



LUMOS DIAGNOSTICS HOLDINGS PTY LTD

ABN 66 630 476 970

EMPLOYEE SHARE OPTION PLAN No. 2 RULES

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ABN 66 630 476 970

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Employee Share Option Plan No. 2 – Board Approved 1 August 2019

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Employee Share Option Plan No. 2 Rules

Date of adoption	1 August 2019
Date of amendment	N/A
Name of Plan	Lumos Diagnostics Holdings Employee Share Option Plan No. 2

Parties	Lumos Diagnostics Holdings Pty Ltd (ABN 66 630 476 970), an Australian company with its registered office situated at Ground Floor, 436 Elgar Rd Box Hill, Victoria, 3128
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Operative provisions

1 INTRODUCTION

1.1 Purpose of Plan

The Company has established this Plan to enable Employees of the Company and its Subsidiaries to share in the ownership of the Company, in order to promote the long-term success of the Company and to provide a strategic, value based reward for Employees making a key contribution to that success.

1.2 Commencement and Term of Plan

The Plan will commence upon its approval by the Board and will continue until terminated or suspended by the Board.

1.3 Personal Advice

There are legal and tax consequences associated with participation in the Plan. Employees should ensure that they understand these consequences before accepting an offer to participate in the Plan. The Company makes no representation or warranty concerning the financial benefit or taxation consequences of participating in the Plan.

1.4 Definitions and Interpretation

Rule 22 sets out defined terms and provisions regarding interpretation of these Plan Rules.

1.5 Satisfaction of Tax Act

The Plan in its terms and operation, and Options acquired by Participants under the Plan, will satisfy the Conditions so as to permit the application of subsection 83A-33(1) of the Tax Act to Participants who are resident in Australia.

1.6 Amendment to the Tax Act

If the Tax Act is amended to vary the nature and/or terms of operation or the conditions under which Participants are entitled to a reduction in the amount included in assessable income under subsection 83A-33(1) of the Tax Act, these Rules (including but not limited to Rule 1.5) will automatically be deemed to have been amended (on and from the date of the change to the Tax Act) so that Offers are consistent with the requirements that must be satisfied if Participants are to be entitled to a reduction in the amount included in assessable income under subsection 83A-33(1) of the Tax Act.

2 THE PLAN

2.1 There shall be set aside for the purposes of the Plan such number of Shares as the Board may from time to time determine.

2.2 Participation in the Plan is subject to the Rules.

3 OFFER TO PARTICIPATE

3.1 Invitation to participate

Options may be issued to the Participants approved by the Board from time to time.

3.2 Participation Offer

3.2.1 The Board may from time to time make Offers to Employees of the Company and its Subsidiaries inviting them to take up Options under the Plan.

3.2.2 If the Board chooses to invite an Employee to participate in the Plan, the Company must issue the Employee with a Participation Offer.

3.2.3 A Participation Offer must:

- (a) be substantially in the form of Annexure 1 with such amendments as the Company determines; and
- (b) specify the minimum number or multiple of Shares (if any) which must be issued under any exercise of Options;
- (c) have attached an Application and copy of these Rules;
- (d) set out the particulars of the Employee's proposed participation in the Plan including:
 - (i) the number of Options;
 - (ii) the Issue Price(s);
 - (iii) the Expiry Date(s);
 - (iv) the Exercise Price(s); and
 - (v) any Vesting Conditions applicable to,

the Options which would be issued to the Employee under the Participation Offer.

3.2.4 Inadvertent non-compliance with Rule 3.2.2 does not invalidate a Participation Offer or an Employee's participation in the Plan.

3.3 Board's Discretion

3.3.1 The Board has absolute discretion in determining:

- (a) whether to invite an Employee to participate in the Plan;
- (b) the timing of any invitation to participate in the Plan;
- (c) the particulars of any Employee's proposed participation in the Plan; and
- (d) the number of Options to be issued under the Plan or to be offered to a particular Employee.

3.3.2 Different Employees may be offered different numbers of Options and may be offered Options on different terms.

4 ACCEPTANCE AND ALLOCATION

4.1 Acceptance of offer

An Employee may accept an invitation to participate in the Plan by:

- 4.1.1 executing the Participation Offer where indicated as a deed poll (with such amendments as are agreed to by the Company) and returning it to the Company;
- 4.1.2 completing and signing the Application and returning it to the Company; and
- 4.1.3 if required pursuant to the Shareholders' Deed or by the Board, executing a Deed of Accession to the Shareholders' Deed and returning it to the Company.

4.2 Time limit on acceptance

- 4.2.1 Subject to Rule 4.2.2, an Employee must accept a Participation Offer under Rule 4.1 within 28 days of the date of the Participation Offer or the acceptance will not be valid.
- 4.2.2 The Company may extend or reduce the time for acceptance of a Participation Offer.

4.3 No Issue Price

Options issued under this Plan are issued with a nil Issue Price.

4.4 Allocation of Options and Participation in Plan

If an Employee accepts a Participation Offer in accordance with Rule 4.1:

- 4.4.1 the Company must transfer or issue to the Participant the number of Options set out in the Participation Offer to the Employee; and
- 4.4.2 the Employee will be entitled to participate in the Plan as a Participant.

5 OPTIONS

5.1 Rights attaching to Options

Each Option entitles the Participant to subscribe for, and be issued with, one (1) Share provided that:

- 5.1.1 the option is a Vested Option (see Rule 6.2); and
- 5.1.2 the Participant Exercises the Option prior to Expiry Date, in accordance with these Rules and the relevant Participation Offer (see Rule 8).

5.2 Rights of Shares

Subject to Rule 10.6, Shares issued on the Exercise of an Option will:

- 5.2.1 rank equally, on and from their date of issue, in all respects with any Shares which are currently on issue; and
- 5.2.2 otherwise be subject to the Constitution and the Shareholders' Deed.

5.3 Participants' obligations

Participants issued Options under this Plan are bound by:

- 5.3.1 these Rules;
- 5.3.2 the Constitution; and
- 5.3.3 the Shareholders' Deed,

each as amended from time to time.

6 VESTING OF OPTIONS

6.1 Vesting Conditions

- 6.1.1 An Option may be subject to Vesting Conditions.
- 6.1.2 Vesting Conditions may be based on:
 - (a) the period of service of the Participant or the Participant's continuous Engagement until a certain date ("**Service-based Vesting Condition**");
 - (b) a Milestone being achieved ("**Performance-based Vesting Condition**"); or
 - (c) any other matter determined by the Board.

6.2 Vested Options

An Option is a Vested Option if:

- 6.2.1 it is not subject to any Vesting Conditions;
- 6.2.2 it is no longer subject to any unsatisfied Vesting Conditions; or
- 6.2.3 all Vesting Conditions in respect of the Option have been waived by the Company pursuant to these Rules.

6.3 Satisfaction of Service-based Vesting Condition

6.3.1 Unless otherwise specified in the relevant Participation Offer, a Service-based Vesting Condition is satisfied if:

- (a) the relevant Participant is employed, or engaged as a director, by the Company or any of its Subsidiaries, known collectively as the "**Company Entity**", until the date specified in the Participation Offer;
- (b) the relevant Participant completes the number of years of continuous Engagement (including any leave to which the Participant is entitled) as specified in the Participation Offer; or
- (c) the Board declares that the Service-based Vesting Condition is satisfied notwithstanding that it may not have been achieved,

as applicable.

6.3.2 For the purposes of Rule 6.3.1:

- (a) Engagement may be with any Company Entity and need not be continuously with any particular Company Entity, although it must be continuous with at least one (1) Company Entity.
- (b) The amount of Service-based vesting that occurs in a time period may be reduced in the absolute discretion of the Board if for any reason a Participant's continuous Engagement is or becomes less than full time or such Participant's duties otherwise are or become reduced, in each case for any reason.

6.4 Satisfaction of Performance-based Vesting Condition

A Performance-based Vesting Condition is satisfied if, and only if:

- 6.4.1 the relevant Milestone is achieved, as determined by the Board (subject to Rule 6.6.1); or
- 6.4.2 the Board declares that the Performance-based Vesting Condition is satisfied notwithstanding that the relevant Milestone has not been achieved.

6.5 Vesting on unlawful termination of Engagement

An Option is deemed to be a Vested Option for the purposes of these Rules if the Engagement by the Company of the relevant Participant is unlawfully terminated by the Company or a Company Entity (as the case may be).

6.6 Disputes regarding Performance-based Vesting Conditions

6.6.1 If a Participant disputes a determination made by the Board pursuant to Rule 6.6 that a Milestone has not been achieved, the Participant may issue a notice to the Board setting out reasonable details of why the Participant believes the relevant Milestone has been achieved ("Dispute Notice").

6.6.2 The Board must:

- (a) consider any Dispute Notice in good faith;
- (b) discuss the Dispute Notice in good faith with the relevant Participant for a period of up to 10 Business Days after the issue of the Dispute Notice; and

- (c) following the expiration of the time period specified in paragraph (b), notify the Participant whether the Milestone has been achieved or not.

6.6.3 Notwithstanding any other provision of this Plan, the Board has absolute discretion as to whether:

- (a) a Milestone is achieved; and
- (b) a Performance-based Vesting Condition is satisfied.

6.7 Review on change of Company strategy

6.7.1 Subject to Rule 6.7.2, the Board may, in its absolute discretion, decide to vary Performance-based Vesting Conditions and Milestones in order to reflect changes in the direction, strategy and needs of the Company.

6.7.2 Any altered Performance-based Vesting Conditions or Milestones must be substantially the same in achievability as the original Performance-based Vesting Conditions or Milestones which were altered pursuant to Rule 6.7.1.

6.7.3 Within 14 days of altering any Performance-based Vesting Conditions or Milestones pursuant to Rule 6.7.1, the Company must provide written notice of the alterations to any Participant whose Options are affected by the alterations.

6.8 Confirmation of satisfaction or waiver of Vesting Conditions

Upon request by the Participant, the Company must provide a Participant with a notice confirming when the Vesting Conditions applicable to a Participant's Options have been satisfied or waived.

7 EXIT EVENTS

7.1 Treatment of Options on Exit Event

Except as specified in this Rule 7 or in any relevant Participation Offer, Options remain on issue in accordance with their terms and this Plan notwithstanding any Exit Event unless the Board determines otherwise.

7.2 Vesting of Performance-based Options on Exit Event

If:

- 7.2.1 a legally binding contract is entered into pursuant to which an Exit Event will occur ("**Sale Contract**"); and
- 7.2.2 the occurrence of the Exit Event under the Sale Contract is unconditional, in respect of any Performance-Based Options issued to a Participating Manager, the Board must:
 - 7.2.3 consider the progress made towards individual Milestones; and
 - 7.2.4 declare an appropriate proportion of the Options (as determined by the Board), which are subject to Performance-based Vesting Conditions incorporating the Milestones, are Vested Options or waive those Performance-based Vesting Conditions.

7.3 Vesting of Service-based Options on Exit Event

7.3.1 Rule 7.3 applies to Options which are subject only to Service-based Vesting Conditions.

7.3.2 If:

- (a) a legally binding contract is entered into pursuant to which an Exit Event will occur (“**Sale Contract**”); and
- (b) the occurrence of the Exit Event under the Sale Contract is unconditional,

in respect of each Tranche of Options issued to a given Participant, the number of Unvested Options given by the following formula (rounded up to the nearest whole number) will be deemed to become Vested Options:

$$n = \frac{d \times \text{options}}{t} - e$$

Where:

- n** = the number of Unvested Options from the Tranche which are deemed to become Vested Options;
- d** = the number of days which have passed since the date the Tranche of Options was issued until the day on which the Sale Contract becomes unconditional;
- t** = the total number of days from the date the Tranche of Options was issued until the date the Options would otherwise first become Vested Options pursuant to the Plan (apart from any discretion which may be exercised by the Board or the Company and this Rule 7.3.2);
- options** = the total number of Options in the relevant Tranche which have been issued to the Participant (whether Exercised, Vested, Unvested, expired or on issue); and
- e** = the number of Options from the Tranche which have previously become Vested Options or have expired.

8 EXERCISE OF OPTIONS

8.1 Exercise

8.1.1 Vested Options may be Exercised in accordance with this Rule 8.

8.1.2 Unvested Options cannot be Exercised.

8.2 Expired Options not to be Exercised

Notwithstanding any other provision of this Plan, no Option may be Exercised after it has expired pursuant to Rule 9.

8.3 Method of Exercise

8.3.1 Unless otherwise specified in the relevant Participation Offer, an Option may be Exercised by the Optionholder:

- (a) delivering to the Company of a written notice substantially in the form of Annexure 3 or in such other form approved by the Company (“**Option Exercise Notice**”); and
- (b) within 14 days of delivering the Option Exercise Notice, paying the Company the Exercise Price in respect of the Option as required by Rules 8.4.1 and 8.4.2.

8.3.2 The Company may extend the time for payment of the Exercise Price of an Option set out in Rule 8.3.1(b).

8.4 Payment of Exercise Price

8.4.1 The Exercise Price of an Option is the price set out in the Participation Offer in respect of the Option.

8.4.2 The Exercise Price of an Option must be paid by:

- (a) bank cheque;
- (b) electronic funds transfer to the Company’s nominated bank account; or
- (c) in any other manner approved by the Company.

8.5 Issue or Transfer of Shares on Exercise

If an Option is Exercised in accordance with Rule 8.3.1, the Company must (at the Company's discretion):

8.5.1 issue; or

8.5.2 procure the transfer of,

one (1) Share to the Participant within 14 days of the Option being validly Exercised.

9 EXPIRY

9.1 Expiry

An Option Expires at 5.00pm (local time in Melbourne) on the Expiry Date applicable to that Option.

9.2 Effect of Expiry

All rights and obligations attaching to an Option cease to be of any force or effect once the Option Expires.

9.3 Expiry following termination of Engagement

9.3.1 If a Participant’s Engagement is lawfully terminated then:

- (a) Vested Options Expire 90 days after the Termination Date; and
- (b) Unvested Options Expire immediately,

unless the Board determines otherwise

9.3.2 If a Participant's Engagement is unlawfully terminated by the Company all Options issued to the Participant vest in accordance with Rule 6.5 and Expire 180 days after the Termination Date.

9.4 Expiry on a Public Offering – Vested Options

If the Company conducts a Public Offering, the Board may, in its absolute discretion, declare that all Vested Options Expire on the first date Shares are allotted under the Public Offering. This will not affect Unvested Options.

10 RESTRICTIONS ON DEALING

10.1 Restrictions on Dealing

A Participant must not Deal with any Option or any right or obligation under this Plan (including appointing a nominee to hold the Options) while the Shareholders' Deed applies, in contravention of the Shareholders' Deed.

10.2 Transfer of Vested Options

Subject to Rules 10.1, 10.5 and 10.6, a Participant may Deal with any Vested Option but may not Deal with any Unvested Option.

10.3 Transfer or issue to Permitted Transferee

10.3.1 Subject to this Rule 10 (including Rule 10.6), a Participant may transfer Options to a Permitted Transferee or nominate a Permitted Transferee to receive Options which are still to be issued ("**Nominee**").

10.3.2 The appointment of a Nominee by a Participant must be notified to the Company by notice in writing setting out:

- (a) the full personal or company name of the Nominee;
- (b) the Tranche of Options to which the nomination relates; and
- (c) the amount of Options which the Nominee is to be issued.

10.3.3 Any issue or transfer of Options to the Nominee is subject to the terms of this Participation Offer and the Plan Rules and the Participant must procure that the Nominee agrees to be bound by the provisions of the Participation Offer and the Plan Rules so far as they relate to the Options which are to be held by the Nominee.

10.3.4 The issue or transfer of Options to a Nominee is subject to:

- (a) approval of the Board, which must not be unreasonably withheld;
- (b) there not being any resultant material increase in the Tax liabilities or obligations of the Company; and
- (c) the issue of Options to the Nominee not breaching the Shareholders' Deed.

10.4 Ceasing to be a Permitted Transferee

If an Option is transferred in accordance with Rule 10.3.1 and at any time after that transfer:

10.4.1 it becomes known that the transferee is not a Permitted Transferee; or

10.4.2 the transferee ceases to be a Permitted Transferee,

of the original transferor, that transferee must immediately re-transfer the relevant Option to the original transferor or a Permitted Transferee of the original transferor.

10.5 General requirements for Dealing

Any Dealing with an Option or any right or obligation under this Plan must be undertaken in a form and manner approved by the Company.

10.6 Overriding restriction on Dealing

Unless a Participant Deals with an Option or a Share acquired on Exercise of an Option under an arrangement which meets the requirements of section 83A-130 of the Tax Act, the Participant must not Deal with a legal or a beneficial interest in an Option or a Share acquired on exercise of an Option until the earlier of:

10.6.1 3 years after the issue of the Option or such earlier time as the Commissioner of Taxation allows in accordance with subsection 83A-45(5) of the Tax Act; or

10.6.2 cessation of the Participant's Engagement.

11 POWERS OF THE BOARD

The Plan will be administered by the Board and will have an absolute discretion to:

11.1 determine the procedures from time to time for the administration of the Plan consistent with these Rules;

11.2 resolve conclusively all questions of fact or interpretation arising in connection with the Plan and the interpretation or application of the Rules;

11.3 delegate to any one (1) or more persons for such period and on such conditions as they may determine the exercise of any of their powers or discretions arising under the Plan; and

11.4 subject to Rules 11 and 12, amend or modify the Rules.

12 GENERAL RIGHTS AND OBLIGATIONS OF PARTICIPANTS

12.1 Participants' rights

Except as expressly provided in these Rules, nothing in these Rules:

12.1.1 confers on any person any expectation to become a Participant;

12.1.2 confers on any Employee the right to be invited to apply for, to be offered or to receive any Options;

- 12.1.3 confers on any Participant the right to continue as an employee or director of the Company or any of its Subsidiaries;
- 12.1.4 affects an Employee's terms of Engagement with the Company or any of its Subsidiaries;
- 12.1.5 affects any rights which the Company or any of its Subsidiaries may have to terminate the Engagement of any Participant;
- 12.1.6 may be used to increase damages in any action brought against the Company or any of its Subsidiaries in respect of any termination of Engagement; or
- 12.1.7 confers on any Participant the right to assign his or her actual or prospective rights under the Plan to any person without the consent of the Board.

12.2 Rights on Termination of Engagement

- 12.2.1 No person, whether a Participant or otherwise, has any claim, right or interest in respect of the Plan or other property of the Plan, whether against the Company or any other person, as a consequence of termination of that person's Engagement or otherwise, except under and in accordance with these Rules.
- 12.2.2 Without limiting Rules 12.1 and 12.2.1, participation in the Plan does not form part of the Participant's remuneration for the purposes of determining payments in lieu of a notice of termination of Engagement or office, severance payments, leave entitlements, or any other compensation payable to a Participant upon the termination of Engagement or term of office.

12.3 Other benefits scheme calculations

No payment under the Plan will be taken into account in determining any benefits under any pension, retirement, savings, profit-sharing, group insurance, welfare or benefit plan of the Company or any of its Subsidiaries.

12.4 Participation in other schemes

Participation in the Plan does not affect, and is not affected by, participation in any other incentive or other scheme of the Company or any of its Subsidiaries unless the terms of that incentive or scheme provide otherwise.

12.5 Cessation of membership

A person ceases to be a Participant, and these Rules cease to apply to that Participant, when all rights and obligations which the Participant is entitled to, or subject to, under the Plan have been satisfied or discharged in accordance with these Rules.

12.6 General Rights of Participants

- 12.6.1 A Participant will, from the date of allotment of Shares on the exercise of Options, hold the Shares free of restrictions other than as contained in the Shareholders' Deed.

- 12.6.2 Participants who are holding an Option issued pursuant to the Plan have no rights to dividends and no rights to vote at meetings of the Company until that Option is exercised.
- 12.6.3 Once an Option is exercised the Participant's Shares will rank for dividends declared and voting rights (subject to the Shareholders' Deed).
- 12.6.4 A holder of Options is not entitled to participate in a new issue of Shares or other securities issued by the Company to holders of its Shares merely because he or she holds the Options.
- 12.6.5 If, prior to the exercise of an Option, the Company makes a pro rata bonus issue to the holders of its Shares, and the Option is not exercised prior to the closing date in respect of that bonus issue, the Option will, when exercised, entitle the holder to one (1) Share plus the number of bonus shares which would have been issued to the holder if the Option had been exercised prior to the books closing date.
- 12.6.6 The Exercise Price of an Option will not change as a result of a cash issue of Shares made by the Company while the Option is unexercised.
- 12.6.7 No extra Options will be granted if extra Shares are issued.

13 ADJUSTMENT OF OPTIONS ON CAPITAL REORGANISATION

13.1 Reconstructions

If at any time prior to the Exercise of an Option there is a reorganisation of the share capital of the Company the following provisions will apply:

- 13.1.1 **(Consolidation)** If there is a consolidation of the share capital of the Company:
- (a) each Tranche of Options must be consolidated in the same ratio as the share capital; and
 - (b) the Exercise Price of each Option in the Tranche must be amended in inverse proportion to that ratio.
- 13.1.2 **(Sub-division)** If there is a sub-division of the share capital of the Company:
- (a) each Option must be sub-divided in the same ratio as the share capital; and
 - (b) the Exercise Price of each Option must be amended in inverse proportion to that ratio;
- 13.1.3 **(Capital return)** If there is a return of capital of the Company:
- (a) there is no change to the number of Options issued; and
 - (b) the Exercise Price of each Option must be reduced by the same amount as the amount returned in relation to each Share, to a minimum of zero.
- 13.1.4 **(Capital reduction)** If there is a reduction in the share capital of the Company (where no Shares are cancelled) by a cancellation of share capital that is either lost or not represented by available assets, the number of Options and the Exercise Price of each Option does not change.

13.1.5 (**Equal reduction**) If there is a pro-rata cancellation of capital:

- (a) the number of Options in each Tranche of Options must be reduced in the same ratio as the share capital; and
- (b) the Exercise Price of each Option must be amended in inverse proportion to that ratio.

13.1.6 (**Other cases**) If none of paragraphs 13.1.1 to 13.1.5 apply, the number of Options or the Exercise Price of the Options, or both, must be reorganised or amended (as appropriate) so that the Optionholder will not receive a benefit that holders of Shares do not receive.

13.2 Notification

The Company must notify each Optionholder of any adjustments made pursuant to Rule 13.1 within 10 Business Days of the adjustment.

14 CALCULATIONS AND FRACTIONAL ENTITLEMENTS

14.1 Application and Calculation

The Board may make any decisions on adjustments or rounding of fractional entitlements or Options which it considers necessary or desirable in connection with Rule 13.1 or another provision of these Rules.

14.2 Fractional Shares

Where any provision of these Rules would result in the issue or transfer of a fractional number of Shares that provision is to be construed so that the number is to be rounded down to the nearest whole number, unless expressly stated otherwise or determined by the Board.

14.3 Calculations binding

The decisions of the Board as to all calculations made by the Company under these Rules are final, conclusive and binding in the absence of manifest error.

15 ADMINISTRATION OF THE PLAN

15.1 Administration by the Board

15.1.1 The Plan will be administered by the Board in accordance with these Rules.

15.1.2 The Board may make further provisions for the operation of the Plan which are consistent with these Rules.

15.2 Board powers

The Board may:

15.2.1 delegate some or all of the administration of the Plan to any person or committee or sub-committee for any period and on any terms it decides to exercise of any of its powers or discretions under the Plan;

15.2.2 decide on appropriate procedures for administering the Plan, including the forms and notices to be issued under the Plan;

- 15.2.3 make determinations regarding questions of fact or interpretation concerning the Plan and these Rules and any dispute of any kind that arises under the Plan;
- 15.2.4 amend, add to or waive any provision of the Plan (including this Rule); and
- 15.2.5 determine that any decision made, or permission given, under the Plan, is subject to further conditions decided by the Board.

15.3 Board's Discretion

Subject to the requirements of these Rules, the Board has absolute and unfettered discretion:

- 15.3.1 to act or refrain from acting under these Rules or concerning the Plan; and
- 15.3.2 in exercising any power or discretion concerning the Plan or any rights under the Plan.

15.4 Limit on powers, discretions and obligations

Any power or discretion which is conferred on the Board by these Rules must be exercised in the interests, or for the benefit, of the Company. The Board is not, in exercising any such power or discretion, under any fiduciary or other obligation to any other person.

15.5 Board decisions final and conclusive

The decisions of the Board as to the interpretation, effect or application of these Rules and all determinations made by the Board under these Rules are final, conclusive and binding in the absence of manifest error.

15.6 Documents

The Company may from time to time require a Participating Employee to complete and return any documents that are required by law to be completed by the Participating Employee and any other documents which the Company considers should, for legal or taxation reasons, be completed by the Participating Employee.

16 AMENDMENT, SUSPENSION AND TERMINATION

16.1 Amendment of the Rules

Subject to Rules 16.2 and 16.3, the Board in its sole discretion, may, by written instrument amend all or any of the provisions of these Rules, including this Rule 16.

16.2 Limitation on amendment

No amendment of the provisions of these Rules may materially reduce the rights or increase the obligations of any Participant in respect of their Options held at the date of the amendment, other than an amendment introduced primarily:

- 16.2.1 for the purpose of complying with or conforming to present or future applicable law (including State, Territory or Commonwealth legal requirements); or
- 16.2.2 to correct any manifest error or mistake; or

16.2.3 to enable contributions or other amounts paid by the Company or any of its Subsidiaries to qualify as income tax deductions for the Company or any of its Subsidiaries; or

16.2.4 to enable the Company or any of its Subsidiaries to comply with the Corporations Act, the Listing Rules (if applicable), the Constitution and the Shareholders' Deed.

16.3 Listing Rules

If the Company is Listed, no amendment may be made to the Plan except in accordance with, and in the manner (if any) stipulated by, the Listing Rules.

16.4 Amendments may be retrospective

Subject to the provisions of this Rule 16, any amendment made pursuant to Rule 16.1 may be given retrospective effect.

16.5 Suspension and termination

16.5.1 Subject to Rule 16.5.2, the Board may suspend the operation of the Plan or terminate the Plan, at any time by resolution of the Directors and, once the Company is Listed, notification thereof to the ASX.

16.5.2 The suspension or termination of the Plan must not prejudice the existing rights of Participants except as permitted pursuant to Rule 16.1.

17 CORPORATIONS ACT AND LISTING RULES

17.1 Compliance with Corporations Act and Listing Rules

Despite any other provision of these Rules or any term or condition of the participation of any Participant in the Plan, no Option may be issued, transferred or otherwise Dealt with if to do so would contravene the Corporations Act and, if the Company is Listed, the Listing Rules.

17.2 Listing Rules to take precedence

While the Company is Listed, the following applies:

17.2.1 notwithstanding anything contained in this Plan, if the Listing Rules prohibit an act being done, the act must not be done;

17.2.2 nothing contained in this Plan prevents an act being done that the Listing Rules require to be done;

17.2.3 if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

17.2.4 if the Listing Rules require this Plan to contain a provision and it does not contain such a provision, this Plan is deemed to contain that provision;

17.2.5 if the Listing Rules require this Plan not to contain a provision and it contains such a provision, this Plan is deemed not to contain that provision; and

17.2.6 if any provision of this Plan is or becomes inconsistent with the listing Rules, this Plan is deemed not to contain that provision to the extent of the inconsistency.

18 NOTICE AND ADVICE

- 18.1 The Company shall give notice to a Participant of any adjustment to the number of Shares which the Participant is entitled to subscribe for or be issued on exercise of an Option or the exercise price per Share in accordance with the Listing Rules.
- 18.2 In the event of a Change of Control Event, the Company shall notify (in writing) the Participant of any change to the Expiry Date as soon as practicable after the Company becomes aware of the event.
- 18.3 The Company will provide to the Participant on request, within a reasonable time, either verbally or in writing, details of the current market price (in Australian dollars) of the Shares in the Company and details of the Exercise Price in relation to the options held by that Participant.

19 TAXATION

- 19.1 Neither the Company nor its directors, officers, employees, representatives or agents take any responsibility or assume any liability for the taxation liabilities of Employees or their Associates.
- 19.2 Notwithstanding any other Rule, if the Company is required to make or deemed to make a payment to a Participant under these Rules, the Company may deduct or withhold any amount in respect of Taxes or other government levy payable as a result of the payment.

20 GOVERNING LAW

The Plan, the Rules and the operation of the Plan shall be governed by the laws of the State of Victoria.

21 MISCELLANEOUS

21.1 General

- 21.1.1 No brokers fees or commissions are payable by Employees for the grant of Options pursuant to this Plan.
- 21.1.2 Employees granted Options under this Plan are bound by these Rules and by the Constitution.
- 21.1.3 Any notice required to be given by the Company to a Participant or any correspondence to be made between the Company and a Participant may be given or made by the Board (or such persons as it may direct) on behalf of the Company.
- 21.1.4 Participation in the Plan does not affect an Employee's terms of employment or appointment with the Company or any of its Subsidiaries. In particular, participation in the Plan does not detract from any right the Company or any of its Subsidiaries may have to terminate the employment or appointment of an Employee.

21.2 Power of attorney

- 21.2.1 In consideration of the issue or transfer of the Options, each Participant irrevocably appoints each current director and current secretary from time to

time of the Company as his or her attorney, to do all acts and things and to complete and execute any documents, including share and unit transfers, in his or her name and on his or her behalf that may be convenient or necessary for the purpose of giving effect to the provisions of these Rules.

21.2.2 A Participant (or after his or her death, his or her legal personal representative) will be deemed to ratify and confirm any act or thing done under this power and to indemnify the attorney in respect of doing so.

21.3 Notices

The address for the delivery, transmission and postage of notices to a Participating Employee is the address of the Participating Employee indicated on the Participation Offer or such other address as the Participating Employee may notify to the Company in writing from time to time.

21.4 Expenses

Except as provided in these Rules, the Company will meet the ongoing administration expenses of the Plan.

21.5 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Plan or any part of it.

22 DEFINITIONS AND INTERPRETATION

22.1 Definitions

In these Rules, unless the contrary intention appears, the following terms have the meanings given below:

22.1.1 **“Application”** means an application in the form set out in Annexure 2 or in such other form as the Directors may from time to time prescribe, accepting an invitation from the Directors to apply for Options in the Plan, made pursuant to these Rules;

22.1.2 **“Associate”** means a company in which the majority of the issued shares are beneficially owned by an Employee or a trust in which the Employee holds the entire beneficial interest or is the only beneficiary;

22.1.3 **“ASIC”** means the Australian Securities and Investments Commission;

22.1.4 **“ASX”** means ASX Limited (ABN 08 008 624 691) or the securities market which it operates, as the context requires;

22.1.5 **“Board”** means the Board of Directors of the Company;

22.1.6 **“Business Day”** means a day on which the ASX is open for trading;

22.1.7 **“Change of Control Event”** means:

- (a) the Company entering into a scheme of arrangement with its creditors or members or any class thereof pursuant to section 411 of the Corporations Act;

- (b) the commencement of a bid period in relation to the Company (as defined in the Corporations Act) to acquire any share and the takeover bid extends to Shares issued and allotted after the date of the takeover bid; or
- (c) when a person or group of associated persons having a relevant interest in, subsequent to the adoption of these Rules, sufficient shares in the Company to give it or them the ability, in general meeting, to replace all or a majority of the Board in circumstances where such ability was not already held by a person associated with such person or group of associated persons;

22.1.8 **"Company"** means Lumos Diagnostics Holdings Pty Ltd (ABN 66 630 476 970) of 436 Elgar Rd, Box Hill, Victoria, 3128;

22.1.9 **"Conditions"** means the conditions in subsections 83A-33(2) to (6) (inclusive) and section 83A-45 of the Tax Act;

22.1.10 **"Constitution"** means the Constitution of the Company from time to time (if any);

22.1.11 **"Corporations Act"** means the *Corporations Act 2001* (Cth.) as amended;

22.1.12 **"Deal"** when used in relation to an item of property, a chose in action, a right or obligation includes sell, offer for sale, transfer, assign or grant or allow to exist any Encumbrance, trust, option or other right in relation to the whole or any part of the item of property, chose in action, right or obligation (as applicable);

22.1.13 **"Deed of Accession"** means a deed of accession to the Shareholders' Deed (if any) in the form required by the Shareholders' Deed;

22.1.14 **"Directors"** means the directors of the Company from time to time and **"Director"** means one (1) such Director;

22.1.15 **"Dispute Notice"** means a notice issued by a Participant to the Board pursuant to Rule 6.6.1;

22.1.16 **"Employee"** means;

- (a) an individual whom the Board determines to be in the full-time or part-time employment of an entity in the Group (including any employee on parental leave, long service leave or other special leave as approved by the Board);
- (b) a director of a body corporate in the Group who holds employment or office in that body corporate;
- (c) an individual who provides services to a body corporate in the Group as a contractor; or
- (d) an individual otherwise in the employment of a body corporate in the Group whom the Board determines to be an Employee for the purposes of the Plan.

22.1.17 **"Encumbrance"** means any security for the payment of money or performance of obligations including a mortgage, lien, charge, pledge, trust, power, preferential right, interest or arrangement, restrictive or positive covenant or any agreement to create any of them or allow them to exist;

22.1.18 **"Engagement"** means:

- (a) employment by the Company or any of its Subsidiaries; or
- (b) engagement or appointment as a director of the Company or any of its Subsidiaries;

22.1.19 **“Exercise”** means the act of exercising the right attached to an Option to require the issue, or transfer, of a Share to the holder of the Option pursuant to Rule 8;

22.1.20 **“Exercise Price”** means the issue price per Share payable in cash upon exercising an Option being such price determined by the Board in its absolute discretion and set out in the Offer;

22.1.21 **“Exit Event”** means:

- (a) the sale of 100% of the issued share capital of the Company or any of its Subsidiaries; or
- (b) completion of a trade sale of all or substantially all of the Company or any of its Subsidiaries or its business undertaking, whether by way of asset sale, share sale, merger or corporate reconstruction;

22.1.22 **“Expiry”** means, in relation to an Option, the point in time at which that Option can no longer be Exercised, as determined under Rule 9;

22.1.23 **“Expiry Date”** means, in relation to an Option, the date on which that Option ceases to be exercisable, as specified in the relevant Participation Offer or pursuant to these Plan Rules;

22.1.24 **“Government Agency”** means any government, governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes any other person authorised by law to give consents, or impose requirements, in connection with the environment;

22.1.25 **“Issue Price”** means, in respect of an Option, the price determined in accordance with Rule 4.3;

22.1.26 **“Listed”** means, in relation to the Company, the Company being and remaining admitted to the official list of ASX;

22.1.27 **“Listing Rules”** means the listing rules of the ASX and any other rules of the ASX which are applicable while the Company is Listed, each as amended from time to time;

22.1.28 **“Milestone”** means a factual objective or status which must be achieved or maintained in order to satisfy a Performance-based Vesting Condition;

22.1.29 **“Offer”** means an offer of Options to an eligible person pursuant to Rule 3.2;

22.1.30 **“Option”** means an option to subscribe and acquire a fully paid Share issued in accordance with the terms set out in these Rules;

22.1.31 **“Optionholder”** means a person who holds an Option;

22.1.32 **“Option Exercise Notice”** means a notice for the exercise of Options in accordance with these Rules in the form set out in Annexure 3 to these Rules or in such other form as the directors from time to time prescribe;

- 22.1.33 **"Participant"** means an Employee or an Associate who applies and becomes a member of the Plan;
- 22.1.34 **"Performance-based Vesting Condition"** means a Vesting Condition based on the achievement of a Milestone;
- 22.1.35 **"Permitted Transferee"**, in respect of a Participant, means:
- (a) a company of which the Participant and/or Relatives of the Participant are the only beneficial owners of Shares; or
 - (b) a trust in which the Participant and/or Relatives of the Participant hold the entire beneficial interest or are the only beneficiaries;
- 22.1.36 **"Plan"** means the Lumos Diagnostics Holdings Employee Share Option Plan No. 2 as established by these Rules (as amended);
- 22.1.37 **"Public Offering"** means any offer of shares to the public;
- 22.1.38 **"Rules"** means these rules of and governing the Plan as set out in this document as amended from time to time, and **"Rule"** means a numbered paragraph of these Rules;
- 22.1.39 **"Share"** means a fully paid Ordinary Share (as defined in the Shareholders' Deed) in the Company;
- 22.1.40 **"Shareholders' Deed"** means the Shareholders' Deed between the Company and each of its shareholders as amended from time to time;
- 22.1.41 **"Subsidiary"** means a subsidiary of the Company (as defined in the Corporations Act) from time to time;
- 22.1.42 **"Tax Act"** means the *Income Tax Assessment Act 1997* (Cth.) as amended from time to time and, if replaced, the replacement Act;
- 22.1.43 **"Taxes"** means taxes, levies, imposts, charges and duties imposed by any Government Agency (including, stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them;
- 22.1.44 **"Termination Date"**, in respect of a Participant, means the date the Participant ceases to be Engaged by the Company or any of its Subsidiaries;
- 22.1.45 **"Tranche"** means Options issued to an individual Participant which:
- (a) were issued on the same date;
 - (b) Expire on the same date; and
 - (c) have the same Vesting Conditions;
- 22.1.46 **"Unvested Option"** means an Option which is not a Vested Option;
- 22.1.47 **"Vested Option"** means an Option which is not, or is no longer, subject to any Vesting Conditions;
- 22.1.48 **"Vesting Conditions"** means, in relation to an Option, a condition which must be satisfied or waived before that Option becomes a Vested Option (and includes Service-based Vesting Conditions and Performance-based Vesting Conditions);

- (a) **“Vesting Date”** means, in relation to an Option, the date on which that Option becomes a Vested Option, and

unless the context otherwise requires any word or phrase used in these Rules which is not defined but which is defined in the Listing Rules has the same effect as that contained in the Listing Rules.

22.2 Interpretation

In these Rules, unless expressed to the contrary:

22.2.1 terms defined in the Corporations Act and, while the Company is Listed, the Listing Rules, have the same meaning in these Rules;

22.2.2 words importing:

- (a) the singular include the plural and vice versa;
- (b) any gender includes the other genders;

22.2.3 if a word or phrase is defined, cognate words and phrases have corresponding definitions;

22.2.4 a reference to:

- (a) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
- (b) a person includes its legal personal representatives, successors and assigns;
- (c) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a right includes a benefit, remedy, discretion, authority or power;
- (e) **“\$”** or **“dollars”** is a reference to the lawful currency of Australia;
- (f) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties; and
- (g) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one (1) or more of them; and

22.2.5 the words **“includes”** or **“including”**, **“for example”** or **“such as”** when introducing a list of items do not exclude a reference to other items, whether of the same class or genus or not.

22.3 Headings

Headings are for convenience only and do not affect the interpretation of these Rules.

• • • • •

LUMOS DIAGNOSTICS HOLDINGS PTY LTD
SHARE OPTION PLAN NO. 2
U.S. APPENDIX

1. The terms of this U.S. Appendix (the “**Appendix**”) apply to options granted under the Lumos Diagnostics Holdings Pty Ltd Share Option Plan No. 2 (the “**Plan**”) to individuals who are U.S. residents or subject to U.S. federal income tax (such options, “**Options**”). This Appendix is a part of the Plan. Any capitalized terms that are not defined in this Appendix will have the meanings given to them in the Plan. If there is a conflict, whether explicit or implied, between the Plan and the Appendix, the Appendix shall prevail.
2. Shares Subject to the Appendix. Subject to the last sentence of this Section 2 of this Appendix, not more than 5 million (five million) Shares may be subject to Options and sold under the Appendix (the “**Appendix Limit**”), and the maximum number of Shares issuable upon the Exercise of incentive stock options within the meaning of Section 422 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), and the regulations promulgated thereunder (such options, “**ISOs**”) is equal to the Appendix Limit (the “**ISO Limit**”). If any adjustment to an Option is made pursuant to Rule 13 of the Plan or Section 6 of this Appendix, the Board will make similar adjustments to the Appendix Limit and the ISO Limit.
3. Eligibility. ISOs may be granted only to Employees that are employees of (i) the Company, (ii) any “parent corporation” (as defined in Code Section 424(e)) of the Company, whether now or hereafter existing (a “**Parent**”), or (iii) any “subsidiary corporation” (as defined in Code Section 424(f)) of the Company, whether now or hereafter existing (a “**Subsidiary**”). Options that are not ISOs (“**NSOs**”) may be granted to any Employee.
4. Options.
 - (a) Term of Option. Notwithstanding anything in the Plan to the contrary, (i) the Expiry Date of each Option will not be more than 10 years from the date of grant, and (ii) the Expiry Date of an ISO granted to an Employee who, at the time the ISO is granted, owns shares representing more than 10% of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary (a “**Ten Percent Shareholder**”) will not be more than 5 years from the date of grant.
 - (b) Exercise Price. The Exercise Price of each Option will be at least 100% of the fair market value of a Share, as determined in good faith by the Board (the “**Fair Market Value**”), on the date of grant. In addition, in the case of an ISO granted to a Ten Percent Shareholder, the Exercise Price will be at least 110% of the Fair Market Value of a Share on the date of grant. Notwithstanding the foregoing, Options may be granted with an Exercise Price of less than 100% of the Fair Market Value of a Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Code Section 424(a).
 - (c) Exercise of Vested Option following Termination Date. If an Optionholder’s Engagement ceases, the Optionholder may Exercise the his or her Vested Option (i) subject to Rule 9 of the Plan, within the period specified in his or her Participation Offer, or (ii) notwithstanding anything to the contrary in the Plan or the Participation Offer, within such longer period of time as is required by applicable laws, such as Section 25102(o) of the California Corporations Code, if applicable (but in no event later than the Expiry Date of such Vested Option as set forth in the Participation Offer). If the Optionholder does not Exercise his or her Vested Option within such time, the Vested Option will terminate.

5. Limited Transferability of Options. Notwithstanding anything to the contrary in the Plan, unless determined otherwise by the Board and permitted by the Plan, Options may not be sold, pledged, assigned, hypothecated, or otherwise transferred in any manner other than by will or by the laws of descent and distribution, and may be Exercised, during the lifetime of the Optionholder, only by the Optionholder. If the Board makes an Option transferable, such Option may only be transferred (i) by will, (ii) by the laws of descent and distribution, or (iii) as permitted by Rule 701 of the U.S. Securities Act of 1933, as amended.
6. Adjustments. Notwithstanding anything in the Plan to the contrary, the Board will make such adjustments to an Option required by Section 25102(o) of the California Corporations Code to the extent the Company is relying upon the exemption afforded thereby with respect to the Option.
7. Tax Withholding. Notwithstanding anything in the Plan to the contrary, prior to the delivery of any Shares or cash pursuant to an Option (or Exercise thereof), the Company will have the power and the right to deduct or withhold, or require an Optionholder to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign or other taxes (including the Optionholder's FICA obligation) required to be withheld with respect to such Option (or Exercise thereof). The amount of the withholding requirement will be deemed to include any amount which the Board agrees may be withheld, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Optionholder with respect to the Option on the date that the amount of tax to be withheld is to be determined.
8. Term of Appendix. Subject to Section 10 of this Appendix, the Appendix will become effective upon its adoption by the Board. Unless (i) this Appendix is sooner terminated under Section 9 of this Appendix or (ii) the Plan is sooner terminated under Rule 16 of the Plan, the Appendix will continue in effect for a term of 10 years from its effective date.
9. Amendment and Termination of the Appendix. The Board may at any time amend, alter, suspend or terminate the Appendix. The Company will obtain shareholder approval of any Appendix amendment to the extent necessary and desirable to comply with applicable laws. No amendment, alteration, suspension or termination of the Appendix will materially impair the rights of any Optionholder, unless the Optionholder and the Board otherwise agree in writing.
10. Shareholder Approval of Adoption of Appendix. The Appendix must be approved by Company shareholders, in the manner and to the degree required under applicable laws, within 12 months after Board approval of the Appendix.

PARTICIPATION OFFER

[on Lumos Diagnostics Holdings Pty Ltd letterhead]

[insert date of letter]

Private and Confidential

[insert name of Participant]

[insert address of Participant]

Dear *[insert name]*

Invitation to Participate in the Employee Share Option Plan No. 2

The Board of Lumos Diagnostics Holdings Pty Ltd (**Company**) is pleased to formally invite you to participate in the Lumos Diagnostics Holdings Employee Share Option Plan No. 2 (**Plan**) under the terms and conditions set forth in the U.S. Appendix to the Plan (**Appendix**).

The Company established the Plan to encourage employees of the Company and its Subsidiaries, including directors, to share in the ownership of the Company and its Subsidiaries, in order to promote their long-term success. It offers selected employees of the Company and its Subsidiaries, including directors, a generous opportunity to share in the growth and profits of the Company and its Subsidiaries alongside the Company's shareholders.

Key Features of the Plan

The Plan offers participating Employees (**Participants**) ownership of options that may be converted into one (1) ordinary share in the capital of the Company each.

Options granted to Participants may be subject to certain Vesting Conditions and, in such case, will only be exercisable once the Vesting Conditions are satisfied.

Particulars of the Offer to You

The particulars of the Participation Offer to you are set out below:

Feature	Particulars
Number of Options Offered to You (Rule 3.2.2):	<i>[insert]</i>
Exercise Price per Option (Rule 8.4.1)	<i>[insert]</i>
Type of Option	<i>[insert – e.g., “ISO” or “NSO”]</i>
Vesting Conditions: <ul style="list-style-type: none"> Service-based Vesting Conditions* 	<i>[insert – e.g., “The continued Engagement [as a director of][insert name] by a Company Entity until [insert date]”]</i>
<ul style="list-style-type: none"> Performance-based Vesting Conditions (Rule 6.4) 	<i>[insert factual milestone]</i>
Expiry Date (Rule 9.1)	<i>[insert date]</i>

PARTICIPATION OFFER

* The amount of Service-based vesting that occurs in a time period may be reduced in the absolute discretion of the Board if for any reason a Participant's continuous Engagement is or becomes less than full time or such Participant's duties otherwise are or become reduced

Supplemental Terms and Modifications to Plan Rules and the Appendix

In respect of the Options set out in this Participation Offer only, the following supplemental terms and modifications to the Plan Rules and the Appendix apply:

Term	Particulars
Method of Exercise (read in conjunction with Rule 8.3 of the Plan Rules)	You shall, if required by the Company, concurrently with the Exercise of any Options, deliver to the Company your Investment Representation Statement in the form provided by the Company.
[HEADING] (read in conjunction with Rule [xx] of the Plan Rules [and Section [xx] of the Appendix])	<i>[insert]</i>

Plan Rules and Appendix and Further Advice

A copy of the Rules and the Appendix are enclosed and you should refer to them as they contain important information concerning the Plan and the Appendix. Note that terms used in this letter have the same meaning as set out in the Appendix unless the contrary intention appears. The taxation consequences of participation in the Plan under the Appendix may differ among different persons. You are strongly advised to seek your own professional advice concerning the impact of the Plan and the Appendix given your own personal circumstances. The Company makes no representation concerning the financial benefit or taxation consequences of participating in the Plan under the Appendix.

The Company undertakes to provide to you, within a reasonable period of being so requested, the current market price of the Shares.

The Options are offered to you free of charge and any costs whatsoever.

Acceptance of Offer

If you would like to participate in this Plan under the Appendix, you must execute the enclosed Acceptance of participation Offer and an Application and return signed originals to the Company Secretary by *[insert date]*.

If you have any questions concerning this offer, the Plan, or the Appendix, you should contact the Company Secretary in the first instance.

We hope you will join us in this opportunity.

Yours sincerely,

PARTICIPATION OFFER

Sam Lanyon
Executive Director
Lumos Diagnostics Holdings Pty Ltd

ACCEPTANCE OF PARTICIPATION OFFER – DATED [insert letter offer date]

This Deed of Accession is made on _____

BY: **[insert name of Participating Employee]**
[insert address of Participating Employee]
(Participating Employee)

- 1. The Participating Employee confirms [he/she] has been given a copy of the Employee Share Option Plan No. 2 adopted by Lumos Diagnostics Holdings Pty Ltd (Company) dated [insert date] as amended from time to time (Plan) and the U.S. Appendix to the Plan (Appendix).
- 2. The Participating Employee covenants with the parties to the Plan (whether original or by accession) to observe, perform and be bound by all terms of the Plan and the Appendix.
- 3. The Participating Employee agrees to:
 - a. accept the number of Options that are allotted by Company in accordance with the terms of the Plan and the Appendix;
 - b. be bound by and abide by the terms of the Plan and the Appendix;
 - c. if required by the Company, be bound by and abide by the terms of the Shareholders' Deed; and
 - d. have the Participating Employee's name and address placed on the Register of Optionholders of the Company.
- 4. Capitalised terms used in this Deed have the meaning given in the Appendix.

Executed as a Deed Poll:

Signed, sealed and delivered by [INSERT ACCEDING PARTY'S NAME] in the presence of:)

)
)
)
)
)
_____)
Signature of witness)
)
)
)
)
_____)

Name of witness (please print)

Signature of [INSERT ACCEDING PARTY'S NAME]

APPLICATION

The Company Secretary
Lumos Diagnostics Holdings Pty Ltd
(ABN 66 630 476 970)
436 Elgar Rd
Box Hill, Victoria, 3128 (*Company*)

Employee Share Option Plan No. 2
Application for Options – Offer dated [insert letter offer date]

I,of.....
.....hereby apply for.....Options to
subscribe for an equal number of Shares in the capital of the Company at an exercise price of
\$.....per Share and I agree that upon issue of those Options I shall hold those Options and
deal with them only in accordance with the terms and conditions of the said Lumos Diagnostics Holdings
Employee Share Option Plan No. 2 (*Plan*) and the U.S. Appendix to the Plan (copies of which are
attached hereto), subject to and accordance with the Constitution of the Company.

Dated this day of20...

Signed:
Name:

Note:

- (1) The Exercise Price is determined by the Directors at the time of making the Offer in accordance with the Rules of the Plan and the U.S. Appendix to the Plan.
- (2) Options are issued free.

OPTION EXERCISE NOTICE

To: The Company Secretary
 Lumos Diagnostics Holdings Pty Ltd
 (ABN 66 630 476 970)
 436 Elgar Rd
 Box Hill, Victoria, 3128 (**Company**)

From: [*specify name of Participant*]

Employee Share Option Plan No. 2

I refer to the Employee Share Option Plan No. 2 Rules for the Company dated [*insert date*] 2011 (**Plan**), the U.S. Appendix to the Plan (**Appendix**), and the letter granting Options under the Plan dated [*insert date*] 2011 (**Participation Offer**).

Terms defined in the Plan and Participation Offer have the same meaning in this Notice.

Pursuant to Rule 8.3.1 of the Plan and the Participation Offer, I hereby notify the Company that I exercise [*insert number*] of Options as detailed in the Participation Offer.

(signed)

(print name)

(dated)

INVESTMENT REPRESENTATION STATEMENT

PARTICIPANT :
COMPANY : LUMOS DIAGNOSTICS HOLDINGS PTY LTD
SECURITY : ORDINARY SHARES
AMOUNT :
DATE :

In connection with the purchase of the above-listed Securities, the undersigned Participant represents to the Company the following:

- (a) Participant is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. Participant is acquiring these Securities for investment for Participant's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the U.S. Securities Act of 1933, as amended (**Securities Act**).
- (b) Participant acknowledges and understands that the Securities constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Participant's investment intent as expressed herein. In this connection, Participant understands that, in the view of the U.S. Securities and Exchange Commission, the statutory basis for such exemption may be unavailable if Participant's representation was predicated solely upon a present intention to hold these Securities for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the Securities, or for a period of one (1) year or any other fixed period in the future. Participant further understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Participant further acknowledges and understands that the Company is under no obligation to register the Securities. Participant understands that the certificate evidencing the Securities shall be imprinted with any legend required under applicable state securities laws.
- (c) Participant is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer qualifies under Rule 701 at the time of the grant of the Option to Participant, the exercise shall be exempt from registration under the Securities Act. In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (**Exchange Act**), ninety (90) days thereafter (or such longer period as any market stand-off agreement may require) the Securities exempt under Rule 701 may be resold, subject to the satisfaction of the applicable conditions specified by Rule 144, including in the case of affiliates (1) the availability of certain public information about the Company, (2) the amount of Securities being sold during any three (3) month period not exceeding specified limitations, (3) the resale being made in an unsolicited "broker's transaction", transactions directly with a "market maker" or "riskless principal transactions" (as those terms are defined under the Exchange Act) and (4) the timely filing of a Form 144, if applicable.

INVESTMENT REPRESENTATION STATEMENT

In the event that the Company does not qualify under Rule 701 at the time of grant of the Option, then the Securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which may require (i) the availability of current public information about the Company; (ii) the resale to occur more than a specified period after the purchase and full payment (within the meaning of Rule 144) for the Securities; and (iii) in the case of the sale of Securities by an affiliate, the satisfaction of the conditions set forth in sections (2), (3) and (4) of the paragraph immediately above.

- (d) Participant further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption shall be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the U.S. Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 shall have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. Participant understands that no assurances can be given that any such other registration exemption shall be available in such event.

PARTICIPANT

Signature

Print Name

Date

PARTICIPATION OFFER

[on Lumos Diagnostics Holdings Pty Ltd letterhead]

[insert date of letter]

Private and Confidential

[insert name of Participant]

[insert address of Participant]

Dear *[insert name]*

Invitation to Participate in the Employee Share Option Plan No. 2

The Board of Lumos Diagnostics Holdings Pty Ltd (**Company**) is pleased to formally invite you to participate in the Lumos Diagnostics Holdings Employee Share Option Plan No. 2 (**Plan**).

The Company established the Plan to encourage employees of the Company and its Subsidiaries, including directors, to share in the ownership of the Company and its Subsidiaries, in order to promote their long-term success. It offers selected employees of the Company and its Subsidiaries, including directors, a generous opportunity to share in the growth and profits of the Company and its Subsidiaries alongside the Company's shareholders.

Key Features of the Plan

The Plan offers participating Employees (**Participants**) ownership of options that may be converted into one (1) ordinary share in the capital of the Company each.

Options granted to Participants may be subject to certain Vesting Conditions and, in such case, will only be exercisable once the Vesting Conditions are satisfied.

Particulars of the Offer to You

The particulars of the Participation Offer to you are set out below:

[Complete, expand or delete this table as required]

Feature	Particulars
Number of Options Offered to You (Rule 3.2.2):	<i>[insert]</i>
Exercise Price per Option (Rule 8.4.1)	<i>[insert]</i>
Vesting Conditions: <ul style="list-style-type: none"> • Service-based Vesting Conditions 	<i>[insert – e.g. The continued Engagement [as a director of] [insert name] by a Company Entity until [insert date]]</i>

Feature	Particulars
<ul style="list-style-type: none"> Performance-based Vesting Conditions (Rule 6.4) 	<i>[insert factual milestone]</i>
Expiry Date (Rule 9.1)	<i>[insert date]</i>

Supplemental Terms and Modifications to Plan Rules

In respect of the Options set out in this Participation Offer only, the following supplemental terms and modifications to the Plan Rules apply:

Term	Particulars
<p>[HEADING]</p> <p>(read in conjunction with Rule [xx] of the Plan Rules)</p>	<i>[insert]</i>

Plan Rules and Further Advice

A copy of the Rules is enclosed and you should refer to them as they contain important information concerning the Plan. Note that terms used in this letter have the same meaning as set out in the Rules unless the contrary intention appears.

The taxation consequences of participation in the Plan may differ among different persons. You are strongly advised to seek your own professional advice concerning the impact of the Plan given your own personal circumstances. The Company makes no representation concerning the financial benefit or taxation consequences of participating in the Plan.

The Company undertakes to provide to you, within a reasonable period of being so requested, the current market price of the Shares.

The Options are offered to you free of charge and any costs whatsoever.

Acceptance of Offer

If you would like to participate in this Plan you must execute the enclosed Acceptance of participation Offer and an Application and return signed originals to the Company Secretary by *[insert date]*.

If you have any questions concerning this offer or the Plan you should contact the Company Secretary in the first instance.

We hope you will join us in this opportunity.

Yours sincerely,

[insert name of Lumos Diagnostics Holdings Pty Ltd director or Chairman]
[Director/Chairman]

Lumos Diagnostics Holdings Pty Ltd

ACCEPTANCE OF PARTICIPATION OFFER

This Deed of Accession is made on _____

BY: ***[insert name of Participating Employee]***
[insert address of Participating Employee]
(Participating Employee)

1. The Participating Employee confirms **[he/she]** has been given a copy of the Employee Share Option Plan No. 2 adopted by Lumos Diagnostics Holdings Pty Ltd (Company) dated **[insert date]** as amended from time to time (Plan).
2. The Participating Employee covenants with the parties to the Plan (whether original or by accession) to observe, perform and be bound by all terms of the Plan.
3. The Participating Employee agrees to:
 - a. accept the number of Options that are allotted by Company in accordance with the terms of the Plan;
 - b. be bound by and abide by the terms of the Plan;
 - c. if required by the Company, be bound by and abide by the terms of the Shareholders’ Deed; and
 - d. have the Participating Employee's name and address placed on the Register of Optionholders of the Company.
4. Capitalised terms used in this Deed have the meaning given in the Plan.

Executed as a Deed Poll:

Signed, sealed and delivered by *[INSERT ACCEDING PARTY'S NAME]*)
in the presence of:)
)
)
)
 _____)
 Signature of witness)
)
)
)
 _____)
 Name of witness (please print))

 Signature of ***[INSERT ACCEDING PARTY'S NAME]***

ANNEXURE 2 – APPLICATION

The Company Secretary
Lumos Diagnostics Holdings Pty Ltd
(ABN 66 630 476 970)
436 Elgar Rd
Box Hill, Victoria, 3128 (*Company*)

**Employee Share Option Plan No. 2
Application for Options**

I, of
..... hereby apply forOptions to
subscribe for an equal number of Shares in the capital of the Company at an exercise price of
\$..... per Share and I agree that upon issue of those Options I shall hold those Options and
deal with them only in accordance with the terms and conditions of the said Lumos Diagnostics
Holdings Employee Share Option Plan No. 2 (a copy of which is attached hereto), subject to and
accordance with the Constitution of the Company.

Dated this day of 20__

Signed:

Name:

Note

- (1) The Exercise Price is determined by the Directors at the time of making the Offer in accordance with the Rules of the Plan.
- (2) Options are issued free.

ANNEXURE 3 – OPTION EXERCISE NOTICE

To: The Company Secretary
Lumos Diagnostics Holdings Pty Ltd
(ABN 66 630 476 970)
436 Elgar Rd
Box Hill, Victoria, 3128 (*Company*)

From: [*specify name of Participant*]

Employee Share Option Plan No. 2

I refer to the Employee Share Option Plan No. 2 Rules for the Company dated [*insert date*] 2011 (*Plan*) and the letter granting Options under the Plan dated [*insert date*] 2011 (*Participation Offer*).

Terms defined in the Plan and Participation Offer have the same meaning in this Notice.

Pursuant to Rule 8.3.1 of the Plan and the Participation Offer, I hereby notify the Company that I exercise [*insert number*] of Options as detailed in the Participation Offer.

Dated:

.....
(signed)

.....
(print name)

.....
(dated)