

## Secondary Trading Notice & Appendix 2A

### Secondary Trading Notice (the “Notice”) Pursuant to Paragraph 708A(5)(e) of the Corporations Act 2001 (the “Act”)

The Act restricts the on-sale of securities issued without disclosure, unless the sale is exempt under section 708 or 708A of the Act.

By giving this notice, a sale of shares (on conversion of incentive options) noted in the Appendix 2A dated 29 December 2020 and lodged on the ASX on that date (“Shares”) will fall within exemption in section 708A(5) of the Act.

The Company hereby notifies ASX under paragraph 708A(5)(e) of the Act that:

- (a) The Company has issued the Shares without disclosure to investors under Part 6D.2 of the Act;
- (b) as at the date of this Notice, the Company has complied with provisions of Chapter 2M of the Act as they apply to the Company, and section 674 of the Act; and;
- (c) as at the date of this Notice, there is no excluded information of the type referred to in sections 708A(7) and 708A(8) of the Act.

#### Authority by

This announcement has been authorised for release in accordance with the delegated authority of the Board of Resonance Health Limited.

#### For further Information please contact:

Agha Shahzad Pervez  
CFO/ Company Secretary, Resonance Health  
E: [aghas@resonancehealth.com](mailto:aghas@resonancehealth.com) P: +61 (0)8 9286 5300

## 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. <sup>1</sup>	Resonance Health 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>	ABN: 96 006 762 492
1.3	*ASX issuer code	RHT
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

<sup>1</sup> 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	29 December 2020
-----	----------------------------	------------------

## 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>	N/A

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>	78,048 fully paid ordinary shares

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>	See attached document								
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>	Yes								
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" data-bbox="339 969 1364 1115"> <thead> <tr> <th>Name of KMP</th><th>Name of registered holder</th><th>Number of +securities</th></tr> </thead> <tbody> <tr> <td>Agha Shahzad Pervez</td><td>Agha Shahzad Pervez</td><td>4,878</td></tr> <tr> <td>Alison Laws</td><td>Alison Laws</td><td>4,878</td></tr> </tbody> </table>	Name of KMP	Name of registered holder	Number of +securities	Agha Shahzad Pervez	Agha Shahzad Pervez	4,878	Alison Laws	Alison Laws	4,878
Name of KMP	Name of registered holder	Number of +securities								
Agha Shahzad Pervez	Agha Shahzad Pervez	4,878								
Alison Laws	Alison Laws	4,878								
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 type="checkbox"/> Other [provide details below]</p> <p><i>Additional details:</i></p> <p>N/A</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>	N/A								

2.2i	*Are these +securities being offered under a +disclosure document or +PDS? <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>	No
2.2i.1	*Date of +disclosure document or +PDS? <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". 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>	N/A
2.3	*The +securities to be quoted are: <i>Tick whichever is applicable</i>	<input checked="" type="checkbox"/> Additional +securities in a class that is already quoted on ASX ("existing class") <input type="checkbox"/> New +securities in a class that is not yet quoted on ASX ("new class")

### 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

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	N/A
3A.2	*Number of +securities to be quoted	N/A

### 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	RHT: Fully Paid Ordinary Shares
3B.2	*Number of +securities to be quoted	78,048
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	*Is the actual date from which the +securities will rank equally (non-ranking end date) known? <i>Answer this question if your response to Q3B.3a is "No".</i>	N/A
3B.3c	*Provide the actual non-ranking end date <i>Answer this question if your response to Q3B.3a is "No" and your response to Q3B.3b is "Yes".</i>	N/A

3B.3d	*Provide the estimated non-ranking end period <i>Answer this question if your response to Q3B.3a is "No" and your response to Q3B.3b is "No".</i>	N/A
3B.3e	*Please state the extent to which the +securities do not rank equally: <ul style="list-style-type: none"> <li>• in relation to the next dividend, distribution or interest payment; or</li> <li>• for any other reason</li> </ul> <i>Answer this question if your response to Q3B.3a is "No".</i> <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>	N/A

### 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

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	*Security type <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>	<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	ISIN code <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>	N/A
3C.4	*Number of +securities to be quoted	N/A
3C.5a	*Will all the +securities issued in this class rank equally in all respects from the issue date?	Yes or No
3C.5b	*Is the actual date from which the +securities will rank equally (non-ranking end date) known? <i>Answer this question if your response to Q3C.5a is "No".</i>	Yes or No
3C.5c	*Provide the actual non-ranking end date <i>Answer this question if your response to Q3C.5a is "No" and your response to Q3C.5b is "Yes".</i>	N/A



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>	N/A																		
3C.5e	<p>*Please state the extent to which the +securities do not rank equally:</p> <ul style="list-style-type: none"> <li>• in relation to the next dividend, distribution or interest payment; or</li> <li>• for any other reason</li> </ul> <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>	N/A																		
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>	N/A																		
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"> <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	<b>Ordinary fully or partly paid shares/units details</b> <i>Answer the questions in this section if you selected this security type in your response to Question 3C.2.</i>	
	<b>*+Security currency</b> <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>	N/A
	<b>*Will there be CDIs issued over the +securities?</b>	Yes or No
	<b>*CDI ratio</b> <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>	X:Y
	<b>*Is it a partly paid class of +security?</b>	Yes or No
	<b>*Paid up amount: unpaid amount</b> <i>Answer this question if answered "Yes" to the previous question.</i> <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> <i>The unpaid amount represents the unpaid or yet to be called amount on any security considered 'partly paid'.</i> <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>	X:Y
	<b>*Is it a stapled +security?</b> <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>	Yes or No
3C.9b	<b>Option details</b> <i>Answer the questions in this section if you selected this security type in your response to Question 3C.2.</i>	
	<b>*+Security currency</b> <i>This is the currency in which the exercise price is payable.</i>	N/A
	<b>*Exercise price</b> <i>The price at which each option can be exercised and convert into the underlying security.</i> <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>	N/A
	<b>*Expiry date</b> <i>The date on which the options expire or terminate.</i>	N/A
	<b>*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</b> <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>	N/A

3C.9c	<b>Details of non-convertible +debt securities, +convertible debt securities, or redeemable preference shares/units</b> <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>	
	<b>*Type of +security</b> <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
	<b>*+Security currency</b> <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>	N/A
	<b>Face value</b> <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>	N/A
	<b>*Interest rate type</b> <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
	<b>Frequency of coupon/interest payments per year</b> <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
	<b>First interest payment date</b> <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>	N/A
	<b>Interest rate per annum</b> <i>Answer this question if the interest rate type is fixed.</i>	% p.a.
	<b>*Is the interest rate per annum estimated at this time?</b> <i>Answer this question if the interest rate type is fixed.</i>	Yes or No
	<b>If the interest rate per annum is estimated, then what is the date for this information to be announced to the market (if known)</b> <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>	N/A

	<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>	N/A
	<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"> <li>• "s128F exempt" means interest payments are not taxable to non-residents;</li> <li>• "Not s128F exempt" means interest payments are taxable to non-residents;</li> <li>• "s128F exemption status unknown" means the issuer is unable to advise the status;</li> <li>• "Not applicable" means s128F is not applicable to this security</li> </ul>	<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>	N/A

	<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>	N/A
	<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>	N/A

## 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>	29 December 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>	AUD 16,000
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>	AUD 0.205
4.3	Any other information the entity wishes to provide about the issue	No

## 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	<p><b>*Quoted +securities</b> (total number of each +class of +securities quoted on ASX following the +quotation of the +securities the subject of this application)</p> <table border="1"> <thead> <tr> <th>ASX security code and description</th><th>Total number of +securities on issue</th></tr> </thead> <tbody> <tr> <td>RHT Fully paid ordinary Shares</td><td>447,373,933</td></tr> <tr> <td>Share issued pursuant to ESP</td><td>+ 78,048</td></tr> <tr> <td><b>Total Number of RHT Fully Paid Ordinary Shares</b></td><td><b>447,451,981</b></td></tr> </tbody> </table>	ASX security code and description	Total number of +securities on issue	RHT Fully paid ordinary Shares	447,373,933	Share issued pursuant to ESP	+ 78,048	<b>Total Number of RHT Fully Paid Ordinary Shares</b>	<b>447,451,981</b>
ASX security code and description	Total number of +securities on issue								
RHT Fully paid ordinary Shares	447,373,933								
Share issued pursuant to ESP	+ 78,048								
<b>Total Number of RHT Fully Paid Ordinary Shares</b>	<b>447,451,981</b>								

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
<b><u>Unlisted Options</u></b>	
Options exercisable at 0.03 on or before 9 March 2021	2,500,000
Options exercisable at 0.05 on or before 9 March 2021	2,650,000
Options exercisable at 0.075 on or before 9 March 2021	4,000,000
Options exercisable at 0.10 on or before 9 March 2021	2,250,000
Options exercisable at 0.10 on or before 1 January 2022	1,000,000
Options exercisable at 0.125 on or before 1 January 2022	1,000,000
Options exercisable at 0.10 on or before 13 June 2022	3,000,000
Options exercisable at 0.10 on or before 1 December 2022	200,000
Options exercisable at 0.15 on or before 28 November 2022	4,000,000
Options exercisable At \$0.175 on or before 28 November 2022	4,000,000
Options exercisable at \$0.20 on or before 28 November 2022	4,000,000

## Part 6 – Other Listing Rule requirements

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?	N/A
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>	N/A
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>	N/A
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>	Nil

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>	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>	Nil

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



**Resonance Health Limited**  
**ACN 006 762 492**

---

## **EMPLOYEE SHARE PLAN – TERMS AND CONDITIONS**

---

**STEINPREIS PAGANIN**   
Lawyers & Consultants

---

## TABLE OF CONTENTS

---

1.	DEFINITIONS AND INTERPRETATION .....	1
2.	PURPOSE AND COMMENCEMENT .....	4
3.	OFFER OF PLAN SHARES .....	4
4.	ACCEPTANCE OF OFFER .....	5
5.	ISSUE OF PLAN SHARES .....	6
6.	RIGHTS ATTACHING TO PLAN SHARES .....	7
7.	RESTRICTIONS ON DEALING IN PLAN SHARES .....	7
8.	BUYBACK OR SALE OF PLAN SHARES .....	8
9.	EXCEPTIONS TO DEALINGS AND SALE .....	9
10.	CAPITAL REORGANISATION .....	10
11.	BONUS AND RIGHTS ISSUES .....	10
12.	OVERRIDING RESTRICTIONS ON ISSUE .....	10
13.	TAKEOVER, SCHEME OR WINDING UP .....	10
14.	LIMIT ON NUMBER OF PLAN SHARES .....	10
15.	NO EFFECT ON EMPLOYMENT .....	11
16.	AMENDMENTS .....	11
17.	MISCELLANEOUS .....	12

---

## RESONANCE HEALTH LIMITED EMPLOYEE SHARE PLAN – TERMS AND CONDITIONS

---

The Directors are empowered to operate the Resonance Health Limited Share Plan (**Plan**) on the following terms and in accordance with the ASX Listing Rules (where applicable).

---

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Plan:

**Acceptance Form** means the acceptance form by which an Eligible Employee accepts an Offer for Shares, in substantially the same form as set out in Schedule 2, or as otherwise approved by the Company from time to time.

**Acceptance Date** means the last date for receipt of an Acceptance Form as specified in the relevant Offer.

**Associated Body Corporate** means:

- (a) a body corporate that is a related body corporate (as defined in the Corporations Act) of the Company;
- (b) a body corporate that has voting power in the Company of not less than 20%; and
- (c) a body corporate in which the Company has voting power of not less than 20%.

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means ASX Limited (ACN 008 624 691) or the Australian Securities Exchange, as the context requires.

**ASX Listing Rules** means the official Listing Rules of the ASX as they apply to the Company from time to time.

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

**Business Day** means a day on which banks are open for general banking business in Western Australia, excluding Saturdays, Sundays and public holidays in Western Australia.

**Change of Control** means:

- (a) a Takeover Bid for the Company's issued Shares is declared unconditional and the bidder has acquired a relevant interest in at least 50.1% of the Company's issued Shares;
- (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; or
- (c) 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 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 ASIC Class Order 14/1000 as amended or replaced.

**Closed Period** means a period when the Participant is prohibited from trading in the Company's securities by the Company's written policies.

**Closing Date** means the date on which an Offer is stated to close.

**Company** means Resonance Health Limited (ACN 006 762 492).

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

**Director** means any person occupying the position of a director of the Company or any Associate Body Corporate (including an alternate director or managing director appointed in accordance with the relevant constitution).

**Eligible Employee** means:

- (d) a Director (whether executive or non-executive) of the Company or any Associated Body Corporate;
- (e) a full or part time employee of the Company or any Associated Body Corporate;
- (f) a casual employee or contractor of the Company to the extent permitted by the Class Order; or
- (d) a prospective participant, being a person to whom the Offer is made but who can only accept the Offer if an arrangement has been entered into that will result in the person becoming an Eligible Employee under Rules (a), (b) or (c) above,

who is declared by the Board to be an Eligible Employee for the purposes of the Plan.

**Employee** has the meaning set out in the *Income Tax Assessment Act 1936* (Cth).

**Event of Insolvency** means:

- (a) a person is, or is deemed to be, insolvent, or is declared bankrupt; or
- (b) a liquidator, provisional liquidator, receiver, manager or administrator is appointed in respect of the person or any of the person's assets.

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

**Issue Date** in relation to particular Plan Shares, means the date on which the Plan Shares are issued.

**Issue Price** means the price at which the Company offers to issue a Plan Share to an Eligible Employee in accordance with clause 3.5.

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

**Offer Document** means an offer document in substantially the same form as set out in Schedule 1, or such other form as approved by the Board from time to time consistent with the Corporations Act and the Class Order.

**Participant** means an Eligible Employee who accepts an Offer and acquires Plan Shares under the Plan.

**Plan** means the plan established by these Terms and Conditions known as the Resonance Health Limited Employee Share Plan.

**Plan Share** means a Share issued pursuant to the Plan.

**Redundancy** means termination of the employment, office or engagement of a Participant due to economic, technological, structural or other organisational change where:

- (a) the Company (or Associated Body Corporate) does not require the duties and responsibilities carried out by the Participant to be carried out by anyone; or
- (b) the Company (or Associated Body Corporate) does not require the position held by the Participant to be held by anyone.

**Restriction Condition** means a condition set out in an Offer that must be satisfied (unless waived by the Board in its absolute discretion) before the Plan Shares to which the Restriction Condition applies can be sold, transferred, assigned, charged or otherwise encumbered.

**Restriction Period** means, in relation to a Plan Share, the period commencing on the date of issue of the Plan Share and ending on the date all Vesting Conditions that apply to that Plan Share (if any) are satisfied or waived.

**Retirement** means the voluntary cessation of employment of an Participant with the Company (and any Associated Body Corporate) by reason of the Participant having given notice of his or her intention to permanently leave the workforce.

**Severe Financial Hardship** means the Participant is unable to provide themselves, their family or other dependents with basic necessities such as food, accommodation and clothing, including as a result of family tragedy, financial

misfortune, serious illness, impacts of natural disaster and other serious or difficult circumstances.

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

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

**Share Payment** means, in respect of an Eligible Employee, an amount equal to the Issue Price multiplied by the number of Plan Shares accepted by the Eligible Employee in their Acceptance Form.

**Special Circumstances** means:

- (a) a Participant ceasing to be an Eligible Employee due to:
  - (i) death or Total or Permanent Disability of a Participant; or
  - (ii) Retirement or Redundancy of a Participant;
- (b) a Participant suffering Severe Financial Hardship;
- (c) any other circumstance stated to constitute "Special Circumstances" in the terms of the relevant Offer made to and accepted by the Participant; or
- (d) any other circumstances determined by the Board at any time (whether before or after the Offer) and notified to the relevant Participant which circumstances may relate to the Participant, a class of Participant, including the Participant or particular circumstances or class of circumstances applying to the Participant.

**Takeover Bid** means a takeover bid (as defined in the Corporations Act) to acquire Shares.

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

**Total and Permanent Disability** means that the Participant has, in the opinion of the Board, after considering such medical and other evidence as it sees fit, become incapacitated to such an extent as to render the Participant unlikely ever to engage in any occupation with the Company or its Associated Bodies Corporate for which he or she is reasonably qualified by education, training or experience.

**Vesting Condition** means, in respect of a Plan Share, a condition set out in an Offer that must be satisfied (unless waived in accordance with this Plan) before that Plan Share can be sold, transferred, assigned, charged or otherwise encumbered.

## 1.2 Interpretation

In this Plan, unless the context otherwise requires:

- (a) a reference to this Plan or this document means this document and includes any variation or replacement of it;
- (b) a reference to a statute, other law or the ASX Listing Rules includes

regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of it;

- (c) the singular includes the plural number and vice versa;
- (d) a reference to a gender includes a reference to each gender;
- (e) 'includes' means includes but without limitation;
- (f) where a word or phrase is given a defined meaning in this Plan, any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
- (g) a reference to an act includes an omission and a reference to doing an act includes executing a document;
- (h) a reference to a person includes the legal personal representative of that person and also corporations and other entities recognised by law;
- (i) a reference to a clause or paragraph is a reference to a clause or paragraph of this Plan, or the corresponding clause or Rules, as amended from time to time; and
- (j) a heading is for reference only and it does not affect the meaning or interpretation of this Plan.

---

## **2. PURPOSE AND COMMENCEMENT**

- (a) The Resonance Health Limited Employee Share Plan has been established as an initiative for creating a stronger link between employee performance and reward and increasing shareholder value by enabling Eligible Employees to have a greater involvement with, and share in, the future growth and profitability of the Company.
- (b) This Plan will commence on the date determined by the Board and will continue until terminated by the Board.
- (c) The Board may terminate the Plan at any time by resolution. Termination shall not affect the rights or obligations of a Participant or the Company which have arisen under the Plan before the date of termination and the provisions of the Plan relating to a Participant's Shares shall survive termination of the Plan until fully satisfied and discharged.

---

## **3. OFFER OF PLAN SHARES**

### **3.1 Making of Offers**

- (a) The Company may (acting through the Board) from time to time, in its absolute discretion, make an Offer to issue Plan Shares to any Eligible Employee (including an Eligible Employee who has previously received an Offer) upon such terms as the Board may determine, except that an Offer can only be made to a Director after the Company has first obtained any necessary shareholder approvals.
- (b) 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.

### **3.2 Offer Document**

An Offer must be made using an Offer Document.

### **3.3 Minimum Contents of Offer Document**

An Offer Document will advise the Eligible Employee of the following minimum information regarding the Plan Shares offered:

- (a) the maximum number of Plan Shares that the Eligible Employee may apply for, or the formula for determining the number of Plan Shares Rights that may be applied for;
- (b) the Issue Price of the Plan Shares, or the formula for determining the Issue Price;
- (c) any applicable Vesting Conditions;
- (d) the date by which an Offer must be accepted (**Closing Date**); and
- (e) any other information required by law or the ASX Listing Rules or considered by the Board to be relevant to the Plan Shares.

### **3.4 Number of Shares**

Subject to Rule 14, the number of Shares to be offered to an Eligible Employee from time to time will be determined by the Board in its discretion and in accordance with applicable law and the ASX Listing Rules.

### **3.5 Issue Price**

The Issue Price of the Plan Shares offered under an Offer shall be determined by the Board in its absolute discretion, which may be a nominal or nil amount.

### **3.6 Vesting Conditions**

A Plan Share may be made subject to Vesting Conditions as determined by the Board in its discretion and as specified in the Offer for the Plan Shares.

### **3.7 Deferred Taxation**

Subdivision 83A-C of the *Income Tax Assessment Act 1997* applies to the Plan except to the extent an Offer provides otherwise.

---

## **4. ACCEPTANCE OF OFFER**

### **4.1 Acceptance of Offer**

- (a) An Eligible Employee may accept an Offer made by the Company in whole or in part by signing and returning the Acceptance Form to the Company no later than the Acceptance Date together with payment in full of the Share Payment (if any) for those Plan Shares.

### **4.2 Board's right to reject**

- (a) The Board may accept or reject any Acceptance Form in its absolute discretion.



- (b) Before accepting or rejecting the Acceptance Form, the Board may require the Eligible Employee to provide any information that the Board requests concerning the person's entitlement to lodge an Acceptance Form under this Plan.
- (c) The Board must promptly notify an Eligible Employee if an Acceptance Form has been rejected, in whole or in part and must promptly refund any Share Payment paid by the Eligible Employee to the extent an Acceptance Form is rejected.

#### **4.3 Participant Agrees to be Bound**

An Eligible Employee, by submitting an Acceptance Form, agrees to be bound by the terms and conditions of the Offer and the Acceptance Form, the Plan and the Constitution of the Company, as amended from time to time.

#### **4.4 Lapse of Offer**

To the extent an Offer is not accepted in accordance with clause 4.1, the Offer will lapse on the date following the Acceptance date, unless the Board determines otherwise.

---

### **5. ISSUE OF PLAN SHARES**

#### **5.1 Issue of Plan Shares**

Within 15 Business Days (or such other period as required by the Corporations Act or the ASX Listing Rules) of the Company receiving from the Eligible Employee an Acceptance Form and cleared funds in payment of the Share Payment (if any), the Company must (unless and to the extent the Company has rejected the Eligible Employee's Acceptance Form):

- (a) issue the applicable Plan Shares to the Eligible Employee, upon the terms set out in the Offer, the Acceptance Form and the Plan and upon such additional terms and conditions as the Board determines;
- (b) despatch a share certificate or enter the Plan Shares in the Participant's uncertificated holding, as the case may be; and
- (c) unless the Plan Shares are subject to Vesting Conditions, apply for quotation on the ASX of Plan Shares issued under the Plan as soon as practicable after the Issue Date in accordance with the ASX Listing Rules.

#### **5.2 Approvals**

The Company's obligation to issue Plan Shares is conditional on:

- (a) the issue of the Plan Shares complying with all applicable legislation and the ASX Listing Rules; and
- (b) all necessary approvals required under any applicable legislation and the ASX Listing Rules being obtained prior to the issue of the Plan Shares.

#### **5.3 Closed Periods, Takeover Restrictions and Insider Trading**

If the issue of Plan Shares would otherwise fall within a Closed Period, or breach the insider trading or takeover provisions of the Corporations Act, the Company

may delay the issue of the Plan Shares until 10 Business Days following the expiration, as applicable, of the Closed Period or the day on which the insider trading or takeover provisions no longer prevent the issue of the Plan Shares.

#### **5.4 Withholding**

If a Participant is liable for tax, duties or other amounts on the issue of their plan Shares, and the Company is liable to make a payment to the appropriate authorities on account of that liability, unless the Participant and the Company agree otherwise, the Company must issue and sell such number of Plan Shares which would otherwise be issued and allocated to the Participant so that the net proceeds of sale equal the payment the Company is required to pay to the appropriate authorities.

---

### **6. RIGHTS ATTACHING TO PLAN SHARES**

- (a) A Participant will, from and including the Issue Date, be the legal owner of the Plan Shares issued under the Plan and will be entitled to dividends and to exercise voting rights attached to the Plan Shares.
- (b) Each Plan Share shall be issued on the same terms and conditions as the Company's issued Shares (other than in respect of transfer restrictions imposed by the Plan) and it will rank equally with all other issued Shares from the Issue Date except for entitlements which have a record date before the Issue Date.

---

### **7. RESTRICTIONS ON DEALING IN PLAN SHARES**

#### **7.1 Restriction Period**

- (a) Subject to Rule 7.1(b) and Rule 7.2, a Participant may not dispose or otherwise deal with any Plan Shares until the end of any Restriction Period applying to that Plan Share.
- (b) Rule 7.1(a) does not apply to any transfers of Shares by force of law, upon death, to the Participant's legal personal representative or, upon bankruptcy, to the Participant's trustee in bankruptcy.

#### **7.2 Restriction Period Exceptions**

Notwithstanding Rule 7.1, the Board may in its absolute discretion except in respect of clause 7.2(b), where any Restriction Period is deemed to be automatically waived, by written notice to a Participant, resolve to waive any Restriction Period (including any Vesting Condition) applying to Plan Shares due to:

- (a) Special Circumstances arising in relation to a Participant in respect of those Plan Shares;
- (b) a Change of Control occurring;
- (c) the Company passing a resolution for voluntary winding up, or an order is made for the compulsory winding up of the Company.

#### **7.3 Enforcement of Restriction Period**

- (a) The Company may implement any procedure it considers appropriate to restrict a Participant from dealing with any Plan Shares for as long as

those Plan Shares are subject to a Restriction Period.

- (b) The Participant agrees to:
- (i) execute an ASX restriction agreement in relation to the Plan Shares reflecting any Restriction Period applying to the Plan Shares under the Plan;
  - (ii) the Company lodging the share certificates for Plan Shares (where issuer sponsored) with a bank or recognised trustee to hold until the expiry of any Restriction Period applying to the Plan Shares or until the Plan Shares are otherwise released from restrictions (at which time the Company shall arrange for the share certificates to be provided to the Participant); and
  - (iii) the application of a Holding Lock over Plan Shares until any Restriction Period applying to the Plan Shares under the Plan has expired (at which time the Company shall arrange for the Holding Lock to be removed).

#### **7.4 Lapse of Restriction Period**

When a Restriction Period in respect of a Plan Share ends, all restrictions on disposing of or otherwise dealing or purporting to deal with that Plan Share provided in or under these Rules will cease.

#### **7.5 Hedging Prohibition**

A Participant must not enter into any arrangement for the purpose of hedging, or otherwise affecting their economic exposure, to their Plan Shares.

---

### **8. BUYBACK OR SALE OF PLAN SHARES**

#### **8.1 Unfulfilled Restriction Condition**

Where a Restriction Condition in relation to Plan Shares is not satisfied by the due date, or becomes incapable of satisfaction in the opinion of the Board, the Company must, unless the Restriction Condition is waived by the Board and subject to the Corporations Act and the ASX Listing Rules, either:

- (a) buy back and cancel the relevant Plan Shares within 12 months of the date the Restriction Condition was not satisfied (or became incapable of satisfaction) under Part 2J.1 of the Corporations Act at a price equal to the cash consideration paid by the Participant for the Plan Shares; or
- (b) arrange to sell the Plan Shares as soon as reasonably practicable either on the ASX or to an investor who falls within an exemption under Section 708 of the Corporations Act provided that the sale must be at a price that is no less than 80% of the volume weighted average price at which Shares were traded on the ASX on the 10 trading days up to and including the trading day before the sale date, and apply the sale proceeds (**Sale Proceeds**) in the following priority:
  - (i) the Company's reasonable costs in selling the Shares;
  - (ii) second, to the extent the Sale Proceeds are sufficient, to repay the Participant any cash consideration paid by the Participant made by or on behalf of the Participant. The Participant

acknowledges that the Company is not liable to repay the Participant any cash consideration except to the extent covered by the remaining Sale Proceeds; and

- (iii) lastly, any remainder to the Company to cover its costs of managing the Plan.

## **8.2 Ceasing Employment before Restriction Conditions satisfied**

Where the person who was initially offered the Plan Shares ceases to be an Eligible Employee and, at that time, there are Restriction Conditions in relation to those Plan Shares that are unsatisfied or are incapable of satisfaction in the opinion of the Board (and they are not waived), the Company must, subject to the Corporations Act and the ASX Listing Rules, buy back and cancel or sell the Plan Shares in accordance with clause 8.1 of this Plan.

## **8.3 Power of Attorney**

For the purposes of clause 8.1, the Participant irrevocably appoints each of the Company and each director of the Company severally as his or her attorney to do all things necessary to give effect to the buy back or sale of the Participant's Plan Shares including executing all documents and seeking or providing all necessary approvals and the Participant acknowledges and agrees that the power of attorney is given for valuable consideration (in the form of the Plan Shares).

---

# **9. EXCEPTIONS TO DEALINGS AND SALE**

## **9.1 Good leaver**

Notwithstanding clauses 7.1 and 8, where:

- (a) the Participant dies; or
- (b) the Eligible Employee to whom the Offer was originally made ceases to be employed as a result of:
  - (i) bona fide Retirement from the workforce (unless the Retirement happens within six (6) months of the date of the issue of the Plan Shares);
  - (ii) bona fide Redundancy; or
  - (iii) Total and Permanent Disability,

the Board may elect to waive any of the Restriction Conditions applying to the Participant's Plan Shares and permit the Participant (or their personal legal representative) to sell, transfer, assign, mortgage, charge or otherwise encumber the Participant's Plan Shares.

## **9.2 Fraud**

Where, in the opinion of the Board, acting reasonably, the Eligible Employee has acted fraudulently or dishonestly or is (or has been) in material breach of his or her obligations to the Company:

- (a) the Company may, following written notice to the Eligible Employee, buy back the Plan Shares issued to the Eligible Employee, whether or not

the Restriction Period for those Plan Shares has ended, in accordance with clause 8 of this Plan regardless of whether the Eligible Employee has paid cash consideration for the Plan Shares; and

- (b) where the Company has issued the Eligible Employee with a written notice under clause 9.2(a), and the Restriction Period for those Plan Shares has ended, the Eligible Employee may not sell, transfer, assign, mortgage, charge or otherwise encumber any of the Plan Share the subject of the written notice without the prior written consent of the Company.

---

## **10. CAPITAL REORGANISATION**

If there is any reorganisation of the issued capital of the Company (including any subdivision, consolidation, reduction, return or cancellation), the number of Plan Shares will be adjusted by the Board accordingly in line with the Corporations Act and the ASX Listing Rules at the time of the reorganisation.

---

## **11. BONUS AND RIGHTS ISSUES**

Subject to the Plan, a Participant, upon issue of Plan Shares, will enjoy all rights attaching to Shares of the Company.

---

## **12. OVERRIDING RESTRICTIONS ON ISSUE**

Notwithstanding the Rules or the terms of any Plan Share, no Plan Share may be offered or issued under the Plan if to do so:

- (a) would contravene the Corporations Act, the ASX Listing Rules or any other applicable law; or
- (b) would contravene the local laws or customs of an Eligible Employee's country of residence or in the opinion of the Board would require actions to comply with those local laws or customs which are impractical.

---

## **13. TAKEOVER, SCHEME OR WINDING UP**

The Board may, in its absolute discretion and subject to conditions, waive a Restriction Condition applying to a Plan Share where:

- (a) **(Takeover):** a Takeover Bid for the Company's issued Shares is declared unconditional and the bidder has acquired a relevant interest in at least 50.1% of the Company's issued Shares;
- (b) **(Compromise or Arrangement):** 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; or
- (c) **(Winding Up):** the Company passes a resolution for voluntary winding up or an order is made for the compulsory winding up of the Company.

---

## **14. LIMIT ON NUMBER OF PLAN SHARES**

The Company must take reasonable steps to ensure that the number of Plan

Shares offered by the Company under this Plan when aggregated with:

- (a) the number of Plan Shares issued during the previous 5 years under the Plan (or any other employee share plan extended only to Eligible Employees); and
- (b) the number of Shares that would be issued if each outstanding offer for Shares (including options to acquire unissued Shares) under any employee incentive scheme of the Company were to be exercised or accepted,

does not exceed 5% of the total number of Shares on issue at the time of an Offer (but disregarding any offer of Shares or option to acquire Shares that can be disregarded in accordance with the Class Order).

---

## **15. NO EFFECT ON EMPLOYMENT**

- (a) These Terms and Conditions do not form part of any contract of employment or appointment, or any arrangement in respect of any such employment or appointment, between an Eligible Employee and the Company, nor do they constitute a related condition or collateral arrangement to any such contract or arrangement.
- (b) Participation in the Plan and the Terms and Conditions will not in any way affect:
  - (i) the rights and obligations of an Eligible Employee under the terms under which he or she is employed or appointed; or
  - (ii) the right of the Company or an Associated Body Corporate to dismiss any Eligible Employee or to vary the terms of employment of any Eligible Employee.
- (c) The terms of an Eligible Employee's employment or appointment with the Company will not in any way affect the rights and obligations of a Participant under this Plan.
- (d) An Eligible Employee may not use his or her participation in the Plan or the rights or benefits as an Eligible Employee under the Terms and Conditions as grounds for seeking damages in any action brought by the Eligible Employee against the Company or an Associated Body Corporate whether in respect of any alleged wrongful dismissal or otherwise.

---

## **16. AMENDMENTS**

### **16.1 Power to amend Plan**

Subject to Rule 16.2, the Corporations Act and the ASX Listing Rules:

- (a) the Board may, at any time, by resolution amend or add to all or any of the provisions of the Plan, an Offer or the terms or conditions of any Plan Shares granted under the Plan; and
- (b) any amendment may be given such retrospective effect as is specified in the written instrument or resolution by which the amendment is made.

## **16.2 Adjustment to Plan Share Terms**

No adjustment or variation of the terms of a Plan Share will be made without the consent of the Participant who holds the relevant Plan Share if such adjustment or variation would have a materially prejudicial effect upon the Participant (in respect of his or her outstanding Plan Shares), other than an adjustment or variation introduced primarily:

- (a) for the purpose of complying with or conforming to present or future State, Territory or Commonwealth legislation governing or regulating the maintenance or operation of the Plan or like plans;
- (b) to correct any manifest error or mistake;
- (c) to enable the Company (or Associated Body Corporate) to comply with the Corporations Act, the ASX Listing Rules, applicable foreign law, or a requirement, policy or practice of the ASIC or other foreign or Australian regulatory body; or
- (d) to take into consideration possible adverse taxation implications in respect of the Plan, including changes to applicable taxation legislation or the interpretation of that legislation by a court of competent jurisdiction or any rulings from taxation authorities administering such legislation.

## **16.3 Notice of amendment**

As soon as reasonably practicable after making any amendment under Rule 16, the Board will give notice in writing of that amendment to any Participant affected by the amendment.

---

## **17. MISCELLANEOUS**

### **17.1 Rights and obligations of Participant**

- (a) The rights and obligations of an Eligible Employee under the terms of their office, employment or contract with the Company (or Associated Body Corporate) are not affected by their participating in the Plan. This Plan will not form part of, and are not incorporated into, any contract of any Eligible Employee (whether or not they are an employee of the Company (or Associated Body Corporate)).
- (b) No Participant will have any rights to compensation or damages in consequence of:
  - (i) the termination, for any reason, of the office, employment or other contract with the Company (or Associated Body Corporate) of the Participant where those rights arise, or may arise, as a result of the Participant ceasing to have rights under the Plan as a result of such termination; or
  - (ii) the forfeiture of Plan Shares in accordance with this Plan.
- (c) Nothing in this Plan, participation in the Plan or the terms of any Plan Share:
  - (i) affects the rights of the Company (or Associated Body Corporate) to terminate the employment, engagement or

office of an Eligible Employee or a Participant (as the case may be);

- (ii) affects the rights and obligations of any Eligible Employee or Participant under the terms of their employment, engagement or office with the Company (or Associated Body Corporate);
  - (iii) confers any legal or equitable right on an Eligible Employee or a Participant whatsoever to take action against the Company (or Associated Body Corporate) in respect of their employment, engagement or office;
  - (iv) confers on an Eligible Employee or a Participant any rights to compensation or damages in consequence of the termination of their employment, engagement or office by the Company (or Associated Body Corporate) for any reason whatsoever including ceasing to have rights under the Plan as a result of such termination; or
  - (v) confers any responsibility or liability on the Company (or Associated Body Corporate) or its directors, officers, employees, representatives or agents in respect of any taxation liabilities of the Eligible Employee or Participant.
- (d) If a Vesting Condition attached to a Share requires a Participant to remain an employee of the Company (or Associated Body Corporate), then the Participant will be treated as having ceased to be an employee of the Company (or Associated Body Corporate) at such time the Participant's employer ceases to be the Company (or Associated Body Corporate).

## **17.2 Power of the Board**

- (a) The Plan is administered by the Board which has power to:
- (i) determine appropriate procedures for administration of the Plan consistent with this Plan; and
  - (ii) delegate to any one or more persons, for such period and on such conditions as it may determine, the exercise of any of its powers or discretions arising under the Plan.
- (b) Except as otherwise expressly provided in this Plan, the Board has absolute and unfettered discretion to act, or refrain from acting, under or in connection with the Plan or any Plan Share under the Plan and in the exercise of any power or discretion under the Plan.

## **17.3 Dispute or disagreement**

In the event of any dispute or disagreement as to the interpretation of the Plan, or as to any question or right arising from or related to the Plan or to any Plan Share issued under it, the decision of the Board is final and binding.

## **17.4 ASIC relief**

- (a) Notwithstanding any other provisions of the Plan, every covenant or other provisions set out in an exemption or modification granted from time to time by ASIC in respect of the Plan pursuant to its power to



exempt and 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 that any covenant or other provision deemed by this Rule to be contained in the Plan is inconsistent with any other provision in the Plan, the deemed covenant or other provision shall prevail.

#### **17.5 Non-residents of Australia**

- (a) The Board may adopt additional rules of the Plan applicable in any jurisdiction outside Australia under which rights offered under the Plan may be subject to additional or modified terms, having regard to any securities, exchange control or taxation laws or regulations or similar factors which may apply to the Participant or to the Company (or Associated Body Corporate) in relation to the rights. Any additional rule must conform to the basic principles of the Plan.
- (b) When a Plan Share 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 securities, exchange control or taxation laws or regulation or similar factors which may apply to the Participant or to the Company (or Associated Body Corporate) in relation to the Plan Share.

#### **17.6 Communication**

- (a) Any notice or other communication under or in connection with the Plan may be given by personal delivery or by sending the same by post or facsimile:
  - (i) in the case of a company, to its registered office;
  - (ii) in the case of an individual, to the individual's last notified address; or
  - (iii) where a Participant is a Director or employee of the Company (or Associated Body Corporate), either to the Participant's last known address or to the address of the place of business at which the Participant performs the whole or substantially the whole of the duties of the Participant's office of employment.
- (b) Where a notice or other communication is given by post, it is deemed to have been received 48 hours after it was put into the post properly addressed and stamped. Where a notice or other communication is given by facsimile, it is deemed to have been received on completion of transmission. Where a notice is given by electronic transmission, the notice is taken to have been received at the time the electronic transmission is sent.

#### **17.7 Attorney**

Each Participant:

- (a) irrevocably appoints the Company and any person nominated from time to time by the Company (each an attorney), severally, as the Participant's attorney to complete and execute any documents, including applications for Shares and Share transfers, and to do all acts

or things on behalf of and in the name of the Participant which may be convenient or necessary for the purpose of giving effect to the provisions of this Plan;

- (b) covenants that the Participant will ratify and confirm any act or thing done pursuant to this power;
- (c) releases each the Company (or Associated Body Corporate) and the attorney from any liability whatsoever arising from the exercise of the powers conferred by this Rule; and
- (d) indemnifies and holds harmless the Company (or Associated Body Corporate) and the attorney in respect thereof.

## **17.8 Costs and Expenses**

The Company will pay all expenses, costs and charges in relation to the establishment, implementation and administration of the Plan, including all costs incurred in or associated with the issue or purchase of Shares for the purposes of the Plan.

## **17.9 Adverse Tax**

- (a) Where a Participant may suffer an adverse taxation consequence as a direct result of participating in the Plan that was not apparent to the Participant or the Company at the time the Participant was issued Shares under the Plan, the Board may, in its absolute discretion, agree to compensate the Participant in whole or in part.
- (b) For the avoidance of doubt, a tax liability on a gain arising from the difference between share sale proceeds received by the Participant and the Share Payment for the corresponding number of Shares shall not be considered an adverse taxation consequence.

## **17.10 Data protection**

By lodging an Acceptance Form, each Participant consents to the holding and processing of personal data provided by the Participant to the Company (or Associated Body Corporate) for all purposes relating to the operation of the Plan. These include, but are not limited to:

- (a) administering and maintaining Participants' records;
- (b) providing information to trustees of any employee benefit trust, registrars, brokers or third-party administrators of the Plan;
- (c) providing information to future purchasers of the Company or the business in which the Participant works; and
- (d) transferring information about the Participant to a country or territory outside Australia.

## **17.11 Error in Allocation**

If any Shares are provided under this Plan in error or by mistake to a person (**Mistaken Recipient**) who is not the intended recipient, the Mistaken Recipient shall have no right or interest, and shall be taken never to have had any right or interest, in those Shares and those Shares will immediately be forfeited.

#### **17.12 No fiduciary capacity**

The Board may exercise any power or discretion conferred on it by this Plan in the interest or for the benefit of the Company, and in so doing the Board is not required to act in the interests of another person or as requested by another person and will not be under any fiduciary obligation to another person.

#### **17.13 ASX Listing Rules**

While the Company remains admitted to the ASX, the provisions of the ASX Listing Rules of the ASX will apply to the Plan, and to the extent that the Plan and the ASX Listing Rules are inconsistent, the provisions of the ASX Listing Rules will prevail.

#### **17.14 Enforcement**

This Plan and any determination of the Board made pursuant to this Plan will be deemed to form a contract between the Company and the Participant.

#### **17.15 Laws governing Plan**

- (a) This Plan, and any Performance Rights issued under it, are governed by the laws of Western Australia and the Commonwealth of Australia.
- (b) The Company and the Participants submit to the non-exclusive jurisdiction of the courts of Western Australia.