



UPSIDE PARTICIPATION RIGHTS TERMS AND CONDITIONS

DRA Global Limited

ACN 622 581 935

Revision: 0

Schedule 1

Terms and conditions of Upside Participation Rights (UPRs)

1 Definitions

1.1 Definitions

The meanings of the terms used in this Schedule 1 and not defined in clause 1.1 of this agreement are set out below.

30-day VWAP the 30-day volume weighted average price of Shares (as quoted on the ASX) calculated over the 30 ASX trading days on which trades in Shares are recorded immediately before (and including) the last ASX trading day on which trades in Shares are recorded before the date of delivery of an Exercise Notice to DRA, excluding any Shares traded by IVN, IVM, the Mary Oppenheimer Daughters family office, Stockdale Street (Pty) Ltd or any of their Associates during the calculation period.

ASX Listing Rules the listing rules of ASX as amended, modified or waived from time to time.

Brokerage Fees

- 1 where the UPRs are exercised under clause 4 of Schedule 1, reasonable IPO lead manager fees associated with the issue of Shares into the IPO to fund the UPR Cash Consideration (with the number of Shares deemed to be the UPR Cash Consideration divided by the IPO Price), provided those fees must not exceed the lesser of the fees allocated to the Selling Shareholders (on a per Share basis) and 4%] of the UPR Cash Consideration and which are paid by DRA on or prior to the date on which the UPR Cash Consideration is due to be paid to the Holder;
- 2 where the UPRs are exercised following any IPO and DRA undertakes a placement to fund the payment of the UPR Cash Consideration, 50% of the reasonable offer management fees associated with the placement, with the Holder's share not to exceed up to 0.75% of the UPR Cash Consideration (with the number of Shares deemed to be the UPR Cash Consideration divided by the price per Share at which Shares are issued under the placement) and which are paid by DRA on or prior to the date on which the UPR Cash Consideration is due to be paid to the Holder.

Commencement Date subject to clause 5.1(c), the earlier of:

- 1 the date DRA's first Appendix 4E (or equivalent announcement) following the Listing Date is lodged on the ASX's Market Announcements Platform;

- 2 31 March 2022;
- 3 if DRA's listing is a Compliance Listing, the Listing Date.

Compliance Listing	the admission of DRA to the official list of ASX in circumstances where DRA raises less than \$5,000,000 by the issue or sale of Shares to non-affiliated investors.
Exercise Notice	a duly executed notice from the Holder to DRA substantially in the form set out in Annexure A of this Schedule 1.
Exercise Period	the period commencing on the Commencement Date and ending on the Expiry Date.
Expert	has the meaning given in clause 6.2(a) or clause 9(c) (as the context requires).
Expiry Date	31 December 2023.
Fair Market Value of a Share	<p>the fair market value of a Share which will be determined in accordance with the procedure set out in clause 6.2 and on the following assumptions and bases:</p> <ol style="list-style-type: none">1 valuing the Share as on an arm's length sale between a willing but not anxious seller and a willing but not anxious buyer;2 in accordance with accounting principles and practices generally accepted in Australia and consistently applied;3 taking into account the impact of the UPRs;4 having regard to the relevant facts and circumstances applicable to the value of a Share at the time of the valuation;5 without having any regard to the maximum value referred to in clause 1.1 of this agreement.
Holder	each holder of UPRs, being as at Completion, IVM and IVN.
IPO Price	the highest price per Share at which Shares are sold or issued under the prospectus issued by DRA for the IPO.
IPO Price Condition	has the meaning given to it in clause 4.1(d)(1) of Schedule 1.
JSE Listings Requirements	the listings requirements of JSE as amended, modified or waived from time to time.
Listing Date	the date upon which DRA is admitted to the official list of ASX and Shares are capable of being traded on ASX.

Liquidity Event	<p>each of:</p> <ol style="list-style-type: none"> 1 a takeover bid under Chapter 6 of the Corporations Act to acquire all or a majority of the Shares that is either recommended by the DRA board of directors or otherwise accepted by holders of more than 50% of the Shares; 2 a scheme of arrangement under Part 5.1 of the Corporations Act to acquire all of the Shares; 3 a transaction to acquire all (or a majority) of the business assets of DRA.
Maximum Cap	<p>\$6.50 per UPR, subject to the adjustments in clause 8 (provided that in all circumstances the maximum amount payable upon the exercise of each UPR is \$3.40 (being \$6.50 minus \$3.10 (being the Strike Price per UPR on the date of this agreement))).</p>
Rights Calculation Price	<p>means, where the UPRs are exercised or acquired under:</p> <ol style="list-style-type: none"> 1 clause 4, the IPO Price; 2 clause 5, the 30-day VWAP; 3 clause 6.1, the price determined under clause 6.1(b)(1); and 4 clause 6.2, the Fair Market Value of a Share.
Share Price Outperformance Condition	<p>the 30-day VWAP of Shares exceeding the IPO Price by 25% or more in the period between the Listing Date and the Commencement Date.</p>
Strike Price	<p>\$3.10, subject to the adjustments in clause 8.</p>
UPR Cash Consideration	<p>the UPR Value (expressed in Australian dollars) multiplied by the number of UPRs exercised minus Brokerage Fees.</p>
UPR Certificate	<p>a certificate in the form set out in Annexure B of this Schedule 1.</p>
UPR Consideration Shares	<p>the number of Shares equal to the UPR Value multiplied by the number of UPRs exercised divided by the Rights Calculation Price.</p>
UPR Register	<p>the register of holders of UPRs kept by DRA under this Schedule 1.</p>
UPR Value	<p>in relation to a UPR, means the lesser of:</p> <ol style="list-style-type: none"> 1 the Rights Calculation Price minus the Strike Price; and 2 the Maximum Cap minus the Strike Price.
Voting Power	<p>has the meaning given in the Corporations Act.</p>

1.2 Interpretation

In this Schedule 1 a reference to a clause is a reference to a clause of this Schedule 1 (unless otherwise defined).

2 Upside participation rights

- (a) Each UPR entitles the Holder to receive the UPR Value for that UPR (as determined on the date of the Exercise Notice) on exercising the UPR in accordance with this Schedule 1.
- (b) If the UPR Value of the unexercised UPRs is greater than zero on the Expiry Date, each UPR that has not been exercised before the Expiry Date is automatically exercised on the Expiry Date (based on the Rights Calculation Price calculated on the Expiry Date) without the requirement for an Exercise Notice to be delivered by the Holder in relation to those unexercised UPRs and the 30-day VWAP shall be calculated as if an Exercise Notice was given on the Expiry Date.

3 UPR Register and UPR Certificates

3.1 Issue of UPR Certificates

DRA must issue UPR Certificates for the UPRs issued on Completion and the parties acknowledge that, at its absolute discretion, DRA may issue one UPR Certificate to each of IVM or IVN (or their nominee) in respect of all of the UPRs to be issued to each of IVM or IVN (or their nominee) under this agreement.

3.2 UPR Terms

The terms and conditions of this Schedule 1 will be attached to each UPR Certificate.

3.3 UPR Register

DRA must establish and keep a UPR Register.

3.4 Information to be recorded in UPR Register

DRA must record in the UPR Register:

- (a) the name and address of the Holder;
- (b) the number of UPRs held by the Holder;
- (c) the date of issue or transfer of UPRs held by the Holder;
- (d) the Strike Price, Maximum Cap and Expiry Date of the UPRs held by the Holder;
- (e) details of any exercise of the UPRs held by the Holder; and
- (f) the number of each UPR Certificate.

3.5 Information Rights

- (a) DRA must provide the Holders with a copy of all information and notices that DRA provides to DRA shareholders.
- (b) The Holders shall be entitled to attend any general meeting or other meeting of the shareholders of DRA as an observer (but for the avoidance of doubt, may not vote, participate or exercise any other rights at such meeting).

3.6 Effect of inscription

Each inscription in the UPR Register is sufficient and conclusive evidence to all persons and for all purposes that the person whose name is so inscribed is the registered holder of the UPR, except in the case of manifest error or a breach by DRA of its obligations under clause 3.4.

3.7 Inspection

DRA must make the UPR Register available for inspection by a Holder at DRA's registered office on Business Days.

3.8 Replacement

If any UPR Certificate:

- (a) becomes worn out or defaced, DRA must upon the UPR Certificate being provided to DRA and upon request by the Holder who holds the UPRs represented by the UPR Certificate cancel the UPR Certificate and issue a replacement UPR Certificate to the Holder; and
- (b) is lost or destroyed, DRA must upon request by the Holder who holds the UPRs represented by the UPR Certificate cancel the UPR Certificate and issue a replacement UPR Certificate to the Holder.

4 Exercise of UPRs prior to the Listing Date

4.1 Notification of intention to exercise UPRs

- (a) Subject to and in accordance with this clause 4, each Holder may exercise up to 30% of the UPRs held by that Holder (or such greater percentage as determined under clause 4.3) and receive the UPR Cash Consideration for those UPRs on completion of the IPO.
- (b) DRA must provide the Holder with at least 21 days' notice of the proposed date for commencing analysts briefings for the IPO (anticipated to commence on 12 March 2021). As soon as practicable and in any event within 7 days of receipt of the notice of the proposed date for commencing analysts briefings for the IPO, each Holder must provide DRA with a statement of their intention as to the number of UPRs (not exceeding 30% of the UPRs held by the Holder) and the minimum IPO Price at which they would intend to exercise those UPRs in connection with any IPO for the purpose of (amongst other things) assisting DRA assess the size of the IPO (including the level of lead manager support required for the IPO) and preparing for analyst briefings.

- (c) Subject to the Holder having provided a notice under clause 4.1(b), each Holder may exercise up to 30% of the UPRs (**Maximum IPO Allocation**) (subject to adjustment under clause 4.3) by providing an Exercise Notice (**IPO Exercise Notice**) by no later than the latest of:
 - (1) the date for Selling Shareholders providing irrevocable commitments to sell Shares into the IPO (anticipated to be 21 April 2021, DRA to provide the Holder with 5 Business Days notice of the final date); and
 - (2) 10 Business Days prior to the commencement of the IPO roadshow (anticipated to be 22 April 2021, such date to be confirmed by DRA to the Holder no later than 15 Business Days prior to the actual date of commencement of the IPO roadshow).
- (d) An IPO Exercise Notice must specify:
 - (1) if applicable, the minimum IPO Price that must be achieved as a condition of the UPRs to be exercised on completion of the IPO (**IPO Price Condition**); and
 - (2) the extent to which the Holder elects to increase the number of UPRs exercised, subject to and in accordance with clause 4.3 (**Over-allocation Option**).
- (e) Each Holder may only provide one IPO Exercise Notice.
- (f) Subject to Completion occurring and clause 4.1(g), an IPO Exercise Notice is irrevocable and unconditional, other than as contemplated in this Agreement.
- (g) For the avoidance of doubt:
 - (1) receipt of an IPO Exercise Notice does not create any binding obligation for DRA to proceed with an IPO (which IVM and IVN acknowledge will be subject to (amongst other things) the IPO having sufficient demand to be undertaken). If DRA notifies IVM and IVN in writing that it will not proceed with the proposed IPO, the Holder may revoke an IPO Exercise Notice; and
 - (2) notwithstanding anything to the contrary in this Agreement and for the avoidance of doubt, if DRA does not proceed with the IPO in the manner contemplated by clauses 4.1(a), 4.1(b) and 4.1(c), but subsequently proceeds with a IPO during the period ending on the earlier of the Expiry Date and the date on which all of the UPRs are exercised (including pursuant to clause 6.2) (**Revised IPO**), then the parties acknowledge that the Holders will be entitled to issue an IPO Exercise Notice in relation to the Revised IPO and the provisions of this clause 4 shall apply to the Revised IPO and exercise of UPRs to the maximum extent possible.
- (h) DRA must notify the Holders of its decision not to proceed with the IPO promptly and without delay.

4.2 Exercise of UPRs where IPO Price Condition is not satisfied

- (a) If the Holder has delivered an IPO Exercise Notice and the lead manager for the IPO advises DRA that the IPO Price is expected to be less than the IPO Price Condition, DRA must:
 - (1) notify the Holder that the IPO Price Condition is not expected to be satisfied and confirm the expected IPO Price; and

- (2) the Holder may elect to exercise some or all of the UPRs specified in the IPO Exercise Notice, or increase the number of UPRs to be exercised (such number not to exceed the number permitted under the Over-allocation Option), in accordance with the timetable that applies to Selling Shareholders.
- (b) DRA must comply with clause 4.3 in relation to any exercise of UPRs pursuant to clause 4.2 (including the payment of the UPR Cash Consideration in accordance with clause 4.3(f)).

4.3 Allocation of Shares to fund UPR Cash Consideration

DRA must treat the right of the Holder to receive the UPR Cash Consideration in respect of the UPRs identified in the IPO Exercise Notice no less than favourably than the rights of Selling Shareholders (as if the UPRs were Shares). Without limiting the foregoing:

- (a) DRA must provide the Holders all information that is provided to the Selling Shareholders in relation to the IPO (including the timetable for the Selling Shareholders providing irrevocable commitments to participate in the IPO);
- (b) to the extent that DRA extends the date for Selling Shareholders providing a statement of their intention to participate in the IPO and binding elections to participate (subject to minimum pricing condition and market demand), then the dates in clause 4.1(b) and 4.1(c) must be extended accordingly;
- (c) the parties acknowledge and agree that the 30% cap on exercising the UPRs pursuant to an IPO Exercise Notice is based on the Selling Shareholders being offered an opportunity to sell up to 30% of their Shares into the IPO;
- (d) if the opportunity for all Selling Shareholders to sell Shares into the IPO is scaled back to less than 30% of their shareholding due to insufficient investor demand, then the Maximum IPO Allocation is scaled back in the same proportion and the number of UPRs identified in the IPO Exercise Notice is deemed to be reduced to the extent the number of UPRs specified in the IPO Exercise Notice exceeds the decreased Maximum IPO Allocation;
- (e) if the opportunity for any Selling Shareholder to sell their Shares into the IPO is increased to more than 30% of their shareholding, then the Maximum IPO Allocation is increased in the same proportion (up to the same percentage of the total number of Shares held by the Selling Shareholder entitled to sell the highest proportion of their shares into the IPO or such other higher percentage as is confirmed in writing by DRA) and the number of UPRs identified in the Over-allocation Option are deemed to be exercised, provided the number of UPRs specified in the IPO Exercise Notice and the Over-allocation Option does not exceed the increased Maximum IPO Allocation; and
- (f) DRA must pay the UPR Cash Consideration to the Holder for the number of UPRs determined in accordance with clause 4.3(d) or 4.3(e) in Immediately Available Funds (without counterclaim or set-off) on the same Business Day DRA or any other person or entity pays any of the proceeds realised from the disposal of Shares in to the IPO to any of the Selling Shareholders.

5 Exercise of UPRs following the Listing Date

5.1 Exercise of UPRs

- (a) Subject to clauses 4, 5.1(b), 5.1(c) and 6.1, a Holder may only exercise the UPRs by delivering to DRA at any time within the Exercise Period a completed and executed Exercise Notice.
- (b) If a Holder does not issue an IPO Exercise Notice under clause 4.1(c), that Holder may exercise up to 30% of the UPRs it held on the Listing Date (in aggregate) by delivering to DRA, at any time between (and including) the Listing Date and the commencement of the Exercise Period, a completed and executed Exercise Notice.
- (c) If the Share Price Outperformance Condition is satisfied, each Holder may exercise up to 50% of the UPRs held by the Holder on and from the Listing Date (in aggregate and with any UPRs exercised under clause 5.1(b) being counted towards the 50% cap under this clause 5.1(c)) by delivering to DRA at any time between (and including) the Listing Date and the commencement of the Exercise Period a completed and executed Exercise Notice.
- (d) An Exercise Notice is irrevocable and unconditional once given.
- (e) An Exercise Notice (whether under clause 4, 5.1(a), 5.1(b) or 5.1(c)) must be in relation to a minimum of 3,000,000 UPRs (provided that where the total number of UPRs held by the Holder is less than 3,000,000, then the Exercise Notice must be in relation to all the UPRs held by the Holder).

5.2 Consideration election for exercise of UPRs

- (a) If a Holder delivers an Exercise Notice under clause 5.1, DRA agrees to issue the UPR Consideration Shares in accordance with clause 7.2 or (at DRA's election) pay the UPR Cash Consideration in accordance with clause 7.1.
- (b) Subject to clause 6.1(b), DRA must notify the Holder that delivers the Exercise Notice (with a copy to any other Holders) whether it elects to pay the UPR Cash Consideration under clause 5.2 within 30 days of receipt of the Exercise Notice. If DRA does not make a cash election under this clause 5.2, then DRA must settle the exercise of the UPRs by issuing the UPR Consideration Shares in accordance with clause 7.2.

6 IPO alternatives

6.1 Liquidity Event

- (a) If DRA announces a Liquidity Event between Completion and the Expiry Date, the Commencement Date will become the date of that announcement and the Holders will be entitled to participate in the Liquidity Event by exercising the UPRs, provided that if the Liquidity Event is terminated prior to the Holder exercising the UPRs in accordance with this clause 6.1(a) then the Commencement Date reverts to the dates set out in clause 1.1.
- (b) If a Holder elects to exercise the UPRs under clause 6.1(a):
 - (1) the Holder must deliver to DRA a completed and executed Exercise Notice;

- (2) the Rights Calculations Price is equal to the value of DRA implied by the Liquidity Event divided by the number of Shares on issue on an undiluted basis;
- (3) DRA must settle the exercise of the UPRs by issuing the UPR Share Consideration no later than 5 Business Days of receipt of the Exercise Notice under clause 6.1(b)(1) (and in any event, use all reasonable endeavours to issue the UPR Share Consideration to the Holder before the record date to participate in the Liquidity Event) unless DRA elects (within the 5 Business Day Period specified in this clause 6.1(b)(3)) to pay the UPR Cash Consideration, which must be paid on the date of completion or implementation of the Liquidity Event.

6.2 Deemed exercise on long-stop date

- (a) In the event that:
 - (1) DRA does not lodge a prospectus for an IPO by no later than 31 March 2022, or such later date prior to the Expiry Date as approved by the Holders in their absolute discretion;
 - (2) an IPO in respect of a prospectus lodged by DRA by no later than 31 March 2022 does not complete by 31 May 2022, or such later date prior to the Expiry Date as approved by the Holders in their absolute discretion, or
 - (3) both of the following conditions are satisfied:
 - (A) the total value of the Shares issued under or sold into the IPO or traded during the period commencing on and from the Listing Date and ending on the Expiry Date is less than \$20,000,000 (calculated as at the Expiry Date); and
 - (B) UPRs have not been fully exercised before the Expiry Date (it being acknowledged and agreed that for the avoidance of doubt the traded value of Shares being less than the amount set out above shall not limit the ability of the Holders to exercise the UPRs prior to the Expiry Date subject to and in accordance with the provisions of this agreement),

the Holders and DRA must use best endeavours to agree on the appointment of a partner of Deloitte, PwC, Ernst & Young or KPMG with at least 15 years of relevant valuation experience within 14 days of the condition in clauses 6.2(a)(1), 6.2(a)(2) or 6.2(a)(3) being satisfied to determine the Fair Market Value of the Shares (as at the date the relevant condition is satisfied). If the parties cannot agree on who the independent person will be within that period, the parties must promptly request the Chair for the time being of the Resolution Institute to appoint an independent person to determine the disputed matter, which person must be a partner of Deloitte, PwC, Ernst & Young or KPMG (provided that the Expert must not be a partner of a firm that is engaged by a Holder or DRA as an accountant, auditor, tax or financial advisor at the time of the appointment).

- (b) The Holders and DRA must instruct the Expert to:
 - (1) accept receipt of any submissions from each party made within 14 days of the date of appointment of the Expert;
 - (2) determine the Fair Market Value of the Shares; and

- (3) issue to each Holder and DRA a certificate specifying the Fair Market Value determined by the Expert as soon as practicable and in any event within 60 days following his or her appointment.
- (c) DRA and the Holders agrees that, in determining the Fair Market Value, the Expert acts as an expert and not an arbitrator.
- (d) DRA and the Holders agree that the decision of the Expert, as detailed in the certificate provided under clause 6.2(b)(2), is final and binding on each of them in the absence of fraud or manifest error.
- (e) DRA must bear the costs of the Expert.
- (f) The parties must promptly provide all information and assistance reasonably requested by the Expert.
- (g) The UPRs will be deemed to have been exercised (with the Fair Market Value determined by the Expert as the Rights Calculation Price) on the date the condition in clause 6.2(a)(1) or 6.2(a)(2) is satisfied or on the Expiry Date (where the condition in clause 6.2(a)(3) applies).
- (h) Within 20 Business Days of receipt of the Expert's certificate under clause 6.2(b)(3), DRA must (subject to clause 6.3(b)), issue to each Holder the UPR Consideration Shares for all UPRs held by the Holder, provided DRA may elect to pay the UPR Cash Consideration for the UPRs in Immediately Available Funds (or such other payment terms as agreed between the parties) payable on the conclusion of the 20 Business Day period referred to in this clause 6.2(g), in substitution for issuing the UPR Consideration Shares.

6.3 Deferred consideration loan

- (a) DRA must notify the Holder of any election under clause 6.2(g) within 10 Business Days of receipt of the Expert's certificate under clause 6.2(b)(3). DRA must make the same election for all Holders.
- (b) If DRA does not elect to settle the deemed exercise of the UPRs by paying the UPR Cash Consideration, each Holder may give a notice to DRA within 15 Business Days of receiving the Expert's certificate under clause 6.2(b)(3), require DRA to settle the deemed exercise of the UPRs for cash consideration on the following terms and conditions (and such other terms (including variations) as agreed between the parties):
 - (1) DRA will not issue the UPR Consideration Shares for all UPRs held by the Holder on settlement of the deemed exercise of the UPRs;
 - (2) upon settlement of the deemed exercise of the UPRs, DRA will be deemed to have advanced to the Holder a loan equivalent to the UPR Value of the UPRs deemed to be exercised at settlement (**Deferred Consideration Loan**);
 - (3) the Deferred Consideration Loan will be subordinated to all other DRA debt and bonding facilities (both existing at the time of the election and for the duration of the Deferred Consideration Loan) and will be unsecured;
 - (4) interest will accrue on the Deferred Consideration Loan at the Lenders' Rate, which will:
 - (A) accrue from day to day from the date of the deemed exercise of the UPRs up to and including the actual date of payment, before and, as an additional and independent obligation, after any judgment or other thing into which the

liability to pay the Deferred Consideration Loan becomes merged; and

- (B) must be capitalised at monthly intervals;
- (5) DRA must repay the Deferred Consideration Loan following declaration and contemporaneously with payment of a distribution to DRA shareholders for an amount equal to:

$$R = 2 \times D \times UPRS$$

where:

R: the amount of the repayment of the Deferred Consideration Loan required under clause 6.3(b)(5);

D: is the value of the distribution to DRA shareholders (expressed on a per share basis); and

UPRS: is the number of UPR Consideration Shares that would have been issued to the Holder under clause 6.2(h) (in the absence of this clause 6.3);

- (6) DRA must pay any amount payable under clause 6.3(b)(5) at the same time as the relevant dividend being paid to DRA shareholders (less any taxes that DRA is required by law to deduct or withhold from interest payments to the Holder, provided that DRA must pay to the appropriate Government Agency the amount withheld or deducted and provide evidence of this payment to the Holder (as applicable));
- (7) for the avoidance of doubt, the balance of the Deferred Consideration Loan after any amount paid under clause 6.3(b)(5) will remain outstanding;
- (8) DRA may prepay the Deferred Consideration Loan at any time (without any requirement for compensation or penalty);
- (9) the Deferred Consideration Loan will be immediately due and payable on a demand being made by the Holder at any time after a demand being made by the Holder to DRA at any time after an Insolvency Event or Cross-Default occurring in relation to DRA or completion of a Cash Liquidity Event;
- (10) DRA must notify IVM and IVN in writing of any Insolvency Event, or Cross-Default in relation to DRA or completion of a Cash Liquidity Event promptly and in any event not later than 5 days after DRA becomes aware of the occurrence of the applicable event;
- (11) all payments made in respect of the Deferred Consideration Loan must be paid in Immediately Available Funds without counter-claim or set-off.

7 Settlement

7.1 Cash settlement

If DRA elects to settle the exercise of UPRs by payment of the UPR Cash Consideration under clause 5.2, DRA must pay the UPR Cash Consideration to the Holder of the UPRs exercised under clause 5 within 45 days of DRA's receipt of a valid Exercise Notice in Immediately Available Funds without counter-claim or set-off.

7.2 Equity settlement

- (a) Subject to clauses 5.2 and 7.2(b), DRA must issue the UPR Consideration Shares to the Holder of the UPRs exercised under clause 5 within 35 days of DRA's receipt of a valid Exercise Notice.
- (b) If DRA receives an Exercise Notice within the three months immediately following the Listing Date, then the timeframe under clause 7.2(a) for DRA issuing the Shares is extended to the date that is 5 Business Days following the end of the three month period immediately following the Listing Date.
- (c) On issue of the UPR Consideration Shares, DRA must give a CHESS holding statement in respect of the UPR Consideration Shares to the Holder of the UPRs exercised under clause 5.
- (d) Following issue of the UPR Consideration Shares under clause 7.2(a) DRA must apply to ASX for official quotation of the UPR Consideration Shares as soon as practicable, and in any event within 2 Business Days after the issue of the UPR Consideration Shares.
- (e) DRA must give to the ASX either:
 - (1) a notice under section 708A(6) of the Corporations Act on the day following issue of the UPR Consideration Shares under clause 7.2(a); or
 - (2) a prospectus that exempts the UPR Consideration Sales from section 707(3) of the Corporations Act pursuant to 708A(11) (a) or (b) on or prior to the day following issue of the UPR Consideration Shares under clause 7.2(a).
- (c) If the issue of the UPR Consideration Shares (whether under clause 5 or clause 6.2(h)) to the Holder will contravene section 606(1) of the Corporations Act (and the acquisition of the UPR Consideration Shares by the Holder is not exempt under section 611, item 9 of the Corporations Act) DRA must pay the portion of the UPR Value that cannot be issued as UPR Consideration Shares (for the reasons set out in this clause) as UPR Cash Consideration (**Cash-out Amount**) as soon as practicable and in any event by no later than six months following the date of UPR exercise.
- (d) DRA must pay interest in arrears on the Cash-out Amount on the first Business Day of each month in Immediately Available Funds to the Holder (less any taxes that DRA is required by law to deduct or withhold from interest payments to the Holder, provided that DRA must pay to the appropriate Government Agency the amount withheld or deducted and provide evidence of this payment to the Holder). Interest will accrue from day to day from the date 35 days after the delivery of the Exercise Notice until the date of payment of the Cash-out Amount.
- (e) The rate of interest payable under clause 7.2(e) is the Lenders' Rate.
- (f) A Holder must consult with DRA about whether DRA is aware of any interested buyers for DRA Shares prior to selling Shares acquired upon the exercise of UPRs representing more than 1% of the total Shares on issue (whether pursuant to a single transaction or a series of transactions and whether those transactions are to be conducted on-market or off-market), provided that the Holder shall not be obliged to sell to any buyer identified by DRA.

8 Adjustments

8.1 Adjustment for dividends

If DRA pays a dividend or any other distribution between Completion and the end of the Exercise Period, the Strike Price and Maximum Cap will be reduced by the amount of the dividend or any other distribution (on a per share basis).

Worked example

DRA pays a dividend of \$0.50 per Share. The total number of UPRs on issue (on the record date for the dividend) is 25,000,000.

In this scenario:

- the Maximum Cap is reduced to \$6.00;
- the Strike Price is reduced to \$2.60; and
- the total number of UPRs is unchanged; and
- the maximum value of the UPRs (where all UPRs are exercised) is \$85,000,000.

8.2 Adjustments for bonus issues

If DRA proceeds with a bonus issue of securities between Completion and the end of the Exercise Period, each of the Strike Price and Maximum Cap will be reduced by the number of bonus issue securities divided by the total number of Shares on issue and the number of UPRs will be increased in inverse proportion to the reduction in the Strike Price and Maximum Cap.

Worked example

DRA makes a 1:10 bonus issue (i.e. 1 new Share for every 10 Shares held). The number of Shares on issue has increased by 10% and no consideration is payable by DRA shareholders for the new Shares issued under the bonus issue. The total number of UPRs on issue (on the record date for the bonus issue) is 25,000,000.

In this scenario:

- the Maximum Cap is reduced to \$5.85 (90% of the Maximum Cap);
- the Strike Price is reduced to \$2.79 (90% of the Strike Price);
- the number of UPR is increased by 111% (the inverse proportion of 90%), such that the total number of UPRs on issue is 27,777,778; and
- the maximum value of the UPRs (where all UPRs are exercised) is \$85,000,000.

8.3 Adjustments for reconstructions of share capital

In the event of a consolidation, subdivision, reduction or return of issued capital of DRA between Completion and the end of the Exercise Period, the Strike Price will be adjusted as follows:

- (a) in relation to a share split, the Strike Price and Maximum Cap will be decreased (in an inverse proportion to the share split ratio) and the number of UPRs will be increased in proportion to the share split ratio;
- (b) in relation to a share consolidation, the Strike Price and Maximum Cap will be increased (in proportion to the share consolidation ratio) and the number of

UPRs will be decreased in an inverse proportion to the share consolidation ratio; and

- (c) in relation to a capital return or capital reduction, the Strike Price and Maximum Cap will be reduced by the amount of the consideration for the capital return or capital reduction (on a per share basis).

Worked example – share split

DRA undertakes a 10:1 share split (i.e. each Share is split into 10 Shares). The number of Shares on issue has increased by 10 times and no consideration is payable by DRA shareholders for the new Shares issued under the share split. The total number of UPRs on issue (at the time of the share split) is 25,000,000.

In this scenario:

- the Maximum Cap is reduced to \$0.65 (the Maximum Cap divided by 10);
- the Strike Price is reduced to \$0.31 (the Strike Price divided by 10);
- the number of UPR is multiplied by 10, such that the total number of UPRs on issue is 250,000,000; and
- the maximum value of the UPRs (where all UPRs are exercised) is \$85,000,000.

Worked example – share consolidation

DRA undertakes a 10:1 share consolidation (i.e. 10 Shares are consolidated into 1 Share). The number of Shares on issue has decreased by 10 times and no consideration is received by for the Shares cancelled under the share consolidation. The total number of UPRs on issue (at the time of the share consolidation) is 25,000,000.

In this scenario:

- the Maximum Cap is increased to \$65 (the Maximum Cap multiplied by 10);
- the Strike Price is increased to \$31 (the Strike Price multiplied by 10);
- the number of UPR is divided by 10, such that the total number of UPRs on issue is 2,500,000; and
- the maximum value of the UPRs (where all UPRs are exercised) is \$85,000,000.

Worked example – capital return or capital reduction

DRA undertakes a return of capital of \$1.00 per Share. The number of Shares on issue is not changed. The total number of UPRs on issue (at the time of the capital return) is 25,000,000.

In this scenario:

- the Maximum Cap is decreased to \$5.50;
- the Strike Price is increased to \$2.10;
- the number of UPR is unchanged; and
- the maximum value of the UPRs (where all UPRs are exercised) is \$85,000,000.

8.4 Adjustments for pro rata offer

If DRA completes a pro rata offer of shares to existing shareholders (except a bonus issue), the Strike Price and Maximum Cap will be reduced by the Rights Issued Adjustment Amount (as set out below) provided that the Strike Price and the Maximum Cap cannot be increased under this clause 8.4:

Rights Issue Adjustment Amount = $1 \times (P - (S + D) / (N + 1))$

***P:** the volume weighted average market price per Share calculated over the 5 trading days ending on the day before the ex-rights date or ex entitlements date.*

***S:** the subscription price for a Share under the pro rata offer.*

***D:** any dividend due but not yet paid on the existing Shares (except those to be issued under the pro rata offer).*

***N:** the number of Shares with rights or entitlements that must be held to receive a right to one new Share under the pro rata offer.*

Worked example – pro-rata offer

The capital of DRA comprises ordinary shares. There are 25,000,000 UPRs on issue.

The UPRs have a strike price of A\$3.10 and maximum cap of A\$6.50. DRA announces a 1:2 pro rata offer. There is no dividend payable. The issue price for the shares under the rights issue is A\$4.00. The volume weighted average price that DRA shares trade at over the 5 trading days ending on the day before the ex-rights date or ex entitlement date is A\$5.00. To receive one right a shareholder must hold 2 ordinary shares (2 divided by 1 = 2, which is N).

The amount by which the strike price of the UPR is to be reduced is calculated as follows:
 $3.10 - ((1 \times [5 - 4]) / ((2 + 1)))$

The amount by which the maximum cap of the UPR is to be reduced is calculated as follows:
 $6.50 - ((1 \times [5 - 4]) / ((2 + 1)))$

The new strike price of the UPR is A\$2.766 and the maximum cap is A\$6.166 and the UPR holder has gained the benefit of any bonus element in the pro rata offer.

There is not change to the number of UPRs on issue. The maximum value of the UPRs (where all UPRs are exercised) is \$85,000,000.

8.5 Cumulative adjustments

- (a) Each of the adjustments under clauses 8.1, 8.2, 8.3 and 8.4 is independent of the others and may be applied cumulatively.
- (b) To the extent that any adjustment results in a fraction of a UPR, the number of UPRs will be rounded up to the nearest whole UPR.

8.6 No avoidance

For so long as any UPRs are on issue DRA must act in good faith and must not employ any device or technique or participate in any transaction designed to circumvent or permit circumvention of the operation of the provisions of this Schedule 1 (including any device, technique or transaction designed to diminish the value of the UPRs).

8.7 No other adjustments

Other than as set out in clauses 8.1 to 8.4 (inclusive) and without limiting clause 8.6, there is no right to a change in the number of UPRs, the Strike Price or the Maximum Cap during the Exercise Period. For the avoidance of doubt (and without limiting the foregoing), there will be no adjustments to the number of UPRs, the Strike Price or the Maximum Cap in relation to any DRA Share placements.

9 Resolution of disputes

- (a) If a Holder does not agree with DRA's calculation of:
 - (1) any adjustment to the UPRs under clause 8; or
 - (2) the UPR Value, UPR Cash Consideration or UPR Consideration Shares,
 then the Holder must notify DRA in writing of the matters in respect of which they disagree, and the grounds on which they disagree (**Dispute Notice**).
- (b) If a matter identified in the Dispute Notice is not resolved within 10 Business Days of delivery of the Dispute Notice to DRA, then the matter must be referred for resolution to an independent person agreed by the parties within a further 10 Business Days. If the parties cannot agree on who the independent person will be within that period, the parties must promptly request the Chair for the time being of the Resolution Institute to appoint an independent person to determine the disputed matter, which person must be a partner of Deloitte, PwC, Ernst & Young or KPMG (provided that the Expert must not be a partner of a firm that is engaged by a Holder or DRA as an accountant, auditor, tax or financial advisor at the time of the appointment).
- (c) The person agreed or nominated under clause 9(b) will be the 'Expert' for the purposes of this clause 9.
- (d) The Holders and DRA must instruct the Expert to:
 - (1) accept receipt of any submissions from each party made within 5 Business Days of the date of appointment of the Expert;
 - (2) decide within the shortest practicable time (and in any event no later than 10 Business Days after their appointment) the disputed matters in accordance with the UPR Terms.
- (e) The disputing parties must promptly supply the Expert with any information, assistance and co-operation requested in writing by the Expert in connection with their determination. All correspondence between the Expert and a party must be copied to the other disputing parties.
- (f) The Expert shall act as an independent expert and not an arbitrator. The Expert will determine the amounts the subject of the dispute, and their decision will be conclusive, final and binding on the parties (except in the case of manifest error).
- (g) The costs of the Expert will be paid as determined by the Expert, having regard to the relative position of the parties on the disagreement.
- (h) For the avoidance of doubt, only disputes as to DRA's calculation of the matters set out in clause 9(a) are subject to Expert determination under this clause 9. All other disputes arising out of the terms and conditions of the UPRs

including but not limited to disputes as to the proper construction of the terms and conditions of the UPRs are to be resolved in accordance with clauses 9(h) and 9(j) and not by any Expert appointed under this clause 9.

- (i) Any dispute, controversy or claim arising out of, relating to or in connection with this agreement, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, New South Wales. The language of the arbitration shall be English. The number of arbitrators shall be three.
- (j) In respect of any such arbitration, the parties agree as follows:
 - (1) the arbitration award(s) rendered by the arbitral tribunal shall be final and binding on the parties and any judgment thereon may be entered in any court having jurisdiction for its enforcement;
 - (2) each of the parties undertakes to implement the arbitration award; and
 - (3) the parties exclude jurisdiction of the courts except for the purposes of seeking interim or conservatory measures and the recognition and enforcement and execution in respect of any award in accordance with the ACICA Arbitration Rules, and to the extent permitted by law.

10 DRA buy-back right

- (a) At any time during the Exercise Period, DRA may elect to buy-back any or all unexercised UPRs (**Buy-Back UPRs**) for cash consideration equal to the Maximum Cap minus the Strike Price by giving notice to the Holder of the Buy-Back UPRs (**Buy-Back Notice**).
- (b) A Buy-Back Notice must include details of:
 - (1) the Holder of the UPRs;
 - (2) the total number of Buy-Back UPRs to be purchased by DRA;
 - (3) the cash consideration payable by DRA for the Buy-Back UPRs (to be calculated in accordance with clause 10(a)); and
 - (4) the date for completion of DRA's purchase of the Buy-Back UPRs, which must be no later than 5 Business Days from the date of the Buy-Back Notice.
- (c) Following receipt of a Buy-Back Notice, the Holder may not exercise the Buy-Back UPRs and any purported exercise of the Buy-Back UPRs in breach of this clause 10(c) has no force or effect.
- (d) DRA must pay the consideration for the Buy-Back UPRs to the Holder in Immediately Available Funds (without counter-claim or set-off) on or before the date for completion specified in the Buy-Back Notice.
- (e) On completion of the sale and purchase of the Buy-Back UPRs in accordance with this clause 10 the Buy-Back UPRs are deemed to be immediately extinguished and the Holder will have no further rights in relation to the Buy-Back UPRs.

11 Transfer

11.1 Listing

The UPRs will not be listed on any stock exchange.

11.2 Standstill

Subject to clause 11.3(b), the Holder must not transfer the UPRs during the period commencing on the Completion Date and ending on the earlier of the Listing Date and 30 June 2021 (**Standstill Period**) without the consent of DRA (which may be given or withheld in its absolute discretion).

11.3 Transfer - generally

- (a) Following the expiry of the Standstill Period, UPRs may be transferred without the consent of DRA provided that:
 - (1) if the transferee is not to a Related Body Corporate of the Holder, the Holder has complied with clause 11.4;
 - (2) the transferee is a person to whom the UPRs can be offered for sale without a prospectus or other disclosure document or similar; and
 - (3) the transferee has executed and delivered to DRA an undertaking to observe, perform and be bound by the terms of this Schedule 1.
- (b) A Holder (**Transferor**) may transfer UPRs at any time to a Related Body Corporate of the Holder (**Related Transferee**) without the consent of DRA, provided that the Related Transferee must transfer all the UPRs to the Transferor immediately before the Related Transferee ceases to be a Related Body Corporate of the Transferor.

11.4 Option to purchase Sale UPRs

- (a) If a Holder (the **Seller**) wishes to dispose of its UPRs or the economic benefits deriving from the UPRs to an entity or person that is not a Related Body Corporate, it must serve a written notice to that effect on DRA. The notice of sale issued under this clause 11.4(a) (**Notice of Sale**) must specify:
 - (1) either:
 - (A) UPRs that the Seller proposes to sell to a third party buyer (not being a Related Body Corporate or Associate of the Seller) (the **Sale UPRs**), which must be a minimum of 3,000,000 UPRs or, if the Holder holds less than 3,000,000 UPRs all the UPRs then held by the Holder, and the sale price (which must be a cash consideration) per UPR; or
 - (B) the economic benefits deriving from the UPRs that the Seller proposes to sell to a third party buyer (not being a Related Body Corporate or Associate of the Seller) (the **Sale Interests**);
 - (2) the price and payment terms on which the Seller proposes to sell the Sale UPRs or Sale Interests; and

- (3) a statement to the effect that DRA has an option to purchase the Sale UPRs or Sale Interests at the price and on the payment terms set out in the Notice of Sale in accordance with clause 11.4(b).
- (b) DRA may exercise its option under clause 11.4(a) in relation to all of the Sale UPRs or Sale Interests (and not some only) by giving notice to that effect to the Seller within 10 days after the date of receipt of the Notice of Sale.
- (c) If DRA provides notice under clause 11.4(b), the Seller must sell to DRA all the Sale UPRs or Sale Interests and DRA must purchase them at the price and on the payment terms set out in the Notice of Sale.
- (d) The purchase price payable for the Sale UPRs or Sale Interests is payable in Immediately Available Funds without set-off or counterclaim on the closing of the purchase and sale (or as otherwise provided in the payment terms set out in the Notice of Sale), which must take place on the day that is 10 Business Days after the date of exercise of the option under this clause 11.4.
- (e) At the closing of the purchase and sale of:
 - (1) Sale UPRs, the Seller must deliver to DRA the UPR Certificates and an executed transfer for the Sale UPRs; or.
 - (2) Sale Interests, the Seller must deliver to DRA the instrument representing the Sale Interests.
- (f) On completion of the sale and purchase of the Sale UPRs in accordance with clause 11.4(e)(1) the Sale UPRs are deemed to be immediately extinguished and the Holder will have no further rights in relation to the Sale UPRs.
- (g) If DRA does not exercise its option under clause 11.4(a), the Seller may within a period of 90 days from expiry of the period specified in clause 11.4(b) sell all (but not part of) the Sale UPRs or Sale Interests provided:
 - (1) the sale price per Sale UPR or Sale Interests is for a cash price that is not less than the price specified in the Notice of Sale (unless DRA consents to the sale of the Sale UPRs or Sale Interests at a sale price lower than the price specified in the Notice of Sale, such consent not to be unreasonably withheld or delayed);
 - (2) the payment terms are no less favourable to the Seller than those offered to DRA; and
 - (3) the Seller notifies DRA of the third party buyer of the Sale UPRs or the Sale Interests.
- (h) The Seller must give to DRA a copy of any agreement with a third party relating to the Sale UPRs or Sale Interests within 5 Business Days after execution of the agreement for the sale of the Sale UPRs or Sale Interests.
- (i) If on expiry of the 90 day period referred to in clause 11.4(g) the Seller does not sell all the Sale UPRs or Sale Interests to a third party buyer on terms which comply with clause 11.4(g), the Seller must not sell those Sale UPRs or Sale Interests without complying again with this clause 11.4.
- (j) It is the intention of the parties that no Holder transfers or otherwise parts with or deals in the UPRs or the economic benefits deriving from the UPRs without first offering those UPRs to the DRA in accordance with this clause 11.4. No party may employ any device or technique or participate in any transaction designed to circumvent this intention.

11.5 Transfer must be executed

A written transfer instrument must be executed by the transferor and the transferee in any usual or common form or in any other form approved by DRA.

11.6 UPR Certificates

A written transfer instrument must be forwarded for registration to DRA together with the UPR Certificate for the UPRs to be transferred.

11.7 Company must register transfer

Subject to compliance with any relevant statute relating to Duty and applicable securities laws, DRA must register the transfer and issue a UPR Certificate to the transferee for the number of UPRs specified in the transfer, and a new certificate to the original Holder for the balance held.

Annexure A

Exercise Notice

To: DRA Global Limited
ACN 622 581 935
Level 8, 256 Adelaide Terrace
Perth, Western Australia 6000

1 General

Any capitalised terms used but not defined in this Exercise Notice have the meaning given to them in Schedule 1 of the Share Buy-Back Agreement dated [insert date] between DRA Global Limited ACN 622 581 935 (**DRA**), BPESAM IV M Limited and BPESAM IV N Limited (**UPR Terms**).

2 Exercise of UPRs by Holder

Under clause [4/5] of Schedule 1 of the UPR Terms, the Holder gives notice to DRA that it exercises [insert number] of UPRs.

Date:

[Insert execution block for Holder]

Annexure B

UPR Certificate

To: DRA Global Limited
ACN 622 581 935
Level 8, 256 Adelaide Terrace
Perth, Western Australia 6000

1 UPR Certificate Number [insert]

This certificate certifies that the person named below is the registered holder of the number of UPRs specified below, subject to the Expiry Date, Strike Price and Maximum Cap specified below and the terms and conditions set out in Schedule 1 the Share Buy-Back Agreement dated [insert date] between and DRA Global Limited, ACN 622 581 935 (**DRA**), BPESAM IV M Limited and BPESAM IV N Limited (**UPR Terms**).

UPR Holder	Number of UPRs	Expiry Date	Strike Price (per UPR)	Maximum Cap (per UPR)
[name] [address]	[name]	31 December 2023	[A\$3.10]	[A\$6.50]

The UPRs are issued by DRA on and subject to the UPR Terms.

The UPR Terms are attached to and form part of this UPR Certificate.

Any of the above UPRs which remain unexercised at 5.00pm (Perth time) on the expiry date specified will lapse.

Signed by
DRA Global Limited
by

sign
here ►

Company Secretary/Director

sign here
►

Director

print
name

print
name
