

Option Terms and Conditions

Perth, Australia; 14 January 2025: Regenerative medicine company Orthocell Limited (ASX: OCC, “Orthocell” or the “Company”) advises that the terms and conditions of 3,000,000 options notified in the Proposed Issue of Securities Announcement lodged earlier today are attached.

Release authorised by:

Paul Anderson
Orthocell Ltd CEO and MD

For more information, please contact:

General & Investor enquiries

Paul Anderson

Orthocell Limited

CEO and MD

P: +61 8 9360 2888

E: paulanderson@orthocell.com.au

Media enquiries

Haley Chartres

HACK Director

P: +61 423 139 163

E: haley@hck.digital

About Orthocell Limited

ACN 118 897 135

Registered Office – Building 191 Murdoch University, 90 South Street, Murdoch WA 6150 Australia

Orthocell is a regenerative medicine company focused on regenerating mobility for patients by developing products for the repair of a variety of bone and soft tissue injuries. Orthocell’s portfolio of products include a platform of collagen medical devices which facilitate tissue reconstruction and healing in a variety of dental and orthopaedic reconstructive applications. Striate+™ was the first product approved for dental GBR applications, is cleared for use in US FDA (510k), Australia (ARTG), New Zealand (WAND), UK (UKCA Mark) and Europe (CE Mark) and is distributed globally by BioHorizons Implant Systems Inc. Remplir™, for peripheral nerve reconstruction, recently received approval and reimbursement in Australia and is distributed exclusively by Device Technologies in the Australian market. SmrtGraft™, for tendon repair, is available in Australia under Special Access Scheme or participation in a clinical trial. The Company’s other major products are autologous cell therapies which aim to regenerate damaged tendon and cartilage tissue. Orthocell is accelerating the development of its tendon cell therapy in the US with technology transfer and FDA engagement to confirm the path to the US market and prepare for partnering discussions.

For more information on Orthocell, please visit www.orthocell.com or follow us on Twitter [@OrthocellLtd](https://twitter.com/OrthocellLtd) and LinkedIn www.linkedin.com/company/orthocell-ltd



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OPTION TERMS AND CONDITIONS

The 3,000,000 Options to be issued to the Consultant are subject to the following terms and conditions:

1. Each Option entitles the Consultant to subscribe for and be issued one fully paid ordinary share in the capital of the Company (**Share**), ranking equally with existing Shares on issue, after the applicable Vesting Date and upon payment of the Exercise Price prior to the Expiry Date.
2. The Options are to be issued for no cash consideration.
3. The Exercise Price, Vesting Date and Expiry Date of each Option is referred to in the below table and the capitalised terms Exercise Price, Vesting Date and Expiry Date shall be interpreted accordingly.

Option Tranche	Number of Options	Exercise Price	Vesting Date	Expiry Date
Tranche 1	1,000,000	A\$0.67	30 June 2025, subject to the Consultant having been continuously engaged up to and including that date.	5:00pm (AWST) on 31 st October 2027
Tranche 2	1,000,000	A\$0.67	30 June 2026, subject to the Consultant having been continuously engaged up to and including that date.	5:00pm (AWST) on 31 st October 2027
Tranche 3	1,000,000	A\$0.67	30 June 2027, subject to the Consultant having been continuously engaged up to and including that date.	5:00pm (AWST) on 31 st October 2027

4. The Options will not be transferrable.
5. The Options will not be quoted on ASX.
6. The Options may be exercised, in whole or in part (in multiples of no less than 100,000 Options (or where the Consultant holds less than 100,000 that lesser amount)), at any time after the applicable Vesting Date and on or before they lapse under clause 10 by lodging with the Company a notice of exercise (**Exercise Notice**), which must specify the number of vested (if applicable) Options being exercised accompanied by an electronic payment of the aggregate Exercise Price of the Options in cleared funds in Australian dollars being exercised. An exercise of only some Options shall not affect the rights of the Consultant to the balance of the Options held by the Consultant. An Exercise Notice, once lodged with the Company, is irrevocable and by giving the Exercise Notice, the Consultant agrees:
 - (a) to subscribe for that number of Shares equivalent to the number of Options exercised under the Exercise Notice; and
 - (b) to become a member of the Company and be bound by the Company's constitution on the issue of Shares.

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7. Subject to clause 8, within five business days of receipt of a valid Exercise Notice and payment of the Exercise Price in accordance with clause 6, the Company will issue fully paid ordinary Shares ranking pari passu with the then issued ordinary shares and deliver or arrange delivery of a statement of shareholdings with a holders' identification number.
 8. The Company will, if it is eligible and required to do so, issue, where required to enable Shares issued on exercise of Options to be freely tradeable on the ASX (subject to any restrictions on disposal in accordance with the Company's securities trading policy), a cleansing statement under section 708A(5) of *the Corporations Act 2001 (Cth)* (**Corporations Act**) at the time Shares are issued. Where a cleansing statement is required, but cannot be issued, the Company will issue the Shares on exercise of Options and lodge with ASIC and ASX a cleansing prospectus under section 708A(11) of the Corporations Act within 20 Business Days of exercise.
 9. The Company will apply for listing on the ASX of the resultant Shares of the Company issued upon the exercise of any Options.
 10. The Options shall lapse on the Expiry Date.
 11. The Options do not confer any right to vote at general meetings of the Company's shareholders, except as required by law.
 12. There are no participating rights or entitlements inherent in the Options and the Consultant will not be entitled to participate in new issues of capital that may be offered to shareholders during the currency of the Option before valid exercise.
 13. The Options do not confer any right to participate in the surplus profit or assets of the Company upon a winding up.
 14. Subject to all applicable laws and vesting of the Options (if applicable), the Consultant has the right to exercise their Options prior to the date of determining entitlements to any capital issues to the then existing shareholders of the Company made during the currency of the Options.
 15. In the event of any re-organisation (including reconstruction, consolidation, subdivision, reduction or return of capital) of the issued capital of the Company, the Options will be re-organised as required by the Listing Rules, but in all other respects the terms of exercise will remain unchanged.
 16. If there is a bonus share issue (**Bonus Issue**) to the holders of Shares, the number of Shares over which an Option is exercisable will be increased by the number of Shares which the Consultant would have received if the Option had been exercised before the record date for the Bonus Issue (**Bonus Shares**). The Bonus Shares must be paid up by the Company out of the profits or reserves (as the case may be) in the same manner as was applied in the Bonus Issue and upon issue rank pari passu in all respects with the other shares of that class on issue at the date of issue of the Bonus Shares.
 17. The Options will not give any right to participate in dividends until Shares are allotted pursuant to the valid exercise of the relevant Options.