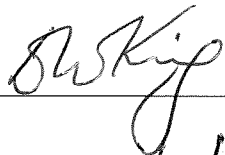


Signed by the Chairman


Date 19/11/2017

CELLMID LIMITED

ABN 69 111 304 119

EMPLOYEE INCENTIVE PLAN

Rules of the Plan

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1. Definitions

1.1 For the purposes of this Plan unless the context requires otherwise:

- (1) “ASX” means ASX Limited ABN 98 008 624 691 also known as 'Australian Securities Exchange'.
- (2) “Board” means all or some of the Directors of the Company acting as a Board and includes any committee of the Board to whom its functions under this Plan may be delegated from time to time.
- (3) “Business Day” means a day upon which the ASX is open for business in Sydney, but excludes any other day that the ASX declares not to be a business day.
- (4) “Company” means Cellmid Limited ABN 69 111 304 119.
- (5) “Constitution” means the constitution of the Company in force from time to time.
- (6) “Director” means a Director of the Company and “Directors” means the Board.
- (7) “Disqualifying Event” means an event covered by any one or more of the circumstances set out in Clauses 3.3 (2) (i), (ii), (iii) and (iv).
- (8) “Eligible Person” means:
 - (a) a full time or part time employee, officer, consultant or contractor of the Company or any controlled entity of the Company; or
 - (b) a trustee for the benefit of one or more existing or future full time or part time employees, officers, consultants or contractors of the Company or any existing or future controlled entity of the Company.
- (9) “Law” means the *Corporations Act 2001* (Cth) as amended from time to time.
- (10) “Listing Rules” means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the

official list of ASX, each as amended or replaced from time to time, except to the extent of any expressed written waiver by ASX;

- (11) “Letter of Offer” means a letter of offer to an Eligible Person to acquire Shares or Options or a Loan under the terms of the Plan.
- (12) “Loan” means a loan or loans that has been accepted under the Plan to acquire Plan Shares and includes any interest payable.
- (13) “Market Value” means, in relation to Shares:
 - (a) if the Company is admitted to the official list of ASX:
 - (i) if there was at least one transaction in the Shares on the ASX in the previous 5 Business Days before the relevant day – the volume weighted average of the prices at which the Shares were traded during that 5 Business Day period; or
 - (ii) if there were no transactions in the Shares on the ASX in that 5 Business Day period -the last price at which an offer was made on the ASX during that 5 Business Day period to buy Shares; or
 - (b) if the Company is not admitted to the official list of ASX, the price at which Shares were last issued by the Company.
- (14) “Option” means an Option under the Plan to subscribe for a Share.
- (15) “Option Holder” means the holder of an Option under the Plan.
- (16) “Option Qualifying Period” means the period specified in any offer to acquire Options made in accordance with the Plan, during which any Option may not be exercised.
- (17) “Participant” means an Eligible Person who accepts an offer of Plan Shares, Options or a Loan respectively made under the Plan.
- (18) “Plan” means the Cellmid Limited Employee Incentive Plan as amended from time to time.
- (19) “Plan Option” means an Option offered under the Plan.
- (20) “Plan Share” means a Share offered under the Plan, any bonus Share issued in respect of a Plan Share or a Share in respect of which an offer of a Loan to be applied towards its subscription or purchase price is made in accordance with the Plan but does not include such a Share where the Loan applied to acquire the Share has been repaid in full in accordance with the Rules to the Company.
- (21) “Rules” means the rules of the Plan as amended from time to time.

- (22) “Share” means a fully paid ordinary share in the capital of the Company.
- (23) “Share Qualifying Period” means the period specified in any offer to issue Shares made in accordance with the Plan during which a Plan Share may not be transferred by a Participant.
- (24) “Takeover Offer for Shares” means:
 - (a) a takeover bid under Chapter 6 of the Law;
 - (b) an offer by a shareholder to compulsorily acquire all other Shares or options over Shares it does not already own under Chapter 6A of the Law; and
 - (c) any compromise or arrangement under Part 5.1 of the Law which the Board determines is equivalent to or in substance to the same effect as a takeover bid under Chapter 6 of the Law.

1.2 These Rules bind the Participants. No Share or Option issued under the Plan will be issued to any entity other than to the Participant personally or family trust or company controlled by the Participant.

1.3 Terms and expressions given a particular meaning in the Law have the same meaning in this Plan.

2. **Objects of the Plan**

2.1 The Directors will administer this Plan in accordance with the following objects:

- (1) Shares or Options offered under the Plan will only be offered to Eligible Persons.
- (2) All Shares offered under the Plan will be fully paid ordinary shares of the Company and all Options offered will only be to acquire fully paid ordinary shares in the Company.
- (3) The Directors will make every reasonable effort to encourage Eligible Persons to acquire Shares and to avail themselves of Loans (if any) offered in accordance with this Plan.
- (4) In the case of an offer of or invitation to subscribe for unissued Shares, the number of Shares the subject of the offer when aggregated with:
 - (a) Shares previously issued to employees of the Company or any controlled entity during the previous five years under any employee share scheme or schemes except this Plan;
 - (b) Shares issued to Eligible Persons under this Plan during the previous five years; and

- (c) Shares which would be issued were each outstanding offer or invitation or Option to acquire unissued Shares under this Plan or any other Company employee share scheme be accepted or exercised (as the case may be),

will not exceed 10% of the total issued Shares of the Company as at the time of such offer or invitation. The 10% limit will exclude expired or renounced options.

3. Plan Shares

- 3.1 The Directors may in their discretion offer to allot Shares to an Eligible Person or offer an Eligible Person an opportunity to purchase Shares.
- 3.2 The Directors may in their discretion at the time of making an offer to allot Shares to an Eligible Person or offering an opportunity to purchase Shares or upon the exercise of any Option under the Plan, make an offer of a Loan or Loans to be applied towards the subscription or purchase price of the Shares.
- 3.3 Subject to these Rules, the conditions of any such Loan will be determined by the Directors at the time of making the offer and will be outlined in the Letter of Offer. Where the terms are not specified in the Letter of Offer, the following terms will apply to any Loan made under the Plan:
 - (1) the Loan will be interest free and be for a term of 5 years;
 - (2) the Loan will immediately become repayable if:
 - (i) the Participant ceases to be an Eligible Person; or
 - (ii) the Participant becomes an insolvent under administration; or
 - (iii) the Participant has perpetrated fraud against the Company; or
 - (iv) the Participant commits a breach of an obligation under these Rules; or
 - (v) the Participant either:
 - (A) accepts a Takeover Offer for Shares under Clause 11.1; or
 - (B) exercises his or her Options with a view to accepting a Takeover Offer for Shares under Clause 11.1;
 - (3) Without limiting the above, the Loan becomes immediately repayable to the Company at the end of the term of the Loan;

- (4) the Participant acknowledges that the Company holds a lien over the Participant's Plan Shares and in the event that the Company's power to sell or transfer the Participant's Plan Shares arises under this Plan, the Participant will immediately provide the Company with a signed instrument of transfer (in usual or common form or such other form as the Board may accept) for the Plan Shares or will do all things necessary to enable the Company to exercise its power of sale or transfer;
 - (5) if the Participant does not immediately cooperate in the manner set out in Clause 3.3 (4) on the Company's power of sale or transfer arising, then, subject to 30 days written notice provided to the Participant, the Company is thereafter appointed as the Participant's attorney (with the Company having power to appoint substitutes) to execute all documents and do everything which it may do in relation to exercising its power of sale or transfer of the Plan Shares under the Plan. The Participant acknowledges that this power of attorney is irrevocable during any Share Qualifying Period and until the Loan has been repaid. The Participant agrees to ratify and confirm anything which the Company does in exercising this power of attorney.
- 3.4 A Participant may only elect to repay a Loan after the expiry of any Share Qualifying Period. Upon payment of the Loan in full under this clause, the Participant will then be entitled to retain the Shares.
- 3.5 An offer to allot Plan Shares made in accordance with Clause 3.1 will be at a subscription price calculated as the Market Value of the Shares on the date of the Letter of Offer or any other date the Board may determine to be appropriate having regard to the Listing Rules, the Law and corporate governance principles.
- 3.6 An offer of:
 - (1) a Plan Share may at the discretion of the Board specify a Share Qualifying Period during which a Plan Share or Shares may not be transferred by the Participant; and
 - (2) a Plan Share, a Plan Option or a Loan may be made conditional on the grant of any consent or approval the Board considers, or is advised as being, necessary or desirable under the Listing Rules or Law. If the necessary consent or approval is not given or not given on terms that are satisfactory to the Board, then the offer lapses.
- 3.7 An Eligible Person to whom an offer of a Plan Share, Plan Option or a Loan is made must accept the offer by the date specified in the offer or, if no date is specified, within 15 Business Days of the date the offer bears otherwise the offer will lapse.
- 3.8 An offer of Plan Shares or Plan Options may be accepted in whole or in part. Partial acceptance must be for multiples of 100 Plan Shares or Plan Options. Acceptance will be in writing in the form prescribed by the Board or, if no

form is prescribed, as accepted by the Board and, if and as applicable, accompanied by payment for

- (1) the subscription or purchase price of the Plan Shares accepted less the amount of any Loan accepted; or
- (2) the subscription price of the Plan Options (if any).

3.9 Upon receiving acceptance of an offer of a Loan in writing in the form prescribed by the Directors or, if no form is prescribed, as accepted by the Board, the Company will apply the Loan towards the subscription price of Plan Shares allotted to the Participant or in payment of the purchase price of Plan Shares to be transferred to the Participant.

3.10 Upon acceptance of an offer of Plan Shares the Company will:-

- (1) allot to the Participant the number of Plan Shares accepted by the Participant; or
- (2) arrange for a number of Shares equal to the number of Plan Shares accepted to be transferred to the Participant; or
- (3) both allot Shares and arrange for the transfer of Shares so that the number of Shares received by the Participant is equal to the number Plan Shares accepted.

3.11 Subject to these Rules, the constitution of the Company and the terms of the offer, Shares allotted or transferred under the Plan will rank *pari passu* with all other issued Shares in respect of dividends, participating in bonus and rights issues and other such rights from the date of allotment or transfer as the case may be.

3.12 The Company may take such action in respect of:

- (1) certificated Plan Shares as the Board determines; and
- (2) uncertificated Plan Shares as may be permitted under the SCH Business Rules,

to restrict dealings in those Plan Shares during the Share Qualifying Period or any other period required by those Rules, and until all amounts outstanding under the Loan granted in respect of the Plan Shares to which they relate are paid in full.

4. Dealings with Plan Shares

Unless:-

- (1) (i) all amounts outstanding under any Loan granted in respect of the Plan Share are repaid; and

- (ii) any Share Qualifying Period that applies to the Plan Share has expired; or
- (2) specific consent is obtained in writing from the Board (which consent may be given on such terms and conditions as the Board may in its discretion determine);

a holder of Plan Shares may not sell, transfer, mortgage, pledge or otherwise encumber a Plan Share.

5. Power of Sale or Transfer

5.1 Where in respect of a Participant, a Loan has become repayable under Clause 3.3 (2) because of the occurrence of a Disqualifying Event in respect of that Participant's Plan Shares, then the Company may, at the discretion of the Directors sell and transfer the Participant's Plan Shares to another Eligible Person or sell and transfer the Participant's Plan Shares on behalf of the Participant to a third party and apply the proceeds as follows:

- (1) to meet all costs (including stamp duty, if any) incurred in relation to the sale of the Plan Shares;
and to the extent there remains a surplus,
- (2) to repay any outstanding balances of any Loan made to the Participant;
and to the extent there remains a surplus,
- (3) to meet the financial loss from any fraud that the Participant has perpetrated at any time against the Company;
and to the extent that there remains a surplus,
- (4) the surplus may be retained by the Company.

provided that if the proceeds of sale of the Participant's Plan Shares are not sufficient to repay the Loan in full the Company will not be entitled to bring any action against the Participant for any shortfall in the sale proceeds relative the amount of the Loan and the sale of the Participant's Plan Shares will be a discharge of the Participant's liability to repay the Loan in respect of such Plan Shares to the extent of that shortfall.

5.2 Where in respect of a Participant a Loan becomes repayable under Clause 3.3 (2) because of the occurrence of a Disqualifying Event after the expiration of the Share Qualifying Period in respect of that Participant's Plan Shares or the term of the Loan has expired and the Participant has not elected under Clause 5.3 to repay the Loan, then the Company may at the discretion of the Directors sell and transfer the Participant's Plan Shares on behalf of the Participant and apply the proceeds as follows:

- (1) to meet all costs (including stamp duty, if any) incurred in relation to the sale of the Plan Shares;

- and to the extent there remains a surplus,
- (2) to repay any outstanding balances of any Loan made to the Participant;
and to the extent there remains a surplus,
- (3) to meet the financial loss from any fraud that the Participant has perpetrated at any time against the Company;
and to the extent that there remains a surplus,
- (4) pay the surplus to the Participant;

provided that if the proceeds of sale of the Participant's Plan Shares are not sufficient to repay the Loan in full the Company will not be entitled to bring any action against the Participant for any shortfall and the sale of the Participant's Plan Shares will be a discharge of the Participant's liability to repay the Loan in respect of such Plan Shares to the extent of that shortfall.

- 5.3 If the term of the Loan has expired and the Participant within 14 days thereafter repays the Loan in full to the Company, the Participant will then be entitled to retain the Plan Shares.
- 5.4 For the purpose of giving effect to this Clause 5, a reference to a "sale and transfer" of Plan Shares is to be read as including, without limitation, a reference to a buy-back of Plan Shares and a cancellation of Plan Shares by way of reduction of capital.

6. Plan Options

- 6.1 An offer of a Plan Option will be over a Share in the Company at an exercise price specified in the Letter of Offer. The Directors will, at their discretion, determine the exercise price of each Option issued under this Plan. However, no Option will be offered at an exercise price less than the Market Value of a Share at the date of the Letter of Offer or any other date the Board may determine to be appropriate having regard to the Listing Rules, the Law and corporate governance principles.
- 6.2 The Directors will issue all Options under this Plan free at grant unless otherwise determined by the Directors at the time of grant.
- 6.6 Upon acceptance of an offer of Options, if applicable, accompanied by payment of the applicable subscription price for the Options, the Company will issue the number of Options accepted by the Participant.

7. Exercise of Options

- 7.1 The following provisions apply generally to Options, subject to any special conditions (including conditions as to any Option Qualifying Period) of issue determined by the Directors and applied to an Option on its issue as specified in any Letter of Offer for Options.

- 7.2 On payment in cash of the exercise price for each Option, the Option Holder will be entitled to be issued one Share. The exercise price will be set out in a Letter of Offer from the Company and will only vary in instances and under the formula(e) applicable under the Listing Rules irrespective of whether the Company is admitted to the official list of ASX at the time of exercise or not.
- 7.3 Subject to the following clause, an Option may not be exercised if at the relevant time:
- (1) the Option Qualifying Period has not expired;
 - (2) the Option Holder is an insolvent under administration;
 - (3) the Option Holder has perpetrated a fraud against the Company or any of its controlled entities; or
 - (4) the Option holder commits a breach of an obligation imposed on the Option Holder under these Rules.
- 7.4 An Option Holder may only exercise an Option by giving notice to the Company on a Business Day other than a Business Day on which the share register of the Company is closed for the determination of dividends or other entitlements.
- 7.5 Subject to Clauses 7.6 to 7.12 both inclusive, in respect of each issue of Options, the holder may exercise the Options within the time specified in the offer of Options or where no time is specified at any time within 5 years from the date of the issue of the Options.
- 7.6 Notwithstanding anything contained in this Plan or any Letter of Offer:
- (1) all Options will lapse at the expiration of 5 years from the date of issue;
 - (2) all Options will lapse on the occurrence of any of the events set out in paragraphs 7.3 (1), (2), (3) and (4); and
 - (3) any Options in respect of which an Option Qualifying Period has not Expired will lapse on the Option Holder ceasing to be an Eligible Employee and the period of 5 Business Days has lapsed.
- 7.7 Subject to the Law, in the case of death, disability or retirement at normal retiring age of the Participant there will be a further period of 6 months from the time of death, disability or retirement of the Participant during which the Option may be exercised by the Participant or Participant's executor as the case may be after the date established by Clause 7.8 (3), but not so as to extend the term of the Option past the term established for the Option in the Letter of Offer.
- 7.8 For the purposes of the preceding clause:
- (1) "disability" means in respect of a Participant, physical or mental disability caused through bodily injury, illness, disease, infirmity or

accident which the Directors after obtaining the advice of a registered medical practitioner consider will render the Participant unable to perform his or her duties to the Company or the controlled entity of the Company of which he is a Director or employee or officer or consultant or contractor; and

(2) “normal retirement age” means in respect of a Participant the age of 65 years or such lesser or greater age as may be determined by the Board having regard to applicable employment, taxation or superannuation laws the Board considers or is advised to be applicable but in any case in its discretion and agreed with the Participant. For the avoidance of doubt, the normal retirement age need not be the same for all Participants.

7.9 Subject to these Rules, the holders of Options may exercise the Options by completing and signing the form of application for Shares endorsed on the Option certificate and lodging the form and certificate at the Company’s registered office together with payment of the exercise price.

7.10 Options will not be listed for quotation on any stock exchange.

7.11 An Option Holder may not without the prior written consent of the Directors, sell, transfer, mortgage, pledge or otherwise encumber an Option.

7.12 The Company and an Option Holder may by mutual agreement at any time during the period of an Option agree in writing to cancel the Option.

8. Shares Issuing on Exercise of an Option

8.1 Any Share issued upon the exercise of an Option will be allotted as soon as reasonably practicable after the exercise of the Option and the relevant Share Certificate (if any) will be dealt with in accordance with these Rules, the Listing Rules and the constitution of the Company.

8.2 Subject to these Rules, the Listing Rules and the constitution of the Company and the terms on which any Options were issued, Shares allotted on the exercise of any Option will rank *pari passu* with all other Shares in respect of dividends, participating in bonus and rights issues and other such rights from the date of allotment.

8.3 Once Shares issued on exercise of the Option are fully paid, the Company will apply as soon as is reasonably convenient for quotation of these Shares with the ASX if the Company is admitted to the official list of ASX and in any case in accordance with any time periods or requirements prescribed by the Listing Rules.

9. Option Certificate

9.1 The Company will in relation to Options issue to each Participant a certificate in a form determined by the Directors from time to time.

- 9.2 The Participants will be entitled to one certificate or its equivalent for the whole of the Participant's holding of Options or to a number of certificates or their equivalent, in reasonable denominations determined by the Board.
- 9.3 The Company will establish and keep at its registered office or at such other place or places as may be approved by the Directors a register or registers of Option Holders.
- 9.4 All such registers of all Option Holders will be maintained in accordance with the Law and Listing Rules if the Company is admitted to the official list of ASX.

10. Capital Changes

In the event of a reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Company, the terms, including the number of Options and/or the exercise price will be reconstructed in a manner which would not result in any benefits being conferred on the Option Holders which are not conferred on shareholders (subject to the provisions with respect to the rounding of entitlements as sanctioned by the meeting of shareholders approving the reconstruction of capital) but in all other respects the terms for the exercise of Options will remain unchanged. In that reconstruction calculation for the number of Options and/or the exercise price, Listing Rule 7.22 of the ASX (as amended from time to time) will apply whether or not the Company is admitted to the official list of ASX but if the Company is admitted to the official list of ASX then the Listing Rules of ASX will apply to the extent of any inconsistency.

11. Takeovers

- 11.1 If prior to the exercise of any Option a Takeover Offer for Shares is made to the holders of Shares in the Company, the Company will use its reasonable endeavours to procure that there is made to each Option Holder an offer or invitation on terms which correspond with those of the offer or invitation, the holder would have received had the holder been, at the time for determining entitlement to that offer or invitation the holder of the number of Shares to which the holder would have been entitled if immediately prior to that time the Options held by the holder were exercised.
- 11.2 If the Company is unable to procure a corresponding offer or invitation within 10 Business Days of the Company becoming aware of the Takeover Offer for Shares, each Option Holder will have an immediate right to exercise his or her Options irrespective of any Option Qualifying Period or other limitation but, subject to Clause 11.3, all the other provisions of these Rules will remain applicable except where inconsistent with the right of exercise.
- 11.3 Unless otherwise provided in the Letter of Offer for Plan Shares or Plan Options, a holder of Plan Shares, Plan Options or Shares issued on exercise of Plan Options holder is entitled to accept a Takeover Offer for Shares or offer made under Clause 11.2 despite any Share Qualifying Period or Option Qualifying Period provided:

- (1) the Board has recommended acceptance of the Takeover Offer for Shares;
- (2) the bidder under a takeover bid, having previously had a relevant interest in less than 50.01% of the voting shares on issue (disregarding Shares to be issued on then outstanding Plan Options) becomes entitled to a relevant interest in 50.01% of such voting Shares;
- (3) the bidder is entitled to, and offers to compulsorily acquire all Shares or options over Shares it does not already own under Chapter 6A of the Law; or
- (4) the compromise or arrangement is approved by shareholders and the court under Part 5.1 of the Law,

and provided that if at the end of the Takeover Offer for Shares period some or all of the relevant Plan Shares, Plan Options or Shares issued on exercise of Plan Options, are not acquired under the Takeover Offer for Shares, those Plan Shares, Plan Options or Shares issued on exercise of Plan Options will again become subject the Share Qualifying Period (in the case of Plan Shares) or Option Qualifying Period (in the case of Plan Options or Shares issued on exercise of Plan Options) that would have applied but for the Takeover Offer for Shares (including by a prior application of this Clause).

12. **Bonus Issues**

In the event of any shares in the capital of the Company being issued by way of capitalisation of profit or reserves (“bonus issue”) to the holders of Shares during the currency of any Option and prior to its exercise, then,

- 12.1 upon the exercise of that Option, the Option Holder will be entitled to have allotted to the holder (in addition to the shares to which the holder is otherwise entitled under that Option) the number of Shares (“bonus shares”) which would have been issued to the holder if, at the date on which the entitlement to bonus shares was determined, the holder had been registered as the holder of the number of Shares to which the holder would have been entitled if the holder had so exercised the Option immediately prior to that date plus that number of Shares which would have previously been allotted to the holder as a result of prior bonus issues during the currency of the Option;
- 12.2 bonus shares issued under Clause 12.1 will be issued credited as paid up to the same extent as those Shares issued to shareholders when the bonus issue was made and will rank equally with the other Shares issued as a result of the bonus issue; and
- 12.3 in the event of lapse of an Option, the additional entitlements provided for in this Clause 12 lapse.

13. **New Issues**

- 13.1 An Option Holder cannot participate in new issues of securities of the Company without first exercising the Option.

- 13.2 If, during the currency of any Option and prior to its exercise, any offer or invitation is proposed to be made by the Company for subscription for cash for Shares, options or other securities of the Company or any other company, to the holders of Shares, or if the Company issues rights to acquire Shares (other than bonus shares) securities or other interests, other than under any dividend reinvestment plan or bonus share plan applying from time to time, each Option Holder may elect to participate in such new issue of securities on the prior exercise of any Option for which purpose the Company will in writing notify each Option Holder of the proposed issue and afford a period of not less than 10 Business Days before the record date of the Company (to determine entitlements to the issue) to exercise Options and the Company will in relation to Options duly exercised make to each Option Holder a like offer or invitation on terms which correspond with those made to holders of Shares.

14. General

- 14.1 By accepting an offer of Plan Shares, Plan Options or a Loan (as applicable) in accordance with the Plan, a Participant agrees to be bound by these Rules and any other condition or rule contained within the Letter of Offer.
- 14.2 The Directors may act for the purposes of the Plan by a Committee of Directors appointed for that purpose.
- 14.3 A Participant will from time to time do all things (including executing all documents) necessary or desirable to give full effect to these Rules, the Letter of Offer and the Participant's obligations under these Rules and the Letter of Offer.
- 14.4 This Plan may be only be amended by a resolution of the members of the Company.
- 14.5 Any amendment made under this clause will be subject to the Listing Rules (for so long as the Company is admitted to the official list of ASX) and the Law at that time.
- 14.6 These Rules and any Shares or Options issued under these Rules will be subject to the Listing Rules (for so long as the Company is admitted to the Official List of ASX) and the Laws. Such Shares or Options issued under these Rules will, by virtue of this provision, be issued on the condition that they are subject to the Listing Rules and Law.
- 14.7 The Directors will have power to:
- (1) determine appropriate procedures for administration of the Plan consistent with the provisions of these Rules; and
 - (2) resolve conclusively all questions of fact or interpretation arising in connection with the Plan and these Rules.

ADOPTED by a resolution of the shareholders of the Company on the.....day of2017.