Rule 2.7, 3.10.3, 3.10.4, 3.10.5

Appendix 3B

New issue announcement, application for quotation of additional securities and agreement

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 1/7/96. Origin: Appendix 5. Amended 1/7/98, 1/9/99, 1/7/2000, 30/9/2001, 11/3/2002.

Name of entity

ANTARES ENERGY LIMITED

ABN

75 009 230 835

We (the entity) give ASX the following information.

Part 1 - All issues

You must complete the relevant sections (attach sheets if there is not enough space).

1	+Class of +securities issued or to be issued	Performance Rights
2	Number of +securities issued or to be issued (if known) or maximum number which may be issued	3,560,000
3	Principal terms of the +securities (eg, if options, exercise price and expiry date; if partly paid +securities, the amount outstanding and due dates for payment; if +convertible securities, the conversion price and dates for conversion)	Issued under the Performance Rights Plan approved by shareholders at the AGM on 23 November 2004. (A copy of the plan rules are attached). The rights entitle the holder to one ordinary share for nil consideration. Vesting of the Rights is subject to the Company meeting certain performance hurdles for the years ended 31 December 2005, 2006 and 2007. The rights, the subject of this issue, expire on 12 January 2010.

4	Do the +securities rank equally in all respects from the date of allotment with an existing +class of quoted +securities? If the additional securities do not rank equally, please state: • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment	The shares issued upon exercise rank equally with existing ordinary shares.
5	Issue price or consideration	Nil
6	Purpose of the issue (If issued as consideration for the acquisition of assets, clearly identify those assets)	To align the long-term creation of value for shareholders with rewards to employees.
7	Dates of entering +securities into uncertificated holdings or despatch of certificates	12 January 2005

		Number	+Class
8	Number and +class of all +securities quoted on ASX (*including* the securities in clause 2 if applicable)	159,878,586 5,000,000	Fully paid ordinary shares 10% unsecured redeemable convertible notes maturing 30 October 2013

9 Number and +class of all +securities not quoted on ASX (*including* the securities in clause 2 if applicable)

Number	+Class
1,000,000	Options exercisable at 50 cents expiring on or before 26 September 2005
400,000	Options exercisable at $1.22 expiring on or before 29 November 2005.
400,000	Options exercisable at $1.22 on or before 11 November 2006
315,000	Options exercisable at $1.22 on or before 20 December 2006 *
100,000	Options exercisable at $1.22 on or before 24 January 2007 *
240,000	Options exercisable at $1.22 on or before 23 April 2007
1,500,000	Options exercisable at $1.35 on or before 1 July 2007
25,000	Options exercisable at $1.22 on or before 30 July 2007.
50,000	Options exercisable at $1.33 on or before 28 August 2007. *
283,333	Options exercisable at $1.22 on or before 12 December 2007. *
275,000	Options exercisable at $1.22 on or before 13 July 2008. *
3,540,000[1]	Performance Rights expiring on 12 January 2010.**
[1]20,000 of the 3,560,000 issued have lapsed since issue due to resignation of an employee.	* Issued under the Employee Option Plan. **Issued under the Performance Rights Plan.

10 Dividend policy (in the case of a trust, distribution policy) on the increased capital (interests)

Not applicable.

Part 2 - Bonus issue or pro rata issue

11 Is security holder approval required?

12 Is the issue renounceable or non-renounceable?

13 Ratio in which the +securities will be offered

14 +Class of +securities to which the offer relates

15 +Record date to determine entitlements

16	Will holdings on different registers (or subregisters) be aggregated for calculating entitlements?	
17	Policy for deciding entitlements in relation to fractions	
18	Names of countries in which the entity has +security holders who will not be sent new issue documents Note: Security holders must be told how their entitlements are to be dealt with. Cross reference: rule 7.7.	
19	Closing date for receipt of acceptances or renunciations	
20	Names of any underwriters	
21	Amount of any underwriting fee or commission	
22	Names of any brokers to the issue	
23	Fee or commission payable to the broker to the issue	
24	Amount of any handling fee payable to brokers who lodge acceptances or renunciations on behalf of +security holders	
25	If the issue is contingent on +security holders' approval, the date of the meeting	
26	Date entitlement and acceptance form and prospectus or Product Disclosure Statement will be sent to persons entitled	
27	If the entity has issued options, and the terms entitle option holders to participate on exercise, the date on which notices will be sent to option holders	
28	Date rights trading will begin (if	

	applicable)	
29	Date rights trading will end (if applicable)	
30	How do +security holders sell their entitlements *in full* through a broker?	
31	How do +security holders sell *part* of their entitlements through a broker and accept for the balance?	
32	How do +security holders dispose of their entitlements (except by sale through a broker)?	
33	+Despatch date	

Part 3 - Quotation of securities

You need only complete this section if you are applying for quotation of securities

34 Type of securities
(*tick one*)

(a) ☐ Securities described in Part 1

(b) ☐ All other securities

Example: restricted securities at the end of the escrowed period, partly paid securities that become fully paid, employee incentive share securities when restriction ends, securities issued on expiry or conversion of convertible securities

Entities that have ticked box 34(a)

Additional securities forming a new class of securities

(If the additional securities do not form a new class, go to 43)

Tick to indicate you are providing the information or documents

35 ☐ If the +securities are +equity securities, the names of the 20 largest holders of the additional +securities, and the number and percentage of additional +securities held by those holders

36 ☐ If the +securities are +equity securities, a distribution schedule of the additional +securities setting out the number of holders in the categories
1 - 1,000
1,001 - 5,000
5,001 - 10,000
10,001 - 100,000
100,001 and over

37 ☐ A copy of any trust deed for the additional +securities

(now go to 43)

Entities that have ticked box 34(b)

38	Number of securities for which +quotation is sought	
39	Class of +securities for which quotation is sought	
40	Do the +securities rank equally in all respects from the date of allotment with an existing +class of quoted +securities? If the additional securities do not rank equally, please state: • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment	
41	Reason for request for quotation now Example: In the case of restricted securities, end of restriction period (if issued upon conversion of another security, clearly identify that other security)	

42 Number and +class of all +securities quoted on ASX (*including* the securities in clause 38)

Number	+Class

(now go to 43)

All entities

Fees

43 Payment method (tick one)

☐ Cheque attached

☐ Electronic payment made

Note: Payment may be made electronically if Appendix 3B is given to ASX electronically at the same time.

☐ Periodic payment as agreed with the home branch has been arranged

Note: Arrangements can be made for employee incentive schemes that involve frequent issues of securities.

Quotation agreement

1 +Quotation of our additional +securities is in ASX's absolute discretion. ASX may quote the +securities on any conditions it decides.

2 We warrant the following to ASX.

- The issue of the +securities to be quoted complies with the law and is not for an illegal purpose.

- There is no reason why those +securities should not be granted +quotation.

- An offer of the +securities for sale within 12 months after their issue will not require disclosure under section 707(3) or section 1012C(6) of the Corporations Act.

  Note: An entity may need to obtain appropriate warranties from subscribers for the securities in order to be able to give this warranty

- Section 724 or section 1016E of the Corporations Act does not apply to any applications received by us in relation to any +securities to be quoted and that no-one has any right to return any +securities to be quoted under sections 737, 738 or 1016F of the Corporations Act at the time that we request that the +securities be quoted.

- We warrant that if confirmation is required under section 1017F of the Corporations Act in relation to the +securities to be quoted, it has been provided at the time that we request that the +securities be quoted.

- If we are a trust, we warrant that no person has the right to return the +securities to be quoted under section 1019B of the Corporations Act at the time that we request that the +securities be quoted.

3 We will indemnify ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from or connected with any breach of the warranties in this agreement.

4 We give ASX the information and documents required by this form. If any information or document not available now, will give it to ASX before +quotation of the +securities begins. We acknowledge that ASX is relying on the information and documents. We warrant that they are (will be) true and complete.

Sign here:

(Company secretary)

Date: 28 April 2005

Print name: DAVID RICH

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AMITY OIL LIMITED
PERFORMANCE RIGHTS PLAN RULES

Table of Contents

Amity Oil Limited
Performance Rights Plan

1. Purpose

The Performance Rights Plan is a long term incentive aimed at creating a stronger link between employee performance and reward and increasing shareholder value by enabling Participants to have a greater involvement with, and share in the future growth and profitability of, the Company.

2. Definitions and interpretation

2.1 Definitions

In these Rules the following terms have the following meanings:

Application Form means an application form by which an Eligible Employee can accept an Invitation in such form as the Board may approve from time to time.

Allocate means granting an option or other right to acquire unissued Shares, or if there is no such grant, the issue and allotment of Shares.

ASX means Australian Stock Exchange Limited (ABN 98 008 624 691).

Board means the board of directors of the Company from time to time.

Company means Amity Oil Limited (ABN 75 009 230 835) whose registered office is at 2nd Floor, 18 Richardson Street, West Perth, WA, 6005.

Constitution means the constitution of the Company.

Controllable Event means cessation of employment other than by an Uncontrollable Event.

Corporations Act means the Corporations Act 2001 (Cth).

Eligible Employee means a full time or permanent part-time employee of a Group Company whom the Board determines in its absolute discretion is to participate in the Plan.

Group means the Company and its Subsidiaries (if any) from time to time and a *Group Company* means any one of them.

Invitation means an invitation to participate in the Plan in respect of a Performance Period in accordance with clause 3.1.

Last Exercise Date means the day ending at 5.00 pm Perth time on the date 5 years after the date of grant of the Performance Right, or such other date as determined by the Board in its absolute discretion and specified in the Invitation.

Law means the laws of Australia.

Listing Rules means the listing rules of the ASX as amended from time to time.

Participant means an Eligible Employee who returns a duly completed Application Form and to whom Performance Rights are granted under the Plan.

Performance Hurdles means the conditions relating to the performance of the Group (and the manner in which those conditions will be tested) for the purposes of determining the number of a Participant's Performance Rights which may be exercised, as set out in the Invitation.

Performance Period means the period set out in the Invitation for the purpose of determining the extent (if any) to which the Performance Hurdles have been met.

Performance Right means an option granted under clause 4.1(a) to acquire a Share on the terms set out in the Plan for the relevant Performance Period, subject to the Performance Hurdles.

Plan means the Performance Right Plan of the Company.

Security Interest means a mortgage, charge, pledge, lien or other encumbrance of any nature.

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

Subsidiary means a body corporate which is a subsidiary of the Company within the meaning of section 9 of the Corporations Act.

Test Date in relation to a Performance Right means the date at which Performance Hurdles are to be measured to determine whether that Performance Right becomes a Vested Performance Right.

Trustee means the trustee or trustees for the time being of any employee share ownership scheme or plan trust established by the Company, the beneficiaries of which include the Participants.

Uncontrollable Event means death, serious injury, disability or illness which renders the Employee incapable of continuing employment with a Group Company, forced early retirement, retrenchment or redundancy, or such other circumstances which results in a Participant leaving the employment of a Group Company and which the Board determines is an Uncontrollable Event.

Unvested Performance Rights means Performance Rights which are not yet exercisable in accordance with the Plan.

Vested Performance Rights means Performance Rights which are immediately exercisable in accordance with the Plan.

2.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

(a) The singular includes the plural and conversely.

(b) A gender includes all genders.

(c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(d) A reference to a person includes a body corporate, an unincorporated body or other entity and conversely.

(e) A reference to a clause is to a clause of the Plan.

(f) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by the Plan.

(g) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.

(h) A reference to ***conduct*** includes any omission and any statement or undertaking, whether or not in writing.

(i) A reference to ***writing*** includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.

(j) Mentioning anything after ***include***, ***includes*** or ***including*** does not limit what else might be included.

3. Invitation to participate

3.1 Invitations

(a) The Board may from time to time in its absolute discretion issue or cause to be issued Invitations on behalf of the Company to Eligible Employees. That Invitation will be in such form as the Board determines from time to time and will include the following information:

  (i) the date of the Invitation;

  (ii) the name of the Eligible Employee to whom the Invitation is made;

  (iii) the number of Performance Rights which are capable of becoming exercisable if Performance Hurdles are met;

  (iv) the Performance Hurdles and Performance Period;

  (v) the approximate Test Date(s) in respect of the Performance Rights;

  (vi) the Last Exercise Date; and

  (vii) the time period in which to accept the Invitation by returning a duly completed Application Form.

(b) Invitations may be made by the Board on a differential basis to Eligible Employees, different classes of Eligible Employees or to Eligible Employees within the same class, as the case may be.

3.2 Application Form

(a) An Eligible Employee who receives an Invitation can only participate in the Plan by returning a duly completed Application Form within the time period and as otherwise specified in the Invitation.

(b) If an Application Form is not returned within the time specified or otherwise in accordance with the requirements set out in the Invitation, the Board may nevertheless in its sole discretion treat any Application Form received from an Eligible Employee as being returned in accordance with paragraph (a).

(c) For the avoidance of doubt, the Board in its sole discretion can refuse to allow an Eligible Employee to participate in the Plan even though a duly completed Application Form is received from the Eligible Employee in accordance with paragraph (a).

3.3 Participants

Following receipt of a duly completed Application Form and subject to clause 3.2(c), and provided that the Eligible Employee is then still in the full-time or part-time employment of a Group Company, the Eligible Employee will be entitled to participate in the Plan according to its terms.

4. Grant of Performance Rights

4.1 Grant

(a) As soon as practicable after the receipt of a duly completed Application Form, the Company will grant to each Participant the number of Performance Rights as set out in the Invitation.

(b) A Participant will not pay anything for the grant of Performance Rights.

(c) An Eligible Employee has no entitlement to be granted any Performance Rights unless and until such Performance Rights are granted.

(d) None of the Performance Rights will be listed for quotation on any stock exchange.

4.2 Not transferable

Except on the death of a Participant, Performance Rights may not be transferred, assigned or novated except with the approval of the Board.

4.3 Security Interest

Subject to clause 4.2, Participants will not grant any Security Interest in or over or otherwise dispose of or deal with any Performance Rights or any interest in them until the relevant Shares are either issued or transferred to that Participant, and any such Security Interest or disposal or dealing will not be recognised in any manner by the Company.

4.4 New issues

A Performance Right does not confer on a Participant the right to participate in new issues of Shares by the Company, including by way of bonus issue, rights issue or otherwise.

5. Vesting and Exercise of Performance Rights

5.1 Performance Hurdles

The Performance Hurdles applicable to any Performance Period relating to Performance Rights shall be as set out in the Plan Invitation, including the approximate date or dates at which the Performance Hurdles will be measured.

5.2 Determination of number of Vested Performance Rights

As soon as reasonably practicable after each Test Date applicable to any Performance Period, the Board shall determine in respect of each Participant as at that Test Date:

(a) whether, and to what extent, the Performance Hurdles applicable up to the Test Date have been satisfied;

(b) the number of Performance Rights (if any) that will become Vested Performance Rights as at the Test Date;

(c) the number of Performance Rights (if any) that will lapse as a result of the non-satisfaction of Performance Hurdles as at the Test Date; and

(d) the number of Performance Rights (if any) in respect of the Performance Period that continue as Unvested Performance Rights,

and shall provide written notification to each Participant as to that determination.

5.3 Exercise of Performance Rights

(a) Unless and until a Performance Right is exercised and the relevant Shares are either issued or transferred to that Participant as a result of that exercise, a Participant has no interest in those Shares.

(b) A Performance Right can only be exercised if, at the time of exercise, it is a Vested Performance Right that has not lapsed under clause 6.

(c) Unless otherwise provided in the Invitation, no amount shall be payable by a Participant on the exercise of Performance Rights.

(d) The exercise of any Performance Right may only be effected on the first Business Day of a month and in such form and manner as the Board may prescribe.

(e) The exercise of some Performance Rights only does not affect the Participant's right to exercise other Performance Rights at a later time.

(f) Following exercise of a Performance Right, the Company must issue or transfer to the person exercising the Performance Right the number of Shares in respect of which the Performance Right has been exercised (as adjusted under clause 11, if relevant), credited as fully paid.

(g) All Shares issued or transferred to a Participant under this Plan, will, from the date of issue or transfer, rank equally with all other issued Shares. If necessary, the Company will apply for official quotation of these Shares on each stock exchange on which Shares are quoted.

6. Time of Lapse of Performance Rights

A Performance Right lapses, to the extent it has not been exercised, on the earlier to occur of:

(a) where Performance Hurdles have not been satisfied on the Test Date – the date the Board makes a determination under clause 5.2(c) that the Performance Right will lapse;

(b) if a Participant's employment with a Group Company ceases because of an Uncontrollable Event - the last day of any period specified in clause 7.1(b);

(c) if a Participant's employment with a Group Company ceases because of a Controllable Event:

(i) Vested Performance Right - the last day of any period specified in clause 7.2(b);

(ii) Unvested Performance Right – the date of cessation of employment;

(d) the day the Board makes a determination that the Performance Rights lapses under clause 8;

(e) the date of lapse under clause 9.2; and

(f) the Last Exercise Date.

7. Cessation of Employment

7.1 Uncontrollable Event

If a Participant's employment with a Group Company ceases because of an Uncontrollable Event:

(a) all of the Participant's Unvested Performance Rights that are capable of becoming exercisable if Performance Hurdles are met at the next Test Date will become Vested Performance Rights;

(b) the Board in its absolute discretion may determine the extent to which any other Unvested Performance Rights that have not lapsed will become Vested Performance Rights; and

(c) the Participant may, at any time prior to the first to occur of:

(i) the Last Exercise Date; and

(ii) 3 months (or such other period as the Board shall, in its absolute discretion, determine) from the date on which the Participant ceased that employment,

exercise all Vested Performance Rights.

7.2 Controllable Event

If a Participant's employment with a Group Company ceases because of a Controllable Event:

(a) the Board in its absolute discretion will determine the extent to which Unvested Performance Rights will become Vested Performance Rights and will notify the Participant of this determination; and

(b) the Participant may, at any time prior to the first to occur of:

(i) the Last Exercise Date; and

(ii) 3 months (or such other period as the Board shall, in its absolute discretion, determine) from the date on which the Participant ceased that employment,

exercise all Vested Performance Rights (including those that have become Vested Performance Rights under clause 7.2(a)).

8. Breach, fraud or dishonesty

If in the opinion of the Board a Participant acts fraudulently or dishonestly or is in material breach of his or her obligations to any Group Company then the Board may in its absolute discretion determine that all the Participant's Performance Rights will lapse and the Board's decision will be final and binding.

9. Change of Control

9.1 Vesting and notification to Participants

Where there is publicly announced any proposal (whether by takeover bid, scheme of arrangement or otherwise) in relation to the Company which the Board reasonably believes may lead to a change in control:

(a) all of the Participant's Unvested Performance Rights that have not lapsed will become Vested Performance Rights; and

(b) the Board shall promptly notify each Participant in writing that he or she may, within the period specified in the notice (***Change of Control Notice Period***), exercise Vested Performance Rights.

9.2 Lapse of Performance Rights

Unless the Board determines otherwise:

(a) Vested Performance Rights that are not exercised by the end of the Change of Control Notice Period; and

(b) Unvested Performance Rights,

shall lapse at the end of the Change of Control Notice Period.

10. Administration of the Plan

(a) The Plan will be administered by the Board. The Board will have power to delegate the exercise of its powers or discretions arising under the Plan to any one or more persons (including, but not restricted to,

(b) a committee or sub-committee of the Board) for such period and on such conditions as the Board may determine.

(c) The Board may at any time appoint or engage specialist service providers for the operation and administration of the Plan.

(d) The Board will ensure a complete register of Participants is maintained to facilitate efficient management and administration and to comply with regulatory reporting requirements.

(e) Shares to be provided under the Plan may either be satisfied by the issue of new Shares or by the transfer of existing Shares.

(f) The Plan may be administered in conjunction with an employee share ownership scheme or plan trust and for these purposes the Company may issue Shares or grant options to the Trustee to facilitate the awards made under the Plan. The transfer of a Share by the Trustee to a Participant will satisfy the obligation of the Company to issue or transfer a Share to a Participant under the Plan.

(g) Where the Board is required to make a determination or is entitled to exercise discretion in respect of the Plan, that determination or discretion shall be exercised reasonably and in good faith.

11. Capital Events

11.1 Variation of Capital

If there are certain variations of the share capital of the Company including a capitalisation or rights issue, sub-division, consolidation or reduction of share capital, a demerger (in whatever form) or other distribution in specie, the Board may make such adjustments as it considers appropriate under clause 11.2 in accordance with the provisions of the Listing Rules.

11.2 Adjustments

An adjustment made under this clause will be to one or more of the following:

(a) the number of Shares subject to any Performance Right;

(b) the exercise price for a Performance Right; or

(c) where a Performance Right has been exercised but no Shares have been issued or transferred following the exercise, the number of Shares which may be issued or transferred.

11.3 Notice of Variation

As soon as reasonably practicable after making any adjustment under clause 11.2, the Board will give notice in writing of the adjustment to any Participant affected by it.

12. Rights of Participants

Nothing in this Plan or participation in the Plan:

(a) confers on any Eligible Employee or Participant the right to continue as an employee of any Group Company;

(b) confers on any Employee the right to become or remain an Eligible Employee or Participant or to participate under the Plan;

(c) will be taken into account in determining a Participant's salary or remuneration for the purposes of superannuation or other pension arrangements;

(d) affects the rights and obligations of any Eligible Employee or Participant under the terms of their office or employment with any Group Company;

(e) affects any rights which a Group Company may have to terminate the employment of an Eligible Employee or Participant or will be taken into account in determining an Eligible Employee's or Participant's termination or severance pay;

(f) may be used to increase damages in any action brought against any Group Company in respect of any such termination; and

(g) confers any responsibility or liability on any Group Company or its directors, officers, employees, representatives or agents in respect of any taxation liabilities of the Eligible Employee or Participant.

13. Amendment, termination and suspension

(a) Grants of Performance Rights under this Plan may only be made for a period of 5 years commencing on the date on which the Plan is approved by the Company's shareholders.

(b) Subject to paragraph (c), the Board may at any time and from time to time by resolution alter the Plan.

(c) Any amendment to the Plan is subject to any restrictions or procedural requirements relating to the amendment of the rules of an employee incentive scheme imposed by the Listing Rules.

(d) The Board may at any time, and at its complete discretion, suspend or terminate the Plan without notice to Participants. The suspension or termination of the Plan will not affect any existing grants of Performance Rights already made under the Plan and the terms of the Plan will continue to apply to such grants.

14. General

14.1 Law, Listing Rules and the Constitution

The Plan and all offers and issues of Performance Rights under the Plan are subject to the Law, the Listing Rules and the Constitution, each as in force from time to time.

14.2 Issue limitations

(a) The number of Performance Rights which may be Allocated under the Plan on any day must not exceed the maximum permitted under any Class Order providing relief from the disclosure regime of the Corporations Act to ensure compliance with such Class Order.

(b) Where the Performance Right lapses without being exercised, the Shares concerned are ignored when calculating the limits in this clause.

14.3 Costs and Expenses

The Company will pay all expenses, costs and charges in relation to the establishment, implementation and administration of the Plan, including all costs incurred in or associated with the issue or purchase of Shares (except for taxes which are payable by Participants and the exercise price (if any) for the Performance Rights) for the purposes of the Plan. Each Group Company will, if required by the Board, reimburse the Company for any such costs and charges to the extent that they relate to its employees officers or former employees or officers.

14.4 Withholding

(a) If any person (not being the Participant) is obliged as a result of or in connection with the grant, vesting, or exercise of any Performance Rights to account for income tax or employment taxes under any wage, withholding or other arrangements or for any other tax, social security contributions or levy or charge of a similar nature, then that person is entitled to be reimbursed by the Participant for the amounts so paid or payable.

(b) Where paragraph (a) applies, the Company is not obliged to pay the relevant amount or issue or transfer the relevant Shares to the Participant unless the relevant person is satisfied that arrangements have been made for reimbursement. Those arrangements may include, without limitation, the sale, on behalf of the Participant, of Shares issued or transferred or otherwise to be issued or transferred to the Participant and, where this happens, the Participant will also reimburse the costs of any such sale (e.g. stamp duty, brokerage, etc.)

14.5 Data protection

By returning an Application Form, each Participant consents to the holding and processing of personal data provided by the Participant to any Group Company for all purposes relating to the operation of the Plan. These include, but are not limited to:

(a) administering and maintaining Participants' records;

(b) providing information to trustees of any employee benefit trust, registrars, brokers or third party administrators of the Plan;

(c) providing information to future purchasers of the Company or the business in which the Participant works;

(d) transferring information about the Participant to a country or territory outside Australia.

14.6 Error in Allocation

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

14.7 Dispute

Any disputes or differences of any nature arising under the Plan will be referred to the Board and its decision will be final and binding in all respects.

14.8 Notices

Any notice or other communication under or in connection with the Plan may be given by personal delivery or by sending it by post or fax or email, in the case of a company to its registered office (or any other address notified by that company from time to time (***Notified Address***)) or the fax number (if any) of that registered office (or Notified Address), and in the case of an individual to their last known address, fax number, email address or, if they are a director or employee of a Group Company, either to their last known address, fax number or to the address of the place of business at which they carry out all or most of their duties, or to the fax number or email address relating to that address.

14.9 Governing Law

This Plan and the rights of Eligible Employees and Participants under the Plan are governed by the laws in force in the State of Western Australia, Australia.