Fastbrick Robotics Limited
Performance Rights Plan

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1. Definitions and interpretation

1.1 Definitions

In these Rules, unless the contrary intention appears, terms defined in the Corporations Act or the Listing Rules and not otherwise defined herein are deemed to have the meanings ascribed to them in the Corporations Act or Listing Rules (as the case may be), and:

ASIC means Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691 and, where the context permits, the Australian Securities Exchange operated by ASX Limited.

Board means the Board of Directors of the Company as it may be constituted from time to time, or where appropriate, a committee of the Board.

Business Day has the same meaning as in the Listing Rules.

Company means DMY Capital Limited (to be renamed Fastbrick Robotics Limited) ACN 090 000 276.

Corporations Act means the Australian *Corporations Act*, 2001 (Cth).

Eligible Employee means:

(a) a full-time or permanent part-time employee of a Group Company;

(b) a director or company secretary of a Group Company; or

(c) any other person determined by the Board to be an Eligible Employee for the purposes of the Plan.

Group Company means any one of the Company or a subsidiary thereof.

Incentive Scheme means a share, performance right or option scheme extended to any or all of the employees and/or directors of the Company and its Related Bodies Corporate, and includes the Plan.

Listing Rules means the Official Listing Rules of the ASX.

Participant means a person who, at the relevant time, holds one or more Performance Rights.

Performance Conditions means, in relation to each Performance Right, the performance related conditions which must be satisfied or circumstances which must exist before a Performance Right can be exercised, as set out in the Terms and Conditions attached to that Performance Right.

Performance Right means a right granted under these Rules to be issued or transferred, one Share, subject to the Terms and Conditions attached thereto and these Rules.

Performance Right Share means, in respect of any Performance Right, the Share a Participant is entitled to subscribe for, or take a transfer of, by reason of the grant to him or her of that Performance Right, including any securities resulting from an adjustment made thereto pursuant to these Rules.

Plan means the Fastbrick Robotics Limited Employee Performance Rights Plan as administered in accordance with these Rules, and as the same may be amended from time to time.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Rules means these rules setting out the terms and conditions of the Plan, as amended from time to time.

Securities Dealing Policy means any policy established by the Company applicable to trading in securities of the Company.

Shares means fully paid ordinary shares in the capital of the Company.

Terms and Conditions means the terms and conditions of a Performance Right, including performance conditions, vesting, expiry and other conditions (as determined by the Board).

1.2 Interpretation

(a) Words importing gender mean each other gender; words denoting the singular include the plural and vice versa; headings are for convenience only and do not affect the interpretation of these Rules.

(b) A reference to any statute or any section of any statute includes any statute or section amending, consolidating or replacing the statute or section referred to.

(c) These Rules, the offer and grant of any Performance Right, and the issue or transfer of any Performance Right Shares shall at all times be subject to the Listing Rules, the Corporations Act and any other applicable laws.

(d) A reference to an offer, issue or distribution to the Company's shareholders generally is a reference to an offer, issue or distribution to the generality of the Company's shareholders, whether or not such offer, issue or distribution is extended the holders of other securities issued by the Company and whether or not such offer, issue or distribution excluded persons in particular places outside Australia or other minority groups who may for a particular reason be precluded from participating.

(e) Where any calculation or adjustment to be made pursuant to these Rules, produces a fraction of a cent or a fraction of a share, the fraction shall be rounded to the nearest whole number, favourable to the Participant.

2. Establishment of the Plan

(a) The purpose of the Plan is to:

(i) attract quality Eligible Employees;

(ii) motivate and retain Eligible Employees;

(iii) align the interests of Eligible Employees and the Company;

(iv) increase shareholder value by motivating Eligible Employees; and

(v) provide Eligible Employees with an opportunity to share in the success of the Company by acquiring an ownership interest therein.

(b) The Plan shall take effect on the date determined by the Board.

(c) The Plan shall operate in accordance with these Rules and the Terms and Conditions, which shall bind each Participant.

3. Administration of the Plan

(a) The Plan shall be administered by the Board which shall have power to:

(i) determine appropriate procedures for administration of the Plan consistent with the Rules;

(ii) resolve conclusively all questions of fact or interpretation in connection with the Plan and the Terms and Conditions; and

(iii) delegate such functions and powers as it may consider appropriate for the efficient administration of the Plan to a person or persons.

(b) The Company, at the Board's discretion, may grant Performance Rights to Participants who are resident outside of Australia, and make rules, and determine procedures and documentation, for the operation of the Plan which are not inconsistent with these Rules to apply to Participants who are resident outside of Australia.

(c) Except as otherwise expressly provided in the Plan, the Board has absolute and unfettered discretion to act or refrain from acting under or in connection with the Plan or any Performance Rights and in the exercise of any power or discretion granted to it by the Plan.

4. Offer of Performance Rights

4.1 Offer

(a) The Company may, in its absolute discretion, from time to time offer and grant Performance Rights to any Eligible Employee upon the terms set out in this Plan and the Terms and Conditions.

(b) The number and terms of Performance Rights (if any) to be offered to any Eligible Employee, shall be determined by the Board in its discretion, subject to these Rules and the Terms and Conditions.

(c) The Board shall complete Schedule 1 to the Terms and Conditions for each offer of Performance Rights to specify the Performance Conditions, milestone date, expiry and other similar terms attached to such Performance Rights.

(d) Any offer of Performance Rights shall be personal and shall not be assignable other than as provided in the Terms and Conditions.

(e) Each offer of Performance Rights pursuant to the Plan will:

(i) be in writing;

(ii) be made in accordance with the Corporations Act, the Listing Rules, these Rules, the Terms and Conditions and any other applicable laws; and

(iii) otherwise be on the terms which the Board may, in its discretion, determine.

(f) Each offer of Performance Rights must be accompanied by:

(i) a copy of these Rules;

(ii) the Terms and Conditions; and

(iii) such documents and undertakings as may be required by ASIC, the Corporations Act or the Listing Rules.

4.2 Grant of Performance Rights

(a) An Eligible Employee who receives an offer of Performance Rights and wishes to accept it must deliver written notice of acceptance, to the Company, in accordance with the instructions set out in the offer received in accordance with clause 4.1.

(b) Upon delivery to the Company of written notice of acceptance of an offer of Performance Rights the Company shall grant Performance Rights to that Eligible Employee in accordance with the accepted offer and the Eligible Employee shall become a Participant, bound by these Rules and the Terms and Conditions.

(c) The Performance Rights will not be listed on ASX.

5. Number of Performance Rights

An offer of Performance Rights may only be made under the Plan if the number of Shares that may be acquired on exercise of the Performance Rights, when aggregated with:

(a) the number of Shares issuable if each outstanding offer, right or option to acquire unissued Shares, made or acquired pursuant to the Plan or any Incentive Scheme, was accepted or exercised (as the case may be); or

(b) the number of Shares issued during the previous year pursuant to the Plan or any other Incentive Scheme,

but disregarding an offer made, or Performance Right acquired or Share issued by way of or as a result of:

(c) an offer to a person situated at the time of receipt of the offer outside Australia;

(d) an offer that did not need disclosure to investors because of section 708 of the Corporations Act. Section 708 exempts the requirement of a disclosure document for the issue of securities in certain circumstances to investors who are deemed to have sufficient investment knowledge to make informed decisions, including professional investors, sophisticated investors and senior managers of the Company; or

(e) an offer made under a disclosure document,

does not exceed 5% (or such other maximum permitted under any ASIC Class Order providing relief from the disclosure regime of the Corporations Act) of the total number of issued Shares as at the time of the offer. For the avoidance of doubt, where a Performance Right lapses

without being exercised, the Performance Right Shares concerned shall be excluded from any calculation under this clause.

6. Performance Conditions

(a) A Performance Right granted under the Plan may contain Performance Conditions which will be specified in Schedule 1 to the Terms and Conditions attached to that Performance Right. Satisfaction of the Performance Conditions will be tested by a relevant milestone date specified in the Terms and Conditions.

(b) A Performance Right will not vest unless the Board determines that the relevant Performance Conditions have been satisfied by the relevant milestone date specified in the Terms and Conditions.

7. Right to Exercise Performance Rights

(a) A Performance Right may be exercised in accordance with, and at any time during, the period specified in the Terms and Conditions, provided that:

(i) the Performance Conditions in respect of the Performance Right have been satisfied;

(ii) the vesting period (if any) in respect of the Performance Right has expired;

(iii) the issue or transfer of the underlying Performance Right Share does not contravene the Corporations Act, the Listing Rules or any Securities Dealing Policy; and

(iv) any other condition or term attached to that Performance Right has been satisfied in accordance with, and by the time specified, in these Rules or the Terms and Conditions.

(b) The procedure for exercise of Performance Rights shall be determined by the Board and set forth in the Terms and Conditions.

8. Issue of Shares

8.1 Issue of Performance Shares

Subject to clause 1.2(c) and 7(a), upon due exercise of a Performance Right the Company must issue to, or transfer to, the Participant or his or her personal representative (as the case may be) the Performance Right Shares to which he or she is entitled under these Rules and the relevant Terms and Conditions.

8.2 Share ranking

All Performance Right Shares will rank equally in all respects with all previously issued Shares for the time being on issue except as regards to any entitlements attaching to such Shares by reference to a record date that is prior to the date of allotment of the Performance Right Shares.

8.3 Listing of Shares on ASX

The Company will apply to the ASX for quotation of all Performance Right Shares issued under the Plan within the period required by ASX, if the Shares are then quoted on the ASX.

9. Rights and obligations of Participants

(a) All Participants shall be entitled to the benefit of and shall be bound by the terms and conditions of the Rules, the Terms and Conditions and any amendments thereto.

(b) Whenever the Board exercises its discretion pursuant to the Rules, the exercise of that discretion shall be in the sole and absolute discretion of the Board and each decision shall be conclusive, final and binding upon Participants.

(c) The Plan shall not form part of any contract between a Group Company and any Participant and shall not confer directly or indirectly on any Participant any legal or equitable rights whatsoever against a Group Company (other than the rights conferred upon the Participant under the Plan).

(d) A Participant has no legal or equitable interest in a Share by virtue of acquiring a Performance Right. A Participant's rights under the Plan are purely personal and contractual.

(e) This Plan:

(i) does not confer on any Participant the right to continue as an employee or officer of the Company or any Related Body Corporate of the Company;

(ii) is separate to, and does not amend the terms of, employment of a Participant;

(iii) does not affect any rights which the Company, or any Related Body Corporate of the Company, may have to terminate the employment or office of a Participant; and

(iv) may not be used to increase damages in any action brought against the Company, or any Related Body Corporate of the Company, in respect of the termination of a Participant.

10. Termination, Suspension and Amendment

10.1 Termination, Suspension and Amendment

The Board may terminate, suspend or amend the Plan at any time subject to any resolution of the Company required by the Listing Rules.

10.2 Notice of amendment

As soon as reasonably practicable after suspending, terminating or amending the Plan the Board will give notice in writing of that occurrence to any Participant affected thereby.

11. Provision of Information

The Board will advise each Participant of the following minimum information regarding Performance Rights:

(a) the number of Performance Rights being offered;

(b) the Expiry Date;

(c) the Performance Conditions and milestone dates;

(d) any other relevant conditions to be attached to the Performance Rights or the Performance Right Shares; and

(e) any other information required under any applicable law or regulations.

12. General Provisions

(a) Whenever the number or type of securities issuable upon exercise of a Performance Right is adjusted pursuant to these Rules, the Company shall give notice of the adjustment to the Participant and the ASX, as required, together with calculations on which the adjustment is based.

(b) Any notice to be given by the Company to the Participant shall be taken to have been given if served personally on the Participant or left at his or her last known place of residence.

13. Governing Law

(a) The Rules, the Terms and Conditions and the rights and obligations of Participants shall be governed by and construed in accordance with the laws for the time being in force in the State of Western Australia.

(b) Each Participant irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Western Australia.