Papua New Guinea's National Stock Exchange

Listing Rules Appendices

~~3 July~~18 September 2023

Table of Contents

Appendix 1A - Application for quotation as a Domestic Issuer 3
Appendix 1B - Application for Foreign Issuer 6
Appendix 1C - Application for Exempt Issuer 9
Appendix 1D - Application for Debt Issuer ..... 13~~12~~
Appendix 1E – Statutory Declaration by new directors ..... 16~~15~~
Appendix 2A - Application for quotation of a new class of securities ..... 21~~20~~
Appendix 2B – Notification of change to the number of securities on issue. ..... 23~~22~~
Appendix 2C - Application for quotation of a new class of debt securities 1
Appendix 5A – Quarterly Cashflow Report 5
Appendix 5B – Half Yearly Report 11
Appendix 5C – Full Year Report 14
Appendix 6A - Daily share buy-back notice 17
Appendix 6B - Final share buy-back notice 18
Appendix 6C – Timetables for Record Dates 19
Appendix 6D – Information regarding pro rata issues 21
Appendix 10A – Initial Notice of Director's or CEO's Interests 24
Appendix 10B – Notice of Change In Director's or CEO's Interests 26
Appendix 10C – Final Notice of Director's or CEO's Interests 29
Appendix 12A – Timetables for Dividends, New Issues and Reorganisations 31
Dividends 32
Interest payments on quoted debt securities 33
Calls and instalments 34
Conversion or expiry of convertible securities 36
Bonus issues 38
Pro rata issues (non renounceable) 40
Pro rata issues (renounceable) 42
Security purchase plans 45
Other offers of securities to existing security holders 46
Reorganisation of capital – no court approval 47
Reorganisation of capital – court approval 51
Appendix 13A – Restricted Securities Matrix 54
Appendix 13B – Restricted Securities Agreement 57

© Copyright PNGX Markets Limited 2023. All rights reserved 2023.

Appendix 1A - Application for quotation as a Domestic Issuer

NOTES

Note 1: All issuer's seeking +quotation of +securities and their admission to the +official list as a Domestic Issuer must also provide to PNGX the information and documents referred to in Procedure 1.3.1 and Appendix 1E.

Listing Agreement

We

_____ (name of issuer)

_____ (company number)

of

_____ (address)

apply for +quotation of the following +securities and their admission to the +official list of PNGX Markets Limited (PNGX) as a Domestic Issuer:

Class	Estimated maximum number of +securities to be quoted on PNGX at the commencement of quotation on PNGX

We acknowledge and agree:

1. The listing rules are to be interpreted:
    a) in accordance with their spirit, intention and purpose;
    b) by looking beyond form to substance; and
    c) in a way that best promotes the principles on which the listing rules are based;
2. We will comply with the listing rules that are in force from time to time, even if +quotation of our +securities is deferred, suspended or subject to a +trading halt;
3. Quotation of our +securities and their admission to the +official list and our classification as a Domestic Issuer is in PNGX's absolute discretion. PNGX may agree to +quote our +securities on any conditions it decides;
4. PNGX may at any time vary or revoke a decision on our application or of its own accord;
5. A change in the category of our admission is in PNGX's absolute discretion. The absolute discretion of PNGX is not limited;
6. PNGX is entitled to immediately suspend +quotation of, or end +quotation of, our +securities if we break this agreement or the listing rules;
7. The suspension of, or ending of, +quotation of our +securities is in PNGX's absolute discretion. The absolute discretion of PNGX is not limited;
8. We will indemnify PNGX to the fullest extent permitted by law in respect of any claim, action or expense arising from, or connected with, any breach of the warranties in this agreement;
9. PNGX may waive a listing rule (except one that specifies that PNGX will not waive it) either on our application or of its own accord on any conditions;
10. PNGX has discretion to take no action in response to a breach of a listing rule. PNGX taking no action does not constitute a waiver of a Listing Rule;
11. A document given to PNGX by us, or on our behalf, becomes and remains the property of PNGX to deal with as it wishes, including copying, storing in a retrieval system, transmitting to the public, and publishing any part of the document and permitting others to do so. The documents include a document given to PNGX in support of the listing application or in compliance with the listing rules;
12. We give PNGX the information and documents required by this form and the Listing Rules. If any information or document is not available now, we will give it to PNGX before +quotation of the +securities begins. We acknowledge that PNGX is relying on the information and documents;
13. Documents may be given to PNGX and authenticated electronically;

14. This agreement is given to PNGX and becomes PNGX's property and will be made public. PNGX may also make supporting information and documents public. This may occur prior to and +quotation of our +securities. Publication by PNGX of the agreement, and any supporting information or document, does not mean that our +securities will be quoted; and
15. In any proceedings, a copy or extract of any document or information given to PNGX is of equal validity in evidence as the original.

We consent to:

1. PNGX disclosing to any third party (including, without limitation, any credit reference checking organisation, regulatory authority, financial market or clearing and settlement facility) any information in respect of us and each of our directors from time to time, for the purpose of PNGX's assessment of this application and of our ongoing compliance with the Listing Rules
2. any third party (including, without limitation, any credit reference checking organisation, regulatory authority, financial market or clearing and settlement facility) disclosing to PNGX any information in respect of us and each of our directors from time to time, for the purpose of PNGX's assessment of this application and of our ongoing compliance with the Listing Rules.

We warrant the following to PNGX:

1. The information and documents given by us, or on our behalf, to PNGX is (or will be) true and complete. If we become aware that any information given by or on behalf of us to PNGX was incomplete, inaccurate or misleading, we will notify PNGX and provide complete and accurate information promptly and without delay;
2. The issue of the +securities to be quoted complies with the laws of Papua New Guinea and is not for an illegal purpose; and
3. The +securities to be quoted comply with the Listing Rules and there is no reason why the +securities should not be granted +quotation.

Executed as a deed:

_____ Signature of director

_____ Signature of director or company secretary

Dated: _____

You must complete, date and sign this agreement so that it takes effect as a deed. The common seal of the company must be added in the presence of a director and a director/company secretary. If the issuer is a PNG trust, the common seal of the trustee must be added the presence of a director and a director/company secretary of the trustee. If this agreement is signed under a power of attorney, please attach a copy of the power of attorney.

Appendix 1B - Application for Foreign Issuer

NOTES

Note 1: All issuer's seeking +quotation of +securities and their admission to the +official list as a Foreign Issuer must also provide to PNGX the information and documents referred to in Procedure 1.5.1 and Appendix 1E.

Listing Agreement

We

_____ (name of issuer)

_____ (company number)

of

_____ (address)

and incorporated in

_____ (country of incorporation)

apply for +quotation of the following +securities and their admission to the +official list of PNGX Markets Limited (PNGX) as a Foreign Issuer:

Class	Estimated maximum number of +securities to be quoted on PNGX at the commencement of quotation on PNGX

We acknowledge and agree:

1. The listing rules are to be interpreted:
    a) in accordance with their spirit, intention and purpose;
    b) by looking beyond form to substance; and
    c) in a way that best promotes the principles on which the listing rules are based;
2. We will comply with the listing rules that are in force from time to time, even if +quotation of our +securities is deferred, suspended or subject to a +trading halt;
3. Quotation of our +securities and their admission to the +official list and our classification as a Foreign Issuer is in PNGX's absolute discretion. PNGX may agree to +quote our +securities on any conditions it decides;
4. PNGX may at any time vary or revoke a decision on our application or of its own accord;
5. A change in the category of our admission is in PNGX's absolute discretion. The absolute discretion of PNGX is not limited;
6. PNGX is entitled to immediately suspend +quotation of, or end +quotation of, our +securities if we break this agreement or the listing rules;
7. The suspension of, or ending of, +quotation of our +securities is in PNGX's absolute discretion. The absolute discretion of PNGX is not limited;
8. We will indemnify PNGX to the fullest extent permitted by law in respect of any claim, action or expense arising from, or connected with, any breach of the warranties in this agreement;
9. PNGX may waive a listing rule (except one that specifies that PNGX will not waive it) either on our application or of its own accord on any conditions;
10. PNGX has discretion to take no action in response to a breach of a listing rule. PNGX taking no action does not constitute a waiver of a Listing Rule;
11. A document given to PNGX by us, or on our behalf, becomes and remains the property of PNGX to deal with as it wishes, including copying, storing in a retrieval system, transmitting to the public, and

publishing any part of the document and permitting others to do so. The documents include a document given to PNGX in support of the listing application or in compliance with the listing rules;

12. We give PNGX the information and documents required by this form and the Listing Rules. If any information or document is not available now, we will give it to PNGX before +quotation of the +securities begins. We acknowledge that PNGX is relying on the information and documents;
13. Documents may be given to PNGX and authenticated electronically;
14. This agreement is given to PNGX and becomes PNGX's property and will be made public. PNGX may also make supporting information and documents public. This may occur prior to and +quotation of our +securities. Publication by PNGX of the agreement, and any supporting information or document, does not mean that our +securities will be quoted; and
15. In any proceedings, a copy or extract of any document or information given to PNGX is of equal validity in evidence as the original.

We consent to:

1. PNGX disclosing to any third party (including, without limitation, any credit reference checking organisation, regulatory authority, financial market or clearing and settlement facility) any information in respect of us and each of our directors from time to time, for the purpose of PNGX's assessment of this application and of our ongoing compliance with the Listing Rules
2. any third party (including, without limitation, any credit reference checking organisation, regulatory authority, financial market or clearing and settlement facility) disclosing to PNGX any information in respect of us and each of our directors from time to time, for the purpose of PNGX's assessment of this application and of our ongoing compliance with the Listing Rules.

We warrant the following to PNGX:

1. The information and documents given by us, or on our behalf, to PNGX is (or will be) true and complete. If we become aware that any information given by or on behalf of us to PNGX was incomplete, inaccurate or misleading, we will notify PNGX and provide complete and accurate information promptly and without delay;
2. The issue of the +securities to be quoted complies with the laws of our country of incorporation and is not for an illegal purpose; and
3. The +securities to be quoted comply with the Listing Rules and there is no reason why the +securities should not be granted +quotation.

Executed as a deed:

_____ Signature ~~of director~~

_____ Signature ~~of director or company secretary~~

Dated: _____

You must complete, date and sign this agreement so that it takes effect as a deed. ~~The common seal of the company must be added in the presence of a director and a director/company secretary. If the issuer is a trust, the common seal of the trustee must be added the presence of a director and a director/company secretary of the trustee.~~ The deed must be executed in accordance with the laws of the country of incorporation. If the issuer is a trust, the deed must be executed by the trustee in accordance with the laws of the country of incorporation. If this agreement is signed under a power of attorney, please attach a copy of the power of attorney.

Appendix 1C - Application for Exempt Issuer

NOTES

Note 1: All issuer's seeking +quotation of +securities and their admission to the +official list as an Exempt Issuer must also provide to PNGX the information and documents referred to in Procedure 1.7.1.

Listing Agreement

We

_____ (name of issuer)

_____ (company number)

of

_____ (address)

and incorporated in

_____ (country of incorporation)

and listed on the following stock exchange, which is our +overseas home exchange

_____ (overseas home exchange)

apply for +quotation of the following +securities and their admission to the +official list of PNGX Markets Limited (PNGX) as an Exempt Issuer:

Class	Estimated maximum number of +securities to be quoted on PNGX at the commencement of quotation on PNGX

We acknowledge and agree:

1. The listing rules are to be interpreted:
    a) in accordance with their spirit, intention and purpose;
    b) by looking beyond form to substance; and
    c) in a way that best promotes the principles on which the listing rules are based;
2. We will comply with the listing rules that are in force from time to time, even if +quotation of our +securities is deferred, suspended or subject to a +trading halt;
3. Quotation of our +securities and their admission to the +official list and our classification as an Exempt Issuer is in PNGX's absolute discretion. PNGX may agree to +quote our +securities on any conditions it decides;
4. PNGX may at any time vary or revoke a decision on our application or of its own accord;
5. A change in the category of our admission is in PNGX's absolute discretion. The absolute discretion of PNGX is not limited;
6. PNGX is entitled to immediately suspend +quotation of, or end +quotation of, our +securities if we break this agreement or the listing rules;
7. The suspension of, or ending of, +quotation of our +securities is in PNGX's absolute discretion. The absolute discretion of PNGX is not limited;
8. We will indemnify PNGX to the fullest extent permitted by law in respect of any claim, action or expense arising from, or connected with, any breach of the warranties in this agreement;

9. PNGX may waive a listing rule (except one that specifies that PNGX will not waive it) either on our application or of its own accord on any conditions;
10. PNGX has discretion to take no action in response to a breach of a listing rule. PNGX taking no action does not constitute a waiver of a Listing Rule;
11. A document given to PNGX by us, or on our behalf, becomes and remains the property of PNGX to deal with as it wishes, including copying, storing in a retrieval system, transmitting to the public, and publishing any part of the document and permitting others to do so. The documents include a document given to PNGX in support of the listing application or in compliance with the listing rules;
12. We give PNGX the information and documents required by this form and the Listing Rules. If any information or document is not available now, we will give it to PNGX before +quotation of the +securities begins. We acknowledge that PNGX is relying on the information and documents;
13. Documents may be given to PNGX and authenticated electronically;
14. This agreement is given to PNGX and becomes PNGX's property and will be made public. PNGX may also make supporting information and documents public. This may occur prior to and +quotation of our +securities. Publication by PNGX of the agreement, and any supporting information or document, does not mean that our +securities will be quoted; and
15. In any proceedings, a copy or extract of any document or information given to PNGX is of equal validity in evidence as the original.

We consent to:

1. PNGX disclosing to any third party (including, without limitation, any credit reference checking organisation, regulatory authority, financial market or clearing and settlement facility) any information in respect of us and each of our directors from time to time, for the purpose of PNGX's assessment of this application and of our ongoing compliance with the Listing Rules
2. any third party (including, without limitation, any credit reference checking organisation, regulatory authority, financial market or clearing and settlement facility) disclosing to PNGX any information in respect of us and each of our directors from time to time, for the purpose of PNGX's assessment of this application and of our ongoing compliance with the Listing Rules.

We warrant the following to PNGX:

1. The information and documents given by us, or on our behalf, to PNGX is (or will be) true and complete. If we become aware that any information given by or on behalf of us to PNGX was incomplete, inaccurate or misleading, we will notify PNGX and provide complete and accurate information promptly and without delay;
2. The issue of the +securities to be quoted complies with the laws of our country of incorporation and is not for an illegal purpose; and
3. The +securities to be quoted comply with the Listing Rules and there is no reason why the +securities should not be granted +quotation.

Executed as a deed:

_____ Signature ~~of director~~

_____ Signature ~~of director or company secretary~~

Dated: _____

You must complete, date and sign this agreement so that it takes effect as a deed. The deed must be executed in accordance with the laws of the country of incorporation. If the issuer is a trust, the deed must be executed by the trustee in accordance with the laws of the country of incorporation. ~~The common seal of the company must be added in the presence of a director and a director/company secretary. If the issuer is a trust, the common seal of the trustee must be added the presence of a director and a director/company secretary of the trustee.~~ If this agreement is signed under a power of attorney, please attach a copy of the power of attorney.

Appendix 1D - Application for Debt Issuer

NOTES

Note 1: All issuer's seeking +quotation of +securities and their admission to the +official list as a Debt Issuer must also provide to PNGX the information and documents referred to in Procedure 1.9.1.

Listing Agreement

We

_____ (name of issuer)

_____ (company number)

of

_____ (address)

apply for admission to the +official list of PNGX Markets Limited (PNGX) as a Debt Issuer and for +quotation of +securities.

We acknowledge and agree:

1. The listing rules are to be interpreted:
    a) in accordance with their spirit, intention and purpose;
    b) by looking beyond form to substance; and
    c) in a way that best promotes the principles on which the listing rules are based;
2. We will comply with the listing rules that are in force from time to time, even if +quotation of our +securities is deferred, suspended or subject to a +trading halt;
3. Our admission to the +official list and classification as a Debt Issuer is in PNGX's absolute discretion. PNGX may admit us on any conditions it decides;
4. PNGX may at any time vary or revoke a decision on our application or of its own accord;
5. Our removal from the +official list or a change in the category of our admission is in PNGX's absolute discretion. The absolute discretion of PNGX is not limited;
6. PNGX is entitled to immediately remove us from the +official list if we break this agreement or the Listing Rules;
7. We do not seek +quotation of +equity securities. Should we wish to seek +quotation of +equity securities at any future time we acknowledge we must re-apply as a Domestic Issuer;
8. +Quotation of our +securities is in PNGX's absolute discretion. PNGX may quote our +securities on any conditions it decides;
9. PNGX is entitled to immediately suspend +quotation of, or end +quotation of, our +securities if we break this agreement or the listing rules;
10. The suspension of, or ending of, +quotation of our +securities is in PNGX's absolute discretion. The absolute discretion of PNGX is not limited;
11. We will indemnify PNGX to the fullest extent permitted by law in respect of any claim, action or expense arising from, or connected with, any breach of the warranties in this agreement;
12. PNGX may waive a listing rule (except one that specifies that PNGX will not waive it) either on our application or of its own accord on any conditions;
13. PNGX has discretion to take no action in response to a breach of a listing rule. PNGX taking no action does not constitute a waiver of a listing rule;
14. A document given to PNGX by us, or on our behalf, becomes and remains the property of PNGX to deal with as it wishes, including copying, storing in a retrieval system, transmitting to the public, and publishing any part of the document and permitting others to do so. The documents include a document given to PNGX in support of the listing application or in compliance with the listing rules;
15. We give PNGX the information and documents required by this form and the Listing Rules. If any information or document is not available now, we will give it to PNGX before +quotation of the +securities begins. We acknowledge that PNGX is relying on the information and documents;
16. Documents may be given to PNGX and authenticated electronically;
17. This agreement is given to PNGX and becomes PNGX's property and will be made public. PNGX may also make supporting information and documents public. This may occur prior to our admission to the +official list and +quotation of our +securities. Publication by PNGX of the agreement, and any supporting information or document, does not mean that we will be admitted to the +official list or that our +securities will be quoted; and
18. In any proceedings, a copy or extract of any document or information given to PNGX is of equal validity in evidence as the original.

We consent to any third party (including, without limitation, any regulatory authority, financial market or clearing and settlement facility) disclosing any information in respect of us and each of our directors from time to time, to PNGX for the purpose of PNGX's assessment of this application and of our ongoing compliance with the listing rules.

We warrant the following to PNGX:

1. The information and documents given by us, or on our behalf, to PNGX is (or will be) true and complete. If we become aware that any information given by or on behalf of us to PNGX was incomplete, inaccurate or misleading, we will notify PNGX and provide complete and accurate information promptly and without delay;
2. The issue of the +securities to be quoted complies with the laws of Papua New Guinea and is not for an illegal purpose; and
3. The +securities to be quoted comply with the Listing Rules and there is no reason why the +securities should not be granted +quotation.

Executed as a deed:

_____ Signature of director

_____ Signature of director or company secretary

Dated: _____

You must complete, date and sign this agreement so that it takes effect as a deed. The common seal of the company must be added in the presence of a director and a director/company secretary. If the issuer is a PNG trust, the common seal of the trustee must be added the presence of a director and a director/company secretary of the trustee. If this agreement is signed under a power of attorney, please attach a copy of the power of attorney.

Appendix 1E – Statutory Declaration by new directors

Note 1: Every person required to lodge this Appendix 1E with PNGX must complete Part 1 and Part 2.

Note 2: Please answer all questions, and if a question is answerable in the negative, please answer "No". Please make your answers as specific as possible. Do not leave any section blank.

Note 3: If insufficient space is provided for completion of any question, additional information may be entered on a separate sheet of paper which is signed and attached.

Note 4: A reference to "company" includes any body corporate or corporation wherever incorporated or otherwise established,

Note 5: Every person required to lodge this Appendix 1E must execute the declaration in Part 1 as a statutory declaration.

Note 6: Unless the context otherwise requires, questions included in this Appendix 1E are intended to apply to acts done or matters occurring anywhere, whether in or outside PNG, and should not be construed to have any territorial limit.

Note 7: The failure of any person required to lodge this Appendix 1E to complete Part 1 truthfully, completely and accurately, or the failure to execute Part 2 or to observe any of the undertakings made under that Part, constitutes a breach of the Listing Rules by the issuer. This application must be accompanied by a Statutory Declaration in Part 1, made up to a date not earlier than 14 days before the date of appointment as a Director.

Note 8: The declaration is required to be made in accordance with the law of the place where the declaration is executed.

Note 9: Where a company of which you are a director has securities quoted on PNGX, the name of any subsidiary company of which you are also a director need not be stated.

Note 10: Terms marked + are as defined in the Listing Rules

Note 11: If you have any doubt as to how any part of this Appendix should be executed, you should consult your solicitor or legal advisers.

Part 1 - Declaration

Name of issuer with +securities +quoted on PNGX to which this Declaration relates		
1	Personal Details:-	
	(a) present surname and any former surname(s)	
	(b) alias, if any	
	(c) present forename(s) and any former forename(s)	
	(d) date of birth	
	(e) nationality and any former nationality	
	(f) professional qualifications	
2	Are you a current director of any other company?	
	If so, state the name of each such company, its place of incorporation, the nature of its business and the date of commencement of your directorship in such company.	
3	The names of all your +related parties	
4	Have you at any time been adjudged bankrupt or insolvent?	
	If so, state the Court by which you were adjudged bankrupt or insolvent and, if discharged, the date and conditions on which you were granted your discharge.	
5	Have you at any time been a party to a deed of arrangement or entered into any other form of arrangement or composition with your creditors?	
	If so, give full particulars.	
6	Are there any unsatisfied judgments or court orders of continuing effect against you?	
	If so, give full particulars.	
7	Has any company been dissolved or put into liquidation (otherwise than by a members' voluntary winding up when the company was solvent) or bankruptcy or been the object of an analogous proceeding, or entered into any form of arrangement or composition with creditors, or had a receiver, trustee or similar officer appointed over it during the period when you were one of its directors or within 12 months after your ceasing to act as one of its directors?	
	If so, give full particulars, including the name of the company, its place of incorporation or establishment, the nature of its business, the nature of the proceeding involved, the date of commencement of the proceeding, and the amounts involved together with an indication of the outcome or current position of the proceeding.	
8	Have you been convicted of any offence:- (a) involving fraud, dishonesty or corruption;	

	(b) under the Companies Act, or any comparable legislation of other jurisdictions; or (c) in respect of which you have, within the past 10 years, been sentenced as an adult to a period of imprisonment of six months or more, including suspended or commuted sentences?	
	If so, give full particulars, including details of (i) each such offence, (ii) the court by which you were convicted, (iii) the date of conviction, and (iv) the penalty imposed.	
9	(a) Have you been identified as an insider dealer pursuant to the Companies Act or Capital Market Act? (b) Has any company with which you were or are connected or any company for which you act or have acted as an officer been identified as an insider dealer pursuant to the Companies Act or Capital Market Act at any time during the period when you were connected and/or acted as an officer? (c) Have you been found guilty of or been involved in insider dealing, or been held by any Court or competent authority to be in breach of any securities or financial markets laws, rules or regulations including any rules and regulations of any securities regulatory authority, stock exchange or futures exchange at any time? (d) Has any company in which you were or are a controlling shareholder or were or are a director or officer been found guilty of or been involved in insider dealing, or been held by any Court or competent authority to be in breach of any securities or financial markets laws, rules or regulations including any rules and regulations of any securities regulatory authority, or financial market at any time during the period when you were a controlling shareholder, director or officer?	
	If so, give full particulars.	
10	Have you, in connection with the formation or management of any company, partnership or unincorporated institution, been adjudged by a Court or arbitral body civilly liable for any fraud, breach of duty or other misconduct by you towards such company, partnership or unincorporated institution or towards any of its members or partners?	
	If so, give full particulars.	
11	Has any company of which you were or are a director had its business registration or licence revoked at any time during the period when you were a director of the company?	
	If so, give full particulars, including the date upon which such registration or licence was revoked, the reasons for the revocation, the outcome and current position.	

12	Have you ever been disqualified from holding, or deemed unfit to hold, the position of director of a company, or from being involved in the management or conduct of the affairs of any company, pursuant to any applicable law, rule or regulation or by any competent authority?	
	If so, give full particulars.	
13	Have you ever been refused admission to membership of any professional body or been censured or disciplined by any such body to which you belong or belonged or been disqualified from membership in any such body or have you ever held a practicing certificate or any other form of professional certificate or licence subject to special conditions?	
	If so, give full particulars.	
14	Are you currently subject to (a) any investigation, hearing or proceeding brought or instituted by any securities regulatory authority or any other securities regulatory commission or panel, or (b) any judicial proceeding in which violation of any securities law, rule or regulation is or was alleged?	
15	Are you a defendant in any current criminal proceeding involving an offence which may be material to an evaluation of your character or integrity to be a director of the listed issuer?	
	If so, give full particulars.	
16	Are being appointed as an independent non-executive director of the issuer?	
	If so, do you have any past or present financial or other interest in the business of the issuer or its subsidiaries or any connection with any +related party of the issuer?	
17	Other than the information, which you have disclosed pursuant to the foregoing questions, are you aware of any matter the non-disclosure of which may affect the truthfulness, completeness or accuracy of your response to any of the foregoing questions?	
	If so, give full particulars.	

Statutory Declaration

I , ……, solemnly and sincerely declare that the foregoing answers are true, complete and accurate, that I have not made any statements or omissions which would render such answers untrue or misleading, that I understand the possible consequences of making a false declaration, and that I understand that PNGX and investors may rely upon the foregoing answers in assessing my suitability to act as a director of the issuer.

[include appropriate declaration]

Signature (director): Date:

Name:

Part 2 - Undertaking

I, ……., undertake with PNGX Markets Limited that:-

(a) in the exercise of my powers and duties as a director of the issuer I shall use my best endeavours to procure that the issuer shall comply with the Listing Rules as in force from time to time;
(b) I shall, in the exercise of my powers and duties as a director of the issuer, comply to the best of my ability with the Companies Act and Capital Market Act from time to time in force in PNG;
(c) I shall use my best endeavours to procure that the issuer shall comply with the Companies Act and Capital Market Act from time to time in force in PNG;
(d) I shall, in the exercise of my powers and duties as a director of the issuer, act in the interests of all shareholders as a whole;
(e) I shall cooperate in any investigation conducted by PNGX, including answering promptly and openly any questions addressed to me, promptly producing the originals or copies of any relevant documents and attending before any meeting or hearing at which I am requested to appear;
(f) I hereby irrevocably appoint the issuer as my agent, for so long as I remain a director of the issuer, for receiving on my behalf any correspondence from and/or service of notices and other documents by PNGX;
(g) I shall provide to PNGX, immediately upon my resignation as a director of the issuer, my up-to-date contact information, including my address for correspondence from and service of notices and other documents by PNGX and telephone number; and
(h) I hereby give my authority to the Chairman, Deputy Chairman and Managing Director (or equivalent) of PNGX to disclose any of the foregoing particulars given by me to members of any PNGX compliance committee and, with the approval of the Chairman or a Deputy Chairman or Managing Director (or equivalent) of PNGX, to such other persons, as the Chairman, Deputy Chairman and Managing Director (or equivalent) may from time to time reasonably think fit for the purpose meeting PNGX's obligations pursuant to the Listing Rules or laws of PNG.

Signature (director): Date:

Name:

Appendix 2A - Application for quotation of a new class of securities

Quotation Agreement

We

_____ (name of issuer)

_____ (company number)

of

_____ (address)

apply for +quotation of the following +securities:

Class	Estimated maximum number of +securities to be quoted on PNGX at the commencement of quotation on PNGX
_____	_____
_____	_____
_____	_____

We warrant the following to PNGX:

1. The information and documents given by us, or on our behalf, to PNGX is (or will be) true and complete. If we become aware that any information given by or on behalf of us to PNGX was incomplete, inaccurate or misleading, we will notify PNGX and provide complete and accurate information promptly and without delay;
2. The issue of the +securities to be quoted complies with the laws of Papua New Guinea and is not for an illegal purpose; and
3. The +securities to be quoted comply with the Listing Rules and there is no reason why the +securities should not be granted +quotation.

Executed as a deed:

_____ Signature of director

_____ Signature of director or company secretary

Dated: _____

You must complete, date and sign this agreement so that it takes effect as a deed. The common seal of the company must be added in the presence of a director and a director/company secretary. If the issuer is a PNG trust, the common seal of the trustee must be added the presence of a director and a director/company secretary of the trustee. If this agreement is signed under a power of attorney, please attach a copy of the power of attorney.

Appendix 2B – Notification of change to the number of securities on issue.

Notification of change to the number of securities on issue.

We

_____ (name of issuer)

_____ (company number)

of

_____ (address)

advise PNGX of a change to the number of +securities on issue as follows:

Class	Date of change	Increase or Decrease	Number	Consideration per security	Reason for change

As a result of the abovementioned changes, the issuer now has the following +securities on issue

Class	Quoted or unquoted	Number on issue before change	Change	Number on issue after change

_____ Signature of director or company secretary

Dated: _____

Estimated capacity to issue securities without shareholder approval

$$(Annual\ New\ Issue\ Limit\ x\ Base\ Amount) - Limiting\ Issues$$

Base Date _____

		Number	Comments
Annual New Issue Limit	20% or the percentage approved by shareholders		

Exempt Issues	Exception 1	The issuer must have +working capital which is sufficient for projected normal operations for at least the first 12 months after initial +quotation of its +securities.		
	Exception 2	If the issuer's +prospectus does not contain a statement that the issuer will have enough +working capital at the time of its admission which is sufficient for projected normal operations for at least the first 12 months after initial +quotation of its +securities and to carry out its stated objectives, the issuer must give PNGX a statement to that effect from an independent expert.		
	Exception 3	The issuer must have +working capital which is sufficient for projected normal operations for at least the first 12 months after initial +quotation of its +securities.		
	Exception 4	If the issuer's +prospectus does not contain a statement that the issuer will have enough +working capital at the time of its admission which is sufficient for projected normal operations for at least the first 12 months after initial +quotation of its +securities and to carry out its stated objectives, the issuer must give PNGX a statement to that effect from an independent expert.		
	Exception 5	The issuer must have +working capital which is sufficient for projected normal operations for at least the first 12 months after initial +quotation of its +securities.		
	Exception 6	If the issuer's +prospectus does not contain a statement that the issuer will have enough +working capital at the time of its admission which is sufficient for projected normal operations for at least the first 12 months after initial +quotation of its		

	+securities and to carry out its stated objectives, the issuer must give PNGX a statement to that effect from an independent expert.		
Exception 7	The issuer must have +working capital which is sufficient for projected normal operations for at least the first 12 months after initial +quotation of its +securities.		
Exception 8	If the issuer's +prospectus does not contain a statement that the issuer will have enough +working capital at the time of its admission which is sufficient for projected normal operations for at least the first 12 months after initial +quotation of its +securities and to carry out its stated objectives, the issuer must give PNGX a statement to that effect from an independent expert.		
Exception 9	The issuer must have +working capital which is sufficient for projected normal operations for at least the first 12 months after initial +quotation of its +securities.		
Exception 10	If the issuer's +prospectus does not contain a statement that the issuer will have enough +working capital at the time of its admission which is sufficient for projected normal operations for at least the first 12 months after initial +quotation of its +securities and to carry out its stated objectives, the issuer must give PNGX a statement to that effect from an independent expert.		
Exception 11	The issuer must have +working capital which is sufficient for projected normal operations for at least the first 12 months after initial +quotation of its +securities.		
Exception 12	If the issuer's +prospectus does not contain a statement that the issuer will have enough +working capital at the time of its admission which is sufficient for projected normal operations for at least the first 12 months after initial +quotation of its +securities and to carry out its stated objectives, the issuer must give PNGX a statement to that effect from an independent expert.		
Exception 13	The issuer must have +working capital which is		

		sufficient for projected normal operations for at least the first 12 months after initial +quotation of its +securities.		
	Exception 14	If the issuer's +prospectus does not contain a statement that the issuer will have enough +working capital at the time of its admission which is sufficient for projected normal operations for at least the first 12 months after initial +quotation of its +securities and to carry out its stated objectives, the issuer must give PNGX a statement to that effect from an independent expert.		
	Exception 15	The issuer must have +working capital which is sufficient for projected normal operations for at least the first 12 months after initial +quotation of its +securities.		
Exempt Issues Amount		Total of Exceptions 1 to 15		

	A	the number of fully paid +ordinary securities on issue on the Base Date;		
	B	the number of fully paid +ordinary securities issued as an exempt issue in Rule 11.6 since the Base Date (Exempt Issues Amount);		
	C	the number of partly paid +ordinary securities that became fully paid since the Base Date,		
	D	the number of fully paid +ordinary securities issued with approval of holders of +ordinary securities under rule 5.1 or 5.5 since the Base Date;		
	E	the number of fully paid +ordinary securities cancelled since the Base Date.		
Base Amount		A+B+C+D-E		

Limiting Issues		the number of +equity securities issued or agreed to be issued since the Base Date that are not issued: (a) under rule 5.2; (b) under an exception in rule 11.6; (c) with approval of holders of +ordinary securities under rule 5.1 or 5.5	

Based upon the above, we estimate the issuer's capacity to issue further +ordinary securities without shareholder approval to be:

$(Annual\ New\ Issue\ Limit\ x\ Base\ Amount) - Limiting\ Issues$ = _____

Appendix 2C - Application for quotation of a new class of debt securities

Note 1: This form is required to be used by an issuer advising of a variation of the value of debt securities on issue pursuant to a debt program.

Note 2: You must complete, date and sign this agreement so that it takes effect as a deed. If the issuer is a PNG company, the common seal of the company must be added in the presence of the signatures of a director and a director/company secretary. If the issuer is a registered scheme, the common seal of the responsible issuer must be added in the presence of the signatures of a director and a director/company secretary of the responsible issuer. If the issuer is established outside PNG, execution will have to comply with requirements for a deed in the place of establishment of the issuer. If this agreement is signed under a power of attorney, please attach a copy of the power of attorney.

Application for a new class of debt securities

Name of issuer	Company Number

If the issuing issuer is a trustee, the issuer must also state that it is acting as trustee of a trust and the name of that trust.

We (the issuer named above) advise of a variation to the value of +debt securities granted +quotation set out in Schedule 1

We agree:

1. Continued +quotation of our +debt securities is in PNGX's absolute discretion. PNGX may grant our +debt securities + quotation on any conditions it decides. Our removal from the +official list, the suspension or ending of + quotation of our +debt securities, or a change in the category of our admission to the +official list is in PNGX's absolute discretion. PNGX is entitled immediately to suspend +quotation of our +debt securities or remove us from the +official list if we break this agreement, but the absolute discretion of PNGX is not limited.

2. We warrant the following to PNGX:
   - Any issuance of +debt securities referred to in this notice complies with the law and is not for an illegal purpose and there is no reason why the +debt securities should not be granted +quotation.
   - Any issuance of +debt securities referred to in this notice comply with the PNGX Listing Rules and there is no reason why the +debt securities should not be granted +quotation.
   - No person has any right to return any +securities to be granted + quotation under any law in any jurisdiction in which the +debt securities are offered or issued at the time that we request that the +debt securities be granted +quotation.
   - If we are a +registered scheme, we warrant that no person has any right to return any +securities to be granted +quotation under any law in any jurisdiction in which the +debt securities are offered or issued at the time that we request that the +debt securities be granted +quotation.

3. We will indemnify PNGX to the fullest extent permitted by law in respect of any claim, action or expense arising from, or connected with, any breach of the warranties in this agreement.

4. We will comply with the Listing Rules that are in force from time to time, even if +quotation of our +debt securities is deferred, suspended or subject to a +trading halt.

5. The Listing Rules are to be interpreted:
   - in accordance with their spirit, intention and purpose;
   - by looking beyond form to substance; and
   - in a way that best promotes the principles on which the debt market rules are based.

6. PNGX may waive a Listing Rule (except one that specifies that PNGX will not waive it) either on our application or of its own accord on any conditions. PNGX may at any time vary or revoke a decision on our application or of its own accord.

7. PNGX has discretion to take no action in response to a breach of a Listing Rule and we acknowledge that PNGX taking no action in response to a breach of a Listing Rule does not constitute a waiver of the Debt Market Rule.

8. A document given to PNGX by an issuer, or on its behalf, becomes and remains the property of PNGX to deal with as it wishes, including copying, storing in a retrieval system, transmitting to the public, and publishing any part of the document and permitting others to do so.

9. In any proceedings, a copy or extract of any document or information given to PNGX is of equal validity in evidence as the original.

Dated:

Executed as a deed:

[Include proper execution clause and signature(s)]

Schedule 1 – new Tranche

Program Name (if any)	Currency	Maximum Program Value	Program Maturity Date	Tranche Name (if any)	Tranche Value to be traded	Tranche Maturity Date	Coupon	Rank	Initial Coupon Accrual Date	Initial Coupon Date	Coupon Period	Minimum Transferrable Increments

Schedule 2 – matured Tranche

Program Name (if any)	Currency	Program Maturity Date	Tranche Name (if any)	Tranche Value matured	Tranche Maturity Date	Coupon	Rank

Schedule 3 –Program tranches on issue after this variation

Program Name (if any)	Currency	Maximum Program Value	Program Maturity Date	Tranche Name (if any)	Tranche Value	Tranche Maturity Date	Coupon	Rank
				Total Program Value on Issue				

Appendix 5A – Quarterly Cashflow Report

Notes

Note 1: The quarterly report provides a basis for informing the market how the issuer's activities have been financed for the past quarter and the effect on its cash position. An issuer that wishes to disclose additional information is encouraged to do so, in a note or notes included in or attached to this report.

Note 2: This quarterly report must be prepared in accordance with Accounting Standards which comply with the Listing Rules.

Note 3: Dividends received may be classified either as cash flows from operating activities or cash flows from investing activities, depending on the accounting policy of the issuer.

Quarterly Cashflow Report

Name of issuer

ABN	**Quarter ended ("current quarter")**
	Currency
	PGK

Consolidated statement of cash flows		**Current quarter $ '000**	**Year to date (…....months) $ '000**
1.	**Cash flows from operating activities**		
1.1	Receipts from customers		
1.2	Payments for		
	(a) exploration & evaluation (Mining exploration issuer and oil and gas exploration entities only)		
	(b) development (Mining exploration issuer and oil and gas exploration entities only)		
	(c) production (Mining exploration issuer and oil and gas exploration entities only)		
	(d) research and development		
	(e) product manufacturing and operating costs		
	(f) advertising and marketing		
	(g) leased assets		
	(h) staff costs		
	(i) administration and corporate costs		
1.3	Dividends received		
1.4	Interest received		
1.5	Interest and other costs of finance paid		
1.6	Income taxes paid		
1.7	Research and development refunds		
1.8	Other (provide details if material)		
1.9	**Net cash from / (used in) operating activities**		
2.	**Cash flows from investing activities**		
2.1	Payments to acquire:		
	(a) property, plant and equipment		
	(b) tenements (see item 10) (Mining exploration issuer and oil and gas exploration entities only)		
	(c) businesses (see item 11)		
	(d) investments		
	(e) other non-current assets		

2.2	Proceeds from the disposal of: (a) property, plant and equipment (b) tenements (see item 10) (Mining exploration issuer and oil and gas exploration entities only) (c) businesses (see item 11) (d) investments (e) other non-current assets		
2.3	Cash flows from loans to other entities		
2.4	Dividends received		
2.5	Other (provide details if material)		
2.6	**Net cash from / (used in) investing activities**		

3.	**Cash flows from financing activities**		
3.1	Proceeds from issues of shares		
3.2	Proceeds from issue of convertible notes		
3.3	Proceeds from exercise of share options		
3.4	Transaction costs related to issues of shares, convertible notes or options		
3.5	Proceeds from borrowings		
3.6	Repayment of borrowings		
3.7	Transaction costs related to loans and borrowings		
3.8	Dividends paid		
3.9	Other (provide details if material)		
3.10	**Net cash from / (used in) financing activities**		

4.	**Net increase / (decrease) in cash and cash equivalents for the period**		
4.1	Cash and cash equivalents at beginning of period		
4.2	Net cash from / (used in) operating activities (item 1.9 above)		
4.3	Net cash from / (used in) investing activities (item 2.6 above)		
4.4	Net cash from / (used in) financing activities (item 3.10 above)		
4.5	Effect of movement in exchange rates on cash held		
4.6	**Cash and cash equivalents at end of period**		

5.	**Reconciliation of cash and cash equivalents at the end of the quarter** (as shown in the consolidated statement of cash flows) to the related items in the accounts	**Current quarter $ ’000**	**Previous quarter $’000**

5.1	Bank balances		
5.2	Call deposits		
5.3	Bank overdrafts		
5.4	Other (provide details)		
5.5	**Cash and cash equivalents at end of quarter (should equal item 4.6 above)**		

6.	**Payments to directors of the issuer and their associates**	**Current quarter $ '000**
6.1	Aggregate amount of payments to these parties included in item 1.2	
6.2	Aggregate amount of cash flow from loans to these parties included in item 2.3	

6.3 Include below any explanation necessary to understand the transactions included in items 6.1 and 6.2

7.	**Payments to related parties of the issuer and their associates**	**Current quarter $ '000**
7.1	Aggregate amount of payments to these parties included in item 1.2	
7.2	Aggregate amount of cash flow from loans to these parties included in item 2.3	

7.3 Include below any explanation necessary to understand the transactions included in items 7.1 and 7.2

8.	**Financing facilities available** *Add notes as necessary for an understanding of the position*	**Total facility amount at quarter end $'000**	**Amount drawn at quarter end $'000**
8.1	Loan facilities		
8.2	Credit standby arrangements		
8.3	Other (please specify)		

8.4 Include below a description of each facility above, including the lender, interest rate and whether it is secured or unsecured. If any additional facilities have been entered into or are proposed to be entered into after quarter end, include details of those facilities as well.

9.	**Estimated cash outflows for next quarter**	**$'000**

9.1	Exploration & evaluation (Mining exploration issuer and oil and gas exploration entities only)	
9.2	Development (Mining exploration issuer and oil and gas exploration entities only)	
9.3	Production (Mining exploration issuer and oil and gas exploration entities only)	
9.4	Research and development	
9.5	Product manufacturing and operating costs	
9.6	Advertising and marketing	
9.7	Leased assets	
9.8	Staff costs	
9.9	Administration and corporate costs	
9.10	Other (provide details if material)	
9.11	**Total estimated cash outflows**	

10.	**Changes in tenements** (items 2.1(b) and 2.2(b) above)	**Tenement reference and location**	**Nature of interest**	**Interest at beginning of quarter**	**Interest at end of quarter**
10.1	Interests in mining tenements and petroleum tenements lapsed, relinquished or reduced				
10.2	Interests in mining tenements and petroleum tenements acquired or increased				

11.	**Acquisitions and disposals of business entities** (items 2.1(c) and 2.2(c) above)	**Acquisitions**	**Disposals**
11.1	Name of issuer		
11.2	Place of incorporation or registration		
11.3	Consideration for acquisition or disposal		
11.4	Total net assets		
11.5	Nature of business		

12.	**Payments for investor relations activities or promotional, advertising or marketing services activities**	**Current quarter $ '000**

12.1	Aggregate amount of payments included in item 1.2 to a +related party, or to any +person engaged related to investor relations activities	
12.2	Aggregate amount of payments included in item 1.2 to a +related party, or to any +person engaged related to promotional, advertising or marketing services activities	

12.3 Include below any explanation necessary to understand the transactions included in items 12.1 and 12.2

13. Reimbursements to related parties	**Current quarter $ '000**
13.1 Aggregate amount of payments included in item 1.2 to a +related party for reimbursement of i. reasonable expenses for office supplies, office rent and related utilities; ii. reasonable expenses for equipment leases; iii. legal services; and iv. accounting services	
13.2 Aggregate amount of payments included in item 1.2 to a +related party for reimbursement of for reasonable out-of-pocket expenses incurred in pursuing the completion of a +major transaction.	

13.3 Include below any explanation necessary to understand the transactions included in items 13.1 and 13.2

Compliance statement

1 This statement has been prepared in accordance with accounting standards and policies which comply with the Listing Rules.

2 This statement gives a true and fair view of the matters disclosed.

Sign here: ..... Date: .....
(Director/Company secretary)

Print name: .....

Appendix 5B – Half Yearly Report

Notes

Note 1: The information required by item 2 must be placed at the beginning of the report. The other information may be presented in whatever way is the most clear and helpful to users, (eg combined with the body of the report, combined with notes to the accounts, or set out separately).

Note 2: If the +accounts contain an independent audit report or review, the audit report or review must be provided as part of the report.

Half Yearly Report

The following information must be given to PNGX marked **"Results for announcement to the market"**.

1. Details of the reporting period and the previous corresponding period.

2. The following key information:

   2.1 The amount and percentage change up or down from the previous corresponding period of revenue from ordinary activities.

   2.2 The amount and percentage change up or down from the previous corresponding period of profit (loss) from ordinary activities after tax attributable to members.

   2.3 The amount and percentage change up or down from the previous corresponding period of net profit (loss) for the period attributable to members.

   2.4 The amount per security and franked amount per security of final and interim dividends or a statement that it is not proposed to pay dividends.

   2.5 The record date for determining entitlements to the dividends (if any).

   2.6 A brief explanation of any of the figures in 2.1 to 2.4 necessary to enable the figures to be understood.

3. A statement of comprehensive income prepared in compliance with the relevant accounting standards applicable to Presentation of Financial Statements or the equivalent foreign accounting standard and an explanation necessary to enable the figures to be understood.

4. A statement of financial position. The statement of financial position may be condensed but must report as line items each significant class of asset, liability, and equity element with appropriate sub-totals and an explanation necessary to enable the figures to be understood.

5. A statement of cash flows. The statement of cash flows may be condensed but must report as line items each significant form of cash flow and comply with the disclosure requirements of the relevant Accounting Standard applicable to Statement of Cash Flows, or for foreign entities, the equivalent foreign accounting standard and an explanation necessary to enable the figures to be understood.

6~~3~~. Net tangible assets per security with the comparative figure for the previous corresponding period.

7~~4~~. Details of entities over which control has been gained or lost during the period, including the following:

   ~~4~~7.1 Name of the issuer.

   7~~4~~.2 The date of the gain or loss of control.

   7~~4~~.3 Where material to an understanding of the report – the contribution of such entities to the reporting issuer's profit from ordinary activities during the period and the profit or loss of such entities during the whole of the previous corresponding period.

8~~5~~. Details of individual and total dividends or distributions and dividend or distribution payments. The details must include the date on which each dividend or distribution is payable, and (if known) the amount per security of foreign sourced dividend or distribution.

9~~6~~. Details of any dividend or distribution reinvestment plans in operation, the record date and the last date for the receipt of an election notice for participation in any dividend or distribution reinvestment plan.

10~~7~~. Details of associates and joint venture entities including the name of the associate or joint venture issuer and details of the reporting issuer's percentage holding in each of these entities and – where material to an understanding of the report – aggregate share of profits (losses) of these entities, details of contributions to net profit for each of these entities, and with comparative figures for each of these disclosures for the previous corresponding period.

118. A commentary on the results for the period. The commentary must be sufficient for the user to be able to compare the information presented with equivalent information for previous periods. The commentary must include any significant information needed by an investor to make an informed assessment of the issuer's activities and results, which would include but not be limited to discussion of the following:

811.1 The earnings per security and the nature of any dilution aspects.

118.2 Returns to shareholders including distributions and buy backs.

118.3 Significant features of operating performance.

118.4 The results of segments that are significant to an understanding of the business as a whole.

118.5 A discussion of trends in performance.

118.6 Any other factors which have affected the results in the period or which are likely to affect results in the future, including those where the effect could not be quantified.

129. For foreign entities, which set of accounting standards is used in compiling the report (e.g. International Financial Reporting Standards).

1013. For all entities:

1013.1 any change in accounting policies made during the accounting period;

1013.2 whether or not the +accounts have been subject of an independent audit report or review; and

1013.3 if the +accounts have been subject of an independent audit report or review that is subject to a modified opinion, emphasis of matter or other matter paragraph, a description of the modified opinion, emphasis of matter or other matter paragraph.

1114. The report must be signed on behalf of the board by two directors of the issuer.

Appendix 5C – Full Year Report

Notes

Note 1: The information required by item 2 must be placed at the beginning of the report. The other information may be presented in whatever way is the most clear and helpful to users, (eg combined with the body of the report, combined with notes to the accounts, or set out separately).

Note 2: If the +accounts contain an independent audit report or review, the audit report or review must be provided as part of the report.

Note 3: Statement of comprehensive income may be referred to as profit and loss statement in certain jurisdictions.

Note 4: Statement of financial position may be referred to as balance sheet in certain jurisdictions.

Full Year Report

The following information must be given to PNGX marked **"Results for announcement to the market"**.

1. Details of the reporting period and the previous corresponding period.

2. The following key information:

   2.1 The amount and percentage change up or down from the previous corresponding period of revenue from ordinary activities.

   2.2 The amount and percentage change up or down from the previous corresponding period of profit (loss) from ordinary activities after tax attributable to members.

   2.3 The amount and percentage change up or down from the previous corresponding period of net profit (loss) for the period attributable to members.

   2.4 The amount per security and franked amount per security of final and interim dividends or a statement that it is not proposed to pay dividends.

   2.5 The record date for determining entitlements to the dividends (if any).

   2.6 A brief explanation of any of the figures in 2.1 to 2.4 necessary to enable the figures to be understood.

3. A statement of comprehensive income together with notes to the statement, prepared in compliance with the relevant accounting standards applicable to Presentation of Financial Statements or the equivalent foreign accounting standard.

4. A statement of financial position together with notes to the statement. The statement of financial position may be condensed but must report as line items each significant class of asset, liability, and equity element with appropriate sub-totals.

5. A statement of cash flows together with notes to the statement. The statement of cash flows may be condensed but must report as line items each significant form of cash flow and comply with the disclosure requirements of the relevant Accounting Standard applicable to Statement of Cash Flows, or for foreign entities, the equivalent foreign accounting standard.

6. A statement of retained earnings, or a statement of changes in equity, showing movements.

7. Net tangible assets per security with the comparative figure for the previous corresponding period.

8. Details of entities over which control has been gained or lost during the period, including the following:

   8.1 Name of the issuer.

   8.2 The date of the gain or loss of control.

   8.3 Where material to an understanding of the report – the contribution of such entities to the reporting issuer's profit from ordinary activities during the period and the profit or loss of such entities during the whole of the previous corresponding period.

9. Details of individual and total dividends or distributions and dividend or distribution payments. The details must include the date on which each dividend or distribution is payable, and (if known) the amount per security of foreign sourced dividend or distribution.

10. Details of any dividend or distribution reinvestment plans in operation, the record date and the last date for the receipt of an election notice for participation in any dividend or distribution reinvestment plan.

11. Details of associates and joint venture entities including the name of the associate or joint venture issuer and details of the reporting issuer's percentage holding in each of these entities and – where material to an understanding of the report – aggregate share of profits (losses) of these entities,

details of contributions to net profit for each of these entities, and with comparative figures for each of these disclosures for the previous corresponding period.

12. A commentary on the results for the period. The commentary must be sufficient for the user to be able to compare the information presented with equivalent information for previous periods. The commentary must include any significant information needed by an investor to make an informed assessment of the issuer's activities and results, which would include but not be limited to discussion of the following:

    12.1 The earnings per security and the nature of any dilution aspects.

    12.2 Returns to shareholders including distributions and buy backs.

    12.3 Significant features of operating performance.

    12.4 The results of segments that are significant to an understanding of the business as a whole.

    12.5 A discussion of trends in performance.

    12.6 Any other factors which have affected the results in the period or which are likely to affect results in the future, including those where the effect could not be quantified.

13. For foreign entities, which set of accounting standards is used in compiling the report (e.g. International Financial Reporting Standards).

14. For all entities:

    14.1 any change in accounting policies made during the accounting period;

    14.2 whether or not the +accounts have been subject of an independent audit report or review; and

    14.3 if the +accounts have been subject of an independent audit report or review that is subject to a modified opinion, emphasis of matter or other matter paragraph, a description of the modified opinion, emphasis of matter or other matter paragraph.

15. The report must be signed on behalf of the board by two directors of the issuer.

Appendix 6A - Daily share buy-back notice

Name of issuer	Company Number

Information about buy-back

1	Type of buy-back	On-market
2	Date buy-back was announced	

Total of all shares bought back before, and on, previous day

		Before previous day	**Previous day**
3	Number of shares bought back		
4	Total consideration paid or payable for the shares		
5	If buy-back is an on-market buy-back	highest price paid: date: lowest price paid: date:	highest price paid: lowest price paid:

How many shares may still be bought back?

6	If the company has disclosed an intention to buy back a maximum number of shares – the remaining number of shares which may be bought back	

Compliance statement

1. The company is in compliance with all Companies Act requirements relevant to this buy-back.
2. There is no information that the listing rules require to be disclosed that has not already been disclosed, or is not contained in, or attached to, this form.

Sign here: ..... Date: .....
(Director/Company secretary)

Print name: .....

Appendix 6B - Final share buy-back notice

Name of issuer	Company Number

Description of buy-back

1	Type of buy-back	On-market

Details of all shares bought back

2	Number of shares bought back	
3	Total consideration paid or payable for the shares	
4	If buy-back is an on-market buy-back - highest and lowest price paid	highest price: date: lowest price: date:

Compliance statement

1. The company is in compliance with all Companies Act requirements relevant to this buy-back.

2. There is no information that the listing rules require to be disclosed that has not already been disclosed, or is not contained in, or attached to, this form.

Sign here: ..... Date: .....
(Director/Company secretary)

Print name: .....

Appendix 6C – Timetables for Record Dates

Notes

Note 1: The days indicated in the “Business day” column reflect completion of the event in the minimum (or maximum) time limit specified for that event.

Timetables for record dates

If PNGX agrees to quote an issuer's securities on a "cum" then "ex" basis after the issuer announces a +record date, the issuer must follow the time limits set out in this timetable when announcing the +record date.

The days indicated in the "Business day" column reflect completion of the event in the minimum (or maximum) time limit specified for that event.

Issuer Event	PNGX Event	Time Limits	Business day
Issuer announces +corporate action and +record date.	+Securities quoted on a "cum" basis, unless PNGX decides otherwise.		0
	Final day of "cum" trading		2
	Securities are quoted on an "ex" basis, unless PNGX decides otherwise, 2 business days before the record date.		3
+Record date to identify +security holders entitled to participate in the +corporate action.		At least 5 +business days after announcement of +record date	5

Appendix 6D – Information regarding pro rata issues

Notes

Note 1: The following information must be given to PNGX at least 5 business days prior to the record date.

Note 2: In the case of a bonus issue, fields numbered 1 – 7, 15 and 17 below require completion. The remaining fields should be marked “NA”.

Information regarding a pro rata issue

1	Is security holder approval required?	
2	Is the issue a bonus, renounceable or non-renounceable?	
3	Ratio in which the +securities will be offered	
4	+Class of +securities to which the offer relates	
5	+Record date to determine entitlements	
6	Will holdings on different registers (or subregisters) be aggregated for calculating entitlements?	
7	Policy for deciding entitlements in relation to fractions	
8	Names of countries in which the issuer has security holders who will not be sent new offer documents Include details of how entitlements in these countries are to be dealt with.	
9	Closing date for receipt of acceptances or renunciations	
10	Names of any underwriters	
11	Amount of any underwriting fee or commission	
12	Names of any brokers to the issue	
13	Fee or commission payable to the broker to the issue	
14	Amount of any handling fee payable to brokers who lodge acceptances or renunciations on behalf of security holders	
15	If the issue is contingent on security holders' approval, the date of the meeting	

16	Date entitlement and acceptance form and offer documents will be sent to persons entitled	
17	If the issuer has issued options, and the terms entitle option holders to participate on exercise, the date on which notices will be sent to option holders	
18	Date rights trading will begin (if applicable)	
19	Date rights trading will end (if applicable)	
20	How do security holders sell their entitlements in full through a broker?	
21	How do security holders sell part of their entitlements through a broker and accept for the balance?	

Appendix 10A – Initial Notice of Director's or CEO's Interests

Notice of Initial Director's or CEO's Interests

Name of issuer	
Company Number	

We (the issuer) give PNGX the following information under Listing Rule 3.19A.1 and as agent for the director.

Name of Director / CEO	
Date of appointment	

Part 1 - Relevant interests in securities of which the director/CEO is the registered holder

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

Class of securities	
Number of securities	

Part 2 – Relevant interests in securities of which the director/CEO is not the registered holder

Name of registered holder	
Nature of interest Note: Provide details of the circumstances giving rise to the relevant interest.	
Class of Securities	
Number of Securities	

Part 3 – Director's/CEO's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

Detail of contract	
Name of registered holder	
Nature of interest Note: Provide details of the circumstances giving rise to the relevant interest.	
Class of Securities	
Number of Securities	

Appendix 10B – Notice of Change In Director's or CEO's Interests

Notice of Change of Director's or CEO's Interests

Name of issuer	
Company Number	

We (the issuer) give PNGX the following information under Listing Rule 3.19A.1 and as agent for the director.

Name of Director / CEO	
Date of last notice	

Part 1 - Relevant interests in securities of which the director/CEO is the registered holder

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

Date of Change	
Class of securities	
Number of securities held prior to change	
Number of securities acquired	
Number of securities disposed	
Number of securities held after to change	
Consideration Note: If consideration is non-cash, provide details and estimated valuation	

Part 2 – Relevant interests in securities of which the director/CEO is not the registered holder

Name of registered holder	
Nature of interest Note: Provide details of the circumstances giving rise to the relevant interest.	
Date of Change	
Class of securities	
Number of securities held prior to change	
Number of securities acquired	
Number of securities disposed	
Number of securities held after to change	
Consideration Note: If consideration is non-cash, provide details and estimated valuation	
Nature of change Example: on-market trade, off-market trade, exercise of options, issue of securities under dividend reinvestment plan, participation in buy-back	

Part 3 – Director's/CEO's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

Detail of contract	
Name of registered holder	
Nature of interest Note: Provide details of the circumstances giving rise to the relevant interest.	
Date of Change	
Class of securities	
Number of securities held prior to change	
Number of securities acquired	
Number of securities disposed	
Number of securities held after to change	
Consideration Note: If consideration is non-cash, provide details and estimated valuation	
Nature of change Example: on-market trade, off-market trade, exercise of options, issue of securities under dividend reinvestment plan, participation in buy-back	

Appendix 10C – Final Notice of Director's or CEO's Interests

Notice of Final Director's or CEO's Interests

Name of issuer	
Company Number	

We (the issuer) give PNGX the following information under Listing Rule 3.19A.1 and as agent for the director.

Name of Director / CEO	
Date of last notice	
Date that Director / CEO ceased to be a director / CEO	

Part 1 - Relevant interests in securities of which the director/CEO is the registered holder

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

Class of securities	
Number of securities	

Part 2 – Relevant interests in securities of which the director/CEO is not the registered holder

Name of registered holder	
Nature of interest Note: Provide details of the circumstances giving rise to the relevant interest.	
Class of Securities	
Number of Securities	

Part 3 – Director's/CEO's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

Detail of contract	
Name of registered holder	
Nature of interest Note: Provide details of the circumstances giving rise to the relevant interest.	
Class of Securities	
Number of Securities	

Appendix 12A – Timetables for Dividends, New Issues and Reorganisations

The days indicated in the "+Business day" column reflect completion of the event in the minimum (or maximum) time limit specified for that event.

Note: In general, securities are quoted on an "ex" basis 1 business day before the record date.

Dividends

An issuer must follow the time limits set out in this timetable when paying a dividend.

The timetable does not apply to interest payments on quoted +debt securities and +convertible debt securities.

PNGX expects that the same election cut-off date applied by an issuer for a dividend reinvestment plan will normally be applied by the issuer for other elections relating to the same dividend, such as currency elections or elections under a bonus option plan (or similar) or a dividend charitable donation program, or that the issuer will make appropriate disclosure.

Issuer Event	**Market Event**	**Time Limits**	**+Business day**
Issuer announces dividend and +record date. Notification of the following must be given at the same time as the announcement: a) a bonus share plan or dividend reinvestment plan that operates on the dividend or distribution, including whether any discount is available under the plan b) the last election date for the dividend reinvestment plan c) the period over which the dividend reinvestment plan share price will be determined d) • whether there is any foreign conduit income attributed to the dividend.	+Securities quoted on a "cum" basis. Status note: CD tag on.		0
	Final day of "cum" trading		2
	"Ex" date securities are quoted on an "ex" basis. Status note: XD tag on		3
+Record date to identify security holders entitled to the dividend.		at least 5 +business days after announcement of +record date	5
Last date for elections under a +dividend plan.		at least 1 +business day after +record date	
Date of dividend payment.	Status note: XD tag off.	No later than 20 +business days after the +record date	
+Issue date. If a +dividend plan operates, issuer issues +securities.		No later than 10 +business days after the date of payment of dividend	

Interest payments on quoted debt securities

An issuer must follow the time limits set out in this timetable when paying interest payments on quoted debt securities.

An issuer must not change the +record date unless it gives PNGX at least 3 months notice.

Where the date of payment falls on a day on which banks are closed in PNG, the date of the payment must be the next day on which those banks are open.

Issuer Event	**Market Event**	**Time Limits**	**+Business day**
	"Ex" date +securities are quoted on an "ex" basis. Status note: XI tag on		0
+Record date to identify security holders entitled to the interest payment.			2
Date of interest payment.	Status note: XI tag off.	5 +business days after the +record date	7

Calls and instalments

An issuer must follow the time limits set out in this timetable when making a call or instalment on +quoted partly paid +securities.

"Issue" in this context denotes the process of changing holdings of partly paid securities on which the call (instalment) has been paid so that those securities are held under the new code applicable to securities on which the call (instalment) has been paid.

An issuer must give a notice of a change to the number of securities on issue (Appendix 2B) if the +securities will become fully paid.

Issuer Event	**Market Event**	**Time Limits**	**+Business day**
Issuer announces call (instalment) due date, and amount. The issuer must also +announce the last date on which the registry will accept transfers without call money attached, which must be 5 +business days before the call due date.		Before day 0	
Issuer gives draft documents to PNGX.		at least 5 +business days before sending	
Issuer sends notices to all holders on whom the call is made or from whom the instalment is due who are on the register when the call or instalment is announced ("first notice").		not more than 40 +business days before due date for payment and at least 30 +business days before the due date for payment	0
	The last day of partly paid "call unpaid" trading.	9 business days before the due date for payment.	21
	First day of "call paid" trading on a +deferred settlement basis. If partly paid +securities have become fully paid, the market in partly paid +securities ceases. Status note: CP tag on.	the next +business day after partly paid "call unpaid" trading ends	22
	Last day for settlement of partly paid "call unpaid" trades. Status note: CP tag removed	T+2	23
Last day for lodgement with the issuer for registration of partly paid without call (instalment) money attached.		5 +business days before the due date for payment	25

Issuer sends notices to new security holders and those holders whose holdings have changed since it sent first notices ("second notice").		at least 4 +business days before the due date for payment	26
Call (instalment) due and payable.			30
+Issue date. Last day to enter the call (instalment) paid on the +securities into the issuer's register.		no more than 5 +business days after the due date for payment	35
	Normal (T+2) trading begins on the next business day after the issue date		36
	Settlement date of on-market "Call Paid" trades conducted on a deferred settlement basis and the first settlement of trades conducted on a T+2 basis occurs.	2 business days after T+2 trading begins	38

A call notice must be sent to persons on whom a call is made or from whom an instalment is due (the 'first notice'). It must include each of the following.

(a) The name of the security holder.
(b) The number of +securities held.
(c) The amount of the call (instalment).
(d) The due date for payment.
(e) The consequences of non-payment.
(f) The last day for trading partly paid "call unpaid" +securities.
(g) The last day for the issuer's registry to accept transfers of partly paid "call unpaid" +securities.
(h) The latest available +market price of the +securities on which the call is being made (or instalment is due) before the date the first notice is sent.
(i) The highest and lowest +market price of the +securities on which the call is being made (or instalment is due) during the 3 months immediately before the first notice is issued, and the dates of those sales.
(j) The latest available +market price of the +securities on which the call is being made (or instalment is due) immediately before the issuer announced to PNGX that it intended to make a call (or the instalment was due).
(k) The information required by (h), (i) and (j) in respect of all quoted +securities that are (or would be if fully paid) in the same +class as the +securities the subject of the call, if the +securities the subject of the call, were fully paid.

A notice (the 'second notice') must be sent to new security holders, and those security holders whose holdings have changed since the first notice was sent. It must include any changes that have occurred in the information given in the first notice because of a change in the holding.

Conversion or expiry of convertible securities

An issuer must follow the time limits set out in this timetable in relation to any conversion date or expiry date for quoted +convertible securities.

The definition of convertible securities includes options.

This timetable does not apply if either of the following applies.

a) The +convertible securities automatically convert; or
b) The date is not the final conversion date or final expiry date and the +convertible securities are not "in the money" on the 25th +business day before the conversion or expiry date.

If:

a) before day 14, an issuer announces to the market that it will issue and send certificated +securities and enter +securities into holdings on a date before the +issue date identified in the timetable (day 35), the announced date becomes the +issue date. If no announcement is made, the date identified in the timetable is the +issue date
b) the issuer has announced an +issue date and later becomes aware that it will not be able to meet that date, the issuer must immediately announce a new +issue date. The new +issue date cannot be later than the date identified in the timetable.

Issuer Event	**Market Event**	**Time Limits**	**+Business day**
Issuer sends notice to holders of +convertible securities.		Not more than 30 +business days before the conversion or expiry date and at least 20 +business days before the conversion or expiry date	0
		At least 2 +business days before trading on a +deferred settlement basis	14
.	+Quotation of +convertible securities ends at close of trading, unless there is a later maturity date	4 +business days before the conversion or expiry date	16
	+Quotation of the +underlying securities quoted on a +deferred settlement basis, if the +convertible securities are "in the money" and the conversion ratio is fixed.	3 +business days before the conversion or expiry date	17
Conversion date or options expire.			20
+Issue date. Issuer issues +underlying securities. Issuer gives notice of a change to the number of securities on issue (Appendix 2B).	+Deferred settlement trading ends.	not more than 15 +business days after the conversion or expiry date	35
	normal trading (T+2) starts in the underlying securities	next business day after the issue date	36

	Settlement of on-market trades conducted on a deferred settlement basis and the first settlement of trades conducted on a T+2 basis	2 business days after T+2 trading starts	38

An issuer must send a notice to each holder of quoted +convertible securities at least 20 +business days before the conversion date or expiry date of the option. The notice must include each of the following.

(a) The name of the holder of the +convertible securities.
(b) The number of +convertible securities held, and the number of +securities to be issued on their conversion.
(c) The conversion or exercise price.
(d) In the case of options, the due date for payment.
(e) In the case of options, the consequences of non-payment and, in the case of other +convertible securities, the consequences of not exercising the right of conversion.
(f) The date that +quotation of the +convertible securities will end (which is 4 +business days before the expiry date for options or final conversion date for other +convertible securities, unless there is a later maturity date).
(g) The latest available +market price of the +underlying securities.
(h) The highest and lowest +market price of the +underlying securities during the 3 months immediately before the notice is issued, and the dates of those sales.
(i) The information required by (g), (h) and (j) in respect of all quoted +securities that would be, if fully paid, in the same +class as the +underlying securities.
(j) In case of options, the details of any underwriting agreement as notified to the market.

Bonus issues

An issuer must follow the time limits set out in this timetable when making a +bonus issue.

If:

a) before +securities are +quoted on a +deferred settlement basis, an issuer announces to the market that it will enter +securities into holders' security holdings on a date before the +issue date identified in the timetable (day 14), the announced date becomes the +issue date. If no announcement is made, the date identified in the timetable is the +issue date.
b) the issuer has announced an +issue date and later becomes aware that it will not be able to meet that date, the issuer must immediately announce a new +issue date. The new +issue date cannot be later than the date identified in the timetable.

Issuer Event	**Market Event**	**Time Limits**	**+Business day**
Issuer announces +bonus issue.	Securities quoted on a "cum" basis.	Before day 0 or day 0	
The latest of: a) issuer lodging a +prospectus with +SECOM and giving copies to PNGX; b) security holders' approval (if required). If option holders cannot participate in the issue without first exercising their options, the issuer must tell the option holders of the issue by this date.		At least 4 +business days before the +record date	0
	Final day of "cum" trading		2
	"Ex" date +securities are quoted on an "ex" basis New bonus securities are quoted on a deferred settlement basis. Status Note: XB tag on	2 business days before the record date	3
+Record date to identify security holders entitled to participate in the issue.		At least 5 +business days after day 0	5
+Issue date. Issuer gives notice of a change to the number of securities on issue (Appendix 2B) if the issue is of an existing +class or applies for quotation (Appendix 2A or 2C) if the issue is of a new +class.	+Deferred settlement trading ends.	No more than 10 +business days after +record date	15
	normal (T+2) trading starts Status note: XB tag off.	the next business day after the issue date	16

	Settlement of on-market trades conducted on a deferred settlement basis and the first settlement of trades conducted on a T+2 basis occurs	2 business days after T+2 trading starts	18

Pro rata issues (non renounceable)

An issuer must follow the time limits set out in this timetable when making a non renounceable +pro rata issue (except a +bonus issue).

If an issuer offers a specific entitlement to holders of +securities, the offer must be pro rata without restriction on the number of +securities to be held before entitlements accrue.

All +entities must consult with PNGX prior to the publication of a timetable to ensure the timetable is acceptable to PNGX.

If

a) before +securities are +quoted on a +deferred settlement basis, an issuer announces to the market that it will enter +securities into holders' security holdings on a date before the +issue date identified in the timetable (day 18), the announced date becomes the +issue date. If no announcement is made, the date identified in the timetable is the +issue date.
b) the issuer has announced an +issue date and later becomes aware that it will not be able to meet that date, the issuer must immediately announce a new +issue date. The new +issue date cannot be later than the date identified in the timetable.

Issuer Event	**Market Event**	**Time Limits**	**+Business day**
Issuer announces +pro rata issue	Securities quoted on a "cum" basis.	before day 0 or prior to the commencement of trading on day 0	
The latest of: a) issuer lodging a +prospectus with +SECOM and giving copies to PNGX; b) security holders' approval (if required). If option holders cannot participate in the issue without first exercising their options, the issuer must tell the option holders of the issue by this date.		Prior to the commencement of trading on day 0 (the day that is at least 3 +business days before the +record date) If an issue is not announced prior to the commencement of trading, day 0 will be deemed to be the next business day after the release of the announcement and all subsequent dates in the timetable will be adjusted accordingly.	0
Issuer sends a notice to security holders containing details of the offer, the "ex" date; the offer close date and a statement that the +prospectus has been lodged with PNGX and is available on the PNGX website and the issuer's website.	Final day of "cum" trading	At least 2 +business days before the +record date	1
	"Ex" date Securities are quoted on an "ex" basis. Status Note: XE tag on.	2 +business days before the +record date	2
+Record date to identify security holders entitled to participate in the offer.		At least 4 +business days after day 0	4

Issuer sends offer documents and personalised entitlement and acceptance forms to persons entitled and announces that this has occurred.		No more than 3 +business days after +record date	7 Note: the disclosure document can be sent to shareholders as early as day 4 and no later than day 6
Last day to extend the offer closing date		3 +business days before the offer closing date	11
Offer closes at 5 pm. At least 3 +business days' notice must be given to extend the date.	Status note XE tag off.	At least 7 +business days after the issuer announces that the offer documents have been sent to holders	14
	New +securities quoted on a +deferred settlement basis.	The next +business day after offer closes	15
Issuer notifies PNGX of under subscriptions.		No more than 3 +business days after offer closes	17
+Issue date. Issuer gives notice of a change to the number of securities on issue (Appendix 2B) if the issue is of an existing +class or applies for quotation (Appendix 2A or 2C) if the issue is of a new +class.	+Deferred settlement trading ends.	Unless PNGX agrees otherwise, no more than 5 +business days after offer closes	17
	normal (T+2) trading starts	the next business day after the issue date provided the issuer tells PNGX by noon on the issue date that the issue has occurred	20
	Settlement of on-market trades conducted on a deferred settlement basis and the first settlement of trades conducted on a T+2 basis	2 business days after T+2 trading starts.	22

Pro rata issues (renounceable)

An issuer must follow the time limits set out in this timetable when making a renounceable +pro rata issue.

If an issuer offers a specific entitlement to holders of +securities, the offer must be pro rata without restriction on the number of +securities to be held before entitlements accrue.

An issuer must follow the time limits set out in this timetable when making a renounceable +pro rata issue (except a +bonus issue).

All +entities must consult with PNGX prior to the publication of a timetable to ensure the timetable is acceptable to PNGX.

If,

a) before +securities are +quoted on a +deferred settlement basis, an issuer announces to the market that it will enter +securities into holders' security holdings on a date before the +issue date identified in the timetable (day 18), the announced date becomes the +issue date. If no announcement is made, the date identified in the timetable is the +issue date.
b) the issuer has announced an +issue date and later becomes aware that it will not be able to meet that date, the issuer must immediately announce a new +issue date. The new +issue date cannot be later than the date identified in the timetable.

Issuer Event	**Market Event**	**Time Limits**	**+Business day**
Issuer announces +pro rata issue	Securities quoted on a "cum" basis.	Before day 0 or prior to the commencement of trading on day 0	
The latest of: a) issuer lodging a +prospectus with +SECOM and giving copies to PNGX; b) security holders' approval (if required). If option holders cannot participate in the issue without first exercising their options, the issuer must tell the option holders of the issue by this date.		Prior to the commencement of trading on day 0 (the day that is at least 3 +business days before the +record date) If an issue is not announced prior to the commencement of trading, day 0 will be deemed to be the next business day after the release of the announcement all subsequent dates in the timetable will be adjusted accordingly.	0
Issuer sends a notice to security holders containing details of the offer, the "ex" date; the offer close date and a statement that the +prospectus has been lodged with PNGX and is available on the PNGX website and the issuer's website.	Final day of "cum" trading	at least 2 +business days before +record date	1

	"Ex" date +Securities are quoted on an ex basis Rights trading starts on a deferred settlement basis Status note: XR tag on.	2 +business days before the +record date	2
+Record date to identify security holders entitled to participate in the offer.		at least 4 +business days after day 0	4
Issuer sends the offer documents and either personalised entitlement and acceptance forms or serially numbered provisional letters of allotment on a "nil paid" basis to persons entitled and announces that this has been completed.		no more than 3 +business days after +record date The disclosure document can be sent to shareholders as early as day 4 and no later than day 6 The day that offer documents are sent is the last day of rights trading on a deferred settlement basis provided that the issuer tells PNGX by noon that the offer documents have been sent or will have been sent by the end of the day.	7
	Rights trading on a normal (T+2) settlement basis commences		
	Rights trading ends. Status note: XR tag off.	5 +business days before applications closing date	9
	New +securities are quoted on a +deferred settlement basis	the next +business day after rights trading finishes	10
Last day to extend the offer closing date		3 +business days before the offer closing date	11
Offer closes at 5 pm. .	Status note: XR tag off.	At least 7 +business days after the issuer announces that the offer documents have been sent to holders	14
Issuer notifies PNGX of under subscriptions.		No more than 3 +business days after applications closing date	17

+Issue date. Issuer gives notice of a change to the number of securities on issue (Appendix 2B) if the issue is of an existing +class or applies for quotation (Appendix 2A or 2C) if the issue is of a new +class.	+Deferred settlement trading ends.	Unless PNGX agrees otherwise, no more than 5 +business days after applications closing date	19
	Normal trading (T+2) starts	The next business day after the issue date provided the issuer tells PNGX by noon on the issue date that the issue has occurred	20
	Settlement of on-market trades conducted on a deferred settlement basis and the first settlement of trades conducted on a T+2 basis occurs	2 business days after T+2 trading starts	22

Security purchase plans

An issuer must follow the following timetable for an issue of +securities under a +security purchase plan.

Issuer Event	Market Event	Time Limits	+Business day
Date to identify security holders who may participate in the +security purchase plan.		1 +business day before the issuer announces +security purchase plan.	-1
Issuer announces +security purchase plan.		The +business day after the date to identify security holders who may participate in the +security purchase plan.	0
Final applications closing date.		At least 7 +business days after the issuer announces that the offer documents have been sent to holders	7
+Issue date. Issuer gives notice of a change to the number of securities on issue (Appendix 2B)	Normal (T+2) trading starts	No more than 15 +business days after final applications closing date	22
	First settlement of trades conducted on a T+2 basis occurs	2 business days after T+2 trading starts	24

Other offers of securities to existing security holders

An issuer must follow this timetable for an issue of +securities unless:

a) the +securities will not be +quoted,
b) an +issue date is specified in another timetable in these rules, or
c) PNGX specifies a different time limit.

The opening date of an issue of +securities to existing +security holders which is not a +pro rata issue and which is not otherwise set out in a timetable in this Appendix must be at least 10 +business days after the +prospectus is sent to them.

If

a) before +securities are +quoted on a +deferred settlement basis, an issuer announces to the market that it will enter +securities into holders' security holdings on a date before the +issue date identified in the timetable (day 15), the announced date becomes the +issue date. If no announcement is made, the date identified in the timetable is the +issue date.
b) the issuer has announced an +issue date and later becomes aware that it will not be able to meet that date, the issuer must immediately announce a new +issue date. The new +issue date cannot be later than the date identified in the timetable.

Issuer Event	**Market Event**	**Time Limits**	**+Business day**
Final applications closing date.			0
+Issue date. The last day for +securities to be entered into the holders' security holdings.		no more than 15 +business days after final applications closing date	15
Issuer gives notice of a change to the number of securities on issue (Appendix 2B) if the issue is of an existing +class or applies for quotation (Appendix 2A or 2C) if the issue is of a new +class.	Normal (T+2) trading starts	the next business day after the issue date provided the issuer tells PNGX by noon that the issue has occurred.	16
	First settlement of trades conducted on a T+2 basis occurs	2 business days after T+2 trading starts	18

Reorganisation of capital – no court approval

An issuer must follow the time limits set out in this timetable when reorganising its issued +securities (including a return of capital), if the reorganisation needs to be approved by security holders but does not need court approval.

'Issue' in this context denotes the making of entries in security holders' holdings so that the number of securities in their holdings reflects the effect of the carrying out of the reorganisation.

Details of holdings will change where there is a change to the number of securities, a change to the exercise price of options, or a change to the par value (if any) of securities.

In the case of a complex reorganisation PNGX may suspend trading.

If

a) before +securities are +quoted on a +deferred settlement basis, an issuer announces to the market that it will enter +securities into holders' security holdings on a date before the +issue date identified in the timetable (day 8), the announced date becomes the +issue date. The announced date must not be before day 3. If no announcement is made, the date identified in the timetable is the +issue date.
b) the issuer has announced an +issue date and later becomes aware that it will not be able to meet that date, the issuer must immediately announce a new +issue date. The new +issue date cannot be later than the date identified in the timetable.

Issuer Event	Market Event	Time Limits	+Business day
Issuer announces reorganisation. Issuer sends out notices for security holders' meeting. In the case of a reorganisation which is a selective reduction of capital, issuer tells PNGX that security holders have approved the reduction.		before day 0	
In the case of a reorganisation which is not a selective reduction of capital, issuer tells PNGX that security holders have approved reorganisation. In the case of a reorganisation which is a selective reduction of capital, issuer tells PNGX that it is 14 days after the issuer lodged the resolution approving the reduction with the SECOM.			0

	If the details of holdings change as a result of the reorganisation, last day for trading in pre-reorganised +securities. Details of holdings will change where there is a change to the number of securities, a change to the exercise price of options, or a change to the par value (if any) of securities. If the reorganisation involves a return of capital, final day of trading in the reorganised +securities on a "cum return of capital" basis.	1

	If the details of holdings change as a result of the reorganisation, trading in the reorganised +securities on a +deferred settlement basis starts. If the reorganisation involves a return of capital, trading in the reorganised +securities on an "ex return of capital" basis starts. If the reorganisation involves a return of capital, the details on ordinary share certificates may not change but the details on option certificates will change as a result of the change in the exercise price. In this case the ordinary shares will trade on an "ex return of capital" T+2 basis and the options will trade on a "deferred settlement" basis.	the second +business day after security holder approval or after issuer tells PNGX that it is 14 days after the issuer lodged the resolution with the SECOM, or a date PNGX agrees to	2
If the reorganisation involves a return of capital, +record date. If the details of holdings change as a result of the reorganisation, last day for issuer to register transfers on a pre-reorganisation basis. In the case of certificated holdings, this means it is the last day for issuer to accept transfers accompanied by certificates issued before the reorganisation.		2 +business days after trading in the reorganised +securities on a +deferred settlement basis or trading on an "ex return of capital" basis starts	4

If the details of holdings change as a result of the reorganisation: a) First day for issuer to send notice to each security holder. b) First day for issue of new certificates. From now on, the issuer rejects transfers accompanied by a certificate that was issued before the reorganisation. The notice tells the security holder of the number of securities held before and after the reorganisation.		2 +business days after trading in the reorganised +securities on a +deferred settlement basis starts	5
If the details of holdings change as a result of the reorganisation: a) +Issue date. b) Last day for the issuer to issue certificates and send the certificates to the holders. c) Last day for issuer to send notice to each security holder.	+Deferred settlement market ends.	6 +business days after trading in the reorganised +securities on a +deferred settlement basis starts	98
Issuer gives notice of a change to the number of securities on issue (Appendix 2B).	Normal (T+2) trading starts	The next business day after the issue date provided the issuer tells PNGX by noon on the issue date that the issue has occurred.	10
	Settlement of trades conducted on a T+2 basis and the first settlement of on-market trades conducted on a deferred settlement basis	2 business days after T+2 trading starts	12

Reorganisation of capital – court approval

An issuer must follow the time limits set out in this timetable when reorganising its issued +securities, if the reorganisation needs to be approved by security holders and needs court approval. This timetable also applies to a return of capital if the return is made with a reorganisation which requires court approval.

'Issue' in this context denotes the making of entries in security holders' holdings so that the number of securities in their holdings reflects the effect of the carrying out of the reorganisation.

Details of holdings will change where there is a change to the number of securities, a change to the exercise price of options, or a change to the par value (if any) of securities.

In the case of a complex reorganisation PNGX may suspend trading. For example, if the court order approving the reorganisation specifies a record date other than that provided for by the timetable PNGX may suspend trading 5 business days before the record date specified in the court order.

If

a) before +securities are +quoted on a +deferred settlement basis, an issuer announces to the market that it will enter +securities into holders' security holdings on a date before the +issue date identified in the timetable (day 7), the announced date becomes the +issue date. The announced date must not be before day 2. If no announcement is made, the date identified in the timetable is the +issue date.
b) the issuer has announced an +issue date and later becomes aware that it will not be able to meet that date, the issuer must immediately announce a new +issue date. The new +issue date cannot be later than the date identified in the timetable.

Issuer Event	**Market Event**	**Time Limits**	**+Business day**
Issuer announces reorganisation. Issuer sends out notices for security holders' meeting.		before day 0	
Security holders approve the reorganisation. Issuer tells PNGX of security holders' decision.		before day 0	
Court approves the reorganisation. Issuer tells PNGX of court approval.		before day 0	
Issuer tells PNGX of its intention to lodge the court order with the +SECOM.		The +business day before the issuer lodges the court order with the +SECOM	

Issuer lodges the court order with +SECOM and tells PNGX.	If the details of holdings change as a result of the reorganisation, last day for trading in pre-reorganisation +securities. If the reorganisation involves a return of capital fial day of trading in the reorganised +securities on a "cum return of capital" basis.		0
	If the details of holdings change as a result of the reorganisation, trading in the reorganised +securities on a +deferred settlement basis starts. If the reorganisation involves a return of capital trading in the reorganised +securities on an "ex return of capital" basis starts. If the reorganisation involves a return of capital, the details on ordinary share certificates may not change but the details on option certificates will change as a result of the change in the exercise price. In this case the ordinary shares will trade on an "ex return of capital" T+2 basis and the options will trade on a "deferred settlement" basis.	the next +business day after advice that the court order confirming the reorganisation has been lodged with the +SECOM or a date PNGX agrees to	1

If the reorganisation involves a return of capital, +record date. If the details of holdings change as a result of the reorganisation, last day for issuer to register transfers on a pre-reorganisation basis. The last day for issuer to accept transfers accompanied by certificates issued before the reorganisation.		2 +business days after trading in the reorganised +securities on a +deferred settlement basis or trading on an "ex return of capital" basis starts	3
If the details of holdings change as a result of the reorganisation: a) First day for issuer to send notice to each security holder. b) First day for issue of new certificates. From now on, the issuer rejects transfers accompanied by a certificate that was issued before the reorganisation. The notice tells the security holder of the number of securities held before and after the reorganisation.		2 +business days after trading in the reorganised +securities on a +deferred settlement basis starts	4
If the details of holdings change as a result of the reorganisation: a) +Issue date. b) Last day for issuer to send notice to each security holder.	+Deferred settlement market ends.	6 +business days after trading in the reorganised +securities on a +deferred settlement basis starts	8
Issuer gives notice of a change to the number of securities on issue (Appendix 2B).	Normal (T+2) trading starts	The next business day after the issue date provided the issuer tells PNGX by noon on the issue date that the issue has occurred.	9
	Settlement of trades conducted on a T+2 basis and the first settlement of on-market trades conducted on a deferred settlement basis	2 business days after T+2 trading starts	11

Appendix 13A – Restricted Securities Matrix

	Time of issue	+Person	Consideration for issue	Number of +securities restricted and escrow period (unless PNGX fixes a different number)
1.	Before admission.	Seed capitalist who is one of the following at the time the issuer applies for admission: • A +related party of the issuer. • A +promoter.	• Cash. • Conversion of debt to equity.	100% for 3 months commencing on the date on which +quotation of +securities commence. 10% of the securities will be released after 3 months. 10% of the securities will be released each 3 months thereafter. The final 50% will be released at the conclusion of the 18th month
2.		Seed capitalist who is not one of the following at the time the issuer applies for admission: • A +related party of the issuer. • A +promoter	• Cash. • Conversion of debt to equity.	
3.		+Promoter.	• Services. • Subscription for +securities using cash paid for services.	
4.		A professional or consultant to the issuer.	• Services. • Subscription for +securities under relevant agreement to use cash paid for services.	
5.		A +person who is one of the following. • A +related party of the issuer. • A +promoter.	• +Employee incentive scheme.	
6.		Vendor who is one of the following at the time of the +acquisition of the +classified asset. • A +related party of the issuer. A +promoter.	• +Classified assets.	
7.		Vendor who is *not* one of the following at the time of the +acquisition of the +classified asset. • A +related party of the issuer. • A +promoter.	• +Classified assets. • Subscription for +securities under a relevant agreement to use cash paid for +classified assets.	100% for 3 months commencing on the date on which +quotation of +securities commence. 25% of the securities will be released after 3 months. 25% of the securities will be released each 3 months thereafter.
8.		Any +person to whom +restricted securities are transferred.	• Not applicable.	For the balance of the escrow period that applies to the +restricted securities.

	Time of issue	+Person	Consideration for issue	Number of +securities restricted and escrow period (unless PNGX fixes a different number)
9.	After admission.	Vendor who is a +person referred to in rule 10.1 at the time of the +acquisition of the +classified asset.	• +Classified assets. • Subscription for +securities using cash paid for +classified assets.	100% for 3 months commencing on the date on which +quotation of +securities commence. 10% of the securities will be released after 3 months. 10% of the securities will be released each 3 months thereafter. The final 50% will be released at the conclusion of the 18th month
10.		A vendor who is *not* a +person referred to in rule 10.1 at the time of the +acquisition of the +classified asset.	• +Classified assets. • Subscription for +securities under a relevant agreement to use cash paid for +classified assets.	100% for 3 months commencing on the date on which +quotation of +securities commence. 25% of the securities will be released after 3 months. 25% of the securities will be released each 3 months thereafter.
11.	Before or after admission.	Any +person.	• Substitution for +restricted securities on a reorganisation. • A +bonus issue in relation to +restricted securities. • The conversion of +restricted securities. • Payment of any outstanding amount on a partly paid +restricted security.	For the balance of the escrow period that applies to the initial +restricted securities.

Appendix 13B – Restricted Securities Agreement

Restriction agreement

We, the persons in:

- Item 1 of the schedule ("issuer");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

Introduction

*A. The issuer intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.

*A. The issuer wants its +securities +quoted and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the issuer will take the steps necessary to have its +securities +quoted and admitted to the +official list of PNGX.

B. We have provided PNGX with all the information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this agreement.

C. We enter this agreement for the purpose of complying with the listing rules.

(* delete as applicable)

Agreement

Escrow restrictions

1. During the escrow period, the holder will not do any of the following.

   (a) +Dispose of, or agree or offer to +dispose of, the restricted securities.

   (b) Create, or agree or offer to create, any security interest in the restricted securities.

   (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.

   (d) Participate in a return of capital made by the issuer.

2. During the escrow period, a controller will not do any of the following.

   (a) +Dispose of, or agree or offer to +dispose of, the controller interests.

   (b) Create, or agree or offer to create, any security interest in the controller interests.

   (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.

3. We will comply with the listing rules. If any of us is not a listed issuer, we will comply as if we were a listed issuer. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.

4. (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.

(b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

Warranties

5. If only the holder and the issuer are parties to this agreement, one of the following applies.

(a) The holder is an individual.

(b) The holder has no +controller.

(c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in the listing rules.

The holder gives this warranty.

6. If the holder, the issuer and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in the listing rules. The holder and each +controller give this warranty.

7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.

8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.

9. A breach of any of these warranties is a breach of this agreement.

Consequences of breaching this agreement

10. If it appears to the issuer that the holder or a +controller may breach this agreement, the issuer must take the steps necessary to prevent the breach, or to enforce the agreement.

11. If the holder or a +controller breach this agreement, each of the following applies.

(a) The issuer must take the steps necessary to enforce the agreement, or to rectify the breach.

(b) The issuer must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the issuer.

(c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement will not be changed or waived without PNGX's written consent.

Jurisdiction

13. The laws of Papua New Guinea apply to this agreement. We submit to the jurisdiction of the courts of Papua New Guinea.

Definitions and interpretation

In this agreement:

PNGX means PNGX Markets Limited.

controller interests means the [+]securities, substantial economic interest or other interests in the restricted securities and each intermediate issuer through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

escrow period means the period set out in item 4 of the schedule.

restricted securities means the [+]securities set out in item 5 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of PNGX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

1. Issuer's name and address:

2. Holder's name and address:

3. Each [+]controllers' name and address:

4. Escrow periods:

Escrow Date	Release Date	Released Number
	TOTAL	

5. Particulars of restricted securities:

6. Particulars of controller interests:

7. Particulars of security interests over restricted securities:

8. Particulars of security interests over controller interests:

Dated:
[Proper execution as a deed]