

18 September 2014, as amended on 10 November 2021 and as amended on 9 October 2024

ImpediMed Limited

Employee Incentive Plan

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ImpediMed Limited

Employee Incentive Plan

Adopted by the Board on 9 October 2024.

1 Definitions

In these Rules, these terms have the following meanings:

Acceptance Date	The last date for acceptance of an offer of Incentives, as specified in the relevant Letter of Offer.
ASIC	Australian Securities and Investment Commission.
Associate	The same meaning as in section 318 of the <i>Income Tax Assessment Act 1936</i> (Cth).
ASX	ASX Limited ACN 008 624 691 or the securities exchange operated by it, as the context requires.
ASX Listing Rules	The official listing rules of the ASX.
ASX Settlement Operating Rules	The rules of ASX Settlement Pty Limited.
Board	The board of directors of the Company.
Bonus Date	Any date after the date an Incentive is issued and before the Expiry Date, on which entitlements are ascertained for holders of Shares to participate in any bonus issue by way of capitalisation of profits, reserves or share capital account.
Business Day	The meaning given to that term in the ASX Listing Rules.
Change of Control Event	Where: <ol style="list-style-type: none">(a) a Takeover Bid is made and a person obtains voting power (as that term is defined in the Corporations Act) of more than 50% and the Takeover Bid has become unconditional;(b) a court has sanctioned a compromise or arrangement (other than for the purpose of, or in connection with, a scheme for the reconstruction of the Company); or(c) any other transaction which the Board determines will result in a change in control of the Company.
Company	ImpediMed Limited ABN 65 089 705 144.
Constitution	The constitution of the Company as amended from time to time.
Consultant	A person who is not an Employee and who performs bona fide services to the Company.

Corporations Act	The <i>Corporations Act 2001</i> (Cth).
Current Market Value	The VWAP of the Shares on ASX over the 5 Business Days prior to the date that an Exercise Notice is lodged with the Company by a Participant in accordance with rule 5.2 (rounded down to the nearest whole cent).
Deal	To conduct any dealing including to sell, transfer, assign, create a trust, encumber, create an option, swap or alienate all or any part of the rights attached, and includes any attempt to conduct any dealing.
Eligible Person	(a) An Employee; or (b) such other person (including a Consultant or any person's legal personal representative or trustee in bankruptcy) as the Board in its discretion determines to be eligible to participate in the Plan.
Employee	A person (including an executive director) who is in permanent full-time or part-time employment with a Group entity.
Exercise Notice	A notice substantially in the form of the schedule 1 .
Exercise Period	The period or periods during which an Incentive may be exercised or vest as determined by the Board and specified in the Letter of Offer.
Exercise Price	The price in Australian dollars determined by the Board as being payable by a Participant to acquire a Share upon exercise of an Option or vesting of a Performance Right and specified in the Letter of Offer.
Expiry Date	The date determined by the Board as the date that the Incentives expire.
Group	The Company and any: <ul style="list-style-type: none"> (a) related body corporate (as that term is defined in the Corporations Act) of the company; and (b) entity designated by the Board, in its discretion, to be an associated body corporate for the purposes of the Plan.
Incentive	A Share, an Option or a Performance Right.
Letter of Offer	A letter from the Company to an Employee offering to issue Incentives to the Employee under the Plan.
Options	Options to subscribe for Shares issued or acquired under this Plan on the terms set out in the Offer Letter.
Outstanding Incentives	In relation to a Participant, Incentives which remain unvested or unexercised from time to time.
Participant	An Eligible Person to whom Incentives have been granted.

Plan	This Employee Incentive Plan as amended from time to time.
Performance Right	A right to acquire or be issued a Share under this Plan on the terms set out in the Offer Letter for which the Exercise Price is zero.
Performance Rights Exercise Notice	A notice substantially in the form of the schedule 2 .
Relevant Interest	Has the meaning given in sections 608 and 609 of the Corporations Act.
Rights Issue	An offer or invitation by the Company to the holders of Shares (on a pro rata basis) to subscribe for Shares, convertible notes or other securities of the Company (whether by way of renounceable or non-renounceable rights or otherwise) but does not include an offer or invitation in the nature of a dividend.
Rules	These rules as altered or added to from time to time, including any special terms formulated under rule 13.1(b) .
Shareholder	A holder of a Share.
Shares	Fully paid ordinary shares in the capital of the Company.
Takeover Bid	An off-market bid or market bid made under Chapter 6 of the Corporations Act.
Trading Policy	The Company's securities trading policy as amended from time to time.
Vesting Conditions	Any performance hurdles or other conditions (including as to time) that must be satisfied before Incentives vest.

2 Purpose of Plan

The purpose of the Plan is to:

- (a) provide a long term incentive for Eligible Persons to work with commitment towards enhancing the value of the Company and the Shares for the benefit of Shareholders; and
- (b) retain and attract Eligible Persons whose contributions are, or may be, beneficial to the growth and development of the Group.

3 Incentive entitlement

3.1 Offer to Eligible Persons

The Board may, from time to time, in its absolute discretion, offer to issue Incentives to an Eligible Person, in accordance with these Rules.

3.2 Information to be provided

The Board must, at the time an offer of Incentives is made under the Plan, provide the Eligible Person with a Letter of Offer which sets out the following information regarding the Incentives:

- (a) the number of each type of Incentives (including any combination of Incentives) being offered;
- (b) the Exercise Price, or the method of calculation of the Exercise Price (if the Exercise Price is zero, then a statement to that effect);
- (c) any applicable Vesting Conditions;
- (d) the period or periods in which the Incentives can be exercised or vest;
- (e) the Expiry Date (if any);
- (f) any restrictions on Dealing with Shares;
- (g) instructions as to how the offer of Incentives can be accepted; and
- (h) the Acceptance Date.

3.3 Price of Incentives

Unless otherwise determined by the Board, Incentives are to be issued for nil consideration to Eligible Persons under the Plan.

3.4 Eligibility

An Eligible Person is only eligible to participate in the Plan and to be offered Incentives under the Plan if he or she has satisfied the criteria that the Board from time to time determines for participation in the Plan, including the following:

- (a) the Eligible Person's period of employment or other engagement with the Group, including the years of service by that Eligible Person;
- (b) the contribution to the Group which has been made by the Eligible Person;
- (c) the potential contribution of the Eligible Person to the Group; and
- (d) any other matters which the Board considers in its absolute discretion, to be relevant.

3.5 Invitation personal

Unless the Board determines otherwise:

- (a) an offer of Incentives under the Plan is personal to the Eligible Person to whom it is addressed ; and
- (b) an Eligible Person may only accept an offer of Incentives in his or her own name.

3.6 Acceptance of offer

- (a) An Eligible Person who has been offered Incentives under the Plan may accept that offer by delivering to the Company written notice of acceptance of the offer in the form determined by the Board.

- (b) On receipt of acceptance of an offer of Incentives, the Company will grant the Eligible Person the number of Incentives accepted by them and the terms set out in the Letter of Offer will apply to those Incentives.

3.7 Consequence of offer of Incentives

By accepting an offer of Incentives under the Plan, an Eligible Person:

- (a) becomes a Participant; and
- (b) agrees to be bound by:
 - (i) the Rules; and
 - (ii) when Shares are issued to the Eligible Person on exercise or vesting of an Incentive, the Constitution.

3.8 Lapse of offer

Unless otherwise determined by the Board, an offer of Incentives under the Plan will lapse on the date immediately following the Acceptance Date.

3.9 Quotation of Options

Options will not be quoted on ASX.

4 Vesting of Incentives

- (a) Subject to these Rules (including **rule 4(d)** and **rule 6.2**) and the terms of the Letter of Offer, Incentives will only vest once the relevant Vesting Conditions have all been satisfied.
- (b) Performance Rights will automatically vest on the Business Day after the relevant Vesting Conditions have all been satisfied and;
 - (i) in respect of Performance Rights issued before 1 July 2024 the Company must issue Shares in accordance with **rule 7**; and
 - (ii) in respect of Performance rights issued on or after 1 July 2024, following satisfaction of the Vesting Conditions, a Participant may provide to the Company a Performance Rights Exercise Notice stating the number of vested Performance Rights to be exercised and upon receipt of the Performance Rights Exercise Notice the Company must issue Shares in accordance with **rule 7**.
- (c) If, in the opinion of the Board, a Change of Control Event has occurred, or is likely to occur, the Board may declare a Performance Right or a Share to be free of any Vesting Conditions and the Company must issue Shares in accordance with **rule 7**.
- (d) Notwithstanding any other provision of these Rules, the Board may:
 - (i) waive or vary any Vesting Condition; or
 - (ii) determine that any Vesting Condition is satisfied notwithstanding that it may not be.

5 Exercise of Options

5.1 Entitlement to Shares

Unless otherwise determined by the Board, each Option entitles the Participant to subscribe for one Share at the Exercise Price.

5.2 Procedure for exercise

A Participant may at any time during an Exercise Period exercise Outstanding Options (if vested), in whole or in part, by lodging with the Company at its registered office:

- (a) an Exercise Notice signed by the Participant stating the number of Options exercised; and
- (b) subject to **rule 5.3**, the subscription money for the relevant Shares, being the amount in dollars equal to the number of Options exercised multiplied by the Exercise Price.

5.3 Cashless exercise

If requested by a Participant, the Board may elect (but is not obliged) to apply a cashless exercise procedure in respect of the exercise of any Options. The cashless exercise procedure will operate as follows (unless otherwise determined by the Board):

- (a) the Participant will not be required to pay the Exercise Price for the Options which are exercised;
- (b) the value of the Shares the Participant will receive will be calculated by multiplying the Current Market Value by the number of Shares underlying the relevant Options and deducting the aggregate Exercise Price for those Options; and
- (c) the number of Shares issued to the Participant will be equal to the value calculated in **rule 5.3(b)** divided by the Current Market Value (rounded down to the nearest whole number), and the balance of the Options that the Participant requested to exercise will lapse.

A worked example is set out in **schedule 3**.

5.4 Conditions relating to exercise of an Option

- (a) Subject to these Rules and unless otherwise determined by the Board, an Option may only be exercised during the Exercise Period.
- (b) If, in the opinion of the Board, a Change of Control Event has occurred, or is likely to occur, the Board may declare an Option to be free of any Vesting Conditions and Options which are so declared may, subject to **rule 6**, be exercised at any time on or before the relevant Expiry Date and in any number.

5.5 Partial exercise

The exercise of some Options does not affect the Participant's right to exercise other Options at a later time.

6 Lapse of Incentives

6.1 Ceasing employment and other circumstances

Unless otherwise determined by the Board, an Incentive held by a Participant will immediately lapse upon the first to occur of:

- (a) its Expiry Date;
- (b) the Participant failing to meet the Incentive's Vesting Conditions within the prescribed period;
- (c) if the Participant ceases to be employed by the Company or another Group entity due to resignation:
 - (i) for vested Options, 30 days after the date of cessation of

- employment (or such longer period as the Board determines); and
 - (ii) for unvested Incentives, the date of cessation of employment (or such longer period as the Board determines);
- (d) if the Participant ceases to be employed by the Company or another Group entity due to bona fide retirement or retrenchment, or the Participant's death, permanent illness or permanent physical or mental incapacity (as certified by a medical practitioner who is approved in writing by the Board):
 - (i) for vested Options, 12 months after the date of cessation of employment (or such longer period as the Board determines); and
 - (ii) for unvested Incentives, the date of cessation of employment (or such longer period as the Board determines);
- (e) if the Participant ceases to be employed by the Company or another Group entity for any other reason:
 - (i) for vested Options, 30 days after the date of cessation of employment (or such longer period as the Board determines); and
 - (ii) for unvested Incentives, the date of cessation of employment (or such longer period as the Board determines);
- (f) a determination by the Board that:
 - (i) the Participant has:
 - (A) been dismissed or removed from office as an employee of director of the Company or another Group entity for any reason which entitles the Group entity to dismiss the Participant without notice; or
 - (B) acted fraudulently, dishonestly or in breach of the Participant's obligations to the Company or another Group entity; and
 - (ii) the Incentive is for that reason to be forfeited.

6.2 Board discretion

- (a) Notwithstanding **rules 6.1(c) to 6.1(e)** (inclusive), the Board may, subject to compliance with the Corporations Act and the ASX Listing Rules, determine to treat any Incentive in a manner different to the manner set out in those Rules (including without limitation determining that any unvested or vested Incentives do not lapse as a result of, or on the date of, cessation of employment or do not lapse at that time) if the Board reasonably determines that the relevant circumstances warrant such treatment.
- (b) Notwithstanding anything else in this **rule 6**, where a Participant ceases to be employed by the Company or another Group entity and:
 - (i) the reason for the cessation is due to the transfer of the Participant's employment to another Group entity or to a joint venture in which a Group entity participates; or
 - (ii) the Participant has had a change of status and provides services to the Company or another Group entity as a

consultant,
then the Participant will be treated, for the purposes of this rule 6,
as though their employment did not cease and **rules 6.1(c) to (e)**
will not apply, unless the Board determines otherwise.

7 Issue of Shares

7.1 Issue of Shares

- (a) The Company must:
- (i) allot a Participant the number of Shares which corresponds with the number of:
 - (A) Options being exercised under **rule 5**;
 - (B) vested Performance Rights under **rules 4(b)(i) or 4(c)**;
 - (C) Performance Rights specified in a Performance Rights Exercise Notice issued pursuant to rule **4(b)(ii)**; or
 - (D) Shares referred to in a Participant's Letter of Offer;
 - (ii) if those Shares are in the same class as shares quoted on ASX, apply for quotation of those Shares on ASX; and
 - (iii) issue a holding statement in accordance with the ASX Settlement Operating Rules or any other relevant market rules, or if applicable, issue a certificate representing those Shares, to the Participant,
within 12 Business Days of the date:
 - (iv) the Options are exercised;
 - (v) the Performance Rights (in the case of Performance Rights to which **rule 4(b)(i)** applies) or Shares vest; or
 - (vi) the Performance Rights (in the case of Performance Rights to which **rule 4(b)(ii)** applies) are exercised, orsuch other time period as required by the ASX Listing Rules.
- (b) The Company may satisfy its obligation to allot Shares under this Plan by:
- (i) issuing new Shares to the Participant; or
 - (ii) procuring that existing Shares be transferred to the Participant.
- (c) If the issue of Shares under **rule 7.1(b)(i)** would require the Company to prepare a disclosure document (as that term is defined in the Corporations Act), in the absence of appropriate arrangements with the Participant, then the Company may require the Participant (as a pre- condition to the issue of the underlying Shares on exercise of the Options or vesting of Performance Rights) to enter into such arrangements with the Company as the Board considers appropriate to ensure that the issue of such Shares without disclosure does not contravene the fundraising provisions of the Corporations Act.

7.2 Sale of Shares

- (a) Subject to any relevant restrictions under a Participant's Letter of Offer and the Trading Policy, there will be no transfer restrictions on Shares

issued under the Plan unless the sale, transfer or disposal by the Participant of the Shares would require the preparation of a disclosure document (as that term is defined in the Corporations Act).

- (b) If a disclosure document is required, the Participant agrees to enter into such arrangements with the Company as the Board considers appropriate to prevent the sale, transfer or disposal of the relevant Shares in a manner that would require a disclosure document to be prepared.

7.3 Share ranking

Subject to the provisions of **rule 7.4**, any Shares issued pursuant to any exercise or vesting of the Incentives rank equally in all respects with other Shares of the Company on issue at the date of such issue.

7.4 Dividends

Where any Shares are issued during a period in respect of which a dividend is declared, the holder of those Shares is only entitled to receive a dividend where the Incentive pursuant to which such Shares were issued was exercised or vested on or before the relevant dividend entitlement date.

8 Reconstructions and future issues

8.1 Reconstructions

If at any time or times prior to the exercise by the Participant or vesting of any Outstanding Incentives, there is any reconstruction (including a consolidation, subdivision, reduction, cancellation or return) of the issued capital of the Company, the terms of Incentives and the rights of the Participant will be amended by the Board to the extent necessary to comply with the ASX Listing Rules at the time of the reconstruction.

8.2 Bonus issues

On each Bonus Date, each Outstanding Incentives confers on the Participant the right:

- (a) to receive on exercise or vesting of those Outstanding Incentives, not only an allotment of one Share for each of the Outstanding Incentives exercised or vested but also an allotment of the additional Shares and/or other securities the Participant would have received had the Participant participated in that bonus issue as a holder of Shares of a number equal to the Shares that would have been allotted to the Participant had the Participant exercised those Outstanding Incentives or the Outstanding Incentives had vested immediately before that Bonus Date; and
- (b) to have profits, reserves or share premium account, as the case may be, applied in paying up in full those additional Shares and/or other securities.

8.3 Rights issue

- (a) If, during the currency of any Incentives and at any time or times prior to the exercise by the Participant or vesting of any Outstanding Incentives, the Company conducts a Rights Issue, the Exercise Price of the Outstanding Incentives will be adjusted in accordance with the formula for adjustment set out in the ASX Listing Rules as at the date the Incentives were issued.

- (b) If an adjustment is made to the Exercise Price pursuant to this **rule 8.3**, the directors of the Company will notify each Participant of the adjustment within one month after the record date for the Rights Issue.

8.4 New issues

Subject to **rules 8.1** and **8.2**, Outstanding Incentives do not carry the right to participate in any new issues of securities by the Company, including pro rata issues.

9 Limit to Plan

9.1 Limit on Incentives to be issued under the Plan

The Company must not issue Incentives if the maximum number of Shares issued or which may be issued under this Plan, including any sub-plan established under **rule 13.1(b)**, exceeds 10% of the total issued share capital of the Company at the time of the proposed issue.

9.2 Refusal to permit exercise or vesting

The Board must refuse to permit the exercise of an Incentive by a Participant or vesting of an Incentive if the exercise or vesting of the Incentive would breach **rule 9.1**.

10 Compliance with law and orders

10.1 Overriding restrictions on exercise and vesting

This Plan and all Letters of Offer are subject to:

- (a) the Corporations Act;
- (b) the ASX Listing Rules;
- (c) (if relevant) any conditions set out in any ASIC exemption or modification in relation to the Plan; and
- (d) any other applicable law, including of any jurisdiction outside Australia.

10.2 Trading Policy

A Participant must comply with any Trading Policy at all times.

11 Commencement, suspension and termination of the Plan

11.2 Commencement

The Plan will be valid and effective from the date of the resolution by the Board adopting the Plan or at such later date as may be specified by the Board in that resolution.

11.3 Suspension

- (a) This Plan, or a Participant's involvement in the Plan, may be suspended at any time by a resolution of the Board. The period of suspension is at the discretion of the Board.
- (b) A suspension of the Plan takes effect on the date determined by the Board and must be notified to the Participant(s) under this Plan.

11.4 Termination

The Board may terminate the operation of the Plan at any time by resolution of

the Board.

11.5 Continuing operation

The suspension or termination of the Plan will not prejudice the existing rights of Participants. The Board will continue to administer the Plan during the period of any suspension and after the Plan has been terminated until all Incentives have been exercised, vested or have lapsed.

12 Administration of the Plan

12.1 Administration

- (a) The Plan will be administered by the Board in accordance with these Rules.
- (b) The Board may:
 - (i) delegate to any person (including a committee of the Board) for the period and on the terms it decides, the exercise of any of its powers or discretions under the Plan;
 - (ii) decide on appropriate procedures for administering the Plan, including the form of application and other forms and notices to be issued under the Plan;
 - (iii) resolve conclusively all questions of fact or interpretation concerning the Plan and these Rules and any dispute of any kind that arises under the Plan, including as to the interpretation of the Plan or any restrictions or other conditions relating to any Incentives issued under the Plan;
 - (iv) engage specialist service providers for the operation and maintenance of the Plan;
 - (v) ensure a complete register of Participants is maintained to facilitate efficient management and administration of the Plan and to comply with regulatory reporting requirements; and
 - (vi) waive any breach of a provision of the Plan.

12.2 Board's discretion

Subject to **rule 13** the Board may:

- (a) act or refrain from acting under these Rules or concerning the Plan or any Shares granted under the Plan in any way it thinks fit; and
- (b) exercise any power or discretion concerning the Plan or any Shares granted under the Plan as it sees fit.

12.3 Board's decision final

A decision of the Board as to the interpretation, effect or application of these Rules will be final and conclusive.

13 Amendment

13.1 Power of the Board

Subject to the ASX Listing Rules (including any waiver granted under the ASX Listing Rules) and **rule 13.2**, the Board (without the necessity of obtaining the prior or subsequent consent of the Participants or members of the Company in general meeting) may from time to time by resolution:

- (a) amend, revoke, add to or vary all or any of the provisions of these Rules or the terms and conditions of an offer of Incentives under the Plan, including the Vesting Conditions; and
- (b) formulate (and subsequently amend) various sets of special terms, in addition to those set out in these Rules, to apply to persons employed, resident in or who are citizens of countries other than Australia. Each set of special terms are to be restricted in their application to those persons employed, resident in or who are citizens of the foreign country or countries specified by the Board, and may be revoked, added to or varied under **rule 13.1(a)** and **rule 13.2**.

13.2 Limitation on amendment

- (a) The Board must not, without the consent of the relevant Participant(s), amend the terms of any Incentive granted under the Plan or the Rules in a way which reduces the rights of the Participant in respect of the Incentive, other than an amendment primarily:
 - (i) for the purpose of complying with or conforming to present or future legislation applicable to the Company or the Plan or a requirement, policy or practice of ASIC or other regulatory body governing or regulating the maintenance or operation of the Plan or like plans;
 - (ii) to correct any manifest error or mistake;
 - (iii) to take into consideration possible adverse tax implications in respect of the Plan arising from, amongst others, adverse tax rulings from the Commissioner of Taxation, changes to tax legislation (including an official announcement by the Commonwealth of Australia) or changes in the interpretation of tax legislation by a court of competent jurisdiction; or
 - (iv) to enable any body corporate in the Group to comply with the Corporations Act, the ASX Listing Rules or any other relevant market rules.
- (b) No amendment may be made to these Rules or to the terms of any Incentive except in accordance with and in the manner (if any) stipulated in the ASX Listing Rules.

13.3 Retrospective effect

Subject to **rule 13.1**, any amendment made pursuant to **rule 13** may be given such retrospective effect as is specified in the written instrument or resolution by which the amendment is made.

13.4 Notice of amendment

As soon as reasonably practicable after making any amendment under **rule 13.1**, the Board will give notice in writing of that amendment to any Participant affected by the amendment.

14 Rights not waived

14.1 Terms of employment not affected

Nothing in these Rules:

- (a) affects the rights and obligations of a Participant under the terms of his

- or her office, employment or contract with a Group entity;
- (b) forms part of, or is incorporated into, any contract of a Participant (whether or not they are an employee of a Group entity);
 - (c) confers on any Participant the right to continue as an employee of any Group entity;
 - (d) confers on any employee of a Group entity the right to participate under the Plan; or
 - (e) affects any rights which the Company or another Group entity may have to terminate the employment of a Participant, or to remove a Participant as a director of the Company or another Group entity.

14.2 No right to compensation

- (a) No Participant has any right to compensation or damages as a result of the termination of his or her office, employment or other contract with a Group entity for any reason, so far as those rights arise or may arise from the Participant ceasing to have rights under the Plan as a result of the termination.
- (b) Nothing in these Rules confers any responsibility or liability on any Group entity or its directors, officers, employees, representatives or agents in respect of any taxation liabilities of the Participants at any time, whether before or after termination of the Plan.

15 Calculations

15.1 Adjustments

Any calculations or adjustments which are required to be made for the purpose of these Incentives will be made by the auditors of the Company for the time being and will, in the absence of manifest error, be final and conclusive and binding on the Participant.

15.2 Notice of adjustments

The Company must notify each Participant of any adjustments made to the Exercise Price or the number of Outstanding Incentives within ten Business Days of the date of the adjustment. A reference to an adjustment to the Exercise Price of the Outstanding Incentives does not include variations in the Exercise Price due to fluctuation of the prices for sales of the Shares on ASX.

16 Entire understanding

- (a) These Rules and the relevant Letter of Offer embody the entire understanding between the parties in relation to the terms of the Incentives issued to Eligible Persons under the Plan.
- (b) All previous negotiations, representations or agreements in respect of Incentives to be issued under the Plan are superseded by the relevant Letter of Offer and these Rules. No party is liable to any other party in respect of those matters.
- (a) No oral explanation or information provided by any party to another affects the meaning or interpretation of these Rules.

17 Notice

Any notice regarding the Incentives will be either sent to the Participant's last known address by email or handed to the Participant.

18 Governing law

The Incentives are governed by and will be construed in accordance with the laws of Queensland.

19 Duties and taxes

The Company is not responsible for any duties or taxes which may become payable in connection with the issue of Shares pursuant to an exercise of the Incentives, vesting of the Incentives or any other dealing with the Incentives or Shares.

20 No assignment of Incentives

An Incentive is personal to the Participant to whom it was granted, and the Participant may not sell, assign, transfer or otherwise dispose of, or make a declaration of trust in respect of, an Incentive except to an Associate of that Participant. This does not prevent the exercise of the Incentive by the estate of a deceased Participant.

21 General

21.1 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) “includes” means includes without limitation;
- (e) no rule of construction will apply to a rule to the disadvantage of a party merely because that party put forward the rule or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person’s legal personal representatives, successors, permitted assigns and persons substituted by permitted novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, discretion or power;
 - (vi) time is to local time in Brisbane, Australia;
 - (vii) “\$” or “dollars” is a reference to Australian currency;

- (viii) this or any other document includes the document as novated, varied or replaced by agreement between the parties and despite any change in the identity of the parties;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (x) this document includes all schedules and annexures to it;
 - (xi) a rule, schedule or annexure is a reference to a rule, schedule or annexure, as the case may be, of this document; and
 - (xii) a provision of these rules is a reference to that provision as altered or added to from time to time.
- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

21.2 Headings

Headings do not affect the interpretation of this document.

21.3 Rules

The terms of Incentives issued to Participants under the Plan are governed by these Rules. To the extent that any provision in these Rules is inconsistent with any provision in the Constitution, the provisions in these Rules prevail to the extent of the inconsistency.

21.4 Transitional Provision

For the avoidance of doubt, the amendments to these Rules made by resolution of the Board with effect on 9 October 2024 (and confirmed by Shareholders on 10 November 2021) only have effect in relation to Incentives granted after the date of effect of those amendments.

Schedule 1 - Option Exercise Notice

ImpediMed Limited
ABN 65 089 705 144

Name of Option Holder: _____

Classification of Optionee: _____ Employee _____ Non-Employee

Options to be exercised:

Date of Grant	No. of Options to Exercise	Grant Price

I,..... being the registered holder of the Options specified above, elect to exercise the Options as specified above in accordance with **rule 5** of the Employee Incentive Plan. Attached to this form should be the relevant completed Company Delivery Method of payment. If you are exercising more Options than available in the area above, please complete an additional form.

Name and address of the Shareholder to be entered into the Share register in respect of Shares issued:

.....
.....
.....

Name and address to which a holding statement for the Shares should be sent:

.....
.....
.....

In exercising the Options, I agree to be bound by the provisions of the constitution of ImpediMed Limited.

Date:

.....

Signed by the Participant

Schedule 2 - Performance Rights Exercise Notice

ImpediMed Limited
 ABN 65 089 705 144

Name of Participant : _____

Classification of Participant: _____ Employee _____ Non-Employee

Performance Rights to be exercised:

Date of Grant	No. of Performance Rights to Exercise

I,..... being the registered holder of the Performance Rights specified above, elect to vest and exercise the Performance Rights as specified above in accordance with **rule 4** of the Employee Incentive Plan. Attached to this form should be the relevant completed Company Delivery Method of payment. If you are exercising more Performance Rights than available in the area above, please complete an additional form.

Name and address of the Shareholder to be entered into the Share register in respect of Shares issued:

.....

Name and address to which a holding statement for the Shares should be sent:

.....

In vesting and exercising the Performance Rights, I agree to be bound by the provisions of the constitution of ImpediMed Limited.

Date:

.....

Signed by the Participant

Schedule 3 - Worked example of cashless exercise procedure

The example below has been provided to demonstrate the cashless exercise procedure described in **rule 5.3**.

- There are 500,000 vested Options to be exercised.
- The Exercise Price is \$0.25 per Option.
- The Current Market Value of a Share is \$0.40. (The Current Market Value is the VWAP of the Shares on ASX over the 5 Business Days prior to the date that an Exercise Notice is lodged with the Company by a Participant in accordance with **rule 5.2**).

The cashless exercise procedure works as follows:

Number of Options x Exercise Price = X	500,000 x \$0.25 = \$125,000
Number of Options x Current Market Value = Y	500,000 x \$0.40 = \$200,000
Y – X = Z	\$200,000 - \$125,000 = \$75,000
Z / Current Market Value = the number of Shares issued to the Participant without paying any cash	\$75,000 / \$0.40 = 187,500

The difference in how the cashless exercise procedure operates in comparison to a tradition exercise is shown in the table below.

	Traditional exercise	Cashless exercise procedure
Total Exercise Price	\$125,000 (ie. 500,000 x \$0.25)	Nil
Shares received on Exercise	500,000	187,500
Value of Shares	\$200,000 (ie. 500,000 x \$0.40)	\$75,000 (ie. 187,500 x \$0.40)
Net benefit	\$75,000 (ie. \$200,000 – \$125,000, being the Value of Shares less the Total Exercise Price)	\$75,000

IMPEDIMED LIMITED EMPLOYEE INCENTIVE PLAN (“PLAN”)

APPENDIX A – Adopted by Board on June 19, 2024

Additional Terms of Incentives Issued to USA Participants

In accordance with Rule 13.1(b), if an Incentive (referred to in this Appendix A as an “USA Incentive”) is issued under the Plan to an Eligible Person who is a resident or citizen of the United States of America (“USA”) or the USA Incentive is otherwise subject to USA federal or state laws, then the terms of the Plan and the provisions in this Appendix A shall apply to such USA Incentive to the extent applicable. A Participant who holds a USA Incentive is an “USA Participant”. Notwithstanding anything to the contrary, to the extent necessary to comply with USA federal and/or state laws, the terms of this Appendix A shall prevail and govern if there is a conflict with any other terms in the Plan. All terms not otherwise defined in this Appendix A shall have the meaning elsewhere provided to them in the Plan. Any Shares acquired pursuant to an USA Incentive shall be subject to all Group policies, restrictions on transfer, rights of first refusal or repurchase, and compliance with applicable laws, in each case as determined by the Company. Plan provisions incorporating non-USA laws and regulations which do not apply to USA Participants shall not be applicable to USA Incentives. This Appendix A completely replaces and supersedes the Appendix A that was previously approved by the Board and Shareholders in 2021.

1. Share Limits and Miscellaneous Requirements.

a. Subject to adjustment as provided below in this Section 1, the maximum aggregate number of Shares that are issued under this Appendix A cannot exceed 100,000,000 Shares (the “Appendix A Share Limit”). Subject to adjustment as provided below in this Section 1, the maximum aggregate number of Shares that are issued under this Appendix A pursuant to the exercise of incentive stock options (“ISO”) granted under this Appendix A shall not exceed 100,000,000 Shares (the “ISO Limit”).

b. In the event of a stock split, reverse stock split, stock dividend, recapitalization, combination, reclassification or other distribution of the Company’s securities without the receipt of consideration by the Company, then there shall be a proportionate adjustment to (i) the number of Shares purchasable or issuable under the USA Incentives and (ii) the Exercise Prices of the USA Incentives and (iii) the Appendix A Share Limit and ISO Limit. If USA Incentives are forfeited or are terminated for any reason (including the Company's repurchase of unvested Shares), then the forfeited/terminated/repurchased Shares underlying such USA Incentives shall not be counted toward the Share Limit. If exercised USA Incentives are settled in Shares, then only the number of Shares actually issued in settlement of such USA Incentives shall be counted against the Share Limit. If an USA Participant pays the Exercise Price by cashless exercise (as described in Rule 5.3) or by surrendering previously owned Shares (or by stock attestation) and/or, as permitted by the Board, pays any withholding tax obligation with respect to an USA Incentive by cashless exercise or by surrendering previously owned Shares (or by stock attestation), the surrendered Shares and the Shares withheld to pay taxes shall not be counted toward the Share Limit.

c. The determination of “fair market value” under this Appendix A shall in all cases be determined by the Board and in accordance with the Plan and applicable USA laws. An USA Incentive must be granted within ten years after the earlier of the date of adoption of this Appendix A by the Board or approval of this Appendix A by Shareholders.

d. The Board may amend or terminate the Appendix A at any time and for any reason. No USA Incentives shall be granted under the Appendix A after its termination. An amendment of the Appendix A shall be subject to the approval of the Shareholders only to the extent required by applicable laws, regulations or rules. In addition, no such amendment or termination shall be made which would materially impair the rights of any USA Participant, without such USA Participant's written consent, under any then-outstanding USA Incentive.

e. USA Incentives issued under Appendix A shall be unfunded. Although bookkeeping accounts may be established with respect to USA Participants who are granted USA Incentives, any such accounts will be used merely as a bookkeeping convenience. The Company shall not be required to segregate any assets which may at any time be represented by USA Incentives, nor shall this Appendix A be construed as providing for such segregation, nor shall the Company or the Board be deemed to be a trustee of stock or cash to be awarded under Appendix A.

f. In the event any provision of this Appendix A shall be held illegal or invalid for any reason, such provisions will be reformed by the Board if possible and to the extent needed in order to be held legal and valid. If it is not possible to reform the illegal or invalid provisions then the illegality or invalidity shall not affect the remaining parts of this Appendix A, and this Appendix A shall be construed and enforced as if the illegal or invalid provision had not been included.

g. If the issuance of Shares under Appendix A is not registered under the USA Securities Act of 1933 as amended, but an exemption is available which requires an investment or other representation, an USA Participant shall represent and agree at the time of issuance of the Shares being acquired that such Shares are being acquired for investment, and not with a view to the sale or distribution thereof, and shall make such other representations as are deemed necessary or appropriate by the Company and its counsel.

2. **Incentive Stock Options.** An USA Incentive shall be intended to constitute an ISO within the meaning of Section 422 of the USA Internal Revenue Code of 1986 as amended ("Code") if, and only if, (i) the granting resolutions and applicable documentation affirmatively state that such USA Incentive is intended to be an ISO and (ii) all ISO requirements are satisfied. In all other instances, each USA Incentive that is an Option shall be (or shall become after grant) a nonstatutory stock option under USA tax laws.

The Plan, including the Appendix A Share Limit, ISO Limit and this Appendix A, must be approved by Shareholders in accordance with Code Section 422 within twelve months of the Board's adoption of this Appendix A or else no USA Incentives may qualify as ISOs.

The following provisions of this Section 2 are applicable to an USA Incentive only if such USA Incentive is an Option that is intended to be an ISO:

a. An USA Incentive may not be exercised after the expiration of ten years from its date of grant and its Exercise Price must not be less than the fair market value of a Share on the date of grant of such USA Incentive. An USA Incentive may not be transferable except to the extent permitted by will or by the laws of descent and distribution and the USA Incentive may only be exercised during the lifetime of the USA Participant by such USA Participant. In addition, to the extent that all or part of an USA Incentive exceeds the annual \$100,000 limitation rule of section 422(d) of the Code, such USA Incentive or the lesser excess part will be treated as a nonstatutory stock option.

b. The USA Participant must be a common-law employee of the Company (or of its parent corporation or subsidiary corporation within the meaning of Code Section 424(e) and 424(f), respectively) on the USA Incentive's date of grant. If an USA Participant owns more than ten percent (10%) of the total combined voting power of all classes of outstanding stock of the Company (and its parent corporation and subsidiary corporations) then the USA Incentive shall not qualify as an ISO unless the requirements set forth in Code Section 422(c)(5), providing for a minimum Exercise Price of at least 110% of the Share fair market value on the date of grant and a maximum Exercise Period of five years after the date of grant, are all satisfied. If the USA Participant ceases to be an employee of the Company (or a subsidiary corporation or parent corporation of Company), the USA Incentive (even if it was an ISO as of the date of the USA Participant's termination of employment) will generally be treated as a nonstatutory stock option on the day after the date that is three (3) months after the USA Participant ceased to be an employee of the Company (and any subsidiary corporation or any parent corporation) including without limitation even if the USA Participant continues to provide service in a non-employee capacity to any one or more of such entities after his/her employment has terminated. For income tax purposes, if the USA Participant goes on a leave of absence from work and such leave period exceeds three (3) months and the USA Participant's right to reemployment is not provided either by statute or by contract, then such USA Incentive will be treated as a nonstatutory stock option if the exercise of such USA Incentive occurs after the expiration of six (6) months from the commencement of such leave of absence. The Company determines which leaves count for this purpose (along with determining the effect of a leave of absence on vesting of USA Incentives), and when employment and service terminates for all purposes under USA Incentives.

c. If the USA Participant sells or otherwise disposes of any of the Shares acquired pursuant to the exercise of an USA Incentive that is an ISO on or before the later of (i) the date that is two years after the USA Incentive's date of grant or (ii) the date that is one year after the applicable exercise of the USA Incentive, then the USA Participant shall within ten days of any and all such sales or dispositions provide the Company with written notice of such transactions including without limitation the date of each disposition, the number of Shares that the USA Participant disposed of in each transaction and their USA Incentive date of grant, and the amount of proceeds the USA Participant received from each disposition. Certain decisions, amendments, interpretations and actions by the Company and certain actions by the USA Participant may cause an USA Incentive to cease to qualify as an ISO and by accepting an USA Incentive, the USA Participant agrees in advance to any such disqualifying action taken by either the USA Participant or the Company.

3. **Taxes.**

a. Each USA Participant shall make arrangements satisfactory to the Company for the fulfillment of any tax withholding obligations that arise in connection with his/her USA Incentive. The Company shall not be required to issue any Shares or make any payment to an USA Participant until such obligations are satisfied and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to an USA Participant. Each USA Participant shall be solely liable and responsible for any taxes that are imposed on USA Participant as a result of any USA Incentive grant, exercise, settlement, and/or disposition of Shares acquired pursuant to such USA Incentive.

b. Each USA Incentive is intended to be exempt from the requirements of Code Section 409A and shall be interpreted and administered in a manner consistent with such intention. Therefore, among other things, the Exercise Price of an USA Incentive that is an

Option shall not be less than the fair market value of a Share on the USA Incentive’s date of grant. Additionally, If the timing of payments provided under an USA Incentive is based on or triggered by a Change of Control Event then, to the extent necessary to avoid violating Code Section 409A, a Change of Control Event must also constitute a “change in control event” within the meaning of Code Section 409A. In the event that any USA Incentive is determined by the Company to be subject to the requirements of Code Section 409A, the Board shall have the discretionary authority (but not the affirmative obligation) to take such actions and to make such changes to the USA Incentive or this Appendix A as the Board deems necessary (and without needing to obtain any USA Participant consent) to comply with such requirements (including without limitation, after the date of grant, increasing the Exercise Price of an Option to equal what was the fair market value of a Share on the Option’s date of grant). However, in no event whatsoever shall the Company or Board or any Group company be liable for any additional tax, interest or penalties that may be imposed on USA Participant by Code Section 409A or for any damages for failing to comply with Code Section 409A.

c. To the extent provided for by the Board when it approves the grant of an USA Incentive, such grant or any vesting, exercise, or settlement, may not constitute a parachute payment within the meaning of Code Section 280G such that there would be an imposition of golden parachute excise taxes under Code Section 4999 and/or the loss of a tax deduction for the Company (or a Group company) under Code Section 280G. The Board and the Company shall have the authority to ensure that this requirement is satisfied including without limitation by reducing the amount of compensation otherwise to be provided with respect to an USA Incentive and/or other compensation that would otherwise be provided to an USA Participant so that there are no Code Section 280G parachute payments.

4. **Cashless Exercise and Broker Exercise.** One or more of the following provisions shall be applicable to an USA Incentive to the extent affirmatively provided by the Board in the Board’s sole discretion.

a. Payment for all or a part of the Exercise Price may be made through “Broker Exercise”. “Broker Exercise” means, to the extent permitted by applicable law and in accordance with any procedures established by the Board, an arrangement whereby payment of some or all of the aggregate Exercise Price may be made all or in part by delivery of an irrevocable direction to a securities broker to sell Shares and to deliver all or part of the sale proceeds to the Company. Broker Exercise may also be utilized to satisfy the USA Participant’s tax withholding obligations as provided below. No fractional Shares will be created as a result of a Broker Exercise.

b. The Board may also, in its discretion, permit or require USA Participant to satisfy withholding tax payment obligations related to an USA Incentive through Broker Exercise or cashless exercise (as described in Rule 5.3). The number of Shares that are withheld from the USA Incentive pursuant to this section may also be limited by the Board, to the extent necessary, to avoid liability-classification of the USA Incentive (or other adverse accounting treatment) under applicable USA financial accounting rules including without limitation by requiring that no amount may be withheld which is in excess of the applicable maximum statutory withholding rates.

5. **California Securities Laws.** To the extent necessary to comply with the state of California Corporate Securities Law of 1968 as amended, the following terms listed in this Section 5 below shall apply if an USA Participant is a “California Participant”. For purposes of this Section 5, an USA Participant is a California Participant if the applicable USA Incentive was granted in reliance on California Corporations Code section 25102(o).

a. The maximum Exercise Period for an USA Incentive that is an Option may not exceed 120 months from the USA Incentive’s date of grant. An USA Incentive may not be transferable except to the extent permitted by will, by the laws of descent and distribution or as permitted by Rule 701 of the USA Securities Act of 1933, as amended.

b. If termination of the California Participant’s employment was for reasons other than due to death or Disability or Rule 6.1(f), the California Participant shall have at least 30 days after the date of such termination to exercise any of the vested portion of his/her USA Incentives (but in no event later than the expiration of the term of the USA Incentive established by the Board as of the date of grant). If termination of the California Participant’s employment was due to his/her death or Disability, the California Participant shall have at least six months after the date of such termination to exercise any vested portion of his/her USA Incentives (but in no event later than the expiration of the term of the USA Incentive established by the Board as of the date of grant). For purposes of this Appendix A, “Disability” shall mean a Total and Permanent Disability as defined by Code Section 22(e)(3).

c. The Plan and this Appendix A must be approved by Shareholders in accordance with California Code of Regulations Title 10 Sections 260.140.41(g) and Section 260.140.42(e) within twelve months of the initial granting of any USA Incentive in the state of California or else all such USA Incentives granted to California Participants must be rescinded. Notwithstanding the foregoing, for so long as the Company is a “foreign private issuer” as defined by Rule 3b-4 of the USA Securities Exchange Act of 1934 and the aggregate number of persons in California granted USA Incentives (or other Company options or securities) does not exceed 35, then the foregoing shareholder approval requirement is not applicable as permitted by California Code of Regulations Title 10 Sections 260.140.41(g) and Section 260.140.42(e).

d. Grants of USA Incentives must be issued in compliance with Rule 701 of the USA Securities Act of 1933 as amended.

To record the adoption of Appendix A by the Board, the Company has caused its duly authorized officer to execute this Appendix A on behalf of the Company.

IMPEDIMED LIMITED

By: 

Name: McGregor Grant

Title: CFO/Executive Director