

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**

To Company Name/Scheme

ASSET OWL LIMITED

ACN/ARSN

122 727 342**1. Details of substantial holder (1)**

Name

IMPRINT INVESTMENTS PTY LTD

ACN/ARSN (if applicable)

604 122 849 < BROADWATER A/C >

The holder became a substantial holder on

09/03/18**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
<u>ORD</u>	<u>3,568,411</u>	<u>3,568,411</u>	<u>5.44%</u>

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
<u>Imprint Investments Pty Ltd</u>	<u>Direct Holding</u>	<u>ORD 3,568,411</u>

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
<u>Imprint Investments Pty Ltd</u>			<u>ORD 3,568,411</u>

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
<u>Imprint Investments Pty Ltd</u>	<u>09/03/18</u>		<u>*</u>	<u>ORD 3,568,411</u>

* Refer to Annexure A

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
n/a	

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
As Above	cf- Galluccio Griggs, 620 Newcastle Street, LEEDERVILLE WA 6007

Signature

print name **GIUSEPPE DIFRANCO**

capacity **DIRECTOR - INVESTMENTS PTY LTD** **IMPRINT**

sign here



date **13 / 03 / 18**

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Imprint Investments Pty Ltd <Broadwater A/C>

ACN: 604 122 849

Signed:


Giuseppe DiFranco

13 March 2018

Annexure A consists of 13 pages referred to in Form 603 signed by me and dated 13/03/2018.

Annexure A, to form 603 for AssetOwl Limited.

*Shares issued pursuant to Share Sale and Purchase Agreement (refer attached "Schedule 4") for the acquisition of AssetOwl Pty Ltd by AssetOwl Limited (formerly Regalpoint Resources Limited), upon vesting of Class A Performance Rights)

Share Sale and Purchase Agreement

AssetOwl Pty Ltd (ACN 601 135 282)
Company

and

The parties set out in Schedule 1
Vendors

and

Andrew Michael Lane
Vendors' Representative

and

Regalpoint Resources Limited (ACN 122 727 342)
Buyer

Schedule 4 – Terms and conditions of Performance Rights

1. Defined terms

In these Terms, the following words have the meaning given to them below:

Accounting Standards means:

- (a) the applicable accounting standards under the Corporations Act (if any), including International Financial Reporting Standards as applied in Australia;
- (b) to the extent not inconsistent with the accounting standards described in paragraph (a) of this definition, generally accepted accounting principles and practices in Australia consistently applied; and
- (c) to the extent not inconsistent with the accounting standards described in paragraphs (a) and (b) of this definition, the standards, requirements and practices consistently applied to the Company or AssetOwl (as the context requires) since its incorporation.

Acquisition Shares means 100% of the shares in AssetOwl.

Actual R&D Tax Rebate Receivable means the actual R&D Tax Rebate received by AssetOwl in respect of the financial year ending 30 June 2017.

ASIC means the Australian Securities & Investments Commission.

AssetOwl means AssetOwl Pty Ltd (ACN 601 135 282).

AssetOwl Purchase Agreement means the Share Sale and Purchase Agreement dated in or about September 2016 under which the Company agreed to purchase the Acquisition Shares.

ASX means ASX Limited (ACN 008 624 691), or the securities market operated by ASX Limited known as the Australian Securities Exchange, as the context requires.

ASX Listing Rules means the official listing rules of ASX.

Business Day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia.

Cash Entitlement has the meaning given to that term in paragraph 6.1(a).

Cleansing Statement means a written notice issued by the Company to ASX pursuant to section 708A(5) of the Corporations Act, meeting the requirements of section 708A(6) of the Corporations Act.

Completion Date means the date that completion of the sale and purchase of all of the Acquisition Shares under the AssetOwl Purchase Agreement.

Company means Regalpoint Resources Limited (ACN 122 727 342).

Corporations Act means the *Corporations Act 2001* (Cth).

Entitlement means the Share Entitlement or the Cash Entitlement, as the case may be.

Expert means BDO Corporate Finance.

Financial Statements means the Company's financial statements for a half financial year or a complete financial year (as applicable) prepared in accordance with the Accounting Standards and either audited or audit reviewed in accordance with the audit requirements applicable to a publicly listed company under the Corporations Act.

Holder means the person or entity to whom the Performance Right is granted.

Management Platform means the cloud-based enterprise asset visibility and change software platform owned and developed by AssetOwl at the date of these Terms, being the subject of international patent application number PCT/AU2015/050579.

Milestone means, in relation to a class of Performance Rights, the milestone specified in paragraph 6.1(a) for that class of Performance Rights.

Net Indebtedness has the meaning given to "Net Indebtedness" in the AssetOwl Purchase Agreement.

Performance Right means a Class A Performance Right, Class B Performance Right or Class C Performance Right granted under these Terms, as the context requires.

R&D Tax Rebate means a research and development tax refund from the Government of the Commonwealth of Australia.

Related Party has the meaning given to that term in section 228 of the Corporations Act.

Share means a fully paid ordinary share in the Company.

Share Entitlement has the meaning given to that term in paragraph 6.1(a).

Shareholder means a holder of a Share.

Store means a store, shop or business premises utilising one or more services provided by AssetOwl and, for a store, shop or business premises which has more than one floor or level, each floor or level of that store, shop or business premises.

Targeted R&D Tax Rebate Receivable has the meaning given to "R&D Tax Rebate Receivable" under the AssetOwl Purchase Agreement.

Terms means these terms and conditions of grant which apply to the Performance Rights.

Year 1 means the period commencing on 1 January 2017 and concluding on 31 December 2017.

Year 1 NPBT means the net profit before tax of the Company for the period of Year 1 determined by reference to the Financial Statements applicable to Year 1, excluding for the purposes of calculation, any costs incurred by the Company with respect to its proposed re-compliance with Chapters 1 and 2 of the ASX Listing Rules, and any reasonable corporate costs incurred by the Company in good faith.

Year 1 Revenue means revenue of the Company for the period of Year 1 determined by reference to the Financial Statements applicable to Year 1.

Year 1 Stores means the number of Stores as at the end of Year 1, whether or not any one or more Stores is owned by Related Parties.

Year 2 means the period commencing on 1 January 2018 and concluding on 31 December 2018.

Year 2 NPBT means the net profit before tax of the Company for the period of Year 2 determined by reference to the Financial Statements applicable to Year 2, excluding for the purposes of calculation, any costs incurred by the Company with respect to its proposed re-compliance with Chapters 1 and 2 of the ASX Listing Rules, and any reasonable corporate costs incurred by the Company in good faith.

Year 2 Revenue means revenue of the Company for the period of Year 2 determined by reference to the Financial Statements applicable to Year 2.

Year 2 Stores means the number of Stores as at the end of Year 2, whether or not any one or more Stores is owned by Related Parties.

Year 3 means the period commencing on 1 January 2019 and concluding on 31 December 2019.

Year 3 NPBT means the net profit before tax of the Company for the period of Year 3 determined by reference to the Financial Statements applicable to Year 3, excluding for the purposes of calculation, any costs incurred by the Company with respect to its proposed re-compliance with Chapters 1 and 2 of the ASX Listing Rules, and any reasonable corporate costs incurred by the Company in good faith.

Year 3 Revenue means revenue of the Company for the period of Year 3 determined by reference to the Financial Statements applicable to Year 3.

Year 3 Stores means the number of Stores as at the end of Year 3, whether or not any one or more Stores is owned by Related Parties.

2. Interpretation

- (a) In these Terms, unless the context otherwise requires:
- (i) If a word or phrase is defined, then its other grammatical forms have a corresponding meaning.
 - (ii) The singular includes the plural and vice versa.
 - (iii) A reference to a gender includes any gender.
 - (iv) A reference to a document includes a variation or replacement of that document.
 - (v) A reference to a statute includes its subordinate legislation, proclamations, ordinances and a modification, replacement or re-enactment of the same.
 - (vi) A reference to person, includes a reference to an individual, a body corporate, a trust, a partnership, a joint venture an unincorporated body or other entity, whether or not it is a separate legal entity, and the person's successors and assigns.
 - (vii) A reference to currency is to the Australian currency unless expressly stated otherwise.
 - (viii) A reference to time is to Australian Western Standard Time in Perth, Western Australia.

- (ix) A provision of these Terms must not be construed adversely to a party solely on the ground that the party was responsible for the preparation of these Terms or that provision.
 - (x) A heading in these Terms is for convenience only and does not affect interpretation.
- (b) In calculating the corporate costs for the Year 1 NPBT, Year 2 NPBT and Year 3 NPBT:
 - (i) any net costs of operating the Business which have been reallocated to corporate costs of the Company will not be excluded;
 - (ii) costs and expenditure which are incurred by a publicly listed company in the ordinary course of business but not a proprietary company will be included, such as (as applicable):
 - A. security registry costs;
 - B. ASX fees and costs;
 - C. director fees (other than to the extent that they relate to the operation of AssetOwl or the Business, or are otherwise recorded in AssetOwl's financial statements);
 - D. audit fees;
 - E. costs of communicating with shareholders; and
 - F. costs of calling and holding annual general meetings; and company secretarial costs.

3. Classes and terms of Performance Rights

The following classes of Performance Rights are granted by the Company on and subject to these Terms:

- (a) Class A Performance Rights;
- (b) Class B Performance Rights; and
- (c) Class C Performance Rights,

4. Consideration

Each Performance Right is granted in consideration of the Holder selling to the Company the Acquisition Shares held by the Holder, under the AssetOwl Purchase Agreement.

5. Vesting

- (a) Subject to paragraphs 5(b), 6.2, 6.3, 6.4 and 17, a Performance Right automatically vests in the Holder upon the Milestone for that Performance Right being achieved or otherwise satisfied, following which the Holder may elect to receive the Holder's Entitlement.
- (b) Each of the items in the Milestone for the Performance Rights is a separate and several milestone which, upon being achieved, entitles the Holder to receive the

corresponding portion of vested Performance Rights set out in the table in section 6.1(a).

6. Milestones and Entitlement

6.1 General

- (a) Subject to this paragraph 6 and any applicable requirements of the ASX Listing Rules, each Performance Right that has vested on achieving the Milestone in the table below entitles the Holder to receive either of the following, at the Company's discretion:
- (i) one Share for each vested Performance Right (**Share Entitlement**); or
 - (ii) the cash amount (**Cash Amount**) in the table below for each vested Performance Right, in lieu of issuing the Share Entitlement (**Cash Entitlement**):

Class	Milestone	Portion of Performance Rights that vest on achieving Milestone	Cash Amount (per vested Performance Right)
Class A Performance Right	The Year 1 Stores being at least 320.	33⅓%	\$0.20
	The Year 1 Revenue being at least \$3,008,000.	33⅓%	
	The Company breaking-even in relation to the Year 1 NPBT.	33⅓%	
Class B Performance Right	The Year 2 Stores being at least 1,152.	33⅓%	The higher of \$0.40 and the amount which is 10% less than the volume-weighted average price (VWAP) of Shares traded on ASX over the 14 trading days prior to the end of Year 2.
	The Year 2 Revenue being at least \$5,760,000.	33⅓%	
	The Year 2 NPBT being at least \$1,792,000.	33⅓%	
Class C Performance Right	The Year 3 Stores being at least 1,408.	33⅓%	The higher of \$0.40 and the VWAP of Shares traded on ASX over the 14 trading days prior to the end of Year 3.
	The Year 3 Revenue being at least \$10,400,000.	33⅓%	
	The Year 3 NPBT being at least \$5,696,000.	33⅓%	

- (b) The Company must notify the Holder whether the Company elects to provide the Share Entitlement or the Cash Entitlement (**Entitlement Notice**) within 10 Business Days of the later of:
 - (i) the end of each of Year 1, Year 2 and Year 3, if one or more Milestones are achieved in that relevant Year; and
 - (ii) the date by which the Company determines whether a Milestone has been achieved.
- (c) The Company's obligations to the Holder in relation to a Performance Right are discharged and satisfied in full upon issuing the Share Entitlement or paying the Cash Entitlement (as applicable) for that class of Performance Rights.
- (d) Any fractional entitlement to a Share that arises in calculating the Share Entitlement will be rounded to the nearest whole number.
- (e) If there is any bona fide dispute as to whether a Milestone for a Performance Right has been achieved and such dispute is not resolved within 10 Business Days of the dispute arising:
 - (i) the Company will, at the Company's cost, refer the dispute to the Expert for determination;
 - (ii) the Expert will act as expert and not as arbitrator; and
 - (iii) the Company and the Holder agree that the determination of the Expert is, in the absence of a manifest error, conclusive and binding on the Company and the Holder.

6.2 Adjustment to Share Entitlement for Class B Performance Rights

- (a) In the event that the VWAP of Shares traded on ASX over the 14 trading days prior to the end of Year 3, less a discount of 10%, is greater than \$0.40, the total number of Class B Performance Rights across the class that will vest will be adjusted and reduced so that the total Shares that may be issued on vesting will be equal in value to \$3,000,000 at a deemed issue price per Share equal to the Cash Amount for Class B Performance Rights.
- (b) If an adjustment occurs under paragraph 6.2(a), the Share Entitlement of each Holder will be adjusted as follows:
 - (i) the number of Class B Performance Rights which will vest in the Holder will be reduced in proportion to the adjustment under paragraph 6.2(a) such that the Holder will receive the same proportion of the total Shares that may be issued on vesting of the Class B Performance Rights as the Holder would have received prior to the adjustment;
 - (ii) any fractional entitlement to a Share that arises in calculating the adjusted Share Entitlement under paragraph 6.2(b)(i) will be rounded to the nearest whole number; and
 - (iii) the remaining unvested Class B Performance Rights held by the Holder will automatically lapse and are cancelled.

6.3 Adjustment to Share Entitlement for Class C Performance Rights

- (a) In the event that the VWAP of Shares traded on ASX over the 14 trading days prior to the end of Year 3 is greater than \$0.40, the total number of Class C Performance Rights across the class that will vest will be adjusted and reduced so that the total Shares that may be issued on vesting will be equal in value to \$3,000,000 at a deemed issue price per Share equal to the Cash Amount for Class C Performance Rights.
- (b) If an adjustment occurs under paragraph 6.3(a), the Share Entitlement of each Holder will be adjusted as follows:
 - (i) the number of Class C Performance Rights which will vest in the Holder will be reduced in proportion to the adjustment under paragraph 6.3(a) such that the Holder will receive the same proportion of the total Shares that may be issued on vesting of the Class C Performance Rights as the Holder would have received prior to the adjustment;
 - (ii) any fractional entitlement to a Share that arises in calculating the adjusted Share Entitlement under paragraph 6.3(b)(i) will be rounded to the nearest whole number; and
 - (iii) the remaining unvested Class C Performance Rights held by the Holder will automatically lapse and are cancelled.

6.4 R&D Tax Rebate and Net Indebtedness adjustment

- (a) In the event that the Actual R&D Tax Rebate Receivable is less than the Targeted R&D Tax Rebate Receivable or the actual Net Indebtedness at the Completion Date is greater than \$140,000 (each a **Shortfall**), at the Company's discretion, the total number of Performance Rights of any class (**Relevant Class**) that will vest will be adjusted and reduced by the value of the Shortfall, on the basis that each Performance Right in the Relevant Class has a deemed value for the purposes of this calculation) equal to the Cash Amount for the Relevant Class.
- (b) If an adjustment occurs under paragraph 6.4(a), the Share Entitlement of each Holder will be adjusted as follows:
 - (i) the number of Performance Rights in the Relevant Class which will vest will be reduced in proportion to the adjustment under paragraph 6.4(a) such that the Holder will receive the same proportion of Shares from the total Shares issued on vesting of the Relevant Class as the Holder would have received prior to the adjustment;
 - (ii) any fractional entitlement to a Share that arises in calculating the adjusted Share Entitlement under paragraph 6.4(i) will be rounded to the nearest whole number; and
 - (iii) the remaining unvested Performance Rights in the Relevant Class held by the Holder will automatically lapse and are cancelled.
- (c) The Company is not required to provide the Entitlement for any class of Performance Rights until the Actual R&D Tax Rebate Receivable is received and the Net Indebtedness is finally determined.

7. Expiry

Each Performance Right that has not vested will automatically expire and terminate at midnight on the last day by which the Milestone for that Performance Right must be achieved.

8. Transfer and encumbrances

- (a) A Performance Right is not transferrable.
- (b) A Holder must not grant or permit any security interest or other encumbrances over a Performance Right.

9. Quotation of Performance Rights

The Company will not apply for quotation of any class of Performance Right.

10. Quotation of Shares

If the Share Entitlement is issued for a class of Performance Rights, the Company will apply to ASX for official quotation of those Shares.

11. New issues

A Holder is not entitled to participate in any new issue to Shareholders of securities in the Company unless the Holder's Performance Rights have vested and the Share Entitlement has been issued before the record date for determining entitlements to the new issue of securities and participate as a result of holding Shares.

12. Participation in entitlements and bonus issues

A Performance Right does not entitle a Holder (in their capacity as a holder of a Performance Right) to participate in new issues of capital offered to Shareholders, such as a bonus issue or an entitlement issue.

13. Reorganisation

- (a) If there is a reorganisation (including consolidation, sub-division, reduction or return) of the share capital of the Company, then the rights of the Holder in relation to each class of Performance Rights held by the Holder will be changed to the extent necessary to comply with the ASX Listing Rules applying to a reorganisation of capital at the time of the reorganisation.
- (b) Any calculations or adjustments which are required to be made in relation to paragraph 13(a) will be made by the Company's Board of Directors and will, in the absence of manifest error, be final and conclusive and binding on the Company and the Holder.
- (c) The Company must, within a reasonable period of a reorganisation paragraph 13(a) occurring, give to the Holder notice of any change to the Cash Amount or the number of Shares which the Holder is entitled to receive under the Share Entitlement.

14. Issue of Share Entitlement

- (a) If the Company elects to provide the Share Entitlement for a class of Performance Rights, the Company must issue to the Holder the Share Entitlement for that class within 10 days after the later of:

- (i) the date that the Company determines that the Milestone has been achieved;
 - (ii) issuing the Election Notice; and
 - (iii) the date that the Cash Amount is determined.
- (b) Subject to the Company's Constitution, all Shares issued in relation to the Share Entitlement for a class of Performance Rights will rank in all respects (including rights relating to dividends) equally with the existing ordinary shares of the Company at the date of issue.

15. Secondary trading restrictions

- (a) Subject to paragraph (b), the Company must lodge with ASX a duly completed Cleansing Statement within 5 Business Days of issuing a Share Entitlement.
- (b) If the Company is unable to issue a Cleansing Statement in relation to any Shares under the Share Entitlement due to an inability to satisfy the conditions set out in section 708A(5) or (6) of the Corporations Act (including if the Shares having been suspended from trading on ASX for more than 5 trading days during the 12 months prior to an issue of the Share Entitlement):
 - (i) the Company must, as soon as reasonably practicable, lodge with ASIC a prospectus prepared in accordance with Chapter 6D of the Corporations Act offering Shares (**Cleansing Prospectus**);
 - (ii) the Company is not required to issue the Share Entitlement prior to the Cleansing Prospectus being lodged with ASIC unless the Holder elects, by notice in writing to the Company, to receive the Share Entitlement (**Issuance Election**), in which case:
 - A. the Holder undertakes not to sell or otherwise dispose of those Shares prior to lodgement of the Cleansing Prospectus with ASIC, otherwise than to a sophisticated investor or a professional investor under section 708(8), section 708(10) or section 708(11) of the Corporations Act; and
 - B. the Company is authorised to instruct its securities registry to place a holding lock on those Shares until the Cleansing Prospectus is lodged.
- (c) Unless the Holder has made an Issuance Election, the Company is not required to issue a Share Entitlement until the date that a Cleansing Prospectus is lodged with ASIC.
 - (i) As an alternative to lodging a Cleansing Prospectus, the Company may, in its discretion, apply to ASIC for relief under section 741 of the Corporations Act to permit the Company to issue a Cleansing Statement (**Relief Application**) notwithstanding that it may not satisfy the requirements set out in section 708A(5) or (6) of the Corporations Act, in which case the Holder may make an issuance election provided that:
 - A. the Holder undertakes not to sell or otherwise dispose of those Shares prior to ASIC granting the Relief Application and the Company issuing a Cleansing Statement, otherwise than to a sophisticated investor or a professional investor under section 708(8), section 708(10) or section 708(11) of the Corporations Act; and

- B. the Company is authorised to instruct its securities registry to place a holding lock on those Shares until a Cleansing Statement or Cleansing Prospectus is lodged.

16. Vesting on change of control

In the event that either:

- (a) a takeover bid under Chapter 6 of the Corporations Act is made in respect of the Company under which acceptances have been received for more than 50% of the Company's shares on issue and the bid is declared unconditional by the bidder; or
- (b) a Court grants orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies (including under Part 5.1 of the Corporations Act,

prior to the Milestones being achieved for one or more classes of Performance Rights (**Unvested Rights**), then:

- (c) subject to paragraph 16(a), all of the Unvested Rights on issue will vest Shares equal in number to 10% of the Shares on issue at the date of vesting under this paragraph 16;
- (d) the vesting will be completed on a pro rata basis for each Holder; and
- (e) if the Company has other classes of performance rights on issue (**Other Performance Rights**) with rights of vesting that are of the same or substantially similar nature to paragraph 16(c) (**Trigger Events**):
 - (i) the total number of Shares that may be issued under paragraph 16(c), when aggregated with all Shares issued on vesting of Other Performance Rights due to a Trigger Event, must not exceed 10% of the Shares on issue as at the date of vesting; and
 - (ii) the number of Shares that will be issued under paragraph 16(c) will be calculated as follows:

$$\text{Number of Shares} = (A / B) \times 100 \times C$$

where:

A = the number of Unvested Rights on issue as at the date of vesting;

B = the total number of Unvested Rights and Other Performance Rights on issue as at the date of vesting; and

C = the number representing 10% of the Shares on issue as at the date of vesting.

17. Deferral of vesting

If the vesting of any class of Performance Rights (or any part thereof) would result in any person being in contravention of section 606(1) of the Corporations Act (**Takeover Restriction**) then:

- (a) The vesting of those Performance Rights (or any part thereof) will be deferred until such later time or times that the vesting would not result in a contravention of the Takeover Restriction.
- (b) A Holder may give written notification to the Company if they consider that the vesting of those Performance Rights (or any part thereof) may result in the contravention of the Takeover Restriction, failing which the Company may assume the vesting of those Performance Rights will not result in any person being in contravention of the Takeover Restriction.
- (c) The Company may (but is not obliged to) by written notice to a Holder, request a Holder to provide the written notice referred to in paragraph 17(b) within 7 days if the Company considers that the vesting of those Performance Rights (or any part thereof) may result in a contravention of the Takeover Restriction. If the Holder does not give notification to the Company within 7 days that they consider the vesting of the Performance Rights (or part thereof) may result in the contravention of the Takeover Restriction, then the Company may assume that the vesting of the Class A Performance Rights (or part thereof) will not result in any person being in contravention of the Takeover Restriction.

18. Amendments required by ASX

These Terms may be amended as necessary by the Company's Board of Directors in order to comply with the ASX Listing Rules (if applicable), or any directions of ASX (if applicable) regarding the Terms, provided that, subject to compliance with the ASX Listing Rules, the economic and other rights of the Holder are not diminished or terminated following such amendment.

19. Governing law

These Terms and the rights and obligations of the Holder are governed by the laws of Western Australia. The Holder irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia in this respect.