contact the Company Secretary by calling [xx] or by email to [xx].

Yours sincerely,

[Name]

[Position]

Renouncement (COMPLETE ONLY IF RENOUNCING THE OFFER IN FAVOUR OF ANOTHER)

I, _____, being a Eligible Employee under the Rules of the Plan who has received an Offer from Itani, renounce that Offer in favour of the entity or person whose details are set out in the table below.

Name & address	
ACN (if applicable)	
Name of superannuation fund (if applicable)	

I warrant to Itani that the entity or person detailed above is (TICK ONE):

- a member of my immediate family;
- a company whose members comprise no persons other than me and/or my immediate family members; or
- a corporate trustee of a self-managed superannuation fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth)) of which you are a director.

Name	
Signature	

Application

I apply for the Awards offered to me (or to the person who has renounced the Offer to me) under the Itani Long Term Incentive Plan (**Plan**) and agree that if Itani accepts my application, I will be bound by the clauses of the Plan as amended from time to time, the terms of this Offer Document (including the terms of grant of the Awards) and the constitution of Itani.

Individual		Company	
Name		Company Name	
Signature		Signature	
Date		Name & Position	
		Date	

Schedule 2 – Certificate

Certificate

Iltani Resources Limited
ACN 649 345 308

Except where a contrary intention appears, defined terms used in this certificate have the meanings given to those terms in the Rules of the Iltani Long Term Incentive Plan (the **Plan**).

This is to certify that:

- 1 [Name] of [Address] was registered as the holder of [xx] [Options / Performance Rights] granted by Iltani pursuant to the Plan.
- 2 The [Options / Performance Rights] are granted by Iltani upon and subject to the Rules of the Plan (which include these terms).
- 3 The Rules are incorporated in and form part of this Certificate.
- 7 The Grant Date is [xx].
- 8 The Vesting Conditions attaching to [an Option / a Performance Right] is [xx].
- 6 The Exercise Conditions attaching to [an Option / a Performance Right] is [xx].
- 9 The Exercise Price of an Option is [xx] (subject to any adjustment under the Rules).
- 7 The Exercise Period for the Options will be [xx];
- 8 The Participant's entitlement to exercise the [Options / Performance Rights] is set out in the Rules (which include these terms).
- 9 The Expiry Date of the [Options / Performance Rights] is [xx].
- 10 The following conditions attach to the [Options / Performance Rights]:
 - (a) [xx]; and
 - (b) [xx].
- 11 [The Participant will be required to pay the Exercise Price if they exercise an Option.]

Dated: [xx]

Executed by Iltani Resources Limited

.....
Director

.....
Director/Company Secretary

.....
Name (please print)

.....
Name (please print)

Schedule 3 – Exercise Notice

Exercise Notice

To: Iltani Resources Limited (ACN 649 345 308)

I give notice that I wish to exercise [xx] vested Options* that I hold under the Iltani Long Term Incentive Plan (**Plan**).

In connection with this exercise, I:

- (a) apply for [xx] ordinary shares in the capital of Iltani;
- (b) request registration of the shares, with my address shown on the register as the address given below;
- (c) agree to be bound by the constitution of Iltani; and
- (d) agree that the allotment of shares to me constitutes acceptance of this notice.

In accordance with the Options terms, I attach a copy of the receipt for the electronic transfer of funds in payment of the Exercise Price, as well] the Certificate(s), for the Options being exercised pursuant to this notice.

Individual		Company	
Name		Company Name	
Address		Address	
Signature		Signature	
Date		Name & Position	
		Date	

* *If a Participant does not exercise all Options held by the Participant, the Participant must exercise Options in increments of at least 1,000 or other multiple permitted by the Board.*