

2007

**RULES OF EMPLOYEE SHARE OPTION
PLAN**

VENUS RESOURCES LIMITED
(formerly Venus Resources Pty Ltd)
ACN 123 250 582

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THIS PLAN ("**Plan**") is made the 15th day of March 2007

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires:

- 1.1 "**Application Form**" means a duly completed and executed application for the issue of Options made by an Eligible Person or Permitted Nominee in respect of an Offer, in the form approved by the Board from time to time;
- 1.2 "**ASX**" means Australia Stock Exchange;
- 1.3 "**Bid Period**" in relation to a takeover bid in respect of shares in the Company, means the period referred to in the definition of that expression in section 9 of the Corporations Law provided that where a takeover bid is publicly announced prior to the service of a bidder's statement on the Company in relation to a bid, the Bid Period shall be deemed to have commenced at the time of that announcement;
- 1.4 "**Board**" means the directors acting as the board of directors of the Company or a committee appointed by such board of directors;
- 1.5 "**Business Day**" means a day on which banks are open for business in Perth excluding a Saturday, Sunday or public holiday;
- 1.6 "**Certificate**" means the certificate issued in accordance with clause 9 by the Company to a Holder in respect of an Option;
- 1.7 "**Change of Control Event**" means a shareholder, or a group of associated shareholders, becoming entitled to sufficient shares in the Company to give it or them the ability, and that ability is successfully exercised, in general meeting, to replace all or a majority of the Board;
- 1.8 "**Company**" means Venus Resources Pty Ltd, ACN 123 250 582.
- 1.9 "**Corporations Act**" means *Corporation Act 2001 (Cth)*;
- 1.10 "**Director**" means a director of the Company from time to time but does not include a person who is only a director by virtue of being an alternate director;
- 1.11 "**Eligible Person**" means at any time a person who then is a director or an employee (whether full-time or part-time) of the Company or of an associated body corporate of the Company;
- 1.12 "**Exercise Condition**" means the performance, vesting or other conditions (if any) determined by the Board and specified in an Offer which are, subject to these Rules, required to be satisfied, reached or met before an Option can be exercised;
- 1.13 "**Exercise Price**" means in respect of an Option, the subscription price per Share, determined in accordance with clause 16, payable by a Holder on exercise of the Option;

- 1.14 **"Expiry Date"** means in relation to an Option, the date determined by the Board prior to the offer of the relevant Options, subject to any restriction in the Corporations Act from time to time but in any event no longer than five years from the Issue Date;
- 1.15 **"Holder"** means in relation to an Option, the person (whether an Eligible Person or a Permitted Nominee) entered in the Company's register of options as the holder of that Option;
- 1.16 **"Issue Date"** means in relation to an Option, the date on which the Company grants that Option;
- 1.17 **"Legal Personal Representative"** means the executor of the will or an administrator of the estate of a deceased person, the trustee of the estate of a person under a legal disability or a person who holds an enduring power of attorney granted by another person;
- 1.18 **"Listing Rules"** means the *Official Listing Rules of ASX* as they apply to the Company from time to time;
- 1.19 **"Market Value"** means if the Company is admitted to the official list of ASX:
- (i) the weighted average closing sale price of the Shares recorded on the stock market of ASX over the five trading days immediately preceding the day on which the Board resolves to offer an Option; or
 - (ii) in circumstances where there has been no trading in the Shares during the five trading days immediately preceding the day on which the Board resolves to offer an Option, the last sale price recorded on the stock market of ASX;
- 1.20 **"Offer"** means an invitation to an Eligible Person made by the Company under clause 6.1 to apply for an issue of Options;
- 1.21 **"Official Quotation"** has the meaning ascribed to it in the Listing Rules;
- 1.22 **"Option"** means an option issued under the Plan to subscribe for a Share;
- 1.23 **"Participant"** means a person who holds options issued under the Plan and includes if a Participant dies or becomes subject to a legal disability, the Legal personal Representative of the Participant;
- 1.24 **"Permitted Nominee"** has the meaning given to it by clause 7.2;
- 1.25 **"Plan"** means the Employee Share Option Plan established in accordance with these Rules;
- 1.26 **"Redundancy"** means in relation to an Eligible Person a determination by the Board that the Company's need to employ a person for the particular kind of work carried out by that Eligible Person has ceased (but for the avoidance of any doubt, does not include the dismissal of an Eligible Person for personal or disciplinary reasons or where the Eligible Person leaves the employ of the Company of his or her own accord);
- 1.27 **"Retirement"** means in relation to an Eligible Person, retirement by that Eligible Person from the Company at age 60 or over or such earlier age as considered appropriate by the Board;
- 1.28 **"Rules"** means these rules, as amended from time to time;
- 1.29 **"Series"** means in relation to Options, Options with a common Issue Date;
- 1.30 **"Shares"** means fully paid ordinary shares in the capital of the Company;

- 1.31 **"Specified Reason"** means Retirement, Total and Permanent Disablement, Redundancy or death;
- 1.32 **"Tax"** means any tax, levy, impost, GST, deduction, charge, rate, contribution, duty or withholding which is assessed (or deemed to be assessed), levied, imposed or made by any government or any governmental, semi-governmental or judicial entity or authority together with any interest, penalty, fine, charge, fee or other amount assessed (or deemed to be assessed), levied, imposed or made on or in respect of any or all of the foregoing; and
- 1.33 **"Total and Permanent Disablement"** means in relation to an Eligible Person, that the Eligible Person has, in the opinion of the Board and with effect on a date determined by the Board, after considering such medical and other evidence as it sees fit, become incapacitated to such an extent as to render the Eligible Person unlikely ever to engage in any occupation for which he is reasonable qualified by education, training or experience.

Interpretation

In this Agreement:

- 1.34 In these Rules, unless a contrary intention appears:
- (i) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a reference to a gender includes all genders; and
 - (iv) an expression defined in, or given a meaning for the purposes of, the Corporations Act has the same meaning where used in these Rules.

2. ESTABLISHMENT AND TERMINATION OF THE PLAN

- 2.1 The Board may establish and administer the Plan in accordance with the terms and conditions set out in these Rules and otherwise as it determines from time to time in its absolute discretion.
- 2.2 The Board may terminate the Plan, or suspend its operation for any period it considers desirable, at any time that it considers appropriate.
- 2.3 The Board may not issue any further Options after the Plan has been termination until the last of those Options lapses or is exercised.

3. PURPOSE OF PLAN

- 3.1 The purpose of this Plan is to:
- (i) recognise the ongoing ability of the employees of the Company and their expected efforts and contribution in the long term to the performance and success of the Company;
 - (ii) provide an incentive to the employees of the Company to remain in their employment in the long term;
 - (iii) attract persons of experience and ability to employment with the Company and foster and promote loyalty between the Company and its employees; and
 - (iv) provide employees of the Company with the opportunity to acquire Options, and ultimately Shares, in the Company, in accordance with these Rules.

4. OPERATION OF THE PLAN

4.1 The Plan operates according to these Rules which bind the Company and each Participant.

4.2 The number of Shares to be received on exercise of the Options the subject of an offer under the Plan when aggregated with:

(i) the number of Shares which would be issued where each outstanding offer or Option, being an offer made or Option acquired pursuant to the Plan or any other employee share scheme extended only to employees or directors of the Company, exercised; and

(ii) the number of Shares issued during the previous five years pursuant to the Plan or any other employee share scheme extended only to employees or Directors of the Company;

but disregarding any offer made, or Option acquired or Share issued by way of or as a result of:

(iii) an offer under the Plan to a person situated at the time of receipt of the Offer outside Australia; or

(iv) an offer under the Plan that did not need disclosure to investors because of section 708 of the Corporations Act; or

(v) an offer made under a disclosure document;

must not exceed 5% of the total number of issued Shares as at the time of the offer under the Plan.

5. ELIGIBILITY

5.1 Subject to these Rules, the Board may from time to time determine that any Eligible Person is entitled to participate in the Plan and the extent of that participation. Prior to making that determination, the Board must consider:

(i) the seniority of the relevant Eligible Person and the position the Eligible Person occupies within the Company;

(ii) the length of service of the Eligible Person with the Company;

(iii) the record of employment of the Eligible Person with the Company;

(iv) the potential contribution of the Eligible Person to the growth of the Company;

(v) the extent (if any) of the existing participation of the Eligible Person (or any Permitted Nominee in relation to that Eligible Person) in the Plan; and

(vi) any other matters which the Board considers relevant.

5.2 The Board may exercise its powers in relation to the participation of any Eligible Person on any number of occasions.

6. OFFER OF OPTIONS

6.1 Subject to these Rules and to the Listing Rules, the Company (acting through the Board) may offer Options to any Eligible Person at such times and on such terms as the Board considers appropriate. Each offer must state:

- (i) the name and address of the eligible Person to whom the offer is made;
- (ii) that the Eligible Person to whom the offer is addressed may accept the whole or any lesser number of Options offered;
- (iii) the minimum number of Options and any multiple of such minimum or any other number which may be accepted;
- (iv) the period within which the offer may be accepted, and the period or periods during which the Options or any of them may be exercised and the Expiry Date;
- (v) the method of calculation of the Exercise Price; and
- (vi) any other matters which the Board may determine.

7. ACCEPTING OFFERS

7.1 Upon receipt of an offer of Options, an Eligible Person may, within the period specified in the offer;

- (i) accept the whole or any lesser number of Options offered by giving to the Company an Application Form; or
- (ii) nominate a nominee in whose favour the Eligible Person wishes to renounce the offer by notice in writing to the Board. The Board may, in its absolute discretion, resolve not to allow such renunciation of an offer in favour of a nominee without giving any reason for such decision.

7.2 Upon:

- (i) receipt of the Application Form referred to in clause 7.1(i); or
- (ii) the Board resolving to allow a renunciation of an offer in favour of a nominee ("**Permitted Nominee**") and the Permitted Nominee accepting the whole of any lesser number of Options offered by giving the Company an Application Form,

then the Eligible Person or the Permitted Nominee, as the case may be, will be taken to have agreed to be bound by these Rules and will be granted Options subject to these Rules.

7.3 If Options are issued to a Permitted Nominee or an Eligible Person, the Eligible Person must, without limiting any provision in these Rules, ensure that the Permitted Nominee complies with these Rules.

7.4 On the issue of Options following receipt by the Company of an Application Form, an Eligible person or the Permitted Nominee, as the case may be, becomes a Participant.

8. NO CONSIDERATION

8.1 No consideration is payable by an Eligible Person for a grant of an Option, unless the Board decides otherwise.

9. CERTIFICATES

9.1 The Company must give a Participant one or more Certificates stating:]

- (i) the number of Options issued to the Participant;

- (ii) the Exercise Price of those Options; and
- (iii) the Issue Date of those Options.

9.2 The Certificates for the Options will be dispatched within 10 Business Days after the Issue Date.

10. QUOTATION

10.1 The Company will not apply for Official Quotation of any Options.

10.2 If shares of the same class as those allotted pursuant to the exercise of Options granted under the Plan are listed on the ASX, the Company must apply for official Quotation of those Shares allotted pursuant to the exercise of Options within the time required by the Listing Rules after the date of allotment.

11. NOT TRANSFERABLE

11.1 Subject to clause 14.5, Options are not transferable.

12. EXERCISE OPTIONS

12.1 Subject to these Rules and the terms of the Options, Options may be exercised at any time during the period commencing on the Issue Date and ending on the Expiry Date.

12.2 Notwithstanding clause 12.1, all Options may be exercised:

- (i) during a Bid Period; or
- (ii) at any time after a Change of Control Event has occurred; or
- (iii) on an application under section 411 of the Corporations Act, if a court orders a meeting to be held concerning a proposed compromise or arrangement for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company.

12.3 Options may only be exercised by the Participant giving notice in writing to the Board delivered to the registered office of the Company. The notice must specify the number of Options being exercised and the Exercise Price for the Options specified in the notice and must be accompanied by:

- (i) the Certificate for those Options, for cancellation by the Company; and
- (ii) a cheque made payable to the Company (or another form of payment acceptable to the Board) in the amount of the product of the number of Options then being exercised by the Participant and the Exercise Price.

The notice is only effective (and only becomes effective) when the Company has received value for the full amount referred to in clause (ii).

12.4 Subject to clause 14.1, within 10 Business Days after the notice referred to in clause 12.3 becoming effective, the Board must:

- (i) allot and issue the number of Shares to be issued in respect of the Options being exercised;
- (ii) cancel the Certificate for the Options being exercised; and

- (iii) if applicable, issue a new Certificate for any remaining Options covered by the Certificate accompanying the notice.

12.5 The Board may, at its discretion, by notice to the Participant reduce, waive or vary (provided such variation is not adverse to the Participant) the Exercise Conditions attaching to Options in whole or in part at any time and in any particular case.

13. SHARES ALLOTTED ON EXERCISE OF OPTIONS

13.1 All Shares allotted upon exercise of the Options rank *pari passu* in all respects with Shares previously issued and, in particular, entitle the holders of Shares to participate full in:

- (i) Dividends declared by the Company after the date of allotment; and
- (ii) All issues of securities made or offered pro rata to holders of Shares.

14. LAPSE OF OPTIONS

14.1 Options not validly exercised on or before the Expiry Date will automatically lapse.

14.2 Unless otherwise determined by the Board, if any Options are granted subject to Exercise Conditions and, prior to satisfaction of the Exercise Conditions (such that the Options are not exercisable), an Eligible Person ceases to be an Eligible Person then:

- (i) if the Eligible Person ceases to be an Eligible Person for any reason other than a Specified Reason, any such Options held by such Eligible Person, or if appropriate, his or her Permitted Nominee, will automatically lapse; and
- (ii) if the Eligible Person ceases to be an Eligible Person for a Specified Reason, such Eligible Person, or if appropriate, his or her Permitted Nominee, may exercise any such Options held by him or her within:
 - (a) three months of the date of (as the case may be) Retirement Redundancy, death or Total and Permanent Disablement; or
 - (b) subject to the Board, in its absolute discretion, reducing, waiving or varying the Exercise Conditions applying to those options in accordance with clause 12.5 so that those Options may be exercised. Options the subject of clause 14.2(ii) not exercised within three months or the longer period determined by the Board, will automatically lapse.

14.3 Unless otherwise determined by the Board, if an Eligible Person ceases to be an Eligible Person at any time after an Option is or has become exercisable, then:

- (i) if the Eligible Person ceases to be an Eligible Person for any reason other than a Specified Reason, such Eligible Person, or if appropriate, his or her Permitted Nominee, may exercise any such Options held by him or her within:
 - (a) one month of ceasing to be an Eligible Person; or
 - (b) such longer period as the Board determines,

and any Options the subject to this clause not exercised within one month or the longer period determined by the Board, will automatically lapse;

lapse; and

- (ii) if an Eligible Person ceases to be an Eligible Person for a Specified Reason, such Eligible Person, or if appropriate, his or her Permitted Nominee is entitled to exercise any such Option at any time prior to its Expiry Date.

14.4 A certificate signed by the company secretary of the Company stating that a person ceased for any reason to be an Eligible Person shall (in the absence of manifest error) be conclusive for the purposes of the Plan, both as to such occurrence and the reason for such occurrence and the date of such occurrence.

14.5 Subject to clause 14.2, if at any time prior to the Expiry Date of any Options a Holder dies, the deceased holder's Legal Personal Representative may:

- (i) elect to be registered as a new Holder of the deceased Holder's Options;
- (ii) whether or not he or she becomes so registered, exercise those Options in accordance with and subject to these Rules as if he were the Holder of them; and
- (iii) if the deceased holder had already given the Company a notice of exercise of his or her Options, pay the Exercise Price in respect of those Options.

15. PARTICIPATION RIGHTS, BONUS ISSUES, RIGHTS ISSUES REORGANISATIONS OF CAPITAL AND WINDING UP

15.1 New Issues

- (i) Participants are not entitled to participate in any new issue of securities to existing holders of Shares in the Company unless:
 - (a) they have become entitled to exercise their Options under the Plan; and
 - (b) they do so before the record date of the determination of entitlements to the new issue of securities and participate as a result of being holders of Shares.
- (ii) The Company must give Participants, in accordance with the Listing Rules, notice of any new issue of securities before the record date for determining entitlements to the new issue.

15.2 Bonus Issues

If there is a bonus share issue ("**Bonus Issue**") to the holders of the Shares, the number of Shares over which an Option is exercisable will be increased by the number of Shares which the Holder would have received if the Option had been exercised before the record date for the Bonus Issue ("**Bonus Shares**"). The Bonus Shares must be paid up by the Company out of profits or reserves (as the case may be) in the same manner as was applied in the Bonus Issue and upon issue rank pari passu in all respects with the other shares of that class on issue at the date of issue of the Bonus Shares.

15.3 Pro Rata Issues

If there is a pro rata issue (other than a Bonus issue) to the holders of Shares during the currency of, and prior to the exercise of any Options, the Exercise Price

Price of an Option will be adjusted in the manner provided for in the Listing Rules.

15.4 Reorganisation of Capital

If, prior to the expiry of any Options, there is a reorganisation of the issued capital of the Company, then the rights of a Participant (including the number of Options to which each Participant is entitled and the Exercise Price) is changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation.

15.5 Winding Up

If, prior to the expiry of any Options, a resolution for a members' voluntary winding up of the Company is proposed (other than the purpose of a reconstruction or amalgamation) the Board may, in its absolute discretion, give written notice to Participants of the proposed resolution. Subject to the Exercise Conditions, the Participants may, during the period referred to in the notice, exercise their Options.

15.6 Fractions of Shares

For the purpose of this clause 15, if Options are exercised simultaneously, then the Participant may aggregate the number of shares or fractions of Shares for which the Participant is entitled to subscribe. Fractions in the aggregate number only will be disregarded in determining the total entitlement of a Participant.

15.7 Calculations and Adjustments

Any calculations or adjustments which are required to be made under this clause 15 will be made by the board and, in the absence of manifest error, are final and conclusive and binding on the Company and the Participant.

15.8 Notice of Change

The Company must within a reasonable period give to each Participant notice of any change under clause 15 to the Exercise Price of any Options held by the Participant or to the number of shares which the Participant is entitled to subscribe for on exercise of an Option.

16. EXERCISE PRICE OF OPTIONS

16.1 The method of calculation of the Exercise Price of each Option will be determined by the Board with regard to the Market Value of the Shares when it resolves to offer the Option.

17. AMENDMENTS TO THE RULES

17.1 Board May Alter Rules

The Board may subject to the Listing Rules alter, delete or add to these Rules at any time (save for the provisions of clause 4).

17.2 Consent of Participants

If any amendments to be made under clause 17.1 would adversely affect the rights of Participants in respect of any Options then held by them, the Board must obtain the consent of Participants who between them hold not less than 75% of the total

75% of the total number of those Options held by all those Participants before making the amendment.

17.3 Eligible Persons Outside Australia

The Board may make any additions, variations or modifications to the Rules, in relation to the implementation of the Plan and the specific application of the Rules to Eligible Persons residing outside Australia.

18. POWERS OF THE BOARD

- 18.1 The Plan shall be administered by the Board who shall have the power to:
- (i) determine appropriate procedures and make regulations for the administration of the Plan which are consistent with these Rules;
 - (ii) resolve conclusively all questions of fact or interpretation arising in connection with the Plan;
 - (iii) terminate or suspend the operation of the Plan at any time, provided that the termination or suspension does not adversely affect or prejudice the rights of Participants holding Options at that time;
 - (iv) delegate those functions and powers it considers appropriate, for the efficient administration of the Plan, to any one or more persons whom the Board reasonable believes to be capable of performing those functions and exercising those powers, for such period and on such conditions as the Board may determine;
 - (v) take and rely upon independent professional or expert advice in or in relation to the exercise of any of their powers or discretions under these Rules;
 - (vi) administer the Plan in accordance with these Rules as and to the extent provided in these Rules; and
 - (vii) make regulations for the operation of the Plan consistent with these Rules.

19. NOTICES

- 19.1 Notices may be given by the Company to any Holder either personally or by sending by post to his or her address as noted in the Company's records or to the address (if any) within the Commonwealth of Australia supplied by him to the Company for the giving of notices. Notices for any overseas Holders shall be forwarded and posted by air. Where a notice is sent by post the notice shall be deemed to be served on the day after posting. The signature of any notice may be given by any Director or secretary of the Company. A notice of exercise given under clause 12.3 shall not be deemed to be served on the Company until actually received.

20. NO COMPENSATION OR DAMAGES

- 20.1 The rights and obligations of any Holder under the terms of his or her employment with the Company are not affected by his or her participation in the Plan.
- 20.2 These Rules do not form part of, and will not be incorporated into, any contract of engagement or employment between a Holder and the Company.
- 20.3 No Holder has any rights to compensation or damages as a result of the

termination of his or her employment, so far as those rights arise or may arise from the Holder ceasing to have rights under the Plan as a result of the termination.

- 20.4 Participants do not, as Participants, have any right to attend or vote at general meetings of holders of Shares.

21. GOVERNING LAW

- 21.1 The Plan and any Options issued under it are governed by the laws of Western Australia and the Commonwealth of Australia.
- 21.2 Each Participant irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia, the Commonwealth of Australia and courts entitled to hear appeals from those courts.

22. ADVICE

- 22.1 Eligible Persons should obtain their own independent advice at their own expense on the financial, taxation and other consequences to them of or relating to participation in the Plan.