

*rimfire*



## **RIMFIRE PACIFIC MINING NL (ASX: RIM)**

ACN 006 911 744

# **SHARE PURCHASE PLAN OFFER BOOKLET**

**This is an important document and requires your immediate attention. You should read this Offer Booklet in full.**

Each Eligible Shareholder has the opportunity to participate in the Rimfire Pacific Mining NL Share Purchase Plan (**SPP**) by applying for up to \$30,000 of new Shares in Rimfire Pacific Mining NL without incurring brokerage or other transaction costs. This Offer Booklet provides details of the SPP and explains how Eligible Shareholders can participate.

Application for new Shares under the SPP must be received by 5:00pm (Melbourne time) on Wednesday, 21 October 2020.

**Not for release or distribution in the United States or, except with the consent of Rimfire Pacific Mining NL, elsewhere outside Australia and New Zealand.**

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## Important Information

**This Offer Booklet does not provide financial advice and has been prepared without taking account of any person’s investment objectives, financial situation or particular needs. You should consider the appropriateness of participating in the SPP having regard to your investment objectives, financial situation and particular needs. Shareholders should seek independent financial and taxation advice before making any investment decision in relation to these matters.**

**The offer of Shares under the SPP is made in accordance with ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547, which grants relief from the requirement for the Company to provide prospectus disclosure in relation to the SPP. This Offer Booklet does not constitute a prospectus or product disclosure statement and has not been lodged with ASIC. The issue of a prospectus or product disclosure statement is not required for the purpose of the SPP. You must rely on your own knowledge of the Company, previous disclosures made by the Company to the ASX and, if necessary, consult with your professional adviser when deciding whether or not to participate in the SPP.**

**The market price of Shares may rise or fall from now to when the Shares are issued or allotted to you under the SPP. If you apply to participate in the SPP by completing and returning the Application Form (or otherwise making a valid Application in accordance with these Terms and Conditions), you are accepting the risk that the market price of Shares may change between the time you make your Application and the Allotment Date. This means it is possible that, up to or after the Allotment Date, you may be able to buy Shares at a lower price than the Issue Price.**

**Please read this Offer Booklet (in particular, the Terms and Conditions) carefully, as you will be bound by the Terms and Conditions in participating in the SPP. Shareholders accepting the SPP will also be bound by the constitution of the Company.**

**This Offer Booklet is intended for use only in connection with the Offer to Eligible Shareholders in Australia or New Zealand. No action has been taken to permit an offering of Shares in any jurisdiction outside of Australia and New Zealand. The distribution of this Offer Booklet may be restricted by law and persons (including Custodians and nominees) who come into possession of this Offer Booklet should observe any such restrictions.**

**This Offer Booklet may not be distributed or released in the United States. This Offer Booklet does not constitute an offer to sell, or a solicitation of an offer to buy, any Shares in the United States or in any jurisdiction where such an offer or solicitation would be illegal. The Shares to be offered and sold under the SPP have not been, and will not be, registered under the Securities Act or the securities laws of any U.S. state or other jurisdiction of the United States, and may not be offered or sold, directly or indirectly, in the United States or to any person acting for the account or benefit of a person in the United States (to the extent such person is acting for the account or benefit of a person in the United States).**

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## 1. Letter from the Chairperson

7 October 2020

Dear Shareholder

### RIMFIRE PACIFIC MINING NL SHARE PURCHASE PLAN

#### AN OPPORTUNITY TO INCREASE YOUR SHAREHOLDING IN RIMFIRE PACIFIC MINING NL

On behalf of the Board, I am pleased to offer you the opportunity to participate in the Share Purchase Plan (**SPP**) recently announced by Rimfire Pacific Mining NL (**Rimfire** or **Company**).

The SPP provides Eligible Shareholders with an opportunity to apply for up to \$30,000 in new Shares (subject to any scale back), irrespective of the number of Shares they currently own, without having to pay brokerage or transaction costs (the **Offer**).

The launch of the SPP follows the recent announcement by Rimfire regarding the placement of approximately 168 million new Shares, each at an issue price of \$0.0125 (1.25 cents) (**Placement Shares**) to raise \$2.1 million (before costs) (**Placement**).

The Issue Price of Shares issued under the SPP is of \$0.0125 (1.25 cents) per Share (**Issue Price**), which is equal to the issue price under the Placement, and which represents a 16.67% discount to Rimfire's closing price of \$0.0150 (1.50 cents) per Share on 18 September 2020 (being the last trading day prior to the announcement of the Placement and SPP), and a 18.83% discount to the Company's 5-day VWAP of \$0.0154 (1.54 cents).

Shares issued under the SPP may be eligible for Junior Mineral Exploration Initiative (JMEI) Tax Credits.

#### Use of funds\*

The funds raised from the Placement and the SPP will be utilised to fund discovery activities outside of the Earn-in Area where GPR sole fund (ASX Announcement 4 May 2020, Rimfire enters into 4.5 million Earn-in Agreement), including;

- the execution of work programs at the highly prospective Valley Target for a significant size (> 1Moz gold and/or 1Mt copper) discovery. The work programs will include RC / diamond tail drilling of 5 existing IP (induced polarisation) geophysical features in an area of shallow cover with surface rock chip samples of over 1% copper. Additional IP Survey work and analysis and follow-up deep RC / Diamond tail drilling. This prospect is 5km to the west of the Mordialloc prospect where Kincora Copper / Rare-X are obtaining some interesting porphyry copper results,
- Aircore drill testing of the Greater Cowal Area that has approximately 40m of transported cover to obtain bedrock samples that show evidence of rock types, alteration, geochemistry or mineralisation supportive of a large scale mineralised system,
- General exploration activities, government compliance and project evaluation, and
- Provide ongoing working capital for the Company.

*\*The Directors of the Company reserve the right to make any adjustments to the use of funds as they see fit to manage the needs of the Company.*

#### Participation in SPP

Rimfire is committed to ensuring that all Eligible Shareholders have the opportunity to participate in the SPP.

The SPP is being offered exclusively to all Eligible Shareholders, being registered holders as at 7.00 pm (Melbourne time) on Thursday, 24 September 2020 (**Record Date**) with a registered address in Australia or New Zealand. The SPP is also being offered to Eligible Shareholders who are Custodians to participate in the Offer on behalf of certain Eligible Beneficiaries, subject to the Terms and Conditions.

The Offer is fully underwritten up to \$0.5m by the Underwriters. Further details of the underwriting arrangement between the Company and the Underwriters is set out in Section 5.1 of these Offer Terms below.

Participation in the SPP is entirely voluntary and all Shares issued under the SPP will rank equally with existing Shares and will carry the same voting rights and entitlement to receive distributions.

No brokerage, commissions or other transaction costs will apply to shareholders who purchase shares under the SPP.

Additionally, the SPP Offer is extended to the Underwriter and any sub-underwriter or nominee in connection with the Underwriter's obligations under the Underwriting Agreement (**Eligible Shortfall Participants**). Eligible Shortfall Participants' ability to participate in the SPP Offer will be limited to the extent that there is an SPP Shortfall.

The SPP is fully underwritten by Trans Global Capital Ltd (**Underwriter**), without any fees being charged. Accordingly, if no subscriptions are received under the SPP, the Underwriter will be required to subscribe, or procure subscription, for \$0.5m worth of Shares (**Underwritten Amount**). Likewise, if subscriptions are received for \$0.5m worth of Shares under the SPP, the Underwriter will not have any obligation to subscribe for Shares.

The Directors have reserved the right to place the SPP Shares not subscribed for by Eligible Shareholders under the SPP to the Underwriter and any sub-underwriter appointed by the Underwriter up to the Underwritten Amount.

### **Cap on SPP and Scale Back of Applications**

Rimfire presently estimates that it will raise up to \$0.5m under the SPP (being approximately 40 million Shares at an issue price of \$0.0125 (1.25 cents) per Share) given that the SPP is underwritten.

If Applications under the SPP exceed \$0.5m (**SPP Cap**), the Company will scale back Applications received under the SPP. If there is a scale back, the Company may in its absolute discretion determine the manner in which it applies the scale back. Any scale back will be announced with the results of the SPP on or about 26 October 2020.

The SPP Cap is designed to ensure all Eligible Shareholders have a reasonable opportunity to participate equitably by:

- ensuring that Eligible Shareholders who decide not to participate in the SPP are not significantly diluted; and
- enabling those who elect to participate in the SPP Offer to do so in a meaningful way.

If Applications are scaled back, you may be allocated fewer New Shares than the number for which you applied. In such a case, any excess Application monies will be refunded without interest.

### **How to accept this offer**

The SPP opens at 9.00 am (Melbourne time) on Wednesday, 7 October 2020 and will close at 5.00 pm on Wednesday, 21 October 2020 (unless varied). Late Applications may be accepted or rejected in the absolute discretion of the Company. Rimfire also reserves the right to vary the Closing Date without prior notice subject to the Corporations Act and the ASX Listing Rules.

To apply for Shares under the SPP, please follow the instructions on your personalised Application Form. To participate in the Offer, you must complete and return the Application Form by 5.00 pm (Melbourne time) on Wednesday, 21 October 2020. Payment can be made via Electronic Funds Transfer (**EFT**) and must be received by the Share Registry by 5.00pm (Melbourne time) on Wednesday 21 October 2020. Alternatively, you can pay by BPAY® (for Australian Shareholders only), in which case you do not need to return the Application Form.

## Questions and further information

This Offer Booklet contains important information about the SPP to assist you in deciding whether to participate in the SPP. You should read this Offer Booklet carefully and in its entirety before deciding whether to apply.

If you have any questions in relation to how to participate in the SPP, please contact the Company Secretary, on +61 3 9692 7222, between the hours of 8:30am and 5:00pm (Melbourne time), Monday to Friday or consult your financial or other professional adviser. For any other registry related enquiries, please contact the Company's Share Registry, Computershare Investor Services Pty Limited, on 1300 850 505 (within Australia) +61 (0)3 9415 4000 (Overseas) between the hours of 8:30am and 7:00pm (Melbourne time), Monday to Friday. If you have any questions in relation to whether an investment in Rimfire through the SPP is appropriate for you, please contact your stockbroker, accountant or other professional adviser.

Thank you for your continued support of Rimfire.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Ian McCubbing', written in a cursive style.

Ian McCubbing  
Chairperson  
Rimfire Pacific Mining NL  
**Dated:** 7 October 2020

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## 2. Key Dates

Event	Date
Record Date	Thursday, 24 September 2020
Announcement and Despatch of SPP Offer Booklet	Wednesday, 7 October 2020
SPP Opens	9.00am on Wednesday 7 October 2020
SPP Closes (Closing Date)	5.00pm on Wednesday, 21 October 2020
SPP results announced to the ASX	Monday, 26 October 2020
Issue of SPP Shares under SPP	Wednesday, 28 October 2020
Trading of all SPP Shares (subject to ASX Listing Rules)	Friday, 30 October 2020
Despatch of holding statements to Eligible Shareholders participating in the SPP	Monday, 2 November 2020

*Note - dates and times in this Offer Booklet are indicative only and subject to change.*

*Rimfire reserves the right, subject to the Corporations Act, ASX Listing Rules and other applicable laws, to vary any or all of the dates and times of the SPP without prior notice, including varying the closing date of the SPP or to withdraw the SPP without prior notice. Any variation of the Closing Date will have a consequential effect on the issue date of Shares under the SPP. There is no contractual or other obligation of Rimfire to issue Shares in the event that the SPP is withdrawn.*

*The commencement of quotation of Shares under the SPP is subject to confirmation from ASX.*

*All times are Melbourne time.*

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## 3. Summary of SPP

You should read this section in conjunction with the Terms and Conditions of the SPP set out in section 4 of this Booklet.

Key SPP details	Summary
<b>SPP Offer</b>	The SPP provides Eligible Shareholders with an opportunity to apply for up to \$30,000 in new Shares (subject to any scale back) irrespective of the number of Shares they currently own without having to pay brokerage or transaction costs. The SPP is fully underwritten and is subject to certain terms and conditions.
<b>Is the SPP underwritten?</b>	Yes, the SPP is fully underwritten by Trans Global Capital Ltd up to the Underwritten Amount. Accordingly, if no subscriptions are received for SPP Shares under the SPP, the Underwriter (including any sub-underwriters appointed by the Underwriter) will be required to subscribe for \$0.5m worth of Shares. Likewise, if subscriptions are received for \$0.5m worth of Shares under the SPP, the Underwriter (nor any sub-underwriters appointed by the Underwriter) will not have any obligation to subscribe for SPP Shares.
<b>Purpose of the SPP</b>	The funds raised from the Placement and the SPP will be utilised to fund discovery activities outside of the Earn-in Area where GPR sole fund (ASX Announcement 4 May 2020, Rimfire enters into 4.5 million Earn-in Agreement), including;

- the execution of work programs at the highly prospective Valley Target for a significant size (> 1Moz gold and/or 1Mt copper) discovery. The work programs will include RC / diamond tail drilling of 5 existing IP (induced polarisation) geophysical features in an area of shallow cover with surface rock chip samples of over 1% copper. Additional IP Survey work and analysis and follow-up deep RC / Diamond tail drilling. This prospect is 5km to the west of the Mordialloc prospect where Kincora Copper / Rare-X are obtaining some interesting porphyry copper results,
- Aircore drill testing of the Greater Cowal Area that has approximately 40m of transported cover to obtain bedrock samples that show evidence of rock types, alteration, geochemistry or mineralisation supportive of a large scale mineralised system,
- General exploration activities, government compliance and project evaluation, and
- Provide ongoing working capital for the Company.

### **Voluntary participation**

Participation in the SPP is entirely voluntary.

Before deciding on whether to participate in the SPP, you should consider the Company's latest financial statements and recent announcements to ASX (ASX:RIM) and, if you are in any doubt, consult your independent financial and taxation advisers.

If you do not wish to participate in the SPP, do nothing.

### **Issue Price of the Shares**

The issue price for each Share under the SPP will be \$0.0125 (1.25 cents) per Share (**Issue Price**), which is equal to the issue price under the Placement and which represents a 16.67% discount to Rimfire's closing price of \$0.0150 (1.5 cents) per Share or a discount of 18.83% to the Company's 5-day VWAP of \$0.0154 (1.54 cents) on 18 September 2020 (being the last trading day prior to the announcement of the Placement and SPP).

The current price of Shares can be obtained from the ASX website.

The market price of Shares may rise or fall from now to when the Shares are issued or allotted to you under the SPP. If you apply to participate in the SPP by completing and returning the Application Form (or otherwise making a valid Application in accordance with the Terms and Conditions), you are accepting the risk that the market price of Shares may change between the time you make your Application and the Allotment Date. This means it is possible that, up to or after the Allotment Date, you may be able to buy Shares at a lower price than the Issue Price.

### **Eligible Shareholders**

Eligible Shareholders under the SPP are registered holders of Shares in the Company at 7.00pm Melbourne time on Thursday, 24 September 2020 (**Record Date**) having a registered address in either Australia or New Zealand.

The SPP is also being extended to Eligible Shareholders who are Custodians or nominees to participate on behalf of Eligible Beneficiaries on the Terms and Conditions.

The Company has determined that the SPP may only be accepted by residents of Australia and New Zealand. To the extent that you hold Shares on behalf of another person resident outside Australia or New Zealand, it is your responsibility to ensure that acceptance of the SPP complies with all applicable laws.

**Non-transferable**

The SPP offer is non-renounceable and cannot be transferred to any other person.

**Investment amount**

If you are an Eligible Shareholder, you may apply to purchase a Parcel of Shares valued at \$2,500, \$5,000, \$10,000, \$15,000, \$20,000, \$25,000 or \$30,000.

The number of Shares issued to an applicant will be rounded up to the nearest whole number after dividing the application monies by the Issue Price.

If Applications are scaled back, Eligible Shareholders participating in the SPP may be allocated fewer New Shares than the number for which you applied. In such a case, any excess Application monies will be refunded without interest.

If there is a scale back, the Company may in its absolute discretion determine the manner in which it applies the scale back. Any scale back will be announced with the results of the SPP on or about 26 October 2020.

**How to apply**

You may apply for Shares by:

- (a) completing your Application Form and returning it to the Company's Share Registry in accordance with the instructions on the Application Form and making an EFT payment to the account details shown on your Application Form quoting your unique reference number; or
- (b) by making a BPAY® payment (for Australian Shareholders only) using the customer reference number shown on your Application Form, in which case you do not need to return your Application Form.

If you make a payment by EFT or BPAY® and the Company receives an amount that is less than the whole amount for which Shares may be applied (see section 4.6 of this Offer Booklet) the value of Shares for which you apply will be rounded down to the next lowest whole amount (see section 4.6 of this Offer Booklet). Any amount not applied to your Application will be refunded without interest.

Please do not forward cash, cheque or a money order. Receipts for payment will not be issued. Applications must be received by 5.00pm (Melbourne time) on Wednesday, 21 October 2020. Applications received after that time will not be accepted.

Applications and payments under the SPP may not be withdrawn once they have been received by Rimfire.

Application money will not bear interest as against Rimfire under any circumstances.

Please read your Application Form for further details of how to apply for Shares under the SPP.

### **Rights attached to Shares**

Shares issued under the SPP are fully paid ordinary shares in the Company.

Shares issued under the SPP will rank equally with the existing fully paid ordinary shares of the Company, carrying the same voting rights and other entitlements.

### **Custodians and nominees**

If you are a Custodian and you hold Shares on behalf of one or more persons that are not Custodians but are Eligible Beneficiaries (each a **Participating Beneficiary**), you may contribute a maximum of \$30,000 in applying for Shares for each Participating Beneficiary on whose behalf you or a downstream Custodian holds Shares (but joint holders are taken to be a single holder). This is subject to you providing Rimfire with a Custodian certificate (**Custodian Certificate**) certifying the following:

- (a) that you are a Custodian (as that term is defined in paragraph 4 of ASIC Instrument 2019/547);
- (b) that you held Shares on behalf of the Participating Beneficiary as at the Record Date who has instructed you to apply for Shares on their behalf under the SPP and that the Participating Beneficiary was provided with a copy of this Offer Booklet before giving such instruction;
- (c) there are no Participating Beneficiaries in respect of which the total Issue Price for the following exceeds \$30,000:
  - (i) the shares or interests applied for by you under the SPP are in accordance with the instructions of the Participating Beneficiaries; and
  - (ii) any other Shares issued to you in the 12 months before the Application as a result of an instruction given by a Participating Beneficiary to you or a downstream Custodian to apply for Shares on their behalf under an arrangement similar to the SPP; and
- (d) that the matters required by paragraph 8(3) of ASIC Instrument 2019/547 have been complied with, and that the information given by the Custodian in that Custodian Certificate is true, correct and not misleading.

Custodians who wish to apply on behalf of one or more Participating Beneficiaries should contact the Company's Share Registry, Computershare Investor Services Pty Limited, on 1300 850 505 (within Australia) +61 (0)3 9415 4000 (Overseas) between the hours of 8:30am and 7:00pm (Melbourne time), Monday to Friday to obtain a Custodian Certificate. Applications by Custodians must be accompanied by a completed Custodian Certificate.

If you are not a Custodian, the rules for multiple single holdings apply and you may only contribute a maximum of \$30,000 in applying for Shares. Custodians are not eligible to participate on behalf of a person who resides outside Australia or New Zealand.

### **Issue of Shares**

Holding statements are expected to be despatched on Monday, 2 November 2020.

### **Oversubscriptions**

The amount that each Eligible Shareholder can apply for under the SPP is capped at \$30,000.

The SPP Cap is designed to ensure all Eligible Shareholders have a reasonable opportunity to participate equitably by:

- ensuring that Eligible Shareholders who decide not to participate in the SPP are not significantly diluted; and
- enabling those who elect to participate in the SPP Offer to do so in a meaningful way.

If there is a scale back, the Company may in its absolute discretion determine the manner in which it applies the scale back. Any scale back will be announced with the results of the SPP on or about 26 October 2020.

If there is a scale back, you may not receive all the Shares for which you have applied. If a scale back produces a fractional number when applied to your Parcel, the number of Shares you will be allotted will be rounded down.

If there is a scale back, Rimfire will refund to you, the difference between your Application money and the total Issue Price for the Shares allotted to you (provided that you will not receive a refund for an amount which is less than the Issue Price of one Share). Any excess Application monies will be refunded without interest.

### **Refunds**

Any application monies refunded by Rimfire will be paid by cheque or direct credit (the payment method will be determined by Rimfire in its absolute discretion) in Australian currency. By applying for Shares, each Eligible Shareholder authorises Rimfire to pay any monies to be refunded by using the payment instructions of the Eligible Shareholder recorded in the Share Registry's records if Rimfire should elect to pay in this manner.

### **More information**

If you have any further queries in relation to the SPP, please contact the Company Secretary, on +61 3 9692 7222 between the hours of 8:30am and 5:00pm (Melbourne time), Monday to Friday. For any other registry related enquiries, please contact the Company's Share Registry, Computershare Investor Services Pty Limited, on 1300 850 505 (within Australia) +61 (0)3 9415 4000 (Overseas) between the hours of 8:30am and 7:00pm (Melbourne time), Monday to Friday.

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## 4. Terms and Conditions

The Share Purchase Plan (**SPP**) being offered by Rimfire Pacific Mining NL (ASX:**RIM**) (**Rimfire** or the **Company**) provides Eligible Shareholders (refer to section 4.2 below) with the opportunity to purchase additional fully paid ordinary shares in the Company (**Shares**) without incurring brokerage and other transaction costs.

The Company is offering the SPP to allow Eligible Shareholders the opportunity to increase their holding in the Company in a cost effective manner, at the Issue Price set out in section 4.5 below.

Details of the SPP and how to participate are set out below.

The previous sections of this Offer Booklet and the Application Form form part of these Terms and Conditions.

Terms used in this Offer Booklet are defined in the Glossary in Section 6.

### 4.1 Offer

- 4.1.1 The Company offers each Eligible Shareholder the opportunity to purchase up to \$30,000 of SPP Shares under the SPP subject to and in accordance with the terms and conditions set out below, in the previous sections of this Offer Booklet and the Application Form (**Offer**).
- 4.1.2 The Offer opens on Wednesday, 7 October 2020 and closes at 5.00 pm (Melbourne time) on Wednesday, 21 October 2020 (or such other date as the Company determines, in its absolute discretion).
- 4.1.3 Participation in the SPP is voluntary. If you choose not to participate in the SPP, your right to participate lapses at the Closing Date, being 5.00 pm Melbourne time on Wednesday, 21 October 2020 (or such other date as the Company determines, in its absolute discretion).
- 4.1.4 The Offer is non-transferable and, therefore, Eligible Shareholders cannot transfer their right to purchase Shares to a third party.
- 4.1.5 The Offer to each Eligible Shareholder (whether as a Custodian or on its own account) is made on the same terms and conditions.

### 4.2 Eligible Shareholders

Registered holders of Shares in the Company at 7.00pm Melbourne time on Thursday, 24 September 2020 (**Record Date**) having a registered address in either Australia or New Zealand are eligible to participate in the SPP (**Eligible Shareholders**).

The Company has determined that the SPP may only be accepted by residents of Australia and New Zealand. In the opinion of the Company these places are the only places in which it is lawful and practical for the Company to offer the SPP. To the extent that you hold Shares on behalf of another person resident outside Australia or New Zealand, it is your responsibility to ensure that acceptance of the Offer complies with all applicable laws.

### 4.3 Eligible Shortfall Participants

Any Shares not taken up by Eligible Shareholders pursuant to the SPP Offer will form the SPP Shortfall of up to \$0.5m.

The offer under the SPP Shortfall is made to Eligible Shortfall Participants, being the Underwriter as full underwriter of the SPP Offer and any sub-underwriters or Nominees appointed by the Underwriter of up to \$0.5m.

The terms for the Shares to be issued under the SPP shortfall shall be on the same terms as the Shares offered under the SPP Offer.

The Underwriter has the right to nominate and determine who is to receive all of the Shares under the SPP Shortfall.

#### **4.4 Fees**

The Underwriter will underwrite the Underwritten Amount pursuant to the Underwriting Agreement. There are no fees associated with the Underwriting Agreement.

All other costs, including any sub-underwriting fees will be paid by the Underwriter (as appropriate).

#### **4.5 Issue Price**

The issue price for each Share under the SPP will be \$0.0125 (1.25 cents) per Share, which is equal to the issue price under the Placement and which represents a 16.67% discount to the Company's closing price of \$0.0150 (1.5 cents) or a discount of 18.83% to the Company's 5-day VWAP of \$0.0154 (1.54 cents) per Share on 18 September 2020 (being the last trading day prior to the announcement of the Placement and SPP) (**Issue Price**).

The current price of Shares can be obtained from the ASX website. You agree to pay the Issue Price for each Share you apply for.

#### **4.6 Size of Investment**

If you are an Eligible Shareholder, you may apply to purchase a Parcel of Shares valued at \$2,500, \$5,000, \$10,000, \$15,000, \$20,000, \$25,000 or \$30,000. This Parcel may be subject to a scale back and rounding.

Eligible Shareholders may only acquire a maximum of \$30,000 worth of Shares under a share purchase plan in any 12-month period. This means that Eligible Shareholders must not acquire more than \$30,000 worth of Shares, in aggregate, under this SPP. These limitations apply even if you receive more than one Application Form or if you hold Shares in more than one capacity, e.g. if you are both a sole and joint holder of Shares as described below.

#### **4.7 Amount to be raised and scale back**

If there is a scale back, the Company may in its absolute discretion determine the manner in which it applies the scale back. Any scale back will be announced with the results of the SPP on or about 26 October 2020.

If there is a scale back, you may not receive all the Shares for which you have applied. If a scale back produces a fractional number when applied to your Parcel, the number of Shares you will be allotted will be rounded down.

If there is a scale back, the Company will refund to you by direct credit deposit to your nominated bank account or by cheque, the difference between your Application money and the total Issue Price for the Shares allotted to you (provided that you will not receive a refund for an amount which is less than the Issue Price of one Share). If Applications are scaled back, any excess Application monies will be refunded without interest.

#### **4.8 Applications may be refused in full or part**

The Company reserves the right to reject all or any part of an Application received under the SPP in its absolute discretion. If an Application is rejected, any Application monies will be refunded without interest.

## 4.9 Application for Shares under the SPP

4.9.1 You may apply for Shares by:

- (a) completing your Application Form and returning it to the Company's Share Registry in accordance with the instructions on the Application Form and making an EFT payment to the account details shown on your Application Form quoting your unique reference number; or
- (b) by making a BPAY® payment (for Australian Shareholders only) using the customer reference number shown on your Application Form, in which case you do not need to return your Application Form.

4.9.2 If you make a payment by EFT or BPAY® and the Company receives an amount that is less than the whole amount for which Shares may be applied (see section 4.6 of this Offer Booklet) the value of Shares for which you apply will be rounded down to the next lowest whole amount (see section 4.6 of this Offer Booklet). Any amount not applied to your Application will be refunded without interest.

4.9.3 Please do not forward cash, cheque or a money order. Receipts for payment will not be issued. Applications must be received by 5.00pm (Melbourne time) on Wednesday 21 October 2020. Applications received after that time will not be accepted.

4.9.4 Applications and payments under the SPP may not be withdrawn once they have been received by the Company. Application money will not bear interest as against the Company under any circumstances.

4.9.5 Please read your Application Form for further details of how to apply for Shares under the SPP.

4.9.6 If you apply to participate in the SPP by submitting a BPAY® payment or completing and returning the Application Form, you represent, and represent on behalf of each person on whose account you are acting, that:

- (a) you are an Eligible Shareholder and are eligible to participate in the SPP;
- (b) all details and statements in your Application are true and complete and not misleading;
- (c) the total of the Application price for the following does not exceed \$30,000:
  - (i) the Shares the subject of your Application;
  - (ii) any Shares applied for under the SPP or under any similar arrangement in the 12 months before the date of your Application;
  - (iii) any other Shares which you have instructed a Custodian to acquire on your behalf under the SPP; and
  - (iv) any other Shares issued to a Custodian under an arrangement similar to the SPP in the 12 months before the date of your Application for the Shares under the SPP as a result of an instruction given by the holder to the Custodian and which resulted in you holding a beneficial interest in such Shares,
- (d) you acknowledge that the Shares have not, and will not be, registered under the Securities Act or the securities laws of any state or other jurisdictions in the United States, or in any other jurisdiction outside Australia or New Zealand, and accordingly, the Shares may not be offered, sold or otherwise transferred except in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any other applicable securities laws; and

- (e) you have not and will not send any materials relating to the SPP to any person in the United States or that is, or is acting for the account or benefit of, a US person.

4.9.7 By accepting an Offer to acquire Shares under the SPP, you:

- (a) agree to be bound by the Company's constitution;
- (b) irrevocably and unconditionally agree to the Terms and Conditions and the terms and conditions of the Application Form and agree not to do any act or thing that would be contrary to the Rimfire, intention or purpose of the SPP;
- (c) agree that your Application will be irrevocable and unconditional (that is, it cannot be withdrawn);
- (d) acknowledge that none of the Company, its advisers or agents, has provided you with any financial product or investment advice or taxation advice in relation to the SPP, or has any obligation to provide such advice;
- (e) acknowledge that the Company and its officers and agents, are not liable for any consequences of the exercise or non-exercise of its discretions referred to in these Terms and Conditions;
- (f) agree to pay the Issue Price per Share up to the maximum of:
  - (i) the value you have selected on the Application Form; or
  - (ii) the maximum value of your BPAY payment;
- (g) authorise the Company to correct any minor errors in your Application Form;
- (h) agree that the Company may determine that your Application Form is valid even if it is incomplete, contains errors or is otherwise not completed in accordance with the Terms and Conditions;
- (i) acknowledge that no interest will be paid on any Application monies held pending the issue of Shares or subsequently refunded to you for any reason;
- (j) accept the risk associated with any refund that may be dispatched to you by direct credit or cheque to your address shown on the Register; and
- (k) agree that the Company is not responsible for any loss suffered by you if you do not receive any refund of Application money due to you under the Terms and Conditions provided the Company has sent the refund to your address or nominated bank account shown on the Register.

#### **4.10 Participation by singleholders**

If you are an Eligible Shareholder and you have received more than one Offer under the SPP (for example, because you hold more than one shareholding under separate share accounts), you may not apply for Shares with an Application value exceeding \$30,000 under the SPP. This is because the maximum amount that may be raised by law under a share purchase plan from each eligible holder in any 12-month period is \$30,000. By applying for Shares under the SPP, you certify that you have not exceeded this limit. The Company reserves the right to reject any Application for Shares where it believes there has not been compliance with this requirement.

#### **4.11 Participation by jointholders**

If two or more persons are recorded in the register of members as jointly holding Shares, they will be taken to be a single registered holder for the purposes of the SPP. Joint holders are only entitled to participate in the SPP in respect of that single holding.

#### 4.12 Participation on behalf of beneficial owners by custodians, trustees or nominees

- 4.12.1 If you are a Custodian and you hold Shares on behalf of one or more persons that are not Custodians but who are Eligible Beneficiaries (each a **Participating Beneficiary**), you may contribute a maximum of \$30,000 in applying for Shares for each Participating Beneficiary on whose behalf you or a downstream Custodian holds Shares (but joint holders are taken to be a single holder). This is subject to you providing the Company with a Custodian certificate (**Custodian Certificate**) certifying the following:
- (a) that you are a Custodian (as that term is defined in paragraph 4 of ASIC Instrument 2019/547);
  - (b) that you held Shares on behalf of the Participating Beneficiary as at the Record Date who has instructed you to apply for Shares on their behalf under the SPP and that the Participating Beneficiary was provided with a copy of this Offer Booklet before giving such instruction;
  - (c) there are no Participating Beneficiaries in respect of which the total Issue Price for the following exceeds \$30,000:
    - (i) the shares or interests applied for by you under the SPP in accordance with the instructions of the Participating Beneficiaries; and
    - (ii) any other Shares issued to you in the 12 months before the Application as a result of an instruction given by Participating Beneficiaries to you or a downstream Custodian to apply for Shares on their behalf under an arrangement similar to the SPP; and
  - (d) that the matters required by paragraph 8(3) of ASIC Instrument 2019/547 have been complied with, and that the information given in Custodian Certificate is true, correct and not misleading.
- 4.12.2 Custodians who wish to apply on behalf of one or more Participating Beneficiaries should contact the Company's Share Registry, Computershare Investor Services Pty Limited, on 1300 850 505 (within Australia) +61 (0)3 9415 4000 (Overseas) between the hours of 8:30am and 7:00pm, Monday to Friday to obtain a Custodian Certificate. Applications by Custodians must be accompanied by a completed Custodian Certificate.
- 4.12.3 If you are not a Custodian, the rules for multiple single holdings apply and you may only contribute a maximum of \$30,000 in applying for Shares. Custodians are not eligible to participate on behalf of a person who resides outside Australia or New Zealand.

#### 4.13 SPP Shares

Shares issued under the SPP are fully paid ordinary shares in the Company.

Shares issued under the SPP will rank equally with the existing fully paid ordinary shares of the Company, carrying the same voting rights and other entitlements.

#### 4.14 Underwriting

The SPP is fully underwritten by the Underwriter, Trans Global Capital Ltd. Accordingly, if no subscriptions are received for SPP Shares under the SPP, the Underwriter (including any sub-underwriters appointed by the Underwriter) will be required to subscribe for \$0.5m worth of Shares. Likewise, if subscriptions are received for \$0.5m worth of Shares under the SPP, the Underwriter (nor any sub-underwriters appointed by the Underwriter) will not have any obligation to subscribe for Shares.

#### **4.15 Quotation and notification of allotment**

The Company will apply for the Shares to be quoted on ASX which is expected to commence on or around Friday, 30 October 2020. You will be sent a holding statement or confirmation of allotment on Monday, 2 November 2020.

#### **4.16 Foreign securities restrictions**

The SPP is only being extended to Shareholders with a registered address in Australia or New Zealand. This Offer Booklet (and the accompanying Application Form) does not constitute an offer of securities in the Company in any jurisdiction in which such an offer would be illegal.

To the extent that a Shareholder holds Shares on behalf of another person resident outside Australia or New Zealand, it is that Shareholder's responsibility to ensure that any acceptance complies with all applicable foreign laws.

##### ***New Zealand***

This Offer Booklet has not been registered, filed with or approved by any New Zealand regulatory authority under the Financial Markets Conduct Act 2013 (New Zealand) (FMC Act). The New Shares are not being offered or sold in New Zealand (or allotted with a view to being offered for sale in New Zealand) other than to a person who:

- (a) is an investment business within the meaning of clause 37 of Schedule 1 of the FMC Act;
- (b) meets the investment activity criteria specified in clause 38 of Schedule 1 of the FMC Act;
- (c) is large within the meaning of clause 39 of Schedule 1 of the FMC Act;
- (d) is a government agency within the meaning of clause 40 of Schedule 1 of the FMC Act; or
- (e) is an eligible investor within the meaning of clause 41 of Schedule 1 of the FMC Act.

The New Shares are not being offered or sold to retail investors within New Zealand other than to existing Shareholders of the Company with registered addresses in New Zealand to whom the offer of the New Shares is being made in reliance on the Financial Markets Conduct Act 2013 and the Financial Markets Conduct (Incidental Offers) Exemption Notice 2016.

This Offer Booklet has not been registered, filed with or approved by any New Zealand regulatory authority. This Offer Booklet is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

##### ***United States***

Neither Offer Booklet nor the Application Form constitutes an offer of securities in the United States or to, or for the account or benefit of any US person.

The Shares to be issued under this SPP have not been and will not be registered under the Securities Act, or the securities laws of any state or other jurisdiction of the United States.

In order to comply with relevant securities laws, the Shares to be issued under this SPP may not be offered to Shareholders located in the United States or to Shareholders who are, or who are acting for the account or benefit of, US persons.

Because of these legal restrictions, you must not send copies of the Terms and Conditions or any other material relating to the SPP to any person resident in the United States or any person who is, or is acting for the account or benefit of, US persons.

Consistent with the warranties contained in the Terms and Conditions and the accompanying Application Form, you may not submit any completed Application Forms for any person resident in the United States or who is, or is acting for the account or benefit of, US persons. Failure to comply with these restrictions may result in violations of applicable securities laws.

#### **4.17 ASIC Instrument 2019/547**

The Offer of securities under the SPP is made in accordance with ASIC Instrument 2019/547 which grants relief from the requirement to prepare a prospectus for the Offer of the Shares under the SPP.

#### **4.18 Withdrawal, suspension, termination, anomalies and disputes**

The Company reserves the right to waive strict compliance with any provision of the Terms and Conditions, to amend or vary the Terms and Conditions and to suspend or terminate the SPP at any time. Any such amendment, variation, suspension or termination will be binding on all Eligible Shareholders even where the Company does not notify you of that event. The Company may make determinations in any manner it thinks fit, including in relation to any difficulties, anomalies or disputes which may arise in connection with or by reason of the operation of the SPP, whether generally or in relation to any participant or Application. Any determinations by the Company will be conclusive and binding on all Eligible Shareholders and other persons to whom the determination relates.

#### **4.19 Privacy policy**

Chapter 2C of the Corporations Act requires information about you as securityholder (including your name, address and details of the securities you hold) to be included in the public register of the entity in which you hold securities. This information must continue to be included in the public register if you cease to be a Shareholder.

The Company and its Share Registry may collect personal information to process your Application Form, implement the SPP and administer your shareholding. The personal information contained in the share register is also used to facilitate payments and corporate communications (including financial results, annual reports and other information to be communicated to Shareholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act.

Your personal information may be disclosed to joint investors, the Share Registry, to securities brokers, to third party service providers, including print and mail service providers, technology providers and professional advisers, to related entities of the Company and its agents and contractors, and to ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Taxation Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom your personal information may be disclosed may be located overseas.

The Company's privacy policy is available on its website:

<https://www.rimfire.com.au/site/privacy>

The Share Registry's privacy policy is available on its website:

<https://www.computershare.com/au/privacy-policies>

#### **4.20 Variation and termination**

4.20.1 The Company reserves the right at any time to:

- (a) amend or vary these Terms and Conditions;
- (b) waive strict compliance with any provision of these Terms and Conditions;
- (c) withdraw the Offer or suspend or terminate the SPP;
- (d) vary the timetable for the SPP, including the Closing Date; and
- (e) not accept an application, not issue Shares or issue Shares to a value less than that applied for under the SPP by an Eligible Shareholder (including a Custodian or nominee applying on behalf of its Eligible Beneficiaries).

4.20.2 In the event that the SPP is withdrawn or terminated, all application monies will be refunded. No interest will be paid on any money returned to you.

#### **4.21 Taxation**

None of the Company, its officers, employees, advisers or agents makes any representations or warranties about, and accepts no responsibility for, the liability of Eligible Shareholders to pay income tax in respect of any issue of Shares, payment or other transaction under the SPP.

#### **4.22 Governing law**

This Offer is governed by the law in force in Victoria, Australia. By accepting this Offer, you submit to the exclusive jurisdiction of the courts of Victoria, Australia.

#### **4.23 Inconsistency**

These Terms and Conditions prevail to the extent of any inconsistency with the Application Form.

#### **4.24 Contact us**

If you have any further queries in relation to the SPP, please contact the Company Secretary, on +61 3 9692 7222 between the hours of 8:30am and 5:00pm (Melbourne time), Monday to Friday. For any other registry related enquiries, please contact the Company's Share Registry, Computershare Investor Services Pty Limited, on 1300 850 505 (within Australia) +61 (0)3 9415 4000 (Overseas) between the hours of 8:30am and 7:00pm (Melbourne time), Monday to Friday.

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### **5. Additional Information**

#### **5.1 Underwriting Agreement**

The Company and the Underwriter have entered into an Underwriting Agreement dated, 2 October 2020, pursuant to which the Underwriter has agreed to fully underwrite the SPP Offer up to a maximum of \$0.5m. Pursuant to the Underwriting Agreement, the Underwriter will appoint sub-underwriters to the Offer.

##### **5.1.1 Fees and expenses**

The Underwriter will underwrite the Underwritten Amount pursuant to the Underwriting Agreement. There are no fees associated with the Underwriting Agreement.

All other costs, including any sub-underwriting fees will be paid by the Underwriter (as appropriate).

#### 5.1.2 Termination events

The Underwriter may, at any time from the date of execution of the Underwriting Agreement until the Completion Date, terminate the Underwriting Agreement (without any cost or liability to the Underwriter) by notice to the Company, if specified events, including those set out below, occur:

(a) **Offer Document**

The Company does not lodge the Offer Document within the agreed timetable or the Offer is withdrawn by the Company.

(b) **Restriction on issue**

The Company is prevented from issuing the Outstanding Shares within the time required by this Agreement, the Corporations Act, the Listing Rules, any statute, regulation or order of a court of competent jurisdiction by ASIC, ASX or any court of competent jurisdiction or any governmental or semi governmental agency or authority.

(c) **ASIC hearing**

ASIC gives notice of its intention to hold a hearing under Section 739 of the Corporations Act in relation to the Offer Document to determine if it should make a stop order in relation to the Offer Document or ASIC makes an interim or final stop order in relation to the Offer Document under Section 739 of the Corporations Act.

(d) **Takeovers Panel**

The Takeovers Panel makes a declaration that circumstances in relation to the affairs of the Company are unacceptable circumstances under Pt 6.10 of the Corporations Act, which in the Underwriter's reasonable opinion has a Material Adverse Effect.

(e) **Event of Insolvency**

An Event of Insolvency occurs in respect of the Company.

(f) **Indictable offence**

A director or senior manager of the Company is charged with an indictable offence.

(g) **Default**

Default or breach by the Company under this Agreement of any terms, condition, covenant or undertaking.

(h) **Contravention of Constitution or Act**

A material contravention by the Company of any provision of its constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX.

(i) **Adverse change**

An event occurs which gives rise to a Material Adverse Effect or any adverse change or any development including a likely Material Adverse Effect after the date of this Agreement in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of the Company.

(j) **Change in Act or Policy**

There is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective Act or budget or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy that has not been publicly disclosed or proposed as at the date of this Agreement.

(k) **Prescribed Occurrence**

A Prescribed Occurrence occurs.

(l) **Litigation**

Litigation, arbitration, administrative or industrial proceedings are after the date of this Agreement commenced against the Company, other than any claims foreshadowed in the Offer Document.

(m) **Board and senior management composition**

There is a change in the composition of the Board or a change in the senior management of the Company before the date of issue of the Outstanding Shares without the prior written consent of the Underwriter, such consent not to be unreasonably withheld.

(n) **Change in shareholdings**

There is a material change in the major or controlling shareholdings of the Company (other than as a result of the Offer or a matter disclosed in the Offer Document) or a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to the Company.

(o) **Timetable**

There is a delay in any specified date in the Timetable which is greater than 5 Business Days.

(p) **Force Majeure**

a Force Majeure affecting the Company's business or any obligation under the Agreement lasting in excess of 7 days occurs.

(q) **Certain resolutions passed**

The Company passes or takes any steps to pass a resolution under Section 254N, Section 257A or Section 260B of the Corporations Act or a resolution to amend its constitution without the prior written consent of the Underwriter.

(r) **Market Conditions**

A suspension or material limitation in trading generally on ASX occurs or any material adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, Japan, the United Kingdom, the United States of America or other international financial markets.

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## 6. Glossary and Interpretation

### 6.1 Definitions

In this Offer Booklet, unless the context otherwise requires:

**A\$, \$, or AUD** means the currency of Australia.

**Allotment Date** means the date on which Shares are allotted under the SPP.

**Application** means a correctly completed and submitted Application Form and EFT payment or a payment via BPAY®.

**Application Form** means the application form attached to this Offer Booklet.

**ASIC** means the Australian Securities and Investments Commission.

**ASIC Instrument 2019/547** means ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547.

**ASX** means ASX Limited ACN 008 624 691, and where the context requires, the Australian Securities Exchange.

**ASX Listing Rules** means the official listing rules of ASX as amended, varied, modified or waived from time to time.

**ASX Settlement** means ASX Settlement Pty Ltd ACN 008 504 532.

**ASX Settlement Operating Rules** means the operating rules of ASX Settlement which govern the administration of CHESS.

**Beneficiary** means a person on whose behalf a Custodian or nominee is holding Shares at 7.00pm (Melbourne time) on the Record Date.

**Board** means the board of directors of the Company.

**Closing Date** means the date that the Offer closes, being 5.00 pm Melbourne time on Wednesday, 21 October 2020 (unless varied).

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

**Custodian** means a custodian, trustee or nominee within the definition of "custodian" in ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547.

**EFT** means Electronic Funds Transfer.

**Eligible Beneficiary** means a Beneficiary with a registered address in either Australia or New Zealand, provided that such a Beneficiary is not in the United States.

**Eligible Shareholder** means registered holders of Shares in the Company on the Record Date having a registered address in either Australia or New Zealand.

**Eligible Shortfall Participants** means the Underwriter and any sub-underwriter or nominee in connection with the Underwriter's obligations under the Underwriting Agreement.

**Junior Mineral Exploration Incentive (JMEI)** means the JMEI scheme that has been put in place by the Federal Government and administered by the Australian Taxation Office. The JMEI scheme provides credits that allows greenfields mineral exploration companies to give up a portion of their tax losses from eligible greenfields mineral exploration expenditure for distribution to eligible investors. The final JMEI credit entitlement amount will be determined after lodgement of the Company's 2020/21 tax return.

**Issue Price** means the issue price for each Share under the SPP being \$0.0125 (1.25 cents) per Share.

**Offer** means the offer to Eligible Shareholders to participate in the SPP by subscribing for up to \$30,000 worth of Shares subject to the Terms and Conditions.

**Offer Booklet** means this offer booklet in respect of the SPP, including the Application Form.

**Parcel** means a parcel of Shares in respect of an amount of \$2,500, \$5,000, \$10,000, \$15,000, \$20,000, \$25,000 or \$30,000, at the Issue Price.

**Placement** means the placement of approximately 168 million Shares, each at an issue price of \$0.0125 (1.25 cents) per Share to raise \$2.1 million (before costs) to "Sophisticated Investors", "Professional Investors" or "Other Investors" within the meaning of sections 708(1), 708(8), 708(11) and those who do not require a disclosure document under 708 of the Corporations Act.

**Placement Shares** means the Shares issued under the Placement.

**Record Date** means 7.00pm Melbourne Time on Thursday, 24 September 2020.

**Register** means the register of members of the Company maintained by the Share Registry.

**Securities Act** means the Securities Act 1933 of the United States of America.

**Share** means a fully paid ordinary share in Rimfire.

**Share Registry** means Computershare Investor Services Pty Limited.

**Shareholder** means a person registered in the register of members of Rimfire as a holder of one or more Rimfire Shares.

**Rimfire or Company** means Rimfire Pacific Mining NL ACN 006 911 744.

**SPP or Share Purchase Plan** means this share purchase plan.

**SPP Cap** means \$0.5 million.

**Terms and Conditions** means the terms and conditions of the SPP set out in this Offer Booklet and including the Application Form.

**Underwriter** means Trans Global Capital Ltd.

**Underwriting Agreement** means the underwriting agreement between the Company and the Underwriter dated 2 October 2020, a summary of which is set out in section 5.1 of this Offer.

## 6.2 Interpretation

In this Offer Booklet, unless the context otherwise requires:

6.2.1 the singular includes the plural and vice versa;

6.2.2 a reference to an individual or person includes a corporation, firm, partnership, joint venture, association, authority, trust, state or government and vice versa;

- 6.2.3 a reference to any gender includes all genders;
- 6.2.4 All references to \$ or dollars in this Offer Booklet are references to Australian dollars unless otherwise indicated;
- 6.2.5 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 6.2.6 a term not specifically defined in this Offer Booklet has the meaning given to it (if any) in the Corporations Act or the ASX Settlement Operating Rules, as the case may be;
- 6.2.7 unless otherwise specified, a reference to a section, clause, annexure or schedule is to a section, clause, annexure or schedule of or to this Offer Booklet;
- 6.2.8 a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- 6.2.9 a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation under, that legislation or legislative provision;
- 6.2.10 the words “including”, “such as”, “particularly” and similar expressions do not imply limitation; and
- 6.2.11 headings are for convenience of reference only and do not affect interpretation.

**rimfire**



**rimfire pacific mining nl**  
abn 59 006 911 744

**For all enquiries:**

**Phone:**



Company Secretary +61 3 9692 7222



**Email:**

[www.investorcentre.com/contact](http://www.investorcentre.com/contact)

**Make your payment:**



See overleaf for details of the Offer and how to make your payment

## Share Purchase Plan Application Form

 **Your payment must be received by 5:00pm (AEDT) Wednesday, 21 October 2020**

This is an important document that requires your immediate attention.

It can only be used in relation to the shareholding represented by the details printed overleaf. If you are in doubt about how to deal with this form, please contact your financial or other professional adviser.

By making payment you agree to be bound by the Constitution of Rimfire Pacific Mining NL and that the submission of this payment constitutes an irrevocable offer by you to subscribe for Rimfire Pacific Mining NL shares on the terms of the Share Purchase Plan (SPP).

In addition, by making payment you certify that the aggregate of the application price paid by you for:

- the New Shares the subject of the payment slip overleaf; and
- any other shares and interests in the class applied for by you under the SPP or any similar arrangement in the 12 months prior to the date of submission of the payment, does not exceed \$30,000.

Rimfire Pacific Mining NL may make determinations in any manner it thinks fit, in relation to any difficulties which may arise in connection with the SPP whether generally or in relation to any participant or application.

Any determinations by Rimfire Pacific Mining NL will be conclusive and binding on all Eligible Shareholders and other persons to whom the determination relates. Rimfire Pacific Mining NL reserves the right to waive strict compliance with any provision of the terms and conditions of the SPP, to amend or vary those terms and conditions or to suspend or terminate the SPP at any time. Any such amendment, suspension or termination will be binding on all Eligible Shareholders even where Rimfire Pacific Mining NL does not notify you of that event.

### Step 1: Registration Name & Offer Details

Details of the shareholding and the Offer are shown overleaf.

Please check the details provided and update your address via [www.investorcentre.com](http://www.investorcentre.com) if any of the details are incorrect.

If you have a CHESSE sponsored holding, please contact your Controlling Participant to notify a change of address.

### Step 2: Make Your Payment

Your payment must correspond to one of the options detailed overleaf.

You may choose one option only. Note that the amount chosen may be subject to scale back in accordance with the terms of the SPP.

Under the SPP, payment can only be made via **BPAY** in Australian dollars drawn on an Australian branch of a financial institution. When making your **BPAY** payment, please use the specific biller code and your unique reference number provided overleaf. As payment is instructed by **BPAY**, there is no requirement to return this Application Form.

**New Zealand holders only:**

Please email to [corpactprocessing@computershare.com.au](mailto:corpactprocessing@computershare.com.au) with your SRN or HIN for instructions on how to make your payment electronically.

# Share Purchase Plan Application Form

STEP 1

## Registration Name & Offer Details

 For your security keep your SRN/HIN confidential.

Registration Name:

Entitlement No:

Offer Details:

Record date:

7:00pm (AEST) Thursday, 24 September 2020

Minimum value available to purchase:

\$2,500

Maximum value available to purchase:

\$30,000

STEP 2

## Make Your Payment by 5:00pm (AEDT) Wednesday, 21 October 2020

To avoid postal delay make your payment via **BPAY** either online or by phone with your bank using the payment details below.

### BPAY



Bill Code: 334532  
Ref No:

Contact your financial institution to make your payment from your cheque or savings account.

### BPAY

Neither Computershare Investor Services Pty Limited (CIS) nor Rimfire Pacific Mining NL accepts any responsibility for loss incurred through incorrectly completed BPAY payments. It is the responsibility of the applicant to ensure that funds submitted through BPAY are received by this time. Eligible Shareholders should use the customer reference number shown on this Application Form when making a BPAY payment.

### Privacy Notice

The personal information you provide on this form is collected by CIS, as registrar for the securities issuer (the **issuer**), for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. In addition, the issuer may authorise us on their behalf to send you marketing material or include such material in a corporate communication. You may elect not to receive marketing material by contacting CIS using the details provided above or emailing [privacy@computershare.com.au](mailto:privacy@computershare.com.au). We may be required to collect your personal information under the Corporations Act 2001 (Cth) and ASX Settlement Operating Rules. We may disclose your personal information to our related bodies corporate and to other individuals or companies who assist us in supplying our services or who perform functions on our behalf, to the issuer for whom we maintain securities registers or to third parties upon direction by the issuer where related to the issuer's administration of your securityholding, or as otherwise required or authorised by law. Some of these recipients may be located outside Australia, including in the following countries: Canada, India, New Zealand, the Philippines, the United Kingdom and the United States of America. For further details, including how to access and correct your personal information, and information on our privacy complaints handling procedure, please contact our Privacy Officer at [privacy@computershare.com.au](mailto:privacy@computershare.com.au) or see our Privacy Policy at [www.computershare.com/au/privacy-policies](http://www.computershare.com/au/privacy-policies).

Detach here

## Purchase Details for Rimfire Pacific Mining NL (choose one option)

- \$2,500 worth of securities OR  \$5,000 worth of securities OR  \$10,000 worth of securities  
 \$15,000 worth of securities OR  \$20,000 worth of securities OR  \$25,000 worth of securities  
 \$30,000 worth of securities

Entitlement No:



BPAY is the most efficient and secure form of payment. Your BPAY payment details are shown above.

Contact Name \_\_\_\_\_

Daytime Telephone \_\_\_\_\_