

MINERAL RESOURCES LIMITED
ABN 33 118 549 910

EMPLOYEE SHARE PLAN TERMS AND CONDITIONS

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MINERAL RESOURCES LIMITED
EMPLOYEE SHARE PLAN TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In this Plan:

Application means a form of application by which Eligible Employees accept an Offer made by the Company.

Application Monies means the amount payable by the Eligible Employee for the Plan Shares under the Offer.

Application Period means the period, to be determined by the Board, within which any Application must be received by the Company.

Associate is defined in clause 2.3.

Board means the Board of Directors of the Company or a committee of them.

Bonus Issue means an allotment by the Company to its shareholders of ordinary shares credited as fully paid up, whether by way of capitalisation of profits or reserves or share premium account or capital redemption reserve fund or otherwise.

Class Order means ASIC Class Order 03/184 (or any amendment or replacement of that Class Order).

Company means Mineral Resources Limited (ACN 118 549 910).

Corporations Act means the Corporations Act 2001 (Cth).

Eligible Employee means an employee of the Company or any of its Subsidiaries or any other person determined by the Committee from time to time to be eligible under the Plan.

Employee has the meaning set out in section 221A of the Income Tax Assessment Act 1936.

Issue Price means the price at which a Plan Share is issued in accordance with clause 3 of these Terms and Conditions.

Listing Rules means the Listing Rules of the Australian Stock Exchange Limited as amended from time to time.

Offer means an offer made by the Company to an Eligible Employee to participate in the Plan.

Participant means an Eligible Employee or an Associate of an Eligible Employee who accepts an Offer to acquire shares under the Plan.

Plan means the plan established by these Terms and Conditions known as the Mineral Resources Limited Employee Share Plan.

Plan Shares means ordinary fully paid shares in the Company issued pursuant to the Plan.

Rights Issue means an offer or invitation by the Company made to the holders of fully paid ordinary shares in the capital of the Company (on a pro rata basis) to subscribe for

Securities of the Company (whether by way of renounceable or non-renounceable rights or otherwise) but does not include an offer or invitation to participate in a dividend reinvestment scheme.

Securities includes shares, stock, debentures, debenture stock, notes and any options to subscribe for the same.

Settlement Date means the date 5 Business Days after the end of the Application Period or such other date which the Board determines to be the date on which the Plan Shares will be issued and allotted.

Subsidiaries, has the same meaning as in the Corporations Act 2001 (Cth).

Terms and Conditions means these terms and conditions as amended from time to time.

- 1.2 Unless the context otherwise requires, words defined in the Listing Rules or in the Corporations Act will have the same meanings in this document.
- 1.3 Words denoting the singular shall include the plural and vice versa and words denoting one gender shall include all genders.

2. OFFER OF PLAN SHARES

- 2.1 The Company may, in its absolute discretion at any time and from time to time, make an Offer to any Eligible Employee (including any Eligible Employees who have previously received an Offer).

For the avoidance of doubt, nothing in these Terms and Conditions obliges the Company at any time to make an Offer, or further Offer, to any Eligible Employee.

- 2.2 Each Offer must be in writing and must specify (or alternatively, the documents accompanying the Offer must specify), amongst other things:

- (a) the entitlement of the Eligible Employee for which he or she may apply (as determined by the Directors having regard to the position of the employee) and the Issue Price in respect thereof or the manner in which the Issue Price is to be calculated;
- (b) the obligations of the Participant; and
- (c) the Application Period,

and must contain such other information and be accompanied by such other documents as may be required by law, the Class Order or the Listing Rules.

- 2.3 Any Offer made by the Company may be accepted by the Eligible Employee or by an associate of the Eligible Employee being:

- (a) the trustee of a trust under which the Eligible Employee or a relative of the Eligible Employee is a beneficiary;
- (b) a spouse, parent, sibling, or child of an Eligible Employee;
- (c) any body corporate in which a controlling interest is held by the Eligible Employee or by relatives of the Eligible Employee or by the Eligible Employee and relative of the Eligible Employee; or

- (d) such other person accepted by the Board as an associate of the Eligible Employee,

(collectively "Associate")

- 2.4 The Board may require the Eligible Employee or the Associate to provide any information that the Board requests concerning the person's entitlement to lodge an Application under this Plan.
- 2.5 Any Offer made by the Company may be accepted by the Eligible Employee or an Associate signing and returning to the Company the Application.
- 2.6 Any acceptance of an Offer will only be effective if received by the Company within the Acceptance Period.

3. ISSUE PRICE

Each Plan Share issued pursuant to an Offer will be issued and allotted by the Company at an Issue Price to be determined by the Board.

4. ACQUISITION OF PLAN SHARES

Upon receipt by the Company of an Application and Application Monies the Company must issue and allot those Plan Shares to the Participant by the Settlement Date.

5. RIGHTS OF PARTICIPANT IN RESPECT OF PLAN SHARES

A Participant will, from and including the Settlement Date be the legal owner of the Plan Shares issued or allotted under the Plan.

6. RIGHTS AND RESTRICTIONS ATTACHING TO PLAN SHARES

Each Plan Share shall be issued on the terms and conditions that it will rank pari passu with all issued fully paid ordinary Shares in the capital of the Company for voting rights and dividends, and will be entitled to participate in any Bonus Issues and Rights Issues made by the Company on the same basis as other issued fully paid ordinary shares in the Company from the date of issue.

7. RESTRICTION ON TRANSFER

- 7.1 A Participant in the Plan must not sell, transfer, assign, mortgage, charge or otherwise encumber a Plan Share issued under the Plan until the later of the following (to the extent applicable):
- (a) the repayment in full of any loan advanced by the Company to the Participant contemporaneously with the issue of the Shares under the Plan;
 - (b) the expiry of any service continuity period specified by the Company at the time of issue of the Plan Shares;
 - (c) the expiry of any restriction period imposed by the Company in order to comply with its obligations under the Corporations Act or as deemed appropriate by the Company at the time of issue of the Plan Shares; and

- (d) the satisfaction of any performance criteria specified by the Company at the time of issue of the Plan Shares,

7.2 The Directors in their discretion, may impose different time periods and performance criteria in relation to each Eligible Employee (in respect of different Offers for the same Eligible Employee), and to determine whether any such period or criteria has been satisfied in relation to any Plan Share issued under the Plan, or to waive that period or criteria in relation to that Plan Share.

7.3 If an Eligible Employee ceases to be an Eligible Employee during the period of any restriction imposed by the Company under clause 7.1, or the criteria imposed by the Company under clause 7.1 is not satisfied by the Eligible Employee, the Company may buy-back the Plan Shares the subject of the restriction under Part 2J.1 of the Corporations Act at a price equal to:

- (a) where the Plan Shares were issued for no cash consideration, the lesser of \$0,0001 each or the market price of the Plan Shares; or
- (b) where the Plan Shares were issued for cash consideration - the market price of the Plan Shares.

B. LIMIT ON NUMBER OF PLAN SHARES

The Company may not make an Offer under this Plan without complying with Chapter 6D of the Corporations Act at the time of the Offer, if at the time of the Offer the aggregate of:

- (a) the number of Plan Shares; and
- (b) the number of other shares (including unissued shares subject to options) issued under any other employee incentive scheme of the Company in the past 5 years,

but disregarding any offer made, or 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 Australia;
- (b) an offer that was an excluded offer or invitation within the meaning of the Corporations Act;
- (c) an offer that did not need disclosure to investors because of Section 708 of the Corporations Act; or
- (d) an offer made under a disclosure document,

exceeds the limit set out in the Class Order (currently 5%) or if the Offer does not otherwise comply with the terms and conditions set out in the Class Order.

9. STOCK EXCHANGE LISTING

The Company will apply for quotation of the Plan Shares on Australian Stock Exchange Limited as soon as practicable after the Plan Shares are issued (and in any event within 7 days of the issue of the Plan Shares), subject to and in accordance with arrangements for the time being subsisting with Australian Stock Exchange Limited.

10. ADMINISTRATION OF THE PLAN BY THE BOARD

10.1 The Plan will be administered by the Board in accordance with these Terms and Conditions.

10.2 The Board has the power to:

- (a) determine appropriate procedures for administration of the Plan consistent with its terms;
- (b) resolve conclusively all questions of fact or interpretation in connection with the Plan;
- (c) delegate the exercise of any of its powers or discretions arising under the Plan to any one or more persons for such period and on such conditions as the board may determine; and
- (d) suspend or terminate the Plan by giving written advice to Eligible Employees.

11. ALTERATIONS TO THE PLAN

The Company may by special resolution (or by a resolution of the Board if permitted by the Listing Rules, or otherwise as permitted by the Listing Rules) amend or add to these Terms and Conditions.

12. COMMENCEMENT OF THE PLAN

The Plan will take effect as and from the date the Plan is adopted by the Board.

13. GOVERNING LAW

The Terms and Conditions of this Plan shall be governed by and construed in accordance with the laws for the time being in force in Western Australia.