

TERMS AND CONDITIONS OF THE
AMBERTECH LIMITED
ACN 079 080 158

EMPLOYEE SHARE OPTION PLAN

The terms and conditions of the Ambertech Limited Employee Share Option Plan are as follows:

1. **DEFINITIONS**

“ASIC” means the Australian Securities and Investments Commission.

“Associated Body Corporate” means each:

- (a) related body corporate of the Company, within the meaning of section 50 of the Corporations Act;
- (b) body corporate that has voting power in the Company of not less than 20%; or
- (c) body corporate in which the Company has voting power of not less than 20%, where "voting power" has the meaning in section 610 of the Corporations Act.

“ASX” means the Australian Securities Exchange.

“Bonus Date” means any date after the Issue Date and before exercise or expiry of the Outstanding Options, on which entitlements are ascertained for holders of Shares to participate in any Bonus Issue by the Company.

“Bonus Issue” means a Pro-Rata Issue of Shares to holders of Shares for which no consideration is payable by them.

“Business Day” has the meaning given to that term in the Listing Rules.

“Casual Employee”, in relation to the Company or an Associated Body Corporate, means an individual who is, or might reasonably be expected to be, engaged to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with the body.

“Change of Control Event” means a person, or a group of associated persons, purchasing or otherwise acquiring voting power in 50% or more of the Shares in the Company, (occurring only after the Shares in the Company have become listed on a recognised public stock exchange) other than in circumstances where a holding company acquires 100% of the Shares in the Company pursuant to clause 14 of this Option Plan.

“Class Order” means ASIC Class Order CO 14/1000 as amended from time to time.

“Committee” means the Committee of directors of the Company from time to time.

“Company” means Ambertech Limited ACN 079 080 158.

“Constitution” means the constitution of the Company as amended from time to time.

“Contractor”, in relation to the Company or an Associated Body Corporate, means:

- (a) an individual with whom the body has entered into a contract for the provision of services under which the individual performs work for the body; or
- (b) a company with whom the body has entered into a contract for the provision of services under which an individual, who is a director of the company or their spouse, performs work for the body,

where the individual who performs the work under or in relation to the contract is, or might reasonably be expected to be, engaged to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with the body.

“Corporations Act” means *Corporations Act 2001* (Cth).

“Eligible Employee” means any person who is employed on a full-time, part-time or Casual basis by, or is an executive or non-executive director or a Contractor of, the Company or any Associated Body Corporate of the Company whom the Remuneration Committee determines is eligible to participate in the Option Plan.

“Exercise Notice” means a notice substantially in the form of Schedule 1.

“Exercise Price” means the price determined by the Remuneration Committee and contained in the Offer Document between the Company and the Eligible Employee.

“Expiry Date” in relation to an Option means the date in accordance with clause 6 of this Option Plan.

“Immediate Family Member” has the meaning given to that term in section 9 of the Corporations Act.

“Issue Date” in relation to an Option means the date on which an Option is issued by the Company and as set out in the Offer Document.

“Liquidity Event” means any resolution by the directors or shareholders of the Company to sell all or part of the assets or business of the Company or any related body corporate of the Company or to accept an offer to acquire all or part of the issued shares in the Company.

“Listing Rule” means the official listing rules of ASX.

“Offer Document” means an offer document given to an Eligible Employee by the Company setting out the number of Options offered to the Eligible Employee, the Issue Date, the Exercise Price, the exercise date and any other specific terms relevant to those Options, as set out in the form of Schedule 2.

“Option holder” means the person registered in the Company’s register of Option holders as the holder of Options.

“Option” means options over unissued Shares issued pursuant to this Option Plan.

“Option Plan” means the Amber Technology Limited Employee Share Option Plan constituted by these terms and conditions.

“Outstanding Options” means, in relation to an Option holder, Options, which remain, unexercised from time to time.

“Redundancy or Redundant” means where the job roles and responsibilities of an Eligible Employee within the Company or any of its Associated Bodies Corporate become redundant and as a result the Eligible Employee’s employment with the Company or any of its Associated Bodies Corporate is terminated whether voluntary or involuntarily.

“Remuneration Committee” means any person or persons appointed by the Committee to administer the Option Plan.

“Shares” means fully paid ordinary shares in the capital of the Company.

2. INTERPRETATION

In these terms and conditions, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of these terms and conditions;
- (b) the singular includes the plural and vice versa;
- (c) the word “person” includes a firm, body corporate, unincorporated association and governmental authority;

- (d) a reference to any statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (g) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (h) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (i) a reference to a currency is a reference to Australian currency unless otherwise indicated;
- (j) a reference to a time is a reference to the time in Sydney, Australia; and
- (k) an expression defined in, or given a meaning for the purposes of, the Corporations Act has the same meaning where used in these terms and conditions.

3. **OPTION ENTITLEMENT**

- 3.1 The Remuneration Committee may determine the Eligible Employees who are entitled to participate in the Option Plan. The Remuneration Committee may offer Options in accordance with the terms and conditions in this Option Plan and as provided in the Offer Document.
- 3.2 The Remuneration Committee will not offer or issue Options to any Eligible Employees if at the time of the proposed offer it would cause the Company to exceed any thresholds set out in any applicable ASIC Class Order, including the Class Order, and any thresholds set out in the Listing Rules.
- 3.3 Subject to clauses 5, 8 and 9, each Option entitles the Option holder to subscribe for one Share at the Exercise Price.
- 3.4 When an offer of Options is granted to an Eligible Employee the Company must provide the Eligible Employee with an Offer Document for options in the form of Schedule 2 and in compliance with the Listing Rules, the Corporations Act and the Class Order,
- 3.5 Any offer is only accepted when the Offer Document is signed by the Eligible Employee and returned to the Company within five Business Days.
- 3.6 To the extent that there is any inconsistency between this Option Plan and the Offer Document, then the Offer Document shall prevail.

4. **DURATION OF OPTIONS**

- 4.1 The Options expire at 5.00 pm on the Expiry Date.
- 4.2 Options not exercised on or before 5.00 pm on the Expiry Date automatically lapse.

5. **EXERCISE OF OPTIONS**

- 5.1 Subject to satisfying all conditions attached to the Options as referred to in clause 5.2 of this Plan, an Option holder whose exercise of Options would not be in breach of clause 13 may, exercise the Options during any period following the date all of the relevant conditions are satisfied and on any terms specified in the Offer Document, in whole or in part by lodging with the Company Secretary of the Company:

- (a) a copy of the Offer Document;
 - (b) a duly completed and signed Exercise Notice in accordance with Schedule 1; and
 - (c) the subscription money for the relevant Shares, being the number of Options specified in the Exercise Notice multiplied by the Exercise Price as determined by the Remuneration Committee and contained in the Offer Document.
- 5.2 The Options granted to eligible employees may be exercised where all of the following conditions are satisfied:
 1. The employee remains employed by the Company for a minimum period of one year from the date of the Offer Document; and
 2. All of the conditions as determined by the Remuneration Committee and as are provided in clause 2 of the Offer Document are satisfied; and
 3. The Options have not been forfeited as provided in clause 13,
- 5.3 Subject to clause 5.5, In addition to anything else provided in this Option Plan and in an Offer Document, where any Options granted under the Option Plan and an Offer Document do not provide a real risk of forfeiture (as defined for the purposes of the Division 83A of the *Income Tax Assessment Act 1997* (“**Income Tax Act**”), subdivision 83A-C of the *Income Tax Act* applies to the Option Plan and the Offer Document, subject to the requirements of the *Income Tax Act*.
- 5.4 Options awarded under an Offer Document are personal and not transferable otherwise than by will or the laws of intestacy and may be exercised during the Eligible Employee’s lifetime only by the Eligible Employee.
- 5.5 Prior to being awarded an Eligible Employee may renounce a proposed offer under the Option Plan in favour of a person covered by one of the following subclauses, in such a case the Eligible Employee undertakes to obtain their own tax advice in regard to such a renouncement, however the Remuneration Committee reserves the absolute discretion to refuse to issue Options to the proposed nominee:
 - (a) an Immediate Family Member of the Eligible Employee;
 - (b) a company whose members comprise no persons other than the Eligible Employee or Immediate Family Members of the Eligible Employee; or
 - (c) a corporate trustee of a self-managed superannuation fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993*) where the Eligible Employee is a director of the trustee.
- 5.6 Options awarded to a nominee of an Eligible Employee, as provided in clause 5.5, are personal and not transferable otherwise than by will or the laws of intestacy and may be exercised by the nominee of the Eligible Employee only.
6. **EXPIRY DATE**
- 6.1 The Options expire at the earlier of:
 - (a) five years after the Issue Date of the Options; or
 - (b) where the Eligible Employee is dismissed by the Company or any of its Associated Bodies Corporate by reason of committing an act of fraud, defalcation or gross misconduct in relation to the affairs of the Company, its subsidiaries or any of its Associated Bodies Corporate (whether or not charged with an offence) or by reason of being in breach of the restrictions contained in the employment contract between the Eligible Employee and the

Company or any of its Associated Bodies Corporate, the day the Eligible Employee is dismissed; or

- (c) where the Eligible Employee dies while in the employ of the Company or any of its Associated Bodies Corporate, the Eligible Employee's estate, or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of the Eligible Employee, may exercise the Options at any time during the period of one year following the date of the Eligible Employee's death; or
- (d) where the Eligible Employee is made Redundant by the Company or any of its Associated Bodies Corporate, the Eligible Employee may exercise the Options at any time during the period of one year from the date of Redundancy; or
- (e) where the Eligible Employee's employment with the Company or any of its Associated Bodies Corporate is voluntarily terminated by the Eligible Employee, the Eligible Employee may exercise the Options at any time during the period of 90 days from the date of the Eligible Employee's termination; or
- (f) if the Eligible Employee's employment with the Company or any of its Associated Bodies Corporate terminates by reason of normal retirement at or after the age of 60, the Eligible Employee may exercise the Options at any time during the period of one year following such retirement. If the Eligible Employee dies after such retirement, the Options may be exercised by the Eligible Employee's estate (or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of the Eligible Employee) for the balance of the one-year period; or

such later date as contained in the Eligible Employee's Offer Document.

7. CANCELLATION OF OPTION

- 7.1 If at any time prior to the exercise by the Option holder of any Outstanding Options there is an issue of options ("new options") to the Eligible Employee by a company in connection with the acquisition of all or part of the Shares in the Company or a share in a related body corporate or the assets of the Company or related body corporate, the Outstanding Options will be cancelled at the time of the issue of the new options.
- 7.2 Notwithstanding any other provision of the Option Plan, the Remuneration Committee may cancel an Option if, at any time, an Eligible Employee is in breach of any terms and conditions of employment of that Eligible Employee.

8. BONUS ISSUES & RECONSTRUCTION

- 8.1 Subject to the Listing Rules, on each Bonus Date, each Outstanding Option confers on the Option holder the right to receive, on exercise of those Outstanding Options, not only one Share for each of the Outstanding Options exercised but also the additional Shares and/or other securities the Option holder would have received had the Option holder participated in that bonus issue as a holder of Shares of a number equal to the Shares that would have been allotted to the Option holder had the Option holder exercised those Outstanding Options immediately before that Bonus Date.
- 8.2 In the event of any reconstruction (including consolidation, subdivision, reduction, capital return, buy-back or cancellation) of the issued capital of the Company the number of Options to which each Eligible Employee is entitled or the Exercise Price of the Options or both as appropriate will be adjusted pursuant to clause 14 and the Listing Rules.

9. PARTICIPATION IN NEW ISSUES

- 9.1 Outstanding Options do not carry the right to participate in any new issues of securities by the Company.
- 9.2 Subject to the Listing Rules, an Eligible Employee is only entitled to participate (in respect of Options issued under the Option Plan) in a new issue of Shares to existing shareholders generally if the Eligible Employee has validly exercised his or her Options prior to the Expiry Date and become a shareholder prior to the relevant record date, and is then only entitled to participate in relation to Shares of which the Eligible Employee is the registered holder.

10. EQUAL RANKING

- 10.1 Subject to clause 10.2, any Shares allotted pursuant to any exercise of the Options rank equally in all respects with other Shares of the Company on issue at the date of allotment.
- 10.2 Where any Shares are allotted pursuant to the exercise of Options during a period in respect of which a dividend is declared, the holder of those Shares is only entitled to receive the dividend where the Shares were allotted on or before the relevant dividend entitlement date.

11. COMPLIANCE WITH LAW AND ORDERS

- 11.1 An Option holder must not exercise any of its Options to have Shares issued to it and no purported exercise has any effect, if in doing so it would be in breach of, or would cause the Company or its related bodies corporate to be in breach of:
- (a) any provision of the *Foreign Acquisitions and Takeovers Act 1975* (Cth);
 - (b) any undertaking given by the Company to the Foreign Investment Review Remuneration Committee at the request of the Foreign Investment Review Remuneration Committee from time to time;
 - (c) the Listing Rules;
 - (d) the Corporations Act; or
 - (e) any other applicable law or regulations.
- 11.2 For the purposes of clause 11.1, references to the Foreign Acquisitions and Takeovers Act mean the relevant Act as it may be amended or modified or replaced by another act dealing with similar subject matter.

12. CALCULATIONS

- 12.1 Any calculations or adjustments which are required to be made for the purpose of determining the Exercise Price or the number of the Option holder's Outstanding Options must be made by the auditors (if applicable) or a certified practicing accountant of the Company and will in the absence of manifest error, be final, conclusive and binding on the Option holder.
- 12.2 The Company must notify an Option holder of any adjustment made to the Exercise Price or the number of the Option holder's Outstanding Options within 10 Business Days after the date of the adjustments.

13. FORFEITURE

- 13.1 An Eligible Employee will forfeit any right or interest in any Outstanding Options under the Option Plan to the Company if:
- (a) he or she ceases to be an Eligible Employee at a time when the Eligible Employee is not entitled to exercise such Outstanding Options; or

- (b) the Eligible Employee has in the opinion of the Remuneration Committee been:
- (i) dismissed with cause; or
 - (ii) has committed an act of fraud, defalcation, or gross misconduct in relation to the affairs of the Company, its subsidiaries or any of its Associated Bodies Corporate (whether or not charged with an offence); or
 - (iii) has breached a restriction contained in the employment contract between the Eligible Employee and the Company or any of its Associated Bodies Corporate; and

the Remuneration Committee directs that such Outstanding Options are to be forfeited.

- 13.2 The Eligible Employee will automatically forfeit any Shares that the Eligible Employee has acquired pursuant to an Offer Document between the Company and the Eligible Employee if the Eligible Employee has in the opinion of the Remuneration Committee been:

- (i) dismissed with cause; or
- (ii) has committed an act of fraud, defalcation, or gross misconduct in relation to the affairs of the Company, its subsidiaries or any of its Associated Bodies Corporate (whether or not charged with an offence); or
- (iii) has breached a restriction contained in the employment contract between the Eligible Employee and the Company or any of its Associated Bodies Corporate; and

the Remuneration Committee directs that such Shares are to be forfeited.

- 13.3 The Eligible Employee will automatically forfeit any right or interest in any Outstanding Options under the Option Plan and any Shares that the Eligible Employee has acquired pursuant to an Offer Document between the Company and the Eligible Employee if he or she ceases to be an Eligible Employee within the first three months of the Issue Date of the Options.

- 13.4 The Eligible Employee will be required to hand over the share certificate(s) representing the shares acquired under an Offer Document between the Eligible Employee and the Company to the Company on the request of the Company pursuant to this clause.

14. **RECAPITALISATION AND REORGANISATION**

- 14.1 The existence of the Option Plan and Options issued hereunder shall not affect in any way the right or power of the Remuneration Committee or the shareholders of the Company to make or authorise any adjustment, recapitalisation, reorganisation or other change in the Company's capital structure.

- 14.2 If the Company recapitalises, reclassifies its issued or unissued capital or otherwise changes its capital structure (including the transfer of all issued shares in the Company to a 100% holding company), the number and class of shares covered by an Option issued shall be adjusted so that such Options shall thereafter cover the number and class of shares and/or securities to which the Option holder would have been entitled had the Option holder been issued Options in the Company after the recapitalisation/ reorganisation in accordance with the Listing Rules.

15. ADMINISTRATION AND AMENDMENT

This Option Plan will be administered by the Remuneration Committee who has the power to:

- (a) determine procedures from time to time for administration of this Option Plan consistent with the terms and conditions of the Option Plan;
- (b) amend or modify the terms and conditions of the Option Plan;
- (c) subject to clause 12.1, resolve conclusively all questions of fact or interpretation arising in connection with this Option Plan;
- (d) determine matters falling for determination under the Option Plan in the Remuneration Committee's discretion having regard to the interests of and for the benefit of the Company;
- (e) exercise the discretions conferred on the Remuneration Committee by the Option Plan or which may otherwise be required in relation to the Option Plan; and
- (f) delegate to any one or more persons, for any period and on any conditions determined by the Remuneration Committee, the exercise of any of the Remuneration Committee's powers or discretions arising under this Option Plan.

16. REPLACEMENT OF CERTIFICATES

If any Offer Document is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the registered office of the Company on payment by the claimant of the expenses incurred in connection with the replacement and on any terms as to evidence, indemnity and security as the Company may reasonably require. Mutilated or defaced Offer Documents must be surrendered before replacements will be issued.

17. NOTICES

Any notice regarding the Options will be sent to the registered address of the Option holder as recorded in the register of option holders maintained by the Company.

18. GOVERNING LAWS

The Option Plan and Offer Document are governed by and must be construed in accordance with the laws of New South Wales.

19. DUTIES AND TAXES

The Company is not responsible for any duties or taxes which may become payable in connection with the issue and allotment of Shares pursuant to an exercise of the Options or any other dealing with the Options or Shares.

20. NO ASSIGNMENT OF OPTIONS

The Options awarded may not be assigned, novated, disposed of, sold, transferred or encumbered in any way by the Option holder. Any such assignment, novation, disposal, sale, transfer or encumbrance of Options shall cause the Options to lapse immediately. This does not prevent the exercise in accordance with the terms and conditions of this Option Plan of Options by the estate of a deceased Option holder pursuant to clause 5.5, or a renouncement prior to the award of Options pursuant to clause 5.5.

21. MISCELLANEOUS

- 21.1 Except as otherwise provided in the Option Plan, the rights and obligations of an Eligible Employee under the terms of his or her employment with the Company or any of its Associated Bodies Corporate shall not be affected by his or her participation in the Option Plan.

- 21.2 The Option Plan shall not form part of or be incorporated into any contract of employment of any Eligible Employee with the Company or any of its Associated Bodies Corporate unless expressly stated and does not confer directly or indirectly on any Eligible Employee any legal or equitable right whatsoever against the Company or any of its Associated Bodies Corporate.
- 21.3 No Eligible Employee shall have any rights to compensation or damages in consequence of the termination of his or her employment for any reason whatsoever in so far as those rights arise from his or her ceasing to have rights under the Option Plan as a result of such termination.
- 21.4 Except as otherwise expressly provided by the Option Plan, the Remuneration Committee has absolute and unfettered discretion to act or refrain from acting under or in connection with the Option Plan or any Options under the Option Plan and in the exercise of any power or discretion in respect thereof and any decision made by the Remuneration Committee under this Option Plan shall be binding on the Eligible Employee.
- 21.5 In the event of any dispute or disagreement as to the interpretation of the Option Plan, or as to any question or right arising from or related to the Option Plan or to any Options under the Option Plan and in the exercise of any power or discretion in respect thereof any decision made by the Remuneration Committee under this Option Plan shall be binding on the Eligible Employee.