

Appendix 2A

Application for quotation of +securities

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

If you are an entity incorporated outside Australia and you are seeking quotation of a new class of +securities other than CDIs, you will need to obtain and provide an International Securities Identification Number (ISIN) for that class. Further information on the requirement for the notification of an ISIN is available from the Create Online Forms page. ASX is unable to create the new ISIN for non-Australian issuers.

*Denotes minimum information required for first lodgement of this form, with exceptions provided in specific notes for certain questions. The balance of the information, where applicable, must be provided as soon as reasonably practicable by the entity.

Part 1 – Entity and announcement details

Question no	Question	Answer
1.1	*Name of entity We (the entity here named) apply for +quotation of the following +securities and agree to the matters set out in Appendix 2A of the ASX Listing Rules. ¹	Tambla Limited
1.2	*Registration type and number <i>Please supply your ABN, ARSN, ARBN, ACN or another registration type and number (if you supply another registration type, please specify both the type of registration and the registration number).</i>	79 000 648 082
1.3	*ASX issuer code	TBL
1.4	*This announcement is <i>Tick whichever is applicable.</i>	<input checked="" type="checkbox"/> A new announcement <input type="checkbox"/> An update/amendment to a previous announcement <input type="checkbox"/> A cancellation of a previous announcement
1.4a	*Reason for update <i>Mandatory only if "Update" ticked in Q1.4 above. A reason must be provided for an update.</i>	n/a
1.4b	*Date of previous announcement to this update <i>Mandatory only if "Update" ticked in Q1.4 above.</i>	n/a
1.4c	*Reason for cancellation <i>Mandatory only if "Cancellation" ticked in Q1.4 above.</i>	n/a
1.4d	*Date of previous announcement to this cancellation <i>Mandatory only if "Cancellation" ticked in Q1.4 above.</i>	n/a

¹ Appendix 2A of the Listing Rules includes a warranty that an offer of the securities for sale within 12 months after their issue will not require disclosure under section 707(3) or 1012C(6) of the Corporations Act. If the securities to be quoted have been issued by way of a pro rata offer, to give this warranty, you will generally need to have lodged a cleansing notice with ASX under section 708AA(2)(f) or 1012DAA(2)(f) of the Corporations Act within 24 hours before the securities are offered (see ASIC Regulatory Guide 189 *Disclosure relief for rights issues*). If in doubt, please consult your legal adviser.

1.5	*Date of this announcement	5 February 2020
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Part 2 – Type of issue

Question No.	Question	Answer
2.1	<p>*The +securities to be quoted are:</p> <p><i>Select whichever item is applicable.</i></p> <p><i>If you wish to apply for quotation of different types of issues of securities, please complete a separate Appendix 2A for each type of issue.</i></p>	<p><input type="checkbox"/> Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B</p> <p><input type="checkbox"/> Being issued under a +dividend or distribution plan</p> <p><input type="checkbox"/> Being issued as a result of options being exercised or other +convertible securities being converted</p> <p><input type="checkbox"/> Unquoted partly paid +securities that have been paid up and are now quoted fully paid +securities</p> <p><input type="checkbox"/> +Restricted securities where the escrow period has expired or is about to expire</p> <p><input type="checkbox"/> +Securities previously issued under an +employee incentive scheme where the restrictions on transfer have ceased or are about to cease</p> <p><input checked="" type="checkbox"/> +Securities issued under an +employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer</p> <p><input type="checkbox"/> Other</p>
2.2a.1	<p>*Date of Appendix 3B notifying the market of the proposed issue of +securities for which quotation is now being sought</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B"</i></p>	n/a
2.2a.2	<p>*Are there any further issues of +securities yet to take place to complete the transaction(s) referred to in the Appendix 3B?</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B".</i></p>	No

2.2a.2.1	<p>*Please provide details of the further issues of +securities yet to take place to complete the transaction(s) referred to in the Appendix 3B</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.2a.2 is "Yes".</i></p> <p><i>Please provide details of the proposed dates and number of securities for the further issues. This may be the case, for example, if the Appendix 3B related to an accelerated pro rata offer with an institutional component being quoted on one date and a retail component being quoted on a later date.</i></p>	n/a
2.2b.1	<p>*Date of Appendix 3A.1 lodged with ASX in relation to the underlying +dividend or distribution</p> <p><i>Answer this question if your response to Q2.1 is "Being issued under a dividend or distribution plan".</i></p>	n/a
2.2b.2	<p>*Does the +dividend or distribution plan meet the requirement of listing rule 7.2 exception 4 that it does not impose a limit on participation?</p> <p><i>Answer this question if your response to Q2.1 is "Being issued under a dividend or distribution plan".</i></p> <p><i>Note: Exception 4 only applies where security holders are able to elect to receive all of their dividend or distribution as securities. For example, Exception 4 would not apply in the following circumstances: 1) The entity has specified a dollar limit on the level of participation e.g. security holders can only participate to a maximum value of \$x in respect of their entitlement, or 2) The entity has specified a maximum number of securities that can participate in the plan e.g. security holders can only receive securities in lieu of dividend payable for x number of securities.</i></p>	n/a
2.2c.1	<p>Please state the number and type of options that were exercised or other +convertible securities that were converted (including their ASX security code)</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as a result of options being exercised or other convertible securities being converted".</i></p>	n/a
2.2c.2	<p>And the date the options were exercised or other +convertible securities were converted</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as a result of options being exercised or other convertible securities being converted".</i></p> <p><i>Note: If this occurred over a range of dates, enter the date the last of the options was exercised or convertible securities was converted.</i></p>	n/a
2.2d.1	<p>Please state the number and type of partly paid +securities (including their ASX security code) that were fully paid up</p> <p><i>Answer this question if your response to Q2.1 is "Unquoted partly paid securities that have been paid up and are now quoted fully paid securities".</i></p>	n/a

2.2d.2	<p>And the date the +securities were fully paid up</p> <p><i>Answer this question if your response to Q2.1 is "Unquoted partly paid securities that have been paid up and are now quoted fully paid securities".</i></p> <p><i>Note: If this occurred over a range of dates, enter the date the last of the securities was fully paid up.</i></p>	n/a
2.2e.1	<p>Please state the number and type of +restricted securities (including their ASX security code) where the escrow period has expired or is about to expire</p> <p><i>Answer this question if your response to Q2.1 is "Restricted securities where the escrow period has expired or is about to expire".</i></p>	n/a
2.2e.2	<p>And the date the escrow restrictions have ceased or will cease</p> <p><i>Answer this question if your response to Q2.1 is "Restricted securities where the escrow period has expired or is about to expire".</i></p> <p><i>Note: If this occurred over a range of dates, enter the date the last of the escrow restrictions has ceased or will cease.</i></p>	n/a
2.2f.1	<p>Please state the number and type of +securities (including their ASX security code) previously issued under the +employee incentive scheme where the restrictions on transfer have ceased or are about to cease</p> <p><i>Answer this question if your response to Q2.1 is "Securities previously issued under an employee incentive scheme where the restrictions on transfer have ceased or are about to cease".</i></p>	n/a
2.2f.2	<p>And the date the restrictions on transfer have ceased or will cease:</p> <p><i>Answer this question if your response to Q2.1 is "Securities previously issued under an employee incentive scheme where the restrictions on transfer have ceased or are about to cease".</i></p> <p><i>Note: If this occurred over a range of dates, enter the date the last of the restrictions on transfer has ceased or will cease.</i></p>	n/a
2.2g.1	<p>Please state the number and type of +securities (including their ASX security code) issued under an +employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer</p> <p><i>Answer this question if your response to Q2.1 is "Securities issued under an employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer".</i></p>	30,306 Ordinary Shares granted under the Company's Share Performance Rights Plan.

2.2g.2	<p>*Please attach a document or provide details of a URL link for a document lodged with ASX detailing the terms of the +employee incentive scheme or a summary of the terms.</p> <p><i>Answer this question if your response to Q2.1 is "Securities issued under an employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer".</i></p>	Refer attached Share Performance Rights Plan						
2.2g.3	<p>*Are any of these +securities being issued to +key management personnel (KMP) or an +associate</p> <p><i>Answer this question if your response to Q2.1 is "Securities issued under an employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer".</i></p>	No						
2.2g.3.a	<p>*Provide details of the recipients and the number of +securities issued to each of them.</p> <p><i>Answer this question if your response to Q2.1 is "Securities issued under an employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer" and your response to Q2.2g.3 is "Yes". Repeat the detail in the table below for each KMP involved in the issue. If the securities are being issued to the KMP, repeat the name of the KMP or insert "Same" in "Name of registered holder". If the securities are being issued to an associate of a KMP, insert the name of the associate in "Name of registered holder".</i></p> <table border="1"> <thead> <tr> <th>Name of KMP</th><th>Name of registered holder</th><th>Number of +securities</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of KMP	Name of registered holder	Number of +securities			
Name of KMP	Name of registered holder	Number of +securities						
2.2h.1	<p>*The purpose(s) for which the entity is issuing the +securities is:</p> <p><i>Answer this question if your response to Q2.1 is "Other".</i></p> <p><i>You may select one or more of the items in the list.</i></p>	<p><input type="checkbox"/> To raise additional working capital</p> <p><input type="checkbox"/> To fund the retirement of debt</p> <p><input type="checkbox"/> To pay for the acquisition of an asset [provide details below]</p> <p><input type="checkbox"/> To pay for services rendered [provide details below]</p> <p><input checked="" type="checkbox"/> Other [provide details below]</p> <p><i>Additional details:</i></p> <p>As recipient has satisfied performance conditions under the Share Performance Rights Plan.</p>						
2.2h.2	<p>*Please provide any further information needed to understand the circumstances in which you are applying to have these +securities quoted on ASX, including (if applicable) why the issue of the +securities has not been previously announced to the market in an Appendix 3B</p> <p><i>You must answer this question if your response to Q2.1 is "Other". If there is no other information to provide, please answer "Not applicable" or "N/A".</i></p>	The issue of Ordinary Shares to a non-related party employee is being made under the Share Performance Rights Plan, for which shareholder approval was obtained in May 2018.						
2.2i	<p>*Are these +securities being offered under a +disclosure document or +PDS?</p> <p><i>Answer this question if your response to Q2.1 is any option other than "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B".</i></p>	No						

2.2i.1	<p>*Date of +disclosure document or +PDS?</p> <p><i>Answer this question if your response to Q2.1 is any option other than "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.2i is "Yes".</i></p> <p><i>Under the Corporations Act, the entity must apply for quotation of the securities within 7 days of the date of the disclosure document or PDS.</i></p>	n/a
2.3	<p>*The +securities to be quoted are:</p> <p><i>Tick whichever is applicable</i></p>	<p><input checked="" type="checkbox"/> Additional +securities in a class that is already quoted on ASX ("existing class")</p> <p><input type="checkbox"/> New +securities in a class that is not yet quoted on ASX ("new class")</p>

Part 3A – number and type of +securities to be quoted (existing class or new class) where issue has previously been notified to ASX in an Appendix 3B – N/A

Answer the questions in this Part if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.3 is "existing class" or "new class".

Question No.	Question	Answer
3A.1	*ASX security code & description	
3A.2	*Number of +securities to be quoted	

Part 3B – number and type of +securities to be quoted (existing class) where issue has not previously been notified to ASX in an Appendix 3B

Answer the questions in this Part if your response to Q2.1 is anything other than "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.3 is "existing class".

Question No.	Question	Answer
3B.1	*ASX security code & description	TBL
3B.2	*Number of +securities to be quoted	30,306
3B.3a	*Will the +securities to be quoted rank equally in all respects from their issue date with the existing issued +securities in that class?	Yes
3B.3b	<p>*Is the actual date from which the +securities will rank equally (non-ranking end date) known?</p> <p><i>Answer this question if your response to Q3B.3a is "No".</i></p>	n/a
3B.3c	<p>*Provide the actual non-ranking end date</p> <p><i>Answer this question if your response to Q3B.3a is "No" and your response to Q3B.3b is "Yes".</i></p>	n/a
3B.3d	<p>*Provide the estimated non-ranking end period</p> <p><i>Answer this question if your response to Q3B.3a is "No" and your response to Q3B.3b is "No".</i></p>	n/a

3B.3e	<p>*Please state the extent to which the +securities do not rank equally:</p> <ul style="list-style-type: none"> • in relation to the next dividend, distribution or interest payment; or • for any other reason <p><i>Answer this question if your response to Q3B.3a is "No".</i></p> <p><i>For example, the securities may not rank at all, or may rank proportionately based on the percentage of the period in question they have been on issue, for the next dividend, distribution or interest payment; or they may not be entitled to participate in some other event, such as an entitlement issue.</i></p>	n/a
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**Part 3C – number and type of +securities to be quoted (new class)
where issue has not previously been notified to ASX in an
Appendix 3B – N/A**

Answer the questions in this Part if your response to Q2.1 is anything other than "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.3 is "new class".

Question No.	Question	Answer
3C.1	*Security description	
3C.2	<p>*Security type</p> <p><i>Select one item from the list that best describes the securities the subject of this form. This will determine more detailed questions to be asked about the security later in this section. Select "ordinary fully or partly paid shares/units" for stapled securities or CDIs. For interest rate securities, please select the appropriate choice from either "Convertible debt securities" or "Non-convertible debt securities". Select "Other" for performance shares/units and performance options/rights or if the selections available in the list do not appropriately describe the security being issued.</i></p>	<input type="checkbox"/> Ordinary fully or partly paid shares/units <input type="checkbox"/> Options <input type="checkbox"/> +Convertible debt securities <input type="checkbox"/> Non-convertible +debt securities <input type="checkbox"/> Redeemable preference shares/units <input type="checkbox"/> Other
3C.3	<p>ISIN code</p> <p><i>Answer this question if you are an entity incorporated outside Australia and you are seeking quotation of a new class of securities other than CDIs. See also the note at the top of this form.</i></p>	
3C.4	*Number of +securities to be quoted	
3C.5a	*Will all the +securities issued in this class rank equally in all respects from the issue date?	Yes or No
3C.5b	<p>*Is the actual date from which the +securities will rank equally (non-ranking end date) known?</p> <p><i>Answer this question if your response to Q3C.5a is "No".</i></p>	Yes or No
3C.5c	<p>*Provide the actual non-ranking end date</p> <p><i>Answer this question if your response to Q3C.5a is "No" and your response to Q3C.5b is "Yes".</i></p>	
3C.5d	<p>*Provide the estimated non-ranking end period</p> <p><i>Answer this question if your response to Q3C.5a is "No" and your response to Q3C.5b is "No".</i></p>	

3C.5e	<p>*Please state the extent to which the +securities do not rank equally:</p> <ul style="list-style-type: none"> • in relation to the next dividend, distribution or interest payment; or • for any other reason <p><i>Answer this question if your response to Q3C.5a is "No".</i></p> <p><i>For example, the securities may not rank at all, or may rank proportionately based on the percentage of the period in question they have been on issue, for the next dividend, distribution or interest payment; or they may not be entitled to participate in some other event, such as an entitlement issue.</i></p>																			
3C.6	<p>Please attach a document or provide a URL link for a document lodged with ASX setting out the material terms of the +securities to be quoted</p> <p><i>You may cross-reference a disclosure document, PDS, information memorandum, investor presentation or other announcement with this information provided it has been released to the ASX Market Announcements Platform.</i></p>																			
3C.7	<p>*Have you received confirmation from ASX that the terms of the +securities are appropriate and equitable under listing rule 6.1?</p> <p><i>Answer this question only if you are an ASX Listing. (ASX Foreign Exempt Listings and ASX Debt Listings do not have to answer this question).</i></p> <p><i>If your response is "No" and the securities have any unusual terms, you should approach ASX as soon as possible for confirmation under listing rule 6.1 that the terms are appropriate and equitable.</i></p>	Yes or No																		
3C.8	<p>*Provide a distribution schedule for the new +securities according to the categories set out in the left hand column – including the number of recipients and the total percentage of the new +securities held by the recipients in each category.</p> <table border="1" data-bbox="339 1294 1410 1619"> <thead> <tr> <th>Number of +securities held</th><th>Number of holders</th><th>Total percentage of +securities held</th></tr> </thead> <tbody> <tr> <td>1 – 1,000</td><td></td><td></td></tr> <tr> <td>1,001 – 5,000</td><td></td><td></td></tr> <tr> <td>5,001 – 10,000</td><td></td><td></td></tr> <tr> <td>10,001 – 100,000</td><td></td><td></td></tr> <tr> <td>100,001 and over</td><td></td><td></td></tr> </tbody> </table> <p><i>Answer this question only if you are an ASX Listing (ASX Foreign Exempt Listings and ASX Debt Listings do not have to answer this question) and the securities to be quoted have already been issued.</i></p> <p><i>Note: if the securities to be quoted have not yet been issued, under listing rule 3.10.5, you will need to provide to ASX a list of the 20 largest recipients of the new +securities, and the number and percentage of the new +securities received by each of those recipients, and a distribution schedule for the securities when they are issued.</i></p>		Number of +securities held	Number of holders	Total percentage of +securities held	1 – 1,000			1,001 – 5,000			5,001 – 10,000			10,001 – 100,000			100,001 and over		
Number of +securities held	Number of holders	Total percentage of +securities held																		
1 – 1,000																				
1,001 – 5,000																				
5,001 – 10,000																				
10,001 – 100,000																				
100,001 and over																				
3C.9a	<p>Ordinary fully or partly paid shares/units details</p> <p><i>Answer the questions in this section if you selected this security type in your response to Question 3C.2.</i></p>																			
	<p>*+Security currency</p> <p><i>This is the currency in which the face amount of an issue is denominated. It will also typically be the currency in which distributions are declared.</i></p>																			
	<p>*Will there be CDIs issued over the +securities?</p>	Yes or No																		

	<p>*CDI ratio</p> <p><i>Answer this question if you answered "Yes" to the previous question. This is the ratio at which CDIs can be transmuted into the underlying security (e.g. 4:1 means 4 CDIs represent 1 underlying security whereas 1:4 means 1 CDI represents 4 underlying securities).</i></p>	X:Y
	<p>*Is it a partly paid class of +security?</p>	Yes or No
	<p>*Paid up amount: unpaid amount</p> <p><i>Answer this question if answered "Yes" to the previous question.</i></p> <p><i>The paid up amount represents the amount of application money and/or calls which have been paid on any security considered 'partly paid'</i></p> <p><i>The unpaid amount represents the unpaid or yet to be called amount on any security considered 'partly paid'.</i></p> <p><i>The amounts should be provided per the security currency (e.g. if the security currency is AUD, then the paid up and unpaid amount per security in AUD).</i></p>	X:Y
	<p>*Is it a stapled +security?</p> <p><i>This is a security class that comprises a number of ordinary shares and/or ordinary units issued by separate entities that are stapled together for the purposes of trading.</i></p>	Yes or No
3C.9b	<p>Option details</p> <p><i>Answer the questions in this section if you selected this security type in your response to Question 3C.2.</i></p>	
	<p>*+Security currency</p> <p><i>This is the currency in which the exercise price is payable.</i></p>	
	<p>*Exercise price</p> <p><i>The price at which each option can be exercised and convert into the underlying security.</i></p> <p><i>The exercise price should be provided per the security currency (i.e. if the security currency is AUD, the exercise price should be expressed in AUD).</i></p>	
	<p>*Expiry date</p> <p><i>The date on which the options expire or terminate.</i></p>	
	<p>*Details of the number and type of +security (including its ASX security code if the +security is quoted on ASX) that will be issued if an option is exercised</p> <p><i>For example, if the option can be exercised to receive one fully paid ordinary share with ASX security code ABC, please insert "One fully paid ordinary share (ASX:ABC)".</i></p>	

3C.9c	Details of non-convertible +debt securities, +convertible debt securities, or redeemable preference shares/units <i>Answer the questions in this section if you selected one of these security types in your response to Question 3C.2.</i> <i>Refer to Guidance Note 34 and the “Guide to the Naming Conventions and Security Descriptions for ASX Quoted Debt and Hybrid Securities” for further information on certain terms used in this section</i>	
	*Type of +security <i>Select one item from the list</i>	<input type="checkbox"/> Simple corporate bond <input type="checkbox"/> Non-convertible note or bond <input type="checkbox"/> Convertible note or bond <input type="checkbox"/> Preference share/unit <input type="checkbox"/> Capital note <input type="checkbox"/> Hybrid security <input type="checkbox"/> Other
	*+Security currency <i>This is the currency in which the face value of the security is denominated. It will also typically be the currency in which interest or distributions are paid.</i>	
	Face value <i>This is the principal amount of each security.</i> <i>The face value should be provided per the security currency (i.e. if security currency is AUD, then the face value per security in AUD).</i>	
	*Interest rate type <i>Select one item from the list</i> <i>Select the appropriate interest rate type per the terms of the security. Definitions for each type are provided in the Guide to the Naming Conventions and Security Descriptions for ASX Quoted Debt and Hybrid Securities</i>	<input type="checkbox"/> Fixed rate <input type="checkbox"/> Floating rate <input type="checkbox"/> Indexed rate <input type="checkbox"/> Variable rate <input type="checkbox"/> Zero coupon/no interest <input type="checkbox"/> Other
	Frequency of coupon/interest payments per year <i>Select one item from the list.</i>	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annual <input type="checkbox"/> Annual <input type="checkbox"/> No coupon/interest payments <input type="checkbox"/> Other
	First interest payment date <i>A response is not required if you have selected “No coupon/interest payments” in response to the question above on the frequency of coupon/interest payments</i>	
	Interest rate per annum <i>Answer this question if the interest rate type is fixed.</i>	% p.a.
	*Is the interest rate per annum estimated at this time? <i>Answer this question if the interest rate type is fixed.</i>	Yes or No
	If the interest rate per annum is estimated, then what is the date for this information to be announced to the market (if known) <i>Answer this question if the interest rate type is fixed and your response to the previous question is “Yes”.</i> <i>Answer “Unknown” if the date is not known at this time.</i>	

	<p>*Does the interest rate include a reference rate, base rate or market rate (e.g. BBSW or CPI)?</p> <p><i>Answer this question if the interest rate type is floating or indexed.</i></p>	Yes or No
	<p>*What is the reference rate, base rate or market rate?</p> <p><i>Answer this question if the interest rate type is floating or indexed and your response to the previous question is "Yes".</i></p>	
	<p>*Does the interest rate include a margin above the reference rate, base rate or market rate?</p> <p><i>Answer this question if the interest rate type is floating or indexed.</i></p>	Yes or No
	<p>*What is the margin above the reference rate, base rate or market rate (expressed as a percent per annum)</p> <p><i>Answer this question if the interest rate type is floating or indexed and your response to the previous question is "Yes".</i></p>	% p.a.
	<p>*S128F of the Income Tax Assessment Act status applicable to the +security</p> <p><i>Select one item from the list</i></p> <p><i>For financial products which are likely to give rise to a payment to which s128F of the Income Tax Assessment Act applies, ASX requests issuers to confirm the s128F status of the security:</i></p> <ul style="list-style-type: none"> • "s128F exempt" means interest payments are not taxable to non-residents; • "Not s128F exempt" means interest payments are taxable to non-residents; • "s128F exemption status unknown" means the issuer is unable to advise the status; • "Not applicable" means s128F is not applicable to this security 	<input type="checkbox"/> s128F exempt <input type="checkbox"/> Not s128F exempt <input type="checkbox"/> s128F exemption status unknown <input type="checkbox"/> Not applicable
	<p>*Is the +security perpetual (i.e. no maturity date)?</p>	Yes or No
	<p>*Maturity date</p> <p><i>Answer this question if the security is not perpetual</i></p>	

	<p>*Select other features applicable to the +security</p> <p><i>Up to 4 features can be selected. Further information is available in the Guide to the Naming Conventions and Security Descriptions for ASX Quoted Debt and Hybrid Securities.</i></p>	<input type="checkbox"/> Simple <input type="checkbox"/> Subordinated <input type="checkbox"/> Secured <input type="checkbox"/> Converting <input type="checkbox"/> Convertible <input type="checkbox"/> Transformable <input type="checkbox"/> Exchangeable <input type="checkbox"/> Cumulative <input type="checkbox"/> Non-Cumulative <input type="checkbox"/> Redeemable <input type="checkbox"/> Extendable <input type="checkbox"/> Reset <input type="checkbox"/> Step-Down <input type="checkbox"/> Step-Up <input type="checkbox"/> Stapled <input type="checkbox"/> None of the above
	<p>*Is there a first trigger date on which a right of conversion, redemption, call or put can be exercised (whichever is first)?</p>	Yes or No
	<p>*If yes, what is the first trigger date</p> <p><i>Answer this question if your response to the previous question is "Yes".</i></p>	
	<p>Details of the number and type of +security (including its ASX security code if the +security is quoted on ASX) that will be issued if the +securities to be quoted are converted, transformed or exchanged</p> <p><i>Answer this question if the security features include "converting", "convertible", "transformable" or "exchangeable".</i></p> <p><i>For example, if the security can be converted into 1,000 fully paid ordinary shares with ASX security code ABC, please insert "1,000 fully paid ordinary shares (ASX:ABC)".</i></p>	

Part 4 – Issue details

Question No.	Question	Answer
4.1	*Have the +securities to be quoted been issued yet?	Yes
4.1a	*What was their date of issue? <i>Answer this question if your response to Q4.1 is "Yes".</i>	5 February 2020
4.1b	*What is their proposed date of issue? <i>Answer this question if your response to Q4.1 is "No".</i>	n/a
4.2	*Are the +securities to be quoted being issued for a cash consideration? <i>If the securities are being issued for nil cash consideration, answer this question "No".</i>	No

4.2a	<p>*In what currency is the cash consideration being paid</p> <p><i>For example, if the consideration is being paid in Australian Dollars, state AUD.</i></p> <p><i>Answer this question if your response to Q4.2 is "Yes".</i></p>	n/a
4.2b	<p>*What is the issue price per +security</p> <p><i>Answer this question if your response to Q4.2 is "Yes" and by reference to the issue currency provided in your response to Q4.2a.</i></p> <p><i>Note: you cannot enter a nil amount here. If the securities are being issued for nil cash consideration, answer Q4.2 as "No" and complete Q4.2c and Q4.2d.</i></p>	n/a
4.2c	<p>Please describe the consideration being provided for the +securities to be quoted</p> <p><i>Answer this question if your response to Q4.2 is "No".</i></p>	Consideration for shares based on value of share price as at 1 January 2020.
4.2d	<p>Please provide an estimate (in AUD) of the value of the consideration being provided per +security for the +securities to be quoted</p> <p><i>Answer this question if your response to Q4.2 is "No".</i></p>	\$11,668
4.3	Any other information the entity wishes to provide about the issue	n/a

Part 5 – Issued capital following quotation

<p>Following the quotation of the +securities the subject of this application, the issued capital of the entity will comprise:</p> <p><i>Note: the figures provided in the tables in sections 5.1 and 5.2 below are used to calculate the total market capitalisation of the entity published by ASX from time to time. Please make sure you include in the relevant table each class of securities issued by the entity.</i></p> <p><i>If you have quoted CHESS Depository Interests (CDIs) issued over your securities, include them in the table in section 5.1 and include in the table in section 5.2 any securities that do not have CDIs issued over them (and therefore are not quoted on ASX).</i></p> <p><i>Restricted securities should only be included in the table in section 5.1 if you are applying to have them quoted because the escrow period for the securities has expired or is about to expire. Otherwise include them in the table in section 5.2.</i></p>		
5.1	*Quoted +securities (total number of each +class of +securities quoted on ASX following the +quotation of the +securities the subject of this application)	
	ASX security code and description	Total number of +securities on issue
	Ordinary Shares	19,796,312

5.2	*Unquoted +securities (total number of each +class of +securities issued but not quoted on ASX):	
	ASX security code and description	Total number of +securities on issue
	TBLOP8 – Options exercisable at \$1.50 on or before 30 June 2022	100,000
	TBLPR4 – Performance rights vesting on 1 January 2018 and expire various dates	240,000
	TBLPR5 – Performance rights vesting on 1 January 2019 and expire various dates	220,000
	TBLPR6 – Performance rights vesting on 1 January 2020 and expire various dates	220,000
	Convertible Note Securities with a face value of \$1.00, convertible into shares a price of \$1.00 per fully paid Ordinary Share.	1,250,000

Part 6 – Other Listing Rule requirements – N/A

The questions in this Part should only be answered if you are an ASX Listing (ASX Foreign Exempt Listings and ASX Debt Listings do not need to complete this Part) and:

- your response to Q2.1 is "Being issued under a dividend/distribution plan" and the response to Q2.2b.2 is "No"; or
- your response to Q2.1 is "Other".

Note that if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B", it is assumed that you will have provided the information referred to in this Part in the Appendix 3B.

Question No.	Question	Answer
6.1	*Has the entity obtained, or is it obtaining, +security holder approval for the issue under listing rule 7.1?	Yes or No
6.1a	*Date of meeting or proposed meeting to approve the issue under listing rule 7.1 <i>Answer this question if the response to Q6.1 is "Yes".</i>	
6.1b	*Are any of the +securities being issued without +security holder approval using the entity's 15% placement capacity under listing rule 7.1? <i>Answer this question if the response to Q6.1 is "No".</i>	Yes or No
6.1b.1	*How many +securities are being issued without +security holder approval using the entity's 15% placement capacity under listing rule 7.1? <i>Answer this question if the response to Q6.1 is "No" and the response to Q6.1b is "Yes".</i> <i>Please complete and separately send by email to your ASX listings adviser a work sheet in the form of Annexure B to Guidance Note 21 confirming the entity has the available capacity under listing rule 7.1 to issue that number of securities.</i>	

6.1c	<p>*Are any of the +securities being issued without +security holder approval using the entity's additional 10% placement capacity under listing rule 7.1A (if applicable)?</p> <p><i>Answer this question if the response to Q6.1 is "No".</i></p>	Yes, No or n/a
6.1c.1	<p>*How many +securities are being issued without +security holder approval using the entity's additional 10% placement capacity under listing rule 7.1A?</p> <p><i>Answer this question if the response to Q6.1 is "No" and the response to Q6.1c is "Yes".</i></p> <p><i>Please complete and separately send by email to your ASX listings adviser a work sheet in the form of Annexure C to Guidance Note 21 confirming the entity has the available capacity under listing rule 7.1A to issue that number of securities.</i></p>	

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

PERFORMANCE RIGHTS PLAN RULES

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Rules, unless the contrary intention appears:

Associated Body Corporate means a:

- (a) related body corporate of the Company under section 50 of the Corporations Act;
- (b) body corporate that has voting power in the Company of not less than 20%; or
- (c) body corporate in which the Company has voting power of not less than 20%.

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

Board means all or some of the directors of the Company acting as a board.

Business Day means any day that is not Saturday, Sunday or a public holiday in New South Wales.

Change of Control means:

- (a) in the case of a Takeover Bid, an offeror who previously had voting power of less than 50% in the Company obtains voting power of more than 50%;
- (b) a Court approves under Section 411(4)(b) of the Corporations Act, a proposed compromise or arrangement 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;
- (c) any person becomes bound or entitled to acquire shares in the Company under:
 - (i) section 414 of the Corporations Act (compulsory acquisition following a scheme or contract); or
 - (ii) Chapter 6A of the Corporations Act (compulsory acquisition of securities);
- (d) a selective capital reduction is approved by shareholders of the Company pursuant to section 256C(2) of the Corporations Act which results in a person who previously had voting power of less than 50% in the Company obtaining voting power of more than 50%; or
- (e) in any other case, a person obtains voting power in the Company which the Board (which for the avoidance of doubt will comprise those directors holding office immediately prior to the person acquiring that voting power) determines, acting in good faith and in accordance with their fiduciary duties, is sufficient to control the composition of the Board.

Class Order means a class order published by the Australian Securities and Investments Commission.

Company means ComOps Limited (ACN 000 648 082).

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

Eligible Employee means a director, senior executive or employee of the Company or an Associated Body Corporate, who is invited by the Board to participate in the Plan and is granted Performance Rights under the Plan.

Essential Terms means the terms of grant of Performance Rights set out in Schedule 1.

Exercise Period means in relation to a Performance Right which has vested the period during which it must be exercised, after which it will lapse.

Expiry Date means in relation to a Performance Right the date determined and advised by the Board in an Offer.

Grant Date means the date determined by the Board as the date on which a Performance Right is granted.

Holding Lock has the meaning given to that term in the Listing Rules.

Listing Rules means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any waiver by ASX.

Nominated Party means, in respect of an Eligible Employee:

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

Offer means an invitation made under Rule 2 to an Eligible Employee by the Board to participate in the Plan and either in the form set out in Schedule 2 or under any offer document required by any applicable Corporations Act, Listing Rule or Class Order requirements.

Official List means the official list of entities that ASX has admitted and not removed.

Participant means an Eligible Employee to whom a Performance Right has been granted or, following the death or bankruptcy of the Eligible Employee, his or her personal representative or trustee in bankruptcy.

Performance Condition means one or more conditions which must be satisfied or circumstances which must exist before a Performance Right vests, as determined by the Board.

Performance Period means the period in respect of which a Performance Condition is to be satisfied.

Performance Right means an entitlement to a Share subject to satisfaction of Performance Conditions and the corresponding obligation of the Company to provide the Share, pursuant to a binding contract made by the Company and an Eligible Employee in the manner set out in these Rules.

Plan means this Employee Performance Rights Plan as in force and amended from time to time.

Relevant Interest has the meaning set out in sections 608 and 609 of the Corporations Act.

Rules means these rules as altered or added to from time to time and a reference to a provision of these rules is a reference to that provision as altered or added to from time to time, and for the avoidance of doubt, includes the Essential Terms.

Schedule means a schedule to, and forming part of, these Rules.

Share means a fully paid ordinary share in the capital of the Company.

Takeover Bid has the meaning given to that term in section 9 of the Corporations Act.

1.2 Interpretation

For the purposes of these Rules, unless the contrary intention appears:

- (a) the singular includes the plural and vice-versa;
- (b) words denoting a gender include all genders;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (d) a reference to a related body corporate of the Company is a reference to a body corporate which is so related within the meaning of the Corporations Act;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements or any of them; and
- (f) any power, authority or discretion vested in the Company or the Board may be exercised at any time and from time to time and unless expressed otherwise, in their absolute discretion.

2. GRANT OF PERFORMANCE RIGHTS

2.1 General Eligibility

At any time and from time to time, the Board may in its absolute discretion invite an Eligible Employee to participate in the Plan, by making an Offer having regard, in each case, to:

- (a) the contribution to the Company which has been made by the Eligible Employee;
- (b) the period of employment or engagement of the Eligible Employee with the Company, including (but not limited to) the years of service by that Eligible Employee;
- (c) the potential contribution of the Eligible Employee to the Company; and
- (d) any other matters which the Board considers in its absolute discretion to be relevant.

2.2 No Payment

Unless the Board determines otherwise, no payment is required for the grant of a Performance Right.

2.3 Grant of Performance Rights

Each Performance Right must be granted on the terms of these Rules, including the Schedules, and each Eligible Employee will be taken to have agreed to be bound by these Rules on acceptance by that Eligible Employee of an Offer.

2.4 Information to be provided at time of Offer

The Board must determine and advise each Eligible Employee at the time an Offer is made of the following:

- (a) the number of Performance Rights the subject of the Offer (each entitling its holder to be issued one Share upon vesting and exercise of that Performance Right);
- (b) the Grant Date as determined by the Company, following receipt of the signed and completed Offer from you by the Company;
- (c) whether the Performance Rights will be subject to any Performance Conditions, and if so, details of the Performance Condition and its Performance Period;
- (d) any amount that will be payable upon exercise of a Performance Right;
- (e) the Expiry Date; and
- (f) any other relevant conditions to be attached to the Performance Rights or the Shares (including any Exercise Period and any period after the issue of a Share that it may not be transferred without the consent of the Company) or is otherwise required to be included in the Offer by the Corporations Act, the Listing Rules or any Class Order.

2.5 Performance Conditions

When granting a Performance Right the Board may make its vesting conditional on the satisfaction of a Performance Condition or Performance Conditions within a Performance Period. The Board may at any time waive Performance Conditions in accordance with Rule 10.1 or, subject to Rule 6, change Performance Condition(s) or a Performance Period if anything happens which causes the Board (acting reasonably) to consider it appropriate to do so.

2.6 Overriding Restrictions on Grant and Exercise

Notwithstanding anything else in these Rules or in the terms of any Performance Right, a Performance Right may not be offered, granted or exercised if to do so:

- (a) would contravene the Corporations Act or the Listing Rules; or
- (b) would contravene the local laws of, or the rules or requirements of any regulatory or statutory body in, a Participant's country of residence or in the opinion of the Board compliance with those local laws, rules or requirements would be impractical or result in any unnecessary or unreasonable expense in the circumstances.

2.7 Inconsistency

If the Board grants a Performance Right which is inconsistent with these Rules, the Company's constitution, the Listing Rules or any law of a jurisdiction in which a Participant resides, the Performance Right will lapse immediately to the extent of the inconsistency.

3. ACCEPTANCE

3.1 Acceptance

- (a) Subject to Rule 3.2, an Offer may only be accepted by an Eligible Employee completing, signing and returning the Offer, by no later than the date specified in the Offer.
- (b) An Offer lapses if it is not accepted by the Eligible Employee to whom the Offer is made as required under Rule 3.1.
- (c) By accepting an Offer, the Eligible Employee agrees to become a Participant under the Plan and to be bound by these Rules, the Constitution and the terms of the Offer.

3.2 Renunciation to Nominated Party

Upon receipt of an Offer, an Eligible Employee may, by notice in writing to the Board, nominate a Nominated Party of that Eligible Employee in whose favour the Eligible Employee wishes to renounce the Offer. The Board may, in its discretion, resolved not to allow a renunciation of an Offer in favour of a Nominated Party without giving any reason for that decision. If the Board resolves to allow a renunciation of an Offer in favour of a Nominated Party, the Eligible Employee will procure that the permitted Nominated Party accepts the Offer made to that Eligible Employee and that both the Eligible Employee and the Nominated Party agree to be bound by the Rules.

4. MAXIMUM NUMBER OF PERFORMANCE RIGHTS

4.1 5% Limit

Subject to Rule 4.2, a Performance Right may not be granted if, immediately following its grant, the Shares to be received on exercise of the Performance Right when aggregated with:

- (a) the number of shares in the same share class which would be issued if each unvested Performance Right granted under the Plan (provided that such Performance Right has not lapsed) or any other employee incentive scheme of the Company were to vest and be exercised; and
- (b) the number of shares in the same class issued during the previous 3 year period under the Plan or any other employee incentive scheme of the Company,

exceeds 5% of the total number of issued shares in that share class of the Company at the time the Performance Right is granted, provided that the Board may, in its absolute discretion, increase this percentage, subject to any applicable Corporations Act, Listing Rule (including the conditions and restrictions on issuing securities in Listing Rule 7.1) or Class Order requirements.

4.2 Exceptions

When aggregating the number of shares for the purposes of Rule 4.1, the Company may disregard any offer made, option acquired or share issued by way of or as a result of:

- (a) an offer to a person situated at the time of receipt of the offer outside of Australia;
- (b) an offer that did not need disclosure to investors because of section 708 of the Corporations Act; or
- (c) an offer made under a disclosure document in accordance with Chapter 6D of the Corporations Act.

5. TERMS OF PERFORMANCE RIGHTS

5.1 Essential Terms

A Performance Right must be granted on the Essential Terms and may be granted on such other additional terms, conditions or restrictions, not being inconsistent with these Rules or the Essential Terms, as the Board determines either generally or in relation to particular Performance Rights.

5.2 Variation of Terms

Despite anything to the contrary in these Rules, to the full extent permissible by the Listing Rules and the law, the Board may from time to time vary the terms and conditions to which a Performance Right is subject to or any of them.

6. AMENDMENT OF RULES

6.1 Board's Powers

Subject to this Rule 6, the Listing Rules and the law, the Board may at any time by resolution amend or add to all or any of the provisions of the Plan (including this Rule 6.1).

6.2 Restrictions on Amendments

- (a) Participant consent is required for any change to the Rules or terms of any Performance Rights which prejudicially affects the rights of the Participant in relation to the Performance Rights.
- (b) Notwithstanding Rule 6.2(a), the Board may change the Rules and/or the terms of any Performance Rights granted and need not obtain Participant consent for any changes:
 - (i) to benefit the administration of the Plan;
 - (ii) to comply with or take account of the provisions of any proposed or existing legislation, Listing Rules, or regulatory practice;
 - (iii) to take account of any changes to legislation or the Listing Rules; or
 - (iv) to obtain or maintain favourable tax, exchange control or regulatory treatment of the Company, any Associated Body Corporate or any present or future Participant.

6.3 Notice

The Board is not required to give written notice of any changes made to any Participant affected.

7. COMPANY'S RIGHTS NOT WAIVED

The Company's right to terminate or vary the terms of employment or engagement of any Participant will not be prejudiced in any way by the Company or any Participant participating in the Plan or anything contained in these Rules or both. Further, participation in the Plan and the rights or benefits of a Participant under these Rules will not be used as grounds for granting or increasing damages in any action brought by any Participant against the Company whether in respect of any alleged wrongful dismissal or otherwise.

8. SUSPENSION OR TERMINATION OF THE PLAN

The Board may suspend or terminate the Plan at any time, in which case the Company will not make any further grants of Performance Rights under the Plan during the suspended period or following termination. However, during the suspended period or following termination the Board will otherwise continue to administer the Plan in accordance with these Rules until all Performance Rights have vested or lapsed.

9. ADMINISTRATION OF THE PLAN

9.1 Delegation

The Plan will be in all respects administered under the directions of the Board or a committee of the Board. The Board or committee may appoint, for the proper administration and management of the Plan, such secretarial or executives or staff or other persons as it considers desirable and may delegate to those persons such powers and authorities (other than this power of delegation) as may be necessary or desirable for the administration and management of the Plan.

9.2 Procedures

Subject to these Rules, the Board may make such regulations and establish such procedures for the administration and management of the Plan as it considers appropriate. If any disagreement or dispute with respect to the interpretation of these Rules or the terms of grant of any Performance Right arises, such disagreement or dispute will be referred to the Board and the decision of the Board will, in the absence of manifest error, be final and binding upon all parties.

9.3 Covenant or exercise of discretion

The Company or an Associated Body Corporate or the Board may, subject to any express provision in these Rules, the Listing Rules or the law to the contrary:

- (a) do any act, matter or thing or make any decision, determination or resolution; or
- (b) conditionally or unconditionally give or withhold any consent or approval,

as contemplated by these Rules in its absolute uncontrolled and unexaminable discretion and is not obliged to give reasons for so doing.

10. GENERAL

10.1 Waiver of terms and conditions

Notwithstanding any other provisions of the Plan, the Board may at any time waive in whole or in part any terms or conditions (including any Performance Condition) in relation to any Performance Rights granted to any Participant. The Company will notify the Participant in writing as soon as practicable of any such waiver.

10.2 Non-Australian residents

When a Performance Right is granted under the Plan to a person who is not a resident of Australia, the provisions of the Plan apply subject to such alterations or additions as the Board determines having regard to any applicable or relevant laws, matters of convenience and desirability and similar factors which may have application to the Participant or to any Associated Body Corporate in relation to the Performance Right.

10.3 Governing Law

This Plan and these Rules shall in all respects be governed by and shall be construed in accordance with the laws of New South Wales.

10.4 Severance

If any provision in these Rules is void, voidable by any party or illegal, it shall be read down so as to be valid and enforceable or, if it cannot be so read down, the provision (or where possible, the offending words) will be severed from these Rules without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of these Rules, which will continue in full force and effect.

10.5 Notices

Notices must be given by the Company to the Participant in the manner prescribed by the Constitution for the giving of notices to members of the Company and the relevant provisions of the Constitution apply with all necessary modification to notices to Participants.

10.6 Right to Accounts

The Company is not obliged to give a Participant a copy of any notices, circulars and other documents sent by the Company to its shareholders until that Participant becomes a shareholder by the exercise of any vested Performance Rights.

10.7 ASIC Instruments and Listing Rules

- (a) Notwithstanding any other provisions of the Plan, every covenant or other provision set out in an exemption or modification granted from time to time by the Australian Securities and Investments Commission in respect of employee share plans pursuant to its power to exempt or 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.
- (b) To the extent these Rules are inconsistent with the Listing Rules, the Listing Rules will prevail.
- (c) To the extent that any covenant or other provision which is deemed by this Rule 10.7 to be contained in the Plan is inconsistent with any other provision in the Plan, the deemed covenant or other provision will prevail.

SCHEDULE 1: TERMS OF GRANT OF PERFORMANCE RIGHTS

1. ENTITLEMENT

- (a) Upon the grant of Performance Rights, a certificate or an uncertified holding statement for the Performance Rights will be issued by the Company to the Participant.
- (b) Each Performance Right will entitle its holder to subscribe for and be issued, credited as fully paid, one Share upon vesting and exercise of that Performance Right.
- (c) The Performance Conditions applicable to a Performance Right shall be as determined by the Board (in its discretion) on or before the date of grant of the Performance Right.
- (d) Subject to these Rules, the Company must allot and issue Shares on the exercise of Performance Rights which have vested to the Participant in accordance with the Listing Rules and in any event no later than 30 days after the date of exercise of the Performance Right and shall either issue a certificate, or cause a holding statement to be issued, for Shares so issued within five Business Days after the date the Shares are issued.
- (e) Shares issued on the exercise of Performance Rights will rank equally in all respects with the existing Shares in the capital of the Company from the date of issue of those Shares, subject to the restrictions on transfer set out in clause 6(b) of this Schedule. They will not rank for any rights attaching to Shares by reference to a record date preceding the date of issue.

2. VESTING OF PERFORMANCE RIGHTS

- (a) Subject to clause 3 of this Schedule, a Performance Right granted under the Plan will vest upon satisfaction of the applicable Performance Conditions determined by the Board pursuant to Rule 2.5.
- (b) The Board will determine in its absolute discretion whether, and if so, to what extent each Performance Condition has been satisfied and must advise the Participant in writing of its determination.

3. LAPSE OF PERFORMANCE RIGHTS

- (a) An unvested Performance Right will immediately lapse upon the first to occur of:
 - (i) Its Expiry Date;
 - (ii) the Performance Conditions not being satisfied or waived prior to the expiry of the Performance Period;
 - (iii) the transfer or purported transfer of the Performance Right in breach of clause 6(a) of this Schedule;
 - (iv) the day that is 30 days following the date the Participant ceases to be employed or engaged by the Company or an Associated Body Corporate by virtue of the Participant resigning voluntarily and the Participant has not recommenced employment with the Company or an Associated Body Corporate before the expiration of those 30 days;
 - (v) subject to clause 3(c)(ii) of this Schedule, the day which is 30 days following the date the Participant ceases to be employed or engaged by the Company or an Associated Body Corporate by reason of his or her death, disability, bona fide redundancy, or other reason with the approval of the Board and the Participant has not recommenced employment with the Company or an Associated Body Corporate before the expiration of those 30 days;
 - (vi) termination of the Participant's employment or engagement with the Company or an Associated Body Corporate on the basis that the Participant acted fraudulently, dishonestly, in breach of the Participant's obligations or otherwise for cause; and

- (vii) the day which is six months after an event which gives rise to a vesting under clauses 4(a) to 4(d) of this Schedule.
- (b) A Performance Right which has vested but has not been exercised will immediately lapse upon the first to occur of:
 - (i) close of business on the last day of the Exercise Period, if the Performance Right is not exercised prior to that day;
 - (ii) the transfer or purported transfer of the Performance Right in breach of clause 6(a) of this Schedule;
 - (iii) termination of the Participant's employment or engagement with the Company or an Associated Body Corporate on the basis that the Participant acted fraudulently, dishonestly, in breach of the Participant's obligations or otherwise for cause; and
 - (iv) the day which is 6 months after an event which gives rise to a vesting under clauses 4(a) to 4(d) of this Schedule.
- (c) Where a Participant ceases to be employed or engaged by the Company or an Associated Body Corporate by reason of his or her death, disability, bona fide redundancy, or other reason with the approval of the Board, then:
 - (i) if any of the Participant's Performance Rights have vested but have not been exercised, they will remain exercisable by that Participant's estate or legal representative who has been recognised by the Company as the holder of the Participant's Performance Rights in accordance with clause 6(a)(ii) of this Schedule until the Performance Rights lapse in accordance with clause 3(b) of this Schedule;
 - (ii) if any of the Participant's Performance Rights have not vested, the Board will determine as soon as reasonably practicable after the date the Participant ceases to be employed or engaged, how many (if any) of those Participant's Performance Rights will be deemed to have vested and the Exercise Period applicable to those Performance Rights; and
 - (iii) to the extent to which, under clause 3(c)(ii) of this Schedule, the Participant's Performance Rights:
 - (A) are deemed to have vested, they will be exercisable by that Participant's estate or legal representative who has been recognised by the Company as the holder of the Participant's Performance Rights in accordance with clause 6(a)(ii) of this Schedule until the Performance Rights lapse in accordance with clause 3(b) of this Schedule; and
 - (B) are not deemed to have vested, they will lapse immediately upon the Board making its determination.
- (d) Where a Performance Right lapses, the Company will repay to the Participant the price paid for the grant (if any) of the Performance Right.

4. CHANGE OF CONTROL AND RECONSTRUCTION

- (a) The Board may declare that all or a specified number of any unvested Performance Rights granted to a Participant which have not lapsed under clause 3(a) of this Schedule immediately vest if, in the opinion of the Board:
 - (i) a Change of Control has occurred, or is likely to occur; and
 - (ii) the Participant's pro-rata performance is in line with the Performance Conditions applicable to those Performance Rights during the period from the date of grant to the date the Change of Control event occurred or the date the Board becomes aware that a Change of Control Event is likely to occur.
- (b) The Board may declare that all or a specified number of any unvested Performance Rights granted to a Participant which have not lapsed under clause 3(a) of this Schedule immediately vest if in the opinion of the Board:

- (i) any person or corporation has a Relevant Interest in more than 90% of the Shares; and
 - (ii) the Participant's pro-rata performance is in line with the Performance Conditions applicable to those Performance Rights during the period from the date of grant to the date when the person or corporation has a Relevant Interest in more than 90% of the Shares.
- (c) Subject to clause 4(d) of this Schedule, the Board may in its absolute discretion declare the vesting of a Performance Right during such period as the Board determines where:
 - (i) the Company passes a resolution for the voluntary winding up of the Company;
 - (ii) an order is made for the compulsory winding up of the Company; or
 - (iii) the Company passes a resolution in accordance with Listing Rule 11.2 to dispose of its main undertaking.
- (d) If there is any internal reconstruction, reorganisation or acquisition of the Company which does not involve a significant change in the identity of the ultimate shareholders of the Company, this clause applies to any Performance Right which has not vested by the day the reconstruction takes effect. The Board may declare in its sole discretion whether and to what extent Performance Rights will vest. The Board may amend (or waive) any Performance Condition as it considers appropriate, subject to all applicable laws.
- (e) The Company will notify the Participant in writing as soon as practicable after the Board declares a Performance Right to vest pursuant to clauses 4(a) to 4(d) of this Schedule and the Company shall confirm in the notice to the Participant the extent to which the Performance Rights held by the Participant have vested or otherwise.

5. EXERCISE OF VESTED PERFORMANCE RIGHTS

- (a) Subject to clause 3 of this Schedule, a Performance Right is exercisable by the holder lodging with the Company Secretary:
 - (i) a notice of exercise of that Performance Right in the form attached to this Schedule;
 - (ii) a cheque for the amount payable (if any) for each Share to be issued upon the exercise of that Performance Right; and
 - (iii) the holding statement or certificate for that Performance Right issued under clause 1(a) of this Schedule.

In the event of the death of a holder of Performance Rights, those Performance Rights that are not transmitted in accordance with clause 6(a)(ii) of this Schedule are exercisable by the executor of the estate or the holder in the same manner as set out above.
- (b) A Participant may, subject to this clause 5, only exercise its Performance Right:
 - (i) subject to clauses 4(a) to 4(d) of this Schedule, if the Performance Right was subject to a Performance Condition, to the extent the Performance Condition was satisfied or waived, in accordance with clause 2(b) of this Schedule and Rule 10.1;
 - (ii) before its Expiry Date; and
 - (iii) if the Performance Right has not lapsed in accordance with these Rules.
- (c) The exercise of some Performance Rights only does not affect the Participant's right to exercise other Performance Rights at a later time. If the Participant exercises less than all Performance Rights represented by the certificate then the Company will cancel the certificate and issue a new certificate for the balance.
- (d) The lapse conditions imposed on the Performance Right under these Rules cease to apply to the Shares transferred or allotted to the Participant upon exercise of the Performance Rights in accordance with these Rules.

6. TRANSFER

- (a) A Participant may only transfer a Performance Right granted under the Plan:
 - (i) with the consent of the Board; or
 - (ii) by force of law upon death to the Participant's legal personal representative or upon bankruptcy to the Participant's trustee in bankruptcy.
- (b) A Participant may not transfer any Shares issued under the Plan without the prior consent of the Board until the expiration of the period (if any) advised to the Participant under Rule 2.4(f) at the time of grant of the Performance Right.
- (c) The Company may make such arrangements as it considers necessary to enforce any restriction on the disposal of Shares under clause 6(b) of this Schedule and Participants must agree to such arrangements.
- (d) Without limiting clause 6(c) of this Schedule, and subject to the Listing Rules, the Company may procure that a Holding Lock be put on those Shares while the Shares are subject to any restriction under clause 6(b) of this Schedule.
- (e) As soon as reasonably practicable after the restriction on disposal of a Shares under clause 6(b) of this Schedule no longer applies, the Company must procure that any restriction on dealing with that Share no longer applies and will procure that any Holding Lock on that Share is removed.

7. QUOTATION OF PERFORMANCE RIGHTS AND SHARES

- (a) Performance Rights will not be listed for quotation on the ASX, however, the Company will apply for official quotation of the Shares issued upon the exercise of any vested Performance Rights to ASX and to each other stock exchange on which Shares are listed at that time.
- (b) Notwithstanding clause 7(a) of this Schedule, the Shares issued on the exercise of vested Performance Rights will be subject to the transfer restrictions set out in clause 6(b) of this Schedule and may not be traded on the ASX while those transfer restrictions apply.

8. FUTURE ISSUES OF SECURITIES

A Performance Right does not entitle the holder to participate in any new issues of securities to holders of Shares unless before the record date for determining entitlements to securities under the new issue, that Performance Right has vested and been exercised, and a Share has been issued to the Participant in respect of that Performance Right. The Company will give notice of any new issues of securities to Participants who hold Performance Rights which have vested no less than 3 Business Days before the record date for determining entitlements to securities under the new issue.

9. RECONSTRUCTION OF CAPITAL

In the event of any reconstruction (including a consolidation, subdivision, reduction or return) of the issued capital of the Company prior to the expiry of any Performance Rights, the number of Shares to which each Participant is entitled upon exercise of the Performance Rights, or any amount payable on exercise of the Performance Rights, or both as appropriate, will be adjusted in the manner determined by the Board and which complies with the Listing Rules to ensure that no advantage or disadvantage accrues to the Participant as a result of such corporate actions.

10. NATURE OF RIGHTS

A Participant does not have a legal or beneficial interest in any Shares by virtue of acquiring or holding a Performance Right. A Participant's rights under the Performance Rights are purely contractual and personal. In particular, a Participant is not entitled to participate in or receive any dividend or other shareholder benefits until its Performance Rights have vested and been exercised

and Shares have been allocated to the Participant as a result of the exercise of those Performance Rights.

ATTACHMENT TO SCHEDULE: FORM OF NOTICE OF EXERCISE

The Company Secretary
ComOps Limited
Ground Floor
77 Pacific Highway
NORTH SYDNEY NSW 2060

Dear Sir/Madam

[Name of Performance Rights holder] hereby gives notice of the exercise of **[number of Performance Rights]** granted pursuant to the Company's Performance Rights Plan **[and exercisable at [\$*]]**.

The certificate for these Performance Rights, **[along with a cheque made payable to "ComOps Limited" for [\$*] (being the total of the exercise price payable on the exercise of these Performance Rights)]**, is enclosed.

By lodging this Notice of Exercise **[Name of Performance Rights holder]** hereby:

1. Applies for the number of Shares equivalent to the number of Performance Rights exercised;
2. Agrees to be bound by the constitution of the Company; and
3. Acknowledges that he/she received a copy of the Company's Performance Rights Plan attached to this Notice of Exercise before exercising his/her Performance Rights.

Signed by [PERFORMANCE RIGHTS HOLDER]
in the presence of:

Signature of Witness

Name of Witness (print)

Occupation

Address

SCHEDULE 2: EMPLOYEE PERFORMANCE RIGHTS PLAN OFFER LETTER

[insert date]

[Name and Address]

Via email: [email address]

ComOps Limited - Employee Performance Rights Plan Offer

Dear [*]

Offer

As recognition of your efforts and continuing commitment to ComOps Limited (**Company**), the Company would like to invite you to participate in the Company's Employee Performance Rights Plan (**Plan**). By participating in the Plan, you will be issued [*] Performance Rights.

This offer is made on the general terms and conditions contained in the rules of the Plan (**Rules**) and on the specific terms and conditions of this offer, which are detailed below. This offer is accompanied by a copy of the Plan relating to this offer.

To ensure compliance with the *Corporations Act 2001* (Cth) (**Corporations Act**), no Performance Rights will be granted unless Shareholder approval is received (if required).

Except where a capitalised term is defined in this offer, a capitalised term that is used in this offer has the meaning given to it in the Rules.

Terms and Conditions

You are invited to participate in the Plan on the terms and conditions of the Rules and the following terms and conditions:

1. Grant Date

The date determined by the Company upon acceptance of the offer from you by the Company.

2. [Shareholder approval – For Directors only]

Notwithstanding any other term of this offer letter, the Company will only grant the Performance Rights to you upon acceptance of the offer from you by the Company and receipt of Shareholder approval in accordance with the Corporations Act (if required).

3. Price of Performance Rights

The Performance Rights will be granted to you at no cost.

4. Performance Conditions

[*].

5. Expiry date

The Performance Rights will expire on [the date which is seven years after the Grant Date].

6. Disposal restrictions

A Participant may not transfer a Performance Right granted under the Plan without the prior consent of the Board.

[A Participant may not transfer a Share issued under the Plan for a period of two years after the date of issue without the prior consent of the Board.]

7. Taxation and Financial Advice

Any advice given by, or on behalf of, the Company in connection with this offer is general advice only. You should consider obtaining your own financial product advice from an independent person who is licensed to give that advice in relation to the tax and financial implications of this offer.

8. Market value of ComOps shares

At any time while this offer remains open you may contact Christopher Brooke, the Company Secretary, by telephone on [*] or email at [*], to obtain the current market price of fully paid ordinary shares in the Company.

9. Rules

Any acquisition of Performance Rights to which this offer relates is subject to the specific terms and conditions of this offer and the terms and conditions of the Rules and the Constitution of the Company. You should read the Rules in conjunction with this offer.

10. Confidentiality

The contents of this offer and the Plan are confidential and must not be disclosed to any other party other than your financial, accounting or tax adviser. If you breach this condition the Company reserves its rights to withdraw the offer and not accept your acceptance.

11. Acceptance of the Offer

If you wish to accept the offer to participate in the Plan for which this offer relates, please sign below. This letter is an invitation to participate in the Plan only. The Company will only grant the Performance Rights to you upon acceptance of the offer from you by the Company.

12. Offer close date

You should note that the offer is expected to close on [*]. If you wish to accept the offer, you should endeavour to return your signed acceptance prior to this date.

Please return your signed acceptance to the following [address/email] [*] by the date the offer closes.

Yours sincerely

ComOps Limited

Executed as a deed by:

Signed:

Name:

Date: