**Option Terms – Shaw and Partners**

This document sets out the terms of issue of options (**Options**) to subscribe for fully paid shares in the capital of Carbonxt Group Limited (ACN 097 247 464) (the **Company**).

**1 Exercise Price**

The exercise price of each Option is $0.60 (**Exercise Price**).

**2 Entitlement**

Each Option shall entitle the holder the right to subscribe for one fully paid ordinary share in the capital of the Company (**Share**).

**3 Option Period**

The Options will expire on 8 June 2020 (**Expiry Date**). Subject to 6, Options may be exercised at any time prior to the Expiry Date and Options not exercised shall automatically expire on the Expiry Date.

**4 Ranking of Share Allotted on Exercise of Option**

Each Share allotted as a result of the exercise of any Option will, subject to the Constitution of the Company, rank in all respects equally with the then existing Shares.

**5 Voting**

A registered owner of an Option (**Option Holder**) will not be entitled to attend or vote at any meeting of the members of the Company unless they are, in addition to being an Option Holder, a shareholder.

**6 Transfer of Options and Shares**

Options are not transferable at any time prior to the expiry date without the prior written consent of the Company. Each Option Holder's ability to transfer or otherwise dispose of their interest in the Options and any Shares issued to them on exercise of the Options is subject to any restrictions on the transfer of such Options and such Shares (as the case may be) that may be imposed by the ASX in circumstances where the Company is listed on the ASX.

**7 Method of Exercise of an Option**

To exercise the Options, the Option Holder must give notice in writing to the Company Secretary and Managing Director of the Company.

Subsequent to receipt of the notice to exercise and payment of the exercise price, the Company will arrange for the appropriate number of Shares to be allotted.

The exercise of some Options only does not affect the Option Holder’s right to exercise other Options at a later time.

**8 Quotation**

The Company will not apply for quotation of the Options on the ASX. If the Company's shares are quoted on the official list of the ASX, the Company must apply for quotation on the official list of the ASX of the Shares issued on the exercise of Options as soon as practicable after the issue of those Shares, if and so long as Shares are quoted on the ASX at that time.

**9 Reconstruction**

In the event of a reconstruction (including a consolidation, sub-division, reduction or return) of the issued capital of the Company, all rights attaching to the Option Holder will be changed to the extent necessary to comply with the Listing Rules applicable to the reconstruction of capital at the time of the reconstruction.

**10 Participation in New Issues**

Subject to the Listing Rules, unless the Board determines otherwise, an Option Holder is only entitled to participate in a new issue of Shares to existing shareholders of the Company if the Option Holder has validly exercised their Options and become a Shareholder prior to the relevant record date, and is then only entitled to participate in relation to Shares of which the Option Holder is the registered holder.

**11 No Change of Options Exercise Price or Number of Underlying Shares**

The exercise price and the one-for-one exercise ratio are fixed for the life of the Options subject to paragraph 9, the Listing Rules and the Corporations Act.

**12 Escrow**

If the ASX determines that the Options or the Shares issued on exercise of Options are "Restricted Securities" (as defined in the Listing Rules), the Option Holder must, upon request by the Company, deliver to the Company a Restriction Agreement (substantially in the form of Appendix 9A of the ASX Listing Rules) (**Restriction Agreement**) in relation to such Options and/or such Shares (as applicable) duly executed by all parties to that Restriction Agreement other than the Company, and the Option Holder acknowledges and agrees that their continued compliance with the terms of such Restriction Agreement is an essential term of the Options.