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# Chrysos Corporation

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## SHORT-TERM INCENTIVE PLAN RULES

Adopted by the Board on 13 April 2022.

The Plan is a discretionary benefit offered by Chrysos Corporation for the benefit of its employees. Its main purpose is to recognise and reward the contribution of employees to the achievement of Chrysos Corporation's annual business goals and performance through a cash incentive and share ownership. The Plan is an incentive for the employees' performance and commitment to the goals of the Chrysos Corporation.

Any benefit received under the Plan (including cash or shares) **do not** form part of salary for any purpose (except to any extent required by statute).

The Plan is being offered for the first time in 2022 and the Board of Chrysos Corporation in conjunction with the MD&CEO, shall have the right to decide, in its discretion, whether or not further awards will be granted in the future and to which employees those awards will be granted.



The detailed rules of the Plan are set out overleaf.

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## 1. Definitions and interpretation

### 1.1 In the Plan, unless the context otherwise requires:

"**ASX**" means ASX Limited ACN 008 624 691 or the stock exchange which it operates, as the context requires.

"**Board**" means the board of directors of the Company.

"**Business Day**" means a day that is not a Saturday, Sunday, bank holiday, or public holiday in South Australia, Australia.

"**Cause**" means termination:

- a. for a reason other than:
  - (i) the position of the Participant becoming Redundant; or
  - (ii) the Participant Retiring; or
  - (iii) the Participant being Totally and Permanently Disabled; or
  - (iv) the death of the Participant; or
  - (v) the Participant accepting an offer of employment made by the purchaser (or its related entity) of the whole or part of the business conducted by Group Company (through a share sale or other transaction) in which the Participant performs work within 30 days of completion of the purchase. or
- b. in circumstances where a Participant's employment terminates and the Participant does not execute, or the Board determines, whether before or after the termination, that in its sole and absolute opinion it is unlikely that the Participant will execute a deed of release or a similar document which provides for the preservation of rights in accordance with this Plan, in terms acceptable to the Board, in connection with that termination.

"**Change in Control**" means either a scheme of arrangement has been approved by the Company's shareholders or a bidder has at least 50% of the issued and to be issued Chrysos Corporation Shares under an unconditional takeover offer made in accordance with the *Corporations Act 2001*.

"**Chrysos Corporation Shares**" means shares issued in accordance with the Employee Equity Plan Rules.



**"Company"** means Chrysos Corporation Limited (registered in Australia with registered number ACN 008 485 014).

**"Company's Trading Policy"** means the Chrysos Corporation Trading Policy for dealing in securities of Chrysos Corporation or other entities by directors and senior Executives of the Group, as varied or replaced from time to time.

**"Control"** in relation to a Group Company, other than the Company, includes:

- (a) the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in the company;
- (b) the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the company;
- (c) the ability to exercise or control the exercise of the casting of a majority of the votes cast at the meetings of:
  - (i) the board; or
  - (ii) if the company has no board or if the board is not a primary internal governing body of the company, a primary internal governing body of the company; and
- (d) control, as defined in section 50AA of the *Corporations Act* 2001.

**"Eligible Employee"** means a person who:

- (a) commenced employment with a Participating Company on or before 31 March in the relevant Performance Period and who is selected to participate in the Plan at the discretion of the Board: and
- (b) on the Grant Date:
  - (i) is not serving a period of notice given by the company that employs them; and
  - (ii) is not subject to any disciplinary procedure or performance improvement procedures or circumstances exist which would warrant the termination of the person's employment for Cause, whether or not the company that employs the person is aware of those circumstance.

**"Employee"** means any Participant, Eligible Employee or any other employee of a Group Company.

**"Employee Equity Plan"** means the Company's Employee Equity Plan adopted and



approved by the Board on 16 March 2022.

**"Employee Equity Plan Rules"** means the rules governing the Employee Equity Plan (as amended from time to time).

**"Executive"** means an executive of the Company appointed by the Board to exercise its powers and discretions under these Rules.

**"Grant Date"** means the date a STI is granted to a Participant which must be no later than 3 months immediately following the end of the relevant Performance Period.

**"Group"** means the Company and all Group Companies.

**"Group Company"** means any related body corporate (as defined in the *Corporations Act 2001*) of the Company.

**"Invitation"** means a written invitation to an Eligible Employee under Rule 3.1 inviting that person to participate in the Plan.

**"KPI"** means key performance indicator.

**"Maximum STI Opportunity"** means the maximum amount payable under a STI Award as set out in the Invitation issued to an Eligible Employee and may be expressed as a monetary sum or as a percentage of the Eligible Employee's Salary for the Performance Period.

**"Participant"** means an Eligible Employee who has accepted an Invitation to participate in the Plan.

**"Participating Company"** means the Company, a Group Company or a company selected by the Board to be a Participating Company.

**"PAYG withholding"** means 'pay as you go' withholding tax as set out in Part 2-5 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

**"Payment Date"** means a date that is no later than 3 months immediately following the end of the relevant Performance Period (or such other date as may be determined by the Board due to the exercise by the Board of its discretion to defer payment of a Participant's STI Award).

**"Performance Period"** means a period of one financial year of the Company beginning on 1 July in one year and ending on 30 June in the following year.

**"Performance Targets"** means the targets determined by the Board and set out in the Invitation issued to an Eligible Employee. Such targets may include financial and non-financial targets, and targets in respect of individual, divisional, Company or Group performance.

**"Personal Information"** means information or an opinion (including information or an





opinion forming part of a database) that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**"Plan"** means the Chrysos Corporation Short-Term Incentive Plan as amended from time to time and operated in accordance with these Rules.

**"Chrysos Corporation Share"** means a fully paid ordinary share in the Company.

**"Redundant"** means a situation where a Participant's position ceases to exist or is substantially changed due to a variety of reasons including reorganisation, restructuring, change in business practice or strategy, technological change or downturn in business.

**"Retiring"** means where the Participant satisfies the Board that the Participant is genuinely retiring, having regard to, among other things, whether the Participant is likely to work full time in any capacity, including directorships or consultancy.

**"Rules"** means these rules which govern the Plan and **"Rule"** is a reference to one of them.

**"Senior Executive"** means the MD&CEO and executives reporting to the MD&CEO identified by the board as forming part of the senior leadership team.

**"Salary"** has the meaning determined by the Board or MD&CEO from time to time.

**"STI"** means an entitlement to a payment of a STI Award under the Plan subject to the Board's sole and absolute discretion and the satisfaction of applicable conditions (including Performance Targets).

**"STI Award"** means an amount payable to a Participant under the Plan (which may be satisfied in cash or shares at the absolute discretion of the Board).

**"Superannuation Guarantee Legislation"** includes the *Superannuation Guarantee Charge Act 1992* and the *Superannuation Guarantee (Administration) Act 1992*.

**"Target STI Opportunity"** means the target amount payable under a STI Award as set out in the Invitation issued to an Eligible Employee and may be expressed as a monetary sum or as a percentage of the Eligible Employee's Salary for the Performance Period.

**"Totally and Permanently Disabled"** means the Participant suffers an injury or illness, and in the Board's opinion, is unlikely to engage in any occupation for which they are reasonably suited by education, training or experience.

1.2 Any reference in the Plan to any enactment includes a reference to that enactment as from time to time modified, extended or re-enacted.

1.3 The singular includes references to the plural and vice versa. Words denoting the



masculinegender shall include the feminine.

- 1.4 Expressions in italics and headings are for guidance only and do not form part of the Plan.

## **2. Operation of the Plan**

### **2.1 Purpose**

The purpose of the Plan is to provide selected Eligible Employees with a tangible incentive to improve Company performance by paying STI Awards which are designed to reward the selected Eligible Employees for overall achievement of designated targets.

Selected Eligible Employees shall be granted STIs to be paid certain STI Awards under the Plan subject to Performance Targets and other conditions being satisfied. Each STI Award under this Plan is an annual 'at risk' bonus and forms part of 'Variable Remuneration' which is based on the principle that the relevant Eligible Employee's remuneration has an 'at risk' proportion of their remuneration directly linked to the Company's performance and the performance of the individual Eligible Employee.

The Plan rewards performance against a number of Performance Targets, including Business Performance measures (KPIs) and Personal Performance measures (KPIs), during the relevant Performance Period which are intended to represent the key priorities for the Eligible Employee for that Performance Period.

The Board (unless otherwise delegated per Rule 2.4) shall determine the amount of each STI Award payable to Participants following a review of the Company's financial information and performance review processes for the relevant Performance Period. STI Awards can be satisfied in cash or shares at the Board's discretion. The payment or satisfaction of STI Awards are at the sole and absolute discretion of the Board.

### **2.2 General**

The Plan must be operated in accordance with these Rules and shall operate on a Performance Period (i.e. financial year) basis.

### **2.3 Commencement**

The Plan will commence on the date that is determined by the Board (subject to approval of the Plan by the Company, if required).

### **2.4 Delegation**

- a. The Board has delegated the management and operation of the Plan to the MD&CEO for all roles other than the Senior Executive. Accordingly, any reference



to the Board in the Plan Rules is taken to be a reference to the MD&CEO (and vice versa) unless the context otherwise requires.

- b. For the Senior Executive, and unless specified by the Board, there is no delegation of decision rights or any powers.

### **3. Invitation to participate**

#### **3.1 Issuing Invitations and eligibility**

- a. From time to time the Board (or its delegated Executive/s) may, in its discretion, issue an Invitation to an Eligible Employee to participate in the Plan and acquire one or more STIs under the Plan.
- b. A STI granted under the Plan shall entitle the recipient Participant to be considered for the payment of a STI Award for the relevant Performance Period at the sole and absolute discretion of the Board and subject to satisfaction of any application conditions (including Performance Targets).

#### **3.2 Form of Invitation**

The Invitation may contain such material, and be on such terms and conditions, as the Board (or its delegated Executive/s) determines, but should include at least the following information:

- a. the date of the Invitation;
- b. the name of the Eligible Employee to whom the Invitation is addressed;
- c. the Grant Date of the STI offered to the Eligible Employee and the potential Payment Date of any STI Award which may become payable to the Eligible Employee;
- d. the nature of the STI/s and STI Award/s offered to the Eligible Employee including, without limitation, the Maximum STI Opportunity and the Target STI Opportunity;
- e. the Performance Targets and any criteria by which the Eligible Employee's performance shall be assessed;
- f. the relevant Performance Period during which the Eligible Employee's performance shall be assessed;
- g. any circumstances in which an Eligible Employee's entitlement under the STIs and/or STI Awards may be reduced or adjusted; and
- h. a copy of these Rules or details about how a copy of these Rules can be obtained.

#### **3.3 Acceptance of Invitation**

- a. Unless specified otherwise in the Invitation, an Eligible Employee will be deemed to have accepted an Invitation to participate in the Plan in accordance with the terms and conditions of the Invitation and these Rules unless they notify the Company in writing within 30 days of receiving an Invitation that they do not wish to accept the Invitation in full.
- b. An Eligible Employee cannot accept an Invitation in part.



- c. Any Eligible Employee who does not accept an Invitation in full to participate in the Plan will not be considered for a STI Award or receive a STI or any payment or other benefit in lieu.

### 3.4 Inconsistency

Subject to any applicable law, if there is any inconsistency between these Rules and an Invitation, the terms of the Invitation prevail to the extent of the inconsistency.

## 4. Maximum STI Opportunity, Target STI Opportunity, Performance Targets and Performance Period

The Maximum STI Opportunity, Target STI Opportunity, Performance Targets and Performance Period for each Participant shall be determined by the Board (or its delegated Executive/s) and set out in that Participant's Invitation.

### 4.1 Maximum STI Opportunity and Target STI Opportunity

The amount of a Participant's STI Award, Maximum STI Opportunity and Target STI Opportunity shall be determined by the Board (or its delegated Executive/s). For the avoidance of doubt, the payment or satisfaction of a STI Award is at the sole and absolute discretion of the Board (or its delegated Executive/s) including in circumstances where the Performance Targets have been satisfied.

### 4.2 Performance Targets

- a. The payment or satisfaction of a STI Award is subject to the achievement of its applicable Performance Targets and any other conditions determined by the Board (or its delegated Executive/s) and set out in the Participant's Invitation.
- b. Without limiting clause 4.2(a), Performance Targets shall be drawn from both the Company and individual level as follows:

#### (i) *Business Performance KPIs*

Business Performance KPIs are measures (whether financial or non-financial) that apply collectively to Participants.

Each of the KPIs must detail the standards of performance (i.e. the levels of achievement of each KPI) which shall be set at three tiers as follows:

- a. *Threshold* = 'near miss or close to target of the KPI'

The 'threshold' level represents the minimum acceptable level of performance that must be satisfied before any STI Award would be payable in relation to the KPI..

- b. *Target* = 'achieving the challenging but achievable KPI'



The 'target' level represents a satisfactory level of performance relative to past achievements and expected budgetary outcomes. Achievement of this level of performance is expected to occur regularly.

c. *Max* = 'stretch' or 'exceptional result'

The 'max' level represents a clearly outstanding and exceptional level of performance. Achievement of this level of performance is not expected to occur often.

(ii) *Individual Performance KPIs*

Individual Performance KPIs are measures that apply to individual Participants. The KPIs should create value for the Company and shareholders or mitigate significant risk.

Individual Performance KPIs should not be based around routine role deliverables such as achieving budget.

Each KPI must be specific, measurable, achievable, realistic and time-bound and must detail the standards of performance (i.e. the levels of achievement of each KPI) which shall be set at three tiers as follows:

a. *Threshold* = 'near miss or close to target of the KPI'

The 'threshold' level represents the minimum acceptable level of performance that must be satisfied before any STI Award would be payable in relation to the KPI.

b. *Target* = 'achieving the challenging but achievable KPI'

The 'target' level represents a satisfactory level of performance relative to past achievements and expected budgetary outcomes. Achievement of this level of performance is expected to occur regularly.

c. *Max* = 'stretch' or 'exceptional result'

The 'max' level represents a clearly outstanding and exceptional level of performance. Achievement of this level of performance is not expected to occur often.

Where managers and their reports have the same KPI, the detail for 'Threshold', 'Target' and 'Max' must be specific in terms of the Participant and their expected deliverables.

(iii) Without limiting clause 4.2(a), Performance Targets may also be allocated weightings to reflect the relative importance of each Performance Target.

### 4.3 Individual Performance KPI Changes



- a. If there are changes to role accountabilities or significant changes to Company priorities during the Performance Period, the Executive may seek approval to modify Performance Targets (including KPIs) to reflect the changes. Any change to the original Performance Targets (or KPIs) must be marked up and changes approved by the Board (or its delegated Executive/s).
- b. A request to change a Performance Target must be made as soon as the changed circumstances are known.

## **5. STI Award**

### **5.1 Consideration for STI Award**

- a. Subject to these Rules and unless the Board determines otherwise, a Participant is entitled to be considered by the Board for a STI Award after the end of a Performance Period provided the conditions set out in the Participant's Invitation for the relevant Performance Period have been satisfied.
- b. In circumstances where there is a dispute of any nature between a Participant and a Group Company, a Participant's actions or inactions may be relevant to an internal or external investigation, or the Board is of the opinion that such a dispute or investigation may arise, the Board may, in its discretion, defer consideration of whether a Participant is entitled to a STI Award after the end of a Performance Period if it considers it appropriate to do so.

### **5.2 Calculation of STI Award**

- a. Unless the Board (or its delegated Executive/s) determines otherwise under Rule 5.3, and subject to Rules 6, 7 and 8, the amount of a STI Award for a Participant will be determined by the Board in its discretion having regard to, among other things and without limitation, the extent (if at all) any Performance Targets have, in the Board's opinion, been satisfied over the Performance Period, and the Participant's Maximum STI Opportunity and Target STI Opportunity. The Board (or its delegated Executive/s) has no obligation to pay or satisfy any STI Award, including in circumstances where the Performance Targets have been satisfied.
- b. In assessing the extent to which any Performance Target has been met, the Board may adjust the Performance Targets or outcomes for the impact of factors during the Performance Period which, in the opinion of the Board (or its delegated Executive/s), are outside the reasonable control of a Participant.

### **5.3 Form of STI Award**

- a. A STI Award under this Plan can be paid or satisfied, at the Board's discretion, in:
  - (i) cash; or
  - (ii) Chrysos Corporation Shares; or
  - (iii) a combination of both cash and Chrysos Corporation Shares.
- b. The form of payment or satisfaction of a STI Award is at the sole and absolute



discretion of the Board (or its delegated Executive/s).

- c. For the purposes of the Plan, the value of Chrysos Corporation Shares shall be determined by the Board acting in good faith, or if the Company is listed on the ASX, the value of Chrysos Corporation Shares shall be the 5 (five) day Volume Weighted Average Price of Chrysos Corporation Shares traded on the ASX up to but excluding the valuation date (which is calculated by dividing the total value of Chrysos Corporation Shares traded by the total number of Shares traded for every transaction during a five-day trading period to calculate an average price for Chrysos Corporation Shares).
- d. Any Chrysos Corporation Shares issued under this Plan shall be bound by these Rules and the Employee Equity Plan Rules.
- e. If and for as long as the Company is listed on the ASX, the Company must apply for quotation on the official list of the ASX of any Chrysos Corporation Shares issued under this Plan.

#### **5.4 Timing of payment or satisfaction**

Subject to Rules 6 and 7 and unless the Board (or its delegated Executive/s) determines otherwise, the Company will pay or satisfy a STI Award no later than the Payment Date.

#### **5.5 STI Award Discretion**

Before a STI Award is paid or satisfied, the Board may determine in its discretion to reduce the amount of any STI Award (including to zero) for any reason the Board (or its delegated Executive/s) considers to be in the best interests of the Company or any Group Company.

### **6. Loss of STI Opportunity or STI Award**

#### **6.1 Loss of STI Opportunity or STI Award**

If, on or before the date on which the Board (or its delegated Executive/s) considers whether a Participant will receive a STI Award in accordance with Rule 5.1, or after the date the Board (or its delegated Executive/s) has issued a STI, but before the Payment Date:

- a. the Participant terminates their employment or gives notice of the termination of their employment for a reason other than:
  - (i) the Participant Retiring;
  - (ii) the Participant being Totally and Permanently Disabled;
  - (iii) the death of the Participant; or
  - (iv) the Participant accepting an offer of employment made by the purchaser (or its related entity) of the whole or part of the business



conducted by the Group Company (through a share sale or other transaction) in which the Participant performs work within 30 days of completion of the purchase;

- b. the Participating Company that employs the Participant terminates the employment of the Participant or gives notice of the termination of their employment, in either case for Cause; or
- c. the Participant is subject to any disciplinary procedure or performance improvement procedures or circumstances exist which would warrant the termination of the Participant's employment for Cause, whether or not the Participating Company that employs the Participant is aware of those circumstances,

the Participant will not be entitled to be considered for a STI Award, and to the extent required, shall automatically forfeit any right, title or interest to all STIs and STI Awards for no monetary consideration. Where a Participant has forfeited its STIs and STI Awards under this Rule, the Participant is not entitled to any payment or other benefit in lieu.

## **6.2 Loss of STI Award in circumstances of redundancy**

Without limiting the Board's (or its delegated Executive/s) discretion to reduce the amount of the Participant's STI Award, in circumstances where the Participant's employment with the Participating Company that employs them ceases on or after the date of which an STI Award is made, but before the Payment Date, as a result of the position of the Participant becoming Redundant, the Board (or its delegated Executive/s) may decide to reduce the amount of the Participant's STI Award to zero.

## **6.3 Loss of STI Award in circumstances of sale of business**

Without limiting the Board's (or its delegated Executive/s) discretion to reduce the amount of the Participant's STI Award, in circumstances where the Participant's employment with the Participating Company that employs them ceases on or after the date of which an STI Award is made, but before the Payment Date, as a result of the Participant accepting an offer of employment made by the purchaser (or its related entity) of the whole or part of the business conducted by the Group Company (through a share sale or other transaction) in which the Participant performs work within 30 days of completion of the purchase, the Board (or its delegated Executive/s) may decide to reduce the amount of the Participant's STI Award to zero.

## **7. Reduction of STI Opportunity**

### **7.1 Reduction of Maximum STI Opportunity and Target STI Opportunity**

Subject to Rule 7.2, if on or before the date on which the Board (or its delegated





Executive/s) considers whether a Participant will receive a STI Award in accordance with Rule 5.1, the Participant's employment with the Participating Company that employs them ceases as a result of:

- a. that company terminating the employment of the Participant for a reason other than for Cause; or
- b. the Participant terminating their employment for one of the following reasons:
  - (i) the Participant Retiring; or
  - (ii) the Participant being Totally and Permanently Disabled; or
  - (iii) the death of the Participant; or
  - (iv) the Participant accepting an offer of employment made by the purchaser (or its related entity) of the whole or part of the business conducted by the Group Company (through a share sale or other transaction) in which the Participant performs work within 30 days of the completion of the purchase,

the amount of the Participant's Maximum STI Opportunity and Target STI Opportunity will be reduced to no more than a pro rata amount to reflect the proportion of the year (in complete days) in which the Participant was employed and worked. For the avoidance of doubt any grant under this Rule 7 will otherwise be considered and, if relevant, made in accordance with and subject to these Rules.

## **7.2 Reduction of Maximum STI Opportunity and Target STI Opportunity in circumstances of redundancy**

Without limiting the general nature of Rule 7.1, in circumstances where the Participant's employment with the Participating Company that employs them ceases on or before the date on which the Board (or its delegated Executive/s) considers whether a Participant will receive a STI Award in accordance with Rule 5.1 as a result of the position of the Participant becoming Redundant, the Board (or its delegated Executive/s) may decide to reduce the amount of the Participant's Maximum STI Opportunity and Target STI Opportunity to zero.

## **7.3 Reduction of Maximum STI Opportunity and Target STI Opportunity in circumstances of sale of business**

Without limiting the general nature of Rule 7.1, in circumstances where the Participant's employment with the Participating Company that employs them ceases on or before the date on which the Board (or its delegated Executive/s) considers whether a Participant will receive a STI Award in accordance with Rule 5.1 as a result of the Participant accepting an offer of employment made by the purchaser (or its related entity) of the whole or part of the business conducted by the Group Company (through a share sale or other transaction) in which the Participant performs work within 30 days of completion of the purchase, the Board (or its



delegated Executive/s) may decide to reduce the amount of the Participant's Maximum STI Opportunity and Target STI Opportunity to zero.

## **8. Adjustment of STI Award**

If a Participant:

- (a) commences their employment during the Performance Period;
- (b) changes ordinary hours of work during the Performance Period;
- (c) changes in role at Chrysos Corporation during the Performance Period;
- (d) receives a Salary increase or decrease during the Performance Period; or
- (e) takes leave during the Performance Period in respect of which the Participant receives no or a reduced payment from the Participating Company which employs them,

any STI Award will, unless the Board (or its delegated Executive/s) determines otherwise, be based on the total Salary paid to the Participant in the Performance Period and not the annual Salary paid to the Participant at the time at which the amount of the STI Award is decided, paid or satisfied.

## **9. Transfer of employment between group companies**

For the purposes of this Plan, a transfer of employment between any two Group Companies will not be a termination of employment for the purposes of Rules 7 and 8, and this Plan will continue to apply to that Participant as if the Participant's employment with the two Group Companies was continuous. A transfer of employment between any two Group Companies means where the Participant commences employment with the second Group Company within 30 days of the termination of their employment with the first Group Company.

## **10. Variation and repayment of STI Awards (Clawback)**

To the extent permissible by applicable law and without limitation to Board's discretion, the Board (or its delegated Executive/s) may, in its sole and absolute discretion, recover the cash equivalent (assessed on a gross basis) of any benefit provided under a STI Award under this Plan including any cash payments made or Chrysos Corporation Shares issued to a Participant (Clawback).

Any cash payments or Chrysos Corporation Shares issued under a STI Award under this Plan remain subject to Clawback for a period of two years from the date of vesting, issuance or payment (as the case may be) even if the recipient Participant has ceased employed with a Group Company.

Where, in the reasonable opinion of the Board:

- (a) a Participant (or the corresponding Eligible Employee where that Participant is a Nominee of the Eligible Employee) at any time:



- a. acts, or has acted, fraudulently or dishonestly on behalf of any Group Company;
- b. acts, or has acted, in a manner that is detrimental to, or contrary to the interests of, any Group Company or has otherwise brought any Group Company into disrepute;
- c. is in material breach of their contractual or other legal or equitable duties as an employee or officer of any Group Company; or
- d. is convicted of an offence or has a judgment entered against them in connection with the affairs of any Group Company,

the Board (or its delegated Executive/s) may, in its absolute discretion, determine any of the following to ensure that no unfair benefit is derived by the Participant:

- (b) all or some of the Participant's Chrysos Corporation Shares issued under the STI Plan or as a result of the STI Award be automatically forfeited; and/or
- (c) the Participant must pay or repay (as applicable) to the relevant Group Company as a debt:
  - a. the value of all or part of the Participant's Chrysos Corporation Shares received as a result of an STI Award;
  - b. all or part of any dividends or other payments received on or in relation to Chrysos Corporation Shares issued under the Plan; and/or
  - c. all or part of the net proceeds of sale where Chrysos Corporation Shares issued under the Plan have been sold.

By accepting an Invitation in accordance with Rule 3, the Participant also agrees:

- a. to repay the cash equivalent (assessed on a gross basis) of cash payments made or Chrysos Corporation Shares issued to a Participant under a STI Award (as the case may be) in respect of which the Board (or its delegated Executive/s) notifies the Participant that it is exercising its Clawback right pursuant to this Rule 10;
- b. that such amount will become a debt due to the Company; and
- c. that debt will be payable by the Participant within a reasonable timeframe as notified to the Participant by the Board (or its delegated Executive/s).

## **11. Takeover and other corporate events**

### **11.1 Adjustment of Performance Period for Change in Control**

If there is a Change in Control during the Performance Period then, subject to Rule 11.3, the Performance Period will end on the date of such event and the amount of a STI Award, if any, will be determined for each Participant by reference to the extent to which the relevant Performance Targets have, in the opinion of the Board or its delegated Executive(s) (as constituted immediately before the Change in Control) been satisfied as at that date, the length of time elapsed in the Performance Period (in complete days) and the circumstances of the Change in Control. Any STI Award calculated in accordance with this Rule 11.1 shall be satisfied in cash and paid as soon



as reasonably practicable following the Change of Control unless otherwise determined by the Board (or its delegated Executive/s).

## **11.2 Adjustment of Performance Period**

If there is a change in Control of the Participating Company that employs the Participant during the Performance Period, then, subject to Rule 11.3, the Performance Period will end on the date of such event and the amount of a STI Award, if any, will be determined for each Participant by reference to the extent to which the relevant Performance Targets have, in the opinion of the Board or its delegated Executive(s) (as constituted immediately before the change in Control) been satisfied as at that date, the length of time elapsed in the Performance Period (in complete days) and the circumstances of the change in Control. Any STI Award calculated in accordance with this Rule 11.2 shall be satisfied in cash and paid as soon as reasonably practicable following the Change of Control unless otherwise determined by the Board (or its delegated Executive/s).

## **11.3 Maintenance of Performance Period**

Despite Rule 11.1 or Rule 11.2, the Board or its delegated Executive(s) (as constituted immediately before the Change in Control) may decide that the Performance Period will not be adjusted under Rule 11.1 or Rule 11.2 and that any STI Award for a Participant will be determined after the end of the Performance Period in accordance with these Rules.

## **12. Confidentiality**

The terms of an Invitation, STIs and STI Awards under this Plan are strictly confidential and must not be disclosed by the Participant unless required by law or to obtain professional advice.

## **13. Amendments**

The Board (or its delegated Executive/s) may at any time alter all or any part of the rules of the Plan to:

- (a) benefit the administration of the Plan;
- (b) take account of any alteration to applicable laws or regulatory requirements; or
- (c) further the best interests of the Group or any Group Company.

## **14. Terms of employment**

14.1 Nothing in this Plan or the operation of the Plan forms part of the contract of employment of an Employee or affects the rights and obligations of an Employee under their terms of employment, which are separate from the Plan.

14.2 Participation in the Plan does not create any right to, or expectation of, continued



employment or affect the rights of a Participating Company to terminate the employment of any Employee.

- 14.3 No Employee has a right to participate in the Plan. Participation in the Plan or receipt of a STI or STI Award on a particular basis in any Performance Period does not confer any right on the Employee to participate in any incentive plan or receive a short-term incentive on the same basis, or at all, in respect of any other performance period.
- 14.4 The benefit of participation in the Plan does not give rise to any contractual right or form part of an Employee's fixed remuneration or employment related entitlements.
- 14.5 Other than in respect of Rule 10, the Employee will have no claim in respect of any decision, omission, or exercise of discretion which may operate to the disadvantage of the Employee.
- 14.6 Nothing in this Plan or participation in it may be used to increase damages in any action, complaint, claim or proceeding against the Company, any Group Company or their directors, employees, or agents in connection with the office or employment, or the termination of the office or employment, of any Employee.
- 14.7 Receipt of a STI or STI Award under this Plan is subject to applicable law and regulatory requirements. If a STI or STI Award is prohibited in whole or in part by any law or regulatory requirement, then the Employee will have no claim for the payment or other benefit in lieu.

## **15. General**

### **15.1 The Board's authority**

The Board may manage and administer this Plan, including exercising any discretion or power conferred under this Plan, and the Board has all powers necessary to do so including the power to appoint other persons to act on the Board's behalf and to exercise any discretion or power conferred under this Plan.

Without limiting the powers and discretions of the Board in this Plan, and subject to the ASX Listing Rules (if applicable), the Board may in its discretion and at any time, on notice and with immediate effect:

- a. suspend or terminate this Plan, these Rules or any document issued under these Rules under Rule 15.12;
- b. amend, delete or add to these Rules or any document issued under these Rules, if it is of the opinion that it is appropriate to do so under Rule 13.

### **15.2 Decisions or determinations by the Board**

Other than in respect of Rule 10, any decision or determination by the Board pursuant to this Plan; in relation to any dispute or disagreement as to the interpretation of this



Plan; or as to any question or right arising from or related to the Plan:

- a. is made in the discretion of the Board, which may inform itself or take such advice as it sees fit; and
- b. is final.

The Board is not a fiduciary of any Employee.

### 15.3 **Taxation and superannuation contributions**

Any payment made under this Plan is:

- a. subject to the deduction of any applicable tax (including PAYG withholding) and any social security obligations; and
- b. inclusive of any contributions which must be made under the Superannuation Guarantee Legislation or any pension or similar scheme.

### 15.4 **Set off**

Where at the time a STI Award is payable to a Participant under these Rules and the Participant is also obliged to make a payment to the Participating Company that employs them, the Board may, subject to applicable law, decide to set off the amount of those payments so that:

- (i) payment of the lesser amount is fully satisfied; and
- (ii) payment of the greater amount is satisfied by the payment of the difference between the lesser amount and the greater amount.

### 15.5 **No other rights**

The Plan does not confer any right or entitlement, including as to the making of any STI Award, on anyone, including an Employee or a third party.

### 15.6 **Privacy**

By participating in the Plan, a Participant consents to the collection, use, storage, transfer (including internationally) or disclosure of their Personal Information for any purpose in connection with the operation of the Plan. This includes, but is not limited to:

- a. providing that Personal Information to any Group Company or any third party such as trustees of any employee benefit trust, administrators of the Plan, brokers, professional advisers and any of their respective agents;
- b. processing of that Personal Information by a Group Company or third party; and



- c. providing that Personal Information to potential purchasers of the Company, the Participant's employer or the business in which the Participant works.

#### **15.7 Severability**

Part or all of any Rule in this Plan that is illegal or unenforceable will be severed and the remaining provisions continue in force.

#### **15.8 Waiver**

The failure at any time to insist on performance of any provision of this Plan is not a waiver of the person's right at any later time to insist on performance of that or any other provision in this Plan.

#### **15.9 Notices**

- a. Any notice or other document which has to be given in connection with this Plan may be delivered to an Employee or sent by post to the Employee at their home address using the records of the Participating Company that employs the Employee, or such work address as that company considers appropriate, or, subject to applicable law, by email (or other electronic means including posting on any website or intranet site) to any address which according to the records of the Participating Company that employs the Employee is used by the Employee.
- b. Any notice or other document which has to be given to the Company in connection with this Plan may be delivered or sent by post to it at its registered office.
- c. Notices sent by post will be deemed to have been given 7 days after the date of posting. Notices sent by email (or other electronic means) will be deemed to have been given on the third day after the day on which the email (or other electronic means) was sent.

#### **15.10 Documents**

The Board may require a Participant to complete and return such documents to the Board as may be required by law or as otherwise necessary for administrative, legal or taxation reasons.

#### **15.11 Suspension and cancellation**

The Board may from time to time suspend the operation of the Plan and may at any time cancel the Plan. It is a condition of these Rules that the Plan may be terminated at any time at the discretion of the Board and that no compensation under any employment or services contract will arise as a result.

#### **15.12 Governing law**



The Plan and all awards shall be governed by and construed in accordance with the law of South Australia and the Courts of South Australia have non-exclusive jurisdiction to hear any dispute.