

Clime Investment Management Limited Employee Share Plan – December 2024

Between

Company

Clime Investment Management Limited ACN 067 185 899.

Participants

Each Employee who has been admitted by the Company to participate in the Plan as a ‘Eligible Participant’ in accordance with clauses 3, 4 and 5 of these Rules.

Background

The Company wishes to align the interests of Eligible Participants and the Shareholders of the Company by providing the Eligible Participants with the opportunity to participate in the ownership of the Company through the issue of Shares on the terms of this Plan.

Abbreviations used:

Details	Abbreviation
Clime Investment Management Limited, its subsidiaries and its associates	“Clime Group”
Clime Investment Management Limited Employee Share Plan – December 2024	“Plan”
Fully paid ordinary shares of Clime Investment Management Limited (CIW)	“Shares”
Price of above shares	“Issue Price”

Purpose:

The purpose of the Plan is to:

- (a) assist in the reward, retention and motivation of Eligible Participants;
- (b) link the reward of Eligible Participants to Shareholder value creation; and
- (c) align the interests of Eligible Participants with Shareholders by providing an opportunity to Eligible Participants to receive an equity interest in the Company through the grant of Shares.

Eligible Participants:

- 1. Existing employees of Clime Investment Management Limited and its subsidiaries and associates (referred to as “Clime”) who have completed employment with Clime for a period of at least 12 months as at 1 December 2024 are considered to be “**Eligible Participants**” for this Plan.

Invitation to Eligible Participants and Application

- 1. Clime Group may extend an invitation letter to Eligible Participants to acquire Shares of Clime Investment Management Limited, at a value deemed appropriate by the Board, subject to any Disposal Restrictions or other special conditions which it considers appropriate.
- 2. The Issue Price must be determined by the Board on the date it resolves to issue the Invitation and, the Board may determine that no amount is payable by an Eligible Participant for Plan Shares.
- 3. Unless the Board determines otherwise, the total discount on the Plan Shares issued to any Eligible Participant must not exceed \$1,000 in any income year or the amount specified under section 83A-35(2)(a) of the Tax Act (if that amount is different and it has application to the Plan Shares).
- 4. Each Invitation must be in writing and must specify:
 - (a) the date of the Invitation;
 - (b) the name and address of the Eligible Participant to whom the Invitation is made;
 - (c) the number of Shares that the Eligible Participant is invited to apply for (or the method by which the number will be calculated);
 - (d) the Issue Price payable for the Shares (or the method by which the Issue Price will be determined);
 - (e) the Disposal Restrictions and special conditions (if any) applicable to the Invitation;
 - (f) the time and date by which the Invitation must be accepted; and

- (g) any other information required to be specified in the Invitation by the Corporations Act, the Tax Act, the Tax Administration Act or the Listing Rules, or such other matters as the Company may determine from time to time.
5. An Eligible Participant who receives an Invitation and wishes to apply for Shares must complete and return to the Company an Application Form, together with payment of the Issue Price, in accordance with the instructions that accompany the Invitation, or in any other way the Company determines, including completing, signing and returning any documentation, and taking such other steps as may be required by the Company.
6. An Eligible Participant is, by submitting a completed Application Form, and upon acceptance by the Board, deemed to have agreed to be bound by:
- (a) the terms of the Invitation and the Application Form;
 - (b) these Rules; and
 - (c) the Constitution.
7. After receiving an Application Form in accordance with clause 4.1.2, the Board may, in its absolute discretion:
- (a) admit the Eligible Participant to participate in this Plan as a Participant;
 - (b) grant the Plan Shares to the Participant specified in the Invitation in whole or in part; and
 - (c) enter the Participant's name in the appropriate register of the Company.
8. The Company may, in its absolute discretion, refuse to allow the participation of an Eligible Participant where that Eligible Participant ceases to satisfy any relevant conditions imposed by the Company which may include circumstances where:
- (a) the applicant is not an Eligible Participant;
 - (b) notice of termination of the applicant's employment or engagement with the Company has been given (whether by the applicant or by the Company or any Related Body Corporate); or
 - (c) the Board has determined that the applicant is no longer eligible to participate in the Plan.
- 9. Invitation terms and conditions take precedence**
- To the extent of any inconsistency, the terms and conditions advised to an Eligible Participant by the Company in an Invitation and Application Form will prevail over any other provision of this Plan.

Issue of Plan Shares

1. Timing of issue

Upon acceptance of an Application by the Board, the Company must:

- (a) issue the Plan Shares to the Participant; and
- (b) despatch, or procure the despatch, of a holding statement or such other evidence of holding to the Participant or enter the Plan Shares into the Participant's uncertificated holding (as the case may be),

within 15 Business Days of the acceptance by Board of the Application or such other period prescribed from time to time under the Listing Rules or the Corporations Act.

2. Ranking

Plan Shares issued following the acceptance by the Board of an Application will be credited as fully paid and rank *parri passu* in all respects with all existing fully paid Shares (except for any rights attaching to the Shares by reference to a record date prior to the date of issue or transfer of the Plan Shares) from the date the Plan Shares are issued to the Participant.

3. Dividends

The Participant will be entitled to those dividends which have a record date for determining entitlements on or after the date the Plan Shares are issued or transferred to the Participant.

4. Quotation on ASX or a recognised securities exchange

If Shares of the same class as the Plan Shares are quoted on the ASX or any other recognised securities exchange, the Company will apply for quotation of the Plan Shares issued (or any unquoted Plan Shares transferred) in accordance with the requirements under the Listing Rules.

Disposal restrictions

A Participant must not Dispose of a Plan Share:

- (a) until the earlier of:
 - (i) the end of the period of 3 years from the date on which the Plan Share was issued or transferred to the Participant or the period stated in section 83A-45(5)(a) of the Tax Act (if that period is different and has application to the Plan Share) or such earlier time as the Commissioner of Taxation allows in accordance with section 83A-45(5)(a) of the Tax Act; **and**
 - (ii) the time when the Participant is no longer employed by the Company or a Subsidiary of the Company; and
- (b) unless all applicable Disposal Restrictions (if any) relating to the Plan Share are satisfied.