Money3 Corporation Limited

ACN 117 296 143

OPTION CERTIFICATE

This is to certify that **Robert James Bryant** of 280 Beckham Road Shepparton East VIC 3631 (**Option Holder**) is registered as the holder of 1,000,000 options each option giving the right to be allotted one fully paid ordinary share in Money3 Corporation Limited (**Company**), subject to the Option Terms and Conditions set out on the reverse and subject to the constitution of the Company.

Dated: 4th August 2006

Executed by **Money3 Corporation Limited** ACN 117 296 143 in accordance with section 127 of the *Corporations Act 2001 (Cth)*:)

Signature of director

Signature of director/ secretary

CHRISTOPHER JAMES BALDWIN
Name (please print)

Karb Hong Tan
Name (please print)

Option Terms and Conditions

Each option entitles the Option Holder to, upon the exercise of the option, receive one fully paid ordinary share in the Company, on the following terms:

1. **Exercise Period:** Subject to the following terms, each option which has vested (ie the Vesting Conditions described at Item 5 below have been satisfied) must be exercised before 1 July 2011.
2. **Manner of Exercise:** Each option may be exercised by notice in writing (in the form of the Exercise Notice set out below) to the Company delivered to the registered office of the Company specifying the number of options being exercised. The notice must be accompanied by an amount of money equal to the exercise price for the number of shares specified in the notice and accompanied by the option certificate.
3. **Issue of shares:** Within 14 days after receipt of the exercise notice and the payment of the exercise price, the Company must allot the number of shares specified in the exercise notice, cancel the option certificate relating to the options exercised and, if applicable, issue a new option certificate.
4. **Exercise Price:** The consideration per share, payable by the Option Holder for the issue of shares which are the subject of the options, is $1.20 per share.
5. **Vesting Conditions:** The options will vest/become exercisable on 1 July 2009 or immediately vest where a takeover offer (as defined in the Corporations Act 2001 (Cth)) is made.
6. **Cessation of Employment:** If the Option Holder ceases to be employed by the Company, all unexercised options that have not vested according to Item 5 above will lapse. All unexercised vested options will only remain exercisable for a period of 60 days following the Option Holder ceasing to be employed by the Company.
7. **Death:** All unexercised options that have not vested according to Item 5 above will lapse upon the death of Option Holder. All unexercised vested options will only remain exercisable for a period of 60 days following the death of the Option Holder.
8. **Liquidation:** In the event of liquidation of the Company all unexercised options will lapse upon the occurrence of that liquidation.
9. **Reconstructions:** If prior to the exercise of an option, there is a re-organisation of the Company (including consolidation, subdivision, reduction, return or cancellation of the issued capital of the Company), then the exercise price or the number of outstanding options (or both) must be reorganised by the Company's Board of Directors in accordance with the ASX Listing Rules applying to reorganisation at the time of the reorganisation.
10. **Pro rate issue:** In the event of a pro rata issue of shares by the Company, the Exercise Price for each option will be adjusted in accordance with Listing Rule 6.22.2 of the ASX Listing Rules.
11. **Disposal Restrictions:** The options may not be sold or transferred except with the prior written consent of the Company.
12. **Rank of Shares:** Shares allotted on the exercise of options will rank equally in all respects with all other issued ordinary fully paid shares of the Company from the date of the issue of those shares.
13. **New Shares:** An option does not confer the right to participate in new issues of capital offered to holders of ordinary shares of the Company during currency of the options without exercising the options. However, the Company will ensure that for the purpose of determining entitlements to any such issue, the books closing date will be set in accordance with the relevant timetable of the ASX Listing Rules. This will give the Option Holder the opportunity to exercise his or her options prior to the date for determining entitlements to participate in any such new issue.
14. **Quotation:** If the fully paid ordinary shares of the Company are listed for quotation on the ASX at the time of exercise of the options, the Company will apply to the ASX for, and will use its best endeavours to obtain, quotation or listing of all shares allotted on the exercise of any options within 10 Business Days (as defined in the Listing Rules of the ASX) of allotment.
15. **Listing:** Unless otherwise determined by the Company the options will not be listed on the ASX.
16. **Dividends:** The options do not provide any entitlement to dividends paid to ordinary shareholders,
17. **Voting:** The options do not entitle the Option Holder to vote at any meeting of shareholders,
18. **Jurisdiction:** These terms and conditions are governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.

Exercise Notice - Options

To: **Money3 Corporation Limited** ACN 117 296 143

In accordance with paragraph 2 of the Option Terms and Conditions, **Robert Bryant (Option Holder)** gives notice that he:

1. exercises his rights under that paragraph 2;
2. requires you to allot and issue to the Option Holder [*specify number*] fully paid ordinary shares;
3. encloses a cheque for the sum of $[*specify amount*] calculated at $1.20 per share;
4. on issue of the said shares, the Option Holder agrees to be bound by the constitution of the Company.

Dated:

Executed by **Robert Bryant**)
in the presence of:)

....

....
Signature of witness

....
Name of witness (please print)

Money3 Corporation Limited

ACN 117 296 143

OPTION CERTIFICATE

This is to certify that **Kang Hong Tan** of 5 Bronco Court Meadow Heights Vic 3048 (**Option Holder**) is registered as the holder of 1,000,000 options each option giving the right to be allotted one fully paid ordinary share in Money3 Corporation Limited (**Company**), subject to the Option Terms and Conditions set out on the reverse and subject to the constitution of the Company.

Dated: 4th August 2006

Executed by **Money3 Corporation Limited**)
ACN 117 296 143 in accordance with)
section 127 of the *Corporations Act 2001 (Cth)*:)

....	....
Signature of director	Signature of director/ secretary
CHRISTOPHER JAMES BALDWIN	ROBERT BRYANT
Name (please print)	Name (please print)

Option Terms and Conditions

Each option entitles the Option Holder to, upon the exercise of the option, receive one fully paid ordinary share in the Company, on the following terms:

1. **Exercise Period**: Subject to the following terms, each option which has vested (ie the Vesting Conditions described at Item 5 below have been satisfied) must be exercised before 1 July 2011.
2. **Manner of Exercise**: Each option may be exercised by notice in writing (in the form of the Exercise Notice set out below) to the Company delivered to the registered office of the Company specifying the number of options being exercised. The notice must be accompanied by an amount of money equal to the exercise price for the number of shares specified in the notice and accompanied by the option certificate.
3. **Issue of shares**: Within 14 days after receipt of the exercise notice and the payment of the exercise price, the Company must allot the number of shares specified in the exercise notice, cancel the option certificate relating to the options exercised and, if applicable, issue a new option certificate.
4. **Exercise Price**: The consideration per share, payable by the Option Holder for the issue of shares which are the subject of the options, is $1.20 per share.
5. **Vesting Conditions**: The options will vest/become exercisable on 1 July 2009 or immediately vest where a takeover offer (as defined in the Corporations Act 2001 (Cth)) is made.
6. **Cessation of Employment**: If the Option Holder ceases to be employed by the Company, all unexercised options that have not vested according to Item 5 above will lapse. All unexercised vested options will only remain exercisable for a period of 60 days following the Option Holder ceasing to be employed by the Company.
7. **Death:** All unexercised options that have not vested according to Item 5 above will lapse upon the death of Option Holder. All unexercised vested options will only remain exercisable for a period of 60 days following the death of the Option Holder.
8. **Liquidation**: In the event of liquidation of the Company all unexercised options will lapse upon the occurrence of that liquidation.
9. **Reconstructions**: If prior to the exercise of an option, there is a re-organisation of the Company (including consolidation, subdivision, reduction, return or cancellation of the issued capital of the Company), then the exercise price or the number of outstanding options (or both) must be reorganised by the Company's Board of Directors in accordance with the ASX Listing Rules applying to reorganisation at the time of the reorganisation.
10. **Pro rate issue**: In the event of a pro rata issue of shares by the Company, the Exercise Price for each option will be adjusted in accordance with Listing Rule 6.22.2 of the ASX Listing Rules.
11. **Disposal Restrictions**: The options may not be sold or transferred except with the prior written consent of the Company.
12. **Rank of Shares**: Shares allotted on the exercise of options will rank equally in all respects with all other issued ordinary fully paid shares of the Company from the date of the issue of those shares.
13. **New Shares**: An option does not confer the right to participate in new issues of capital offered to holders of ordinary shares of the Company during currency of the options without exercising the options. However, the Company will ensure that for the purpose of determining entitlements to any such issue, the books closing date will be set in accordance with the relevant timetable of the ASX Listing Rules. This will give the Option Holder the opportunity to exercise his or her options prior to the date for determining entitlements to participate in any such new issue.
14. **Quotation**: If the fully paid ordinary shares of the Company are listed for quotation on the ASX at the time of exercise of the options, the Company will apply to the ASX for, and will use its best endeavours to obtain, quotation or listing of all shares allotted on the exercise of any options within 10 Business Days (as defined in the Listing Rules of the ASX) of allotment.
15. **Listing**: Unless otherwise determined by the Company the options will not be listed on the ASX.
16. **Dividends**: The options do not provide any entitlement to dividends paid to ordinary shareholders,
17. **Voting**: The options do not entitle the Option Holder to vote at any meeting of shareholders,
18. **Jurisdiction**: These terms and conditions are governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.

Exercise Notice - Options

To: **Money3 Corporation Limited** ACN 117 296 143

In accordance with paragraph 2 of the Option Terms and Conditions, **Kang Hong Tan (Option Holder)** gives notice that he:

1. exercises his rights under that paragraph 2;
2. requires you to allot and issue to the Option Holder [*specify number*] fully paid ordinary shares;
3. encloses a cheque for the sum of $[*specify amount*] calculated at $1.20 per share;
4. on issue of the said shares, the Option Holder agrees to be bound by the constitution of the Company.

Dated:

Executed by **Kang Hong Tan**)
in the presence of:)

....

....
Signature of witness

....
Name of witness (please print)