



11 December 2024

PERFORMANCE RIGHTS TERMS AND CONDITIONS

Perth, WA and Alexandria, VA – WhiteHawk Limited (ASX:WHK) (**WhiteHawk** or the **Company**) advises the terms and conditions of the 15,000,000 performance rights (**PRs**) issued under the Company's Performance Rights and Options Plan approved by shareholders at the WhiteHawk Annual General Meeting dated 10 May 2023.

-ENDS-

Authorised for release by Terry Roberts (Chief Executive Officer and Executive Chair).



TERMS AND CONDITIONS OF THE PERFORMANCE RIGHTS

The performance rights are issued subject to the following terms and conditions:

1. Entitlement	Each PR entitles the holder to subscribe for one Share upon exercise of the PR.
2. Plan	<p>The PRs are granted under the Company's Incentive Performance Rights and Options Plan (Plan).</p> <p>Defined terms in these terms and conditions have the same meaning as in the Plan. In the event of any inconsistency between the Plan and these terms and conditions, these terms and conditions will apply to the extent of the inconsistency.</p>
3. Consideration	Nil consideration is payable for the grant of the PR.
4. Vesting milestones	<p>The PRs will vest as follows:</p> <p>(a) Class A PRs: immediately, on the date of issuance being 2 December 2024 (the Milestone 1);</p> <p>(b) Class B PRs: 2 December 2025, subject to holder remaining an employee of the Company (the Milestone 2); and</p> <p>(c) Class C PRs: 2 December 2026, subject to holder remaining an employee of the Company (the Milestone 3).</p> <p>The Class A Milestone, Class B Milestone and Class C Milestone are each referred to as a Milestone.</p> <p>A PR will vest when a vesting notice is given to you.</p>
5. Expiry date	<p>The PRs will expire three (3) years from the date of issue (Expiry Date), being 1 December 2027.</p> <p>For the avoidance of doubt, any unexercised PRs will automatically lapse on the Expiry Date.</p>
6. Rights attaching to PRs	<p>Prior to a PRs being exercised, the holder:</p> <p>(a) does not have any interest (legal, equitable or otherwise) in any Share the subject of the Performance Right other than as expressly set out in the Plan;</p> <p>(b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company;</p> <p>(c) is not entitled to receive any dividends declared by the Company; and</p> <p>(d) is not entitled to participate in any new issue of Shares (refer to section 15).</p>
7. Restrictions on dealing with PRs	<p>The PRs cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances under the Plan (including in the case of death or total or permanent disability of the holder) with the consent of the Board in which case the PRs may be exercisable on terms determined by the Board.</p> <p>A holder must not enter into any arrangement for the purpose of hedging their economic exposure to a PR that has been granted to them.</p>
8. Cash payment on exercise	On exercise of the vested PRs you (or your Nominated Party) will be entitled to receive Shares.



9. Forfeiture conditions	<p>PRs will be forfeited in the following circumstances:</p> <ul style="list-style-type: none"> (a) in the case of unvested PRs only, where the holder ceases to be an Eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Group); (b) where a Participant acts fraudulently, dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group and the Board exercises its discretion to deem some or all of the Convertible Securities held by a Participant to have been forfeited; (c) where there is a failure to satisfy the vesting conditions in accordance with the Plan; (d) on the date the holder or their Nominated Party (if applicable) becomes insolvent; or (e) on the Expiry Date, <p>subject to the discretion of the Board.</p>
10. Cessation of employment	<p>If a holder ceases employment with the Company, the manner in which any PRs (vested or unvested) will be dealt with will depend on the circumstances of cessation:</p> <p>(a) Resignation by holder</p> <p>If within six (6) months of the conversion of the vested PRs the holder ceases to be an employee, the holder is required to repay to the Company an amount equivalent to the value of the converted PRs, determined based on the market value of the shares as at the conversion date. The unvested PRs will be forfeited in accordance with their terms.</p> <p>(b) Redundancy by the Company</p> <p>If the cessation of employment is due to redundancy or a termination initiated by the Company under similar circumstances, any vested Performance Rights must be exercised by the holder within three (3) months from the termination date. Any vested Performance Rights that remain unexercised after this period will lapse. The unvested PRs will be forfeited in accordance with their terms.</p> <p>(c) Exemptions from repayment obligation</p> <p>The repayment obligation set out in (a) does not apply if:</p> <ul style="list-style-type: none"> (i) the cessation of employment is due to redundancy, termination initiated by the Company under similar circumstances set out in (b); or (ii) a change of control event occurs, as defined in the PR terms.
11. Exercise	<p>The holder may exercise their PRs by lodging with the Company, on or prior to the Expiry Date:</p> <ul style="list-style-type: none"> (a) in whole or in part; and (b) a written notice of exercise of PRs specifying the number of PRs being exercised (Exercise Notice).



12. Timing of issue of Shares and quotation of Shares on exercise	<p>Within five business days after the issue of an Exercise Notice by the holder, the Company will:</p> <ul style="list-style-type: none"> (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled; (b) if required, issue a substitute certificate for any remaining unexercised PRs held by the holder; and (c) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the ASX Listing Rules and subject to the expiry of any restriction period that applies to the Shares under the Corporations Act or the ASX Listing Rules.
13. Restriction period and restrictions on transfer of Shares on exercise	<p>The PRs (including any Shares issued on exercise of the PRs) will not be subject to any restriction periods.</p> <p>Additionally, Shares issued on exercise of the PRs are subject to the following restrictions:</p> <ul style="list-style-type: none"> (a) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on exercise of the PRs may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Act; (b) all Shares issued on exercise of the PRs are subject to restrictions imposed by applicable law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and (c) all Shares issued on exercise of the PRs are subject to the terms of the Company's Securities Trading Policy.
14. Rights attaching to Shares on exercise	<p>All Shares issued upon exercise of the PRs will rank equally in all respects with the then Shares of the Company.</p>
15. Change of control	<p>If a Change of Control Event occurs (being an event which results in any person (either alone or together with associates) owning more than 50% of the Company's issued capital), unvested PRs will vest unless the Board determines in its discretion otherwise. The Board's discretion in determining the treatment of any unvested PRs on a Change of Control Event is limited to vesting or varying the Vesting Conditions in respect to the PRs and does not include a discretion to lapse or forfeit unvested PRs for less than fair value.</p>
16. Participation in entitlements and bonus issues	<p>Subject always to the rights under paragraphs 6 and 14, holders of PRs will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.</p>
17. Adjustment for bonus issue	<p>If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of PRs is entitled, upon exercise of the PRs, to receive an issue of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the PRs are exercised.</p>



18. Reorganisation	If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding PRs will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.
19. Buy-back	Subject to applicable law, the Company may at any time buy-back the PRs in accordance with the terms of the Plan.
20. Withholding	If the holder is liable for tax, duties or other amounts on the vesting or exercise of their PRs, and the Company is liable to make a payment to the appropriate authorities on account of that liability, unless the holder and the Company agree otherwise, the Company must issue to the holder, and arrange (as the holder's attorney) for a nominee to sell at the prevailing market price such number of Shares which would otherwise be issued and allocated to the holder so that the net proceeds of sale (after allowing for reasonable sale costs) equal the payment the Company is required to pay to the appropriate authorities. The Company is entitled to apply such net sale costs to pay the appropriate authorities, with any excess sale proceeds to be remitted to the Participant.