

Appendix A - Terms & Conditions of Performance Rights

1. The Performance Rights will be issued to Mr Trevor Lynch-Staunton are as follows:

Number of Performance Rights	Performance Condition	End Date
50,000	The achievement of the US Federal Aviation Administration (FAA) granting its authority to issue approval, for using CVM Sensor Technology for the aft pressure bulkhead.	30 June 2023

2. (Conversion upon satisfying performance condition) Performance Rights will convert, at the election of the Holder, on the basis of one Share (fully paid ordinary share) for each Performance Right as soon as the achievement of a relevant performance condition has been determined by the board of directors (excluding any Holder).
3. (No consideration payable) No consideration will be payable upon the vesting and conversion of the Performance Rights.
4. (No Voting rights) A Performance Right does not entitle a Holder to vote on any resolutions proposed at a general meeting of shareholders of the Company.
5. (No dividend rights) A Performance Right does not entitle a Holder to any dividends.
6. (Rights on winding up) A Performance Right does not entitle the Holder to participate in the surplus profits or assets of the Company upon winding up of the Company.
7. (Not transferable) A Performance Right is not transferable.
8. (Reorganisation of capital) If there is a reorganisation (including, without limitation, consolidation, sub-division, reduction or return) of the issued capital of the Company, the rights of a Holder will be varied (as appropriate) in accordance with the Listing Rules which apply to reorganisation of capital at the time of the reorganisation.
9. (Quotation of shares on conversion) An application will be made by the Company to ASX for official quotation of the Shares issued upon the conversion of each Performance Right within the time period required by the Listing Rules.
10. (No Participation in entitlements and bonus issues) A Performance Right does not entitle a Holder to participate in new issues of capital offered to holders of Shares, such as bonus issues and entitlement issues.
11. (No other rights) A Performance Right does not give a Holder any other rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
12. (Lapse if not achieved) If a performance condition of a Performance Right is not achieved by the end date of the specified period, then the Performance Right will lapse.
13. (No rights to return of capital) A Performance Right does not confer any right to a return of capital, whether in winding up, upon reduction of capital or otherwise.

Appendix A - Terms & Conditions of Performance Rights

1. The Performance Rights will be issued to Mr Richard G Poutier and Mrs Helen M Poutier Trust and are as follows:

Number of Performance Rights	Performance Condition	End Date
300,000	The supply of a total of 600 CVM sensors and related equipment sold through multiple purchase orders that will result in sales and/or licensing income to Structural Monitoring Systems Plc, with terms and conditions of contract to be consistent with the standard terms and conditions of Purchase Orders ordinarily issued by Structural Monitoring Systems Plc for the sale of CVM sensors with the financial terms (for example, the profit component) to be satisfactory to the Board of Structural Monitoring Systems Plc.	31 December 2024

2. (Conversion upon satisfying performance condition) Performance Rights will convert, at the election of the Holder, on the basis of one Share (fully paid ordinary share) for each Performance Right as soon as the achievement of a relevant performance condition has been determined by the board of directors (excluding any Holder).
3. (No consideration payable) No consideration will be payable upon the vesting and conversion of the Performance Rights.
4. (No Voting rights) A Performance Right does not entitle a Holder to vote on any resolutions proposed at a general meeting of shareholders of the Company.
5. (No dividend rights) A Performance Right does not entitle a Holder to any dividends.
6. (Rights on winding up) A Performance Right does not entitle the Holder to participate in the surplus profits or assets of the Company upon winding up of the Company.
7. (Not transferable) A Performance Right is not transferable.
8. (Reorganisation of capital) If there is a reorganisation (including, without limitation, consolidation, sub-division, reduction or return) of the issued capital of the Company, the rights of a Holder will be varied (as appropriate) in accordance with the Listing Rules which apply to reorganisation of capital at the time of the reorganisation.
9. (Quotation of shares on conversion) An application will be made by the Company to ASX for official quotation of the Shares issued upon the conversion of each Performance Right within the time period required by the Listing Rules.
10. (No Participation in entitlements and bonus issues) A Performance Right does not entitle a Holder to participate in new issues of capital offered to holders of Shares, such as bonus issues and entitlement issues.
11. (No other rights) A Performance Right does not give a Holder any other rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
12. (Lapse if not achieved) If a performance condition of a Performance Right is not achieved by the end date of the specified period, then the Performance Right will lapse.
13. (No rights to return of capital) A Performance Right does not confer any right to a return of capital, whether in winding up, upon reduction of capital or otherwise.