

Electro Optic Systems Holdings Limited Omnibus Equity Incentive Plan Rules

Electro Optic Systems Holdings Limited ACN 092 708 364

Adopted by the Board on 6th December 2023

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Electro Optic Systems Holdings Limited Omnibus Equity Incentive Plan Rules

1. Defined terms & interpretation

1.1 Defined terms

In these Rules, unless the contrary intention appears, the following terms have the meanings given below:

Acquiring Company has the meaning given to that term in Rule 16.7.

Adjustment Event has the meaning given to that time in Rule 14.1.

Applicable Law means any one or more or all, as the context requires of:

- (a) the Corporations Act;
- (b) the Listing Rules;
- (c) the Constitution;
- (d) the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth); and
- (e) any other legal requirement that applies to the Plan.

Application has the meaning given to that term in Rule 4.1(a).

Application Form means a form (whether physical or electronic) to apply for one or more Awards which has been completed by an Eligible Person in accordance with Rule 4.1(a).

Arrangement has the meaning given to that term in Rule 22.7(a).

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or the securities market it operates as the context requires.

Award means:

- (a) an Option;
- (b) a Right;
- (c) a Cash Award; or
- (d) such other instrument that the Board determines,

(as applicable), that is granted under these Rules in the absolute discretion of the Board, as specified in an Invitation Letter.

Bad Leaver means any Relevant Person who ceases to be Engaged by a Group Entity for one of the following reasons:

- (a) dishonesty or fraud by the Relevant Person;
- (b) the voluntary resignation of the Relevant Person;
- (c) the Relevant Person being charged with/convicted of a criminal offence punishable by imprisonment;
- (d) an event or circumstance involving:
 - (i) the Relevant Person being materially negligent in the performance of his or her duties or wilfully disobedient;
 - (ii) a material or persistent breach by the Relevant Person of:
 - (A) their Engagement with a Group Entity; or
 - (B) these Rules,

in each case, that was not remedied within the time permitted (if any) under the relevant document or, if no time period has been specified, that was not remedied within the period specified by the Board; or

- (e) the Relevant Person commits an act, whether at work or otherwise, which brings a Group Entity into serious disrepute.

Benefit has the meaning given to that term in Rule 22.7(a).

Board means all or some of the Directors of the Company acting as a board, and includes:

- (a) a committee of the Board; or
(b) a delegate of the Board.

Business Day means a day on which banks are open for general banking business in Canberra, Australia, excluding Saturdays, Sundays or public holidays in Canberra, Australia.

Cash Award means an Award specified by the relevant Invitation Letter to be a 'Cash Award', being a right to receive the payment of an amount of money from the Company in cash upon its Exercise.

A **Change of Control Event** occurs where:

- (a) a person (either alone or together with its Related Bodies Corporate) becomes, or will become, entitled to be registered as the holder of 50% or more of the Share Capital of the Company;
(b) there is a sale of all (or substantially all) of the business and assets of the Company;
(c) an administrator, liquidator, provisional liquidator, receiver or receiver and manager is appointed in respect of the Company or substantially all of the assets of the Company;
(d) a notice of a general meeting of the Company proposing a resolution to voluntarily wind-up the Company is dispatched to members of the Company; or
(e) any transaction or event is proposed that, in the opinion of the Board, is likely to result in one or more persons becoming entitled to exercise Control over the Company.

Change of Control Notice means a notice issued pursuant to Rule 16.2(a).

Claim means any claim, action, proceeding or demand, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Clawback Policy means any clawback policy adopted by the Company as amended from time to time.

Company means Electro Optic Systems Holdings Limited ACN 092 708 364.

Compulsory Transfer Awards has the meaning given to that term in Rule 15.1(c)(iii).

Compulsory Transfer Notice means the notice given under Rule 15.1(c)(iii).

Constitution means the constitution of the Company, as amended from time to time.

Control has the meaning given to that term in the Corporations Act.

Controller has the meaning given in section 9 of the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth), as in force from time to time.

Deal or Dealing means, in relation to an Award, a sale, transfer, gift or other disposal, or entry into a Derivative in relation to the Award, or the grant or disposal of an option to dispose of the Award, or the use of the Award as security or the grant of any Encumbrance over the Award, or the engagement in any other transaction involving a beneficial interest or a change in the legal or beneficial ownership of the Award, or the entry into any agreement to do any of the above things.

Derivative includes derivatives within the meaning given in section 761D of the Corporations Act (such as options, forward contracts, swaps, futures, warrants, caps and collars) and any other transaction or arrangement that operates to limit the economic exposure associated with holding an Award.

Director means a director of the Company from time to time.

Dispose means, in respect of an Award, to:

- (a) sell, assign, transfer, convey, grant an option over, grant or allow an Encumbrance or security interest over;
- (b) enter into any swap arrangement, any derivative arrangements or other similar arrangement involving a transfer of credit and/or market risk from a transferee to a transferor;
- (c) approve any scheme of arrangement or other capital reorganisation, the completion of which would result in any of the matters described in paragraphs (a) to (b) above occurring; or

otherwise dispose of a legal or beneficial interest in the Award, (and **Disposal** has a corresponding meaning).

Dividend Equivalent Payment means, in relation to an Option or Right, a payment in cash or in Shares that is equivalent to the value of dividends that would have been payable to the Participant had they been the holder of the underlying Shares over which the Option or Right is exercisable during a period determined by the Board.

Electronic Signature means any electronic signature, in whatever the form it takes.

Eligible Person means any person who is an employee, contractor, consultant, officer or director of any Group Entity, or such other person as determined by the Board from time to time by resolution.

Encumbrance means any security for the payment of money or performance of obligations including a mortgage, lien, charge, pledge, trust, power, preferential right, interest or arrangement, restrictive or positive covenant or any agreement to create any of them or allow them to exist.

Engagement means:

- (a) employment by any Group Entity; or
- (b) engagement as a director, company secretary, contractor or consultant of any Group Entity, (and **Engaged** has a corresponding meaning).

Exercise means the valid exercise of an Award in accordance with Rule 7.3.

Exercise Condition means, in relation to an Award, a condition which must be satisfied or waived before that Award can be exercised, as set out in the relevant Invitation Letter.

Exercise Notice means a notice (whether physical or electronic) given by, or on behalf of, the Participant (in the form determined by the Board from time to time) to Exercise an Award in accordance with Rule 7.

Exercise Price means the price payable (if any) by the Participant to Exercise the Award as set out in the relevant Invitation Letter.

Expiry Date means, in relation to an Award:

- (a) the 'expiry date' which is specified for that Award in the Invitation Letter (if any); or
- (b) if no date is specified, the Business Day prior to the 10 year anniversary of the date the Award is granted to the Participant.

Fair Market Value means, as of any date, the fair market value of an Award, as determined by an independent advisor acting on the instruction of the Company on the following basis and otherwise on a basis that the advisor considers appropriate:

- (a) accounting for the assumed life of any Award (which should be aligned to expiry or expected exercise absent the Change of Control Event); and
- (b) expected volatility and dividend yield should be based on the expected outlook for the businesses excluding the Change of Control Event.

Good Leaver means a Relevant Person who is not a Bad Leaver at the time they cease to be Engaged by a Group Entity.

Government Agency means any government, governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

Group means:

- (a) the Company and the Company's Subsidiaries from time to time; and

- (b) any other entity declared by the Board to be a member of the Group.

Group Entity means any entity within the Group.

Holding Lock means a mechanism arranged or approved by the Board and administered on behalf of the Company (including through its share registry or the Trustee) that prevents Shares being disposed of by a Participant.

Insolvency Event means:

- (a) for any body corporate, the happening of one or more of the following events:
- (i) except for the purpose of a solvent reconstruction or amalgamation which has the prior written consent of the body corporate's board:
 - (A) process is filed in a court seeking an order that it be wound up or that a Controller be appointed to it, unless the application is withdrawn, struck out or dismissed within seven days of it being filed; or
 - (B) an order is made that it be wound up or that a Controller be appointed to it; or
 - (C) a resolution that it be wound up is passed or proposed;
 - (ii) a liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or control of it;
 - (iii) an administrator is appointed to it, a resolution that an administrator be appointed to it is passed or proposed or any other steps are taken to appoint an administrator to it;
 - (iv) it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or members, or an assignment for the benefit of any of, or any class of, its creditors, or process is filed in a court seeking approval of any such arrangement, compromise or composition;
 - (v) a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors is proposed or effected;
 - (vi) any action is taken by ASIC with a view to its deregistration or its dissolution, or an application is successfully made to ASIC resulting in such action being taken;
 - (vii) it is insolvent within the meaning of section 95A of the Corporations Act, states that it is unable to pay its debts or it is presumed to be insolvent under any Applicable Law;
 - (viii) as a result of the operation of section 459F(1) of the Corporations Act, it is taken to have failed to comply with a statutory demand;
 - (ix) it stops or suspends or threatens to stop or suspend the payment of all or a class of its debts or the conduct of all or a substantial part of its business;
 - (x) any event or circumstance set out in section 461 of the Corporations Act occurs in relation to it; or
 - (xi) anything having a substantially similar effect to any of the events specified in the above paragraphs (i) to (x) inclusive happens to it under the law of any jurisdiction; or
- (b) in relation to an individual, the happening of one or more of the following events:
- (i) the person has committed an act of bankruptcy as defined in section 40 of the
 - (ii) Bankruptcy Act 1966 (Cth);
 - (iii) the person has a bankruptcy notice issued against the person;
 - (iv) the person presents a debtor's petition against themselves (whether or not it results in a sequestration order);
 - (v) the person has a sequestration order issued against them by a Court;
 - (vi) the person has executed, or taken steps to execute, a Part IX debt agreement in accordance with the Bankruptcy Act 1966 (Cth);
 - (vii) the person has executed, or taken steps to execute, a Part X insolvency agreement in accordance with the Bankruptcy Act 1966 (Cth);

- (viii) a receiver or a trustee for creditors or in bankruptcy is appointed to any of the person's property;
- (ix) a garnishee notice is given concerning any money that the person is said to be owed;
- (x) the person proposes or enters into an arrangement or composition with, or an assignment for the benefit of, any of the person's creditors;
- (xi) the person proposes or effects a moratorium involving any of the person's creditors;
- (xii) the person stops or suspends, or threatens to stop or suspend, the payment of all or a class of its debts or the conduct of all or a substantial part of its business;
- (xiii) the person is unable to pay all of the person's debts as they fall due or is presumed to be insolvent under any Applicable Law;
- (xiv) the person becomes an 'insolvent under administration' as defined in section 9 Corporations Act;
- (xv) anything having a substantially similar effect to any of the events specified in the above paragraphs (i) to (xiii) inclusive happens to the person under the law of any jurisdiction; or
- (xvi) the person is imprisoned for a period of greater than one month or becomes incapable of managing his or her own affairs.

Invitation Letter means an invitation to apply for Awards from the Company pursuant to Rule 3.2 and in accordance with Rule 3.4(a).

Issue Price means the issue price of an Award (if any) as calculated in accordance with Rule 4.3.

Leaver means, in respect of a Participant, where the Relevant Person ceases to be Engaged by a Group Entity.

Limiting Legislation has the meaning given to that term in Rule 22.7(b).

Listing Rules means the ASX Listing Rules and any other rules of the ASX which apply to an entity while it is a listed entity (or the rules of any other recognised stock exchange (if applicable)), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or any other recognised stock exchange (if applicable)).

New Holding Entity means an entity in which equity securities are issued in exchange for Shares as part of a Reconstruction.

Option means an option granted under this Plan, to acquire a number of Shares (as specified in, or otherwise determined in accordance with, the relevant Invitation Letter) on and subject to these Rules and the terms of the Invitation Letter.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

Participant means:

- (a) an Eligible Person who has been issued an Invitation Letter and has returned an Application in respect of the relevant Award to the Company which has been accepted by the Company pursuant to Rule 4.4; and
- (b) a person who holds Awards on behalf of, at the nomination of, or by transfer from, an Eligible Person who has been issued an Invitation Letter and has returned a corresponding Application to the Company which has been accepted by the Company pursuant to Rule 4.4.

Performance-based Vesting Condition has the meaning given to that term in Rule 6.1(b)(ii).

Permitted Transferee means an Associate of the Relevant Person for the purposes of section 318 of the *Income Tax Assessment Act 1936* (Cth), in each case approved by the Board.

Plan means the Electro Optic Systems Holdings Limited Omnibus Equity Incentive Plan, the rules of which are set out in this document.

Reconstruction means the reconstruction of the Company involving Shareholders exchanging those Shares for equity securities in a New Holding Entity such that the equity security holders of the New Holding Entity are, or after the reconstruction become, the same or substantially the same as the former Shareholders.

Related Body Corporate has the meaning given in section 9 of the Corporations Act.

Relevant Person, in respect of an Award and a Participant, means:

- (a) the person specified as the Relevant Person in the Invitation Letter in respect of that Award; or
- (b) if no person is specified pursuant to paragraph (a), the Eligible Person to whom the Invitation Letter in respect of that Award was originally issued.

Reorganisation Event means any one or more of the following:

- (a) a bonus issue of Shares by the Company;
- (b) a pro-rata issue of Shares by the Company;
- (c) a sub-division or consolidation of Shares in the Company;
- (d) a proposal where securities in the Company are exchanged for securities in a company which is proposed by the Board to become a new holding company of the Group; or
- (e) any other internal reorganisation, recapitalisation, reclassification or similar event with respect to the Share Capital of the Company, excluding the conversion of any securities issued by the Company which were issued prior to the date these Rules are first adopted by the Company.

Restricted Shares means a Share received under the Plan which is subject to Dealing restrictions under these Rules or the terms of the relevant Invitation Letter.

Restriction Period means the period during which Awards granted under the Plan or Shares issued in respect of Awards are subject to Dealing restrictions under these Rules and the terms of the relevant Invitation Letter.

Resulting Share means a Share issued to a Participant upon the Exercise of an Award (if applicable) in accordance with these Rules.

Right means a conditional right granted under this Plan to receive a number of Shares (as specified in, or otherwise determined in accordance with, the relevant Invitation Letter) on and subject to these Rules and the terms of the Invitation Letter.

Rules means these rules as amended from time to time.

Salary Sacrifice Award means any Award that is granted on the Condition that the Participant sacrifices an amount of their pre-tax or post-tax salary or fees.

Service-based Vesting Condition has the meaning given to that term in Rule 6.1(b)(i).

Share means an issued share of any class in the capital of the Company (whether fully or partly paid).

Share Capital means all of the Shares on issue.

Shareholder means a holder of one or more Shares in the Company from time to time.

Subsidiary has the same meaning as in Division 6 of Part 1.2 of the Corporations Act.

Super Amount means any superannuation contribution required to meet the minimum amount required to be contributed by a Group Entity under Applicable Law to avoid the imposition of a superannuation guarantee charge.

TAA means the *Tax Administration Act 1953* (Cth).

Tax means any taxes, levies, imposts, charges and duties imposed by any Government Agency (including, stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them.

Tax Act means the *Income Tax Assessment Act 1997* (Cth).

Trading Policy means the Company's securities trading policy as amended from time to time.

Trigger Event means in respect of a Participant:

- (a) the Relevant Person becomes a Leaver;
- (b) an Adjustment Event occurs;

- (c) the Participant suffering an Insolvency Event (without the written approval of the Board, which may be retrospective);
- (d) the Participant Disposes of, or purport to Dispose of, any of their Awards in breach of the Constitution or these Rules (without the written approval of the Board);
- (e) the Participant is determined by the Company to be in breach of these Rules;
- (f) the Relevant Person:
 - (i) is subject to disciplinary action or sanction by any Group Entity for misconduct or failure to perform his or her duties; or
 - (ii) fails to perform his or her duties to any Group Entity and fails to rectify that failure after being advised to do so by a Group Entity in writing.

Trust has the meaning given to that term in Rule 12(a)(ii).

Trust Deed has the meaning given to that term in Rule 12(a)(ii).

Trustee has the meaning given to that term in Rule 12(a)(i).

Unvested Award means an Award which is not a Vested Award.

Vested Award means an Award which is a Vested Award pursuant to Rule 6.2(a).

Vesting Condition means, in relation to an Award, a condition which must be satisfied or waived before that Award becomes a Vested Award, as set out in the relevant Invitation Letter.

Vesting Notice means, in relation to an Award, a notice given by or on behalf of the Board to a Participant informing them that all of the Vesting Conditions have been satisfied or waived.

1.2 Interpretation

In these Rules, unless expressed to the contrary:

- (a) terms defined in the Corporations Act have the same meaning when used in these Rules;
- (b) words importing:
 - (i) the singular include the plural and vice versa;
 - (ii) any gender include the other genders;
- (c) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (d) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes its legal personal representatives, successors and assigns;
 - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (iv) a right includes a benefit, remedy, discretion, authority or power;
 - (v) "\$" or "dollars" is a reference to the lawful currency of Australia;
 - (vi) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties; and
 - (vii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (e) the words "includes" or "including", "for example" or "such as" when introducing a list of items do not exclude a reference to other items, whether of the same class or genus or not;
- (f) where the Board appoints a Trustee to hold Awards under the Plan in accordance with Rule 12, any reference to a Participant in any rule of this Plan will mean the Trustee on behalf of that Participant;

- (g) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day; and
- (h) in determining the time of day, where relevant to this document, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this document, the time of day in the place where the party required to perform an obligation is located.

1.3 Headings

Headings are for convenience only and do not affect the interpretation of these Rules.

1.4 Inconsistencies with Participant's terms of Engagement

Notwithstanding anything to the contrary in any Participant's terms of Engagement but subject at all times to these Rules, if there is any inconsistency between these Rules and a Participant's terms of Engagement, these Rules prevail.

1.5 Governing Rules

- (a) The Plan operates according to these Rules which bind the Company and each Participant.
- (b) These Rules should be read in conjunction with the relevant Invitation Letter, the Trust Deed (if applicable), the Constitution, the Trading Policy and the Clawback Policy (if applicable). In the event of any inconsistency between these documents, the following order of priority shall apply:
 - (i) Constitution;
 - (ii) the Trading Policy;
 - (iii) the Clawback Policy (if applicable);
 - (iv) the relevant Invitation Letter;
 - (v) these Rules; and
 - (vi) the Trust Deed (if applicable).

1.6 Title to Awards

Unless the Board determines otherwise, Awards may not be registered in any name other than that of the Participant.

1.7 Income Tax Assessment Act

The Plan is a plan to which Subdivision 83A-C of the Tax Act applies (subject to the requirements of the Tax Act), unless the Invitation Letter specifically states that Subdivision 83A-C is not to apply to the relevant Award.

2. Introduction

2.1 Commencement and Term or Plan

The Plan will commence immediately upon adoption of these Rules by the Board and will continue until terminated by the Company.

2.2 Objectives

The Company has established the Plan to enable Eligible Persons to share in the ownership of the Group in order to:

- (a) assist in the reward, retention and motivation of Eligible Persons;
- (b) align the interests of Eligible Persons with the interests of the Group and Shareholders; and
- (c) encourage behaviour that supports the Group's short and long-term financial soundness and objectives and other objectives of the Group.

2.3 Advice

- (a) There are legal and tax consequences associated with participation in the Plan. Eligible Persons and Participants must ensure that they understand these consequences before submitting an Application.
- (b) Each person who completes and returns an Application to the Company acknowledges and agrees that the Group and its officers and employees make no representation or warranty concerning, and have given no advice in relation to, the financial benefit or taxation consequences of participating in the Plan or in relation to any Awards issued to that person under the Plan, including the subsequent allocation of Shares to that person (if any).
- (c) Participants are advised that any advice given by the Group and its officers, employees and representatives is general advice only and does not take into account their particular circumstances. Participants should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.

3. Invitations to Participate

3.1 Invitations

The Board may from time to time invite any Eligible Person to participate in the Plan on the terms and subject to the conditions of these Rules and on such other terms as the Board determines.

3.2 Invitation Letter

If the Board invites an Eligible Person to participate in the Plan, the Company must issue the Eligible Person with an Invitation Letter.

3.3 Power to revoke Invitation Letters

- (a) The Board may revoke an Invitation Letter it has issued at any time until the Board formally accepts an Application in respect of the Invitation Letter under Rule 4.4.
- (b) An Invitation Letter is not an offer which is capable of acceptance and an Eligible Person is:
 - (i) not entitled to be granted any Awards until; and
 - (ii) only able to participate in the Plan once, the requirements of Rules 4.1(a), 4.2(a) and 4.4 are satisfied.

3.4 Contents of Invitation Letter

- (a) An Invitation Letter must:
 - (i) be in writing or in such legible electronic form as the Board determines;
 - (ii) set out the particulars of the Eligible Person's proposed participation in the Plan including, without limitation, in relation to Awards which would be issued to the Eligible Person in accordance with the Invitation Letter:
 - (A) the number and type of Awards;

- (B) the Issue Price(s) of those Awards (if any);
 - (C) the Exercise Price(s) of those Awards (if any);
 - (D) the Expiry Date of those Awards;
 - (E) any Vesting Conditions attaching to those Awards;
 - (F) any Exercise Conditions attaching to those Awards; and
- (iii) set out:
- (A) any Dealing restrictions attaching to Awards following their grant, or to Shares issued or transferred in respect of Awards, which may be in addition to these Rules (including any applicable Restriction Period(s));
 - (B) any other specific terms and conditions applicable to the Invitation;
 - (C) any other terms, conditions or information required by, or to take account of, any Applicable Laws;
- (iv) set out the method, form and date by which the Eligible Person must return the Invitation Letter as a completed Application.
- (b) Inadvertent non-compliance with Rules 3.2 and 3.4(a) does not invalidate an Invitation Letter, or a Participant's participation in the Plan.

3.5 Board's discretion

- (a) The Board may, from time to time, determine in its absolute discretion:
- (i) whether to invite any person to participate in the Plan;
 - (ii) whether to revoke any Invitation Letter or invitation made to any person to participate in the Plan;
 - (iii) the timing of any Invitation Letter;
 - (iv) the Vesting Conditions and / or Exercise Conditions (if any) which will apply to the Award; and
 - (v) the terms of any person's proposed participation in the Plan including the number, type and terms of the Awards to be granted under the Plan.
- (b) An Eligible Person may be issued with more than one Invitation Letter, in which case each Invitation Letter may contain different terms.
- (c) The Board is not obliged to make invitations of any or the same number of Awards to all Eligible Persons and may make invitations on a differential basis to Eligible Persons.

4. Application for, and issue of, Awards

4.1 Application for Awards

- (a) Once an Eligible Person has received an Invitation Letter, the Eligible Person may apply for the issue of the Awards detailed in the Invitation Letter by:
- (i) validly executing the Application Form attached to the Invitation Letter (in the form required by the Company) and returning it to the Company;
 - (ii) paying to the Company the Issue Price (if any) for the Awards applied for by the Eligible Person under the relevant Invitation Letter; and
 - (iii) if required by the Constitution or the Company, executing any other documents necessary to enable the issue of the Awards to the Eligible Person and delivering them to the Company,
- (with those documents together referred to as an **Application**).

- (b) An Award may only be applied for, and acquired by, an Eligible Person or a Permitted Transferee (with the Board's prior written consent). An associate (including a relative) or a nominee of an Eligible Person is not permitted to apply for, or acquire, an Award under these Rules, unless the Board determines otherwise in writing.
- (c) Each Participant, by accepting an Invitation, agrees to:
 - (i) participate in the Plan and be bound by these Rules and the terms of the Invitation Letter;
 - (ii) become a Shareholder of the Company and be bound by the Constitution upon the Participant receiving Shares; and
 - (iii) comply with the Trading Policy, Clawback Policy (if applicable) and any other relevant Group or Company policies.

4.2 Time limit to submit Applications

- (a) Subject to Rule 4.2(b), an Eligible Person must submit an Application pursuant to Rule 4.1(a) within 14 days of the date of the relevant Invitation Letter or the Application will not be valid.
- (b) The Board may, in its sole and absolute discretion, extend or shorten the time for submission of an Application beyond the period referred to in Rule 4.2(a).

4.3 Issue Price

The Issue Price of an Award (if any) will be determined by the Board from time to time and described in the relevant Invitation Letter.

4.4 Acceptance of Applications

Once an Eligible Person has complied with Rule 4.1(a), the Board may accept the Application by issuing, or procuring the transfer of, the Awards detailed in the relevant Invitation Letter to the Eligible Person.

4.5 Lapse of Applications

An Application lapses if it is not accepted in accordance with Rule 4.4 within 28 days of its receipt by the Company, unless the Board determines to extend that period.

4.6 Allocation of Awards and participation in the Plan

- (a) If the Board accepts an Application in accordance with Rule 4.4:
 - (i) the Company may either (at the Board's discretion):
 - (A) procure the transfer; or
 - (B) issue,to the Participant the number of Awards set out in the Invitation Letter and Application by the Eligible Person; and
 - (ii) the Eligible Person will be entitled to participate in the Plan as a Participant.

4.7 Legal constraints

Despite any other Rule, a person may not:

- (a) acquire Shares; or
- (b) be granted Awards; or
- (c) receive a cash payment determined by reference to the value of an Award (at the election of the Board),

under the Plan if it appears to the Board that doing so would contravene these Rules, the Listing Rules, the Constitution or any law of a jurisdiction in which the person resides or, in the Board's opinion, would give rise to unreasonable cost or regulatory requirements for the Company.

5. Restrictions on hedging and Dealing

5.1 Restrictions on hedging

Participants must not enter into any schemes, arrangements or transactions, including hedging arrangements, that hedge or protect the value of Awards allocated under the Plan.

5.2 Restrictions on Dealing

- (a) Where these Rules or the Invitation Letter provide that any Awards and / or Resulting Shares are subject to restrictions on Dealing, the Board may implement any procedure it deems appropriate to ensure compliance by the Participant and / or a Permitted Transferee (if applicable) with that restriction on Dealing, including but not limited to imposing a Holding Lock on the Awards or Resulting Shares.
- (b) Subject to Rule 5.2(c) and except as provided in these Rules, Participants must not Deal with any Award or any right or obligation under the Plan (including appointing a nominee to hold them) unless:
 - (i) the Award is a Vested Award;
 - (ii) all Vesting Conditions and / or Exercise Conditions applicable to that Award have been met; and
 - (iii) any restrictions on Dealing set out in the Invitation Letter have ceased to have effect, unless otherwise determined by the Board.
- (c) Subject to receipt of prior written approval from the Board (which may be given or withheld for any reason), the Participant may transfer Awards to a Permitted Transferee.

5.3 General requirements for Dealing

Any Dealing with an Award or any right or obligation under the Plan must be undertaken in a form and manner approved by the Board in writing.

5.4 Void dealings

If any Dealing with an Award or any right or obligation under the Plan, or any scheme, arrangement or transaction, breaches this Rule 5:

- (a) it will be treated as void as against the Company, its Shareholders and any Participant; and
- (b) the Company (or the Trustee (if applicable)) may cancel or buy-back (including by way of capital reduction), on terms determined by the Company, some or all of the Awards or Shares of the Participant that have breached this Rule 5, including for nil consideration.

6. Vesting of Awards

6.1 Vesting Conditions

- (a) An Award may be subject to Vesting Conditions as determined by the Board from time to time and as set out in the Participant's Invitation Letter.
- (b) Vesting Conditions may be:
 - (i) based on the period of service of the Participant or the Participant's continuous Engagement until a certain date (**Service-based Vesting Condition**);

- (ii) based on a performance target being achieved (**Performance-based Vesting Condition**); and / or
- (iii) based on any other matter determined by the Board.

6.2 Vested Awards

- (a) An Award will vest and become a Vested Award only when a Vesting Notice in respect of that Award is given or deemed to be given by the Board to the Participant.
- (b) The vesting of any Award may be delayed (including on such terms as the Board may determine and advise to a Participant in writing) if a Participant is subject to, or under, an investigation concerning any matter that could constitute an Adjustment Event.
- (c) The Board will issue a Vesting Notice in respect of an Award if:
 - (i) vesting has not been delayed as contemplated under Rule 6.2(b) above;
 - (ii) it is not subject to any Vesting Conditions;
 - (iii) it is no longer subject to any unsatisfied Vesting Conditions; or
 - (iv) all Vesting Conditions in respect of the Award have been satisfied or waived by the Board in writing pursuant to these Rules.

6.3 Vesting Conditions satisfied at the discretion of the Company

- (a) Notwithstanding any other provision of these Rules, the Board may:
 - (i) waive or vary any Vesting Condition; and
 - (ii) determine that any Vesting Condition is satisfied notwithstanding that it may not be.
- (b) A waiver, variation or determination under Rule 6.3(a) may be given retrospective effect, notwithstanding that the waiver, variation or determination may not occur until after that time.

6.4 Satisfaction of Service-based Vesting Condition

- (a) Unless otherwise specified in the relevant Invitation Letter, a Service-based Vesting Condition is satisfied if:
 - (i) the Relevant Person is Engaged by a Group Entity on a continuous basis until the date specified in the relevant Invitation Letter;
 - (ii) the Relevant Person completes the number of years continuous Engagement (allowing for any leave to which the Relevant Person is entitled) as specified in the relevant Invitation Letter; or
 - (iii) the Board determines that the Service-based Vesting Condition is to be treated as satisfied notwithstanding that it may not have been.
- (b) For the purpose of Rule 6.4(a):
 - (i) Engagement may be with one or more Group Entities and need not be continuously with any particular Group Entity, provided that the Participant is at all relevant times Engaged by at least one Group Entity; and
 - (ii) any approved leave taken by a Participant will be treated as forming part of that Participant's period of Engagement.

6.5 Satisfaction of Performance-based Vesting Condition

A Performance-based Vesting Condition is satisfied if, and only if:

- (a) the relevant performance target specified in the Invitation Letter is achieved, as determined by the Board; or
- (b) the Board determines that the Performance-based Vesting Condition is to be treated as satisfied notwithstanding that it may not have been.

6.6 Disputes regarding Performance-based Vesting Conditions

A Participant may not dispute a determination made by the Board under Rule 6.5.

7. Exercise of Vested Awards

7.1 Exercise Conditions

- (a) An Award which is required to be exercised may only be exercised if it has not lapsed or been forfeited, is a Vested Award and:
 - (i) is not subject to any Exercise Conditions;
 - (ii) the Exercise of that Vested Award complies with the Company's Trading Policy;
 - (iii) the Board has notified the Participant in writing in accordance with Rule 6.2(a) that the Vesting Conditions and Exercise Conditions have been satisfied; and
 - (iv) either:
 - (A) the Award is no longer subject to any unsatisfied Exercise Condition; or
 - (B) all Exercise Conditions applicable to that Vested Award are satisfied or waived by the Board in writing and in accordance with these Rules.
- (b) If no Exercise Conditions attach to an Award, the Award may be exercised on and from the time it becomes a Vested Award.
- (c) Without limiting the Board's discretion, the terms of exercise specified in an Invitation Letter may:
 - (i) allow for the cashless exercise of some or all of a Participant's Options or Rights in respect of which an Exercise Price is payable; and / or
 - (ii) provide for the automatic exercise of Vested Awards which have no unsatisfied Exercise Conditions.

7.2 Waiver of Exercise Conditions

- (a) Notwithstanding any other provision of these Rules, the Board may:
 - (i) waive or vary any Exercise Condition; and
 - (ii) determine that any Exercise Condition is satisfied notwithstanding that it may not be.
- (b) A waiver, variation or determination under Rule 7.2(a) may be given retrospective effect, notwithstanding that the waiver, variation or determination may not occur until after that time.

7.3 Exercise of Vested Award

Where a Vested Award is capable of being exercised in accordance with Rule 7.1, the Participant may exercise that Vested Award by:

- (a) delivering to the Company:
 - (i) an Exercise Notice duly completed and executed by the Participant;
 - (ii) the certificate for that Vested Award (if one has been issued); and
 - (iii) such other documents as may be required by the Board or the Company under the Listing Rules, the Constitution, including documents which are required of holders of Shares even though the Participant may not yet be a holder of Shares; and
- (b) paying the Exercise Price (if any), to (or as directed by) the Company, at any time prior to the earlier of the time specified in the Participant's Invitation Letter (if any) and the Expiry Date.

7.4 Net settlement of Exercise Price

- (a) A Participant may request the Company to net settle the aggregate Exercise Price applicable to the Vested Awards which the Participant wishes to Exercise, by including such a request in the Exercise Notice delivered to the Company in accordance with Rule 7.3. The Company may accept or reject such request in its absolute discretion.
- (b) If the Company rejects a request made in accordance with Rule 7.4(a), the Participant must pay the aggregate Exercise Price applicable to the Vested Awards which the Participant wishes to Exercise in full.
- (c) If the Company accepts a request made in accordance with Rule 7.4(a), it may:
 - (i) cancel some of the Vested Awards being exercised as part of the Exercise; and / or
 - (ii) reduce the number of Resulting Shares to be issued to the Participant, in satisfaction of the aggregate amount payable by the Participant for that Exercise such that:
 - (A) the Participant will not be required to pay the Exercise Price per Vested Award to the Company; and
 - (B) the number of Resulting Shares to be issued to the Participant as a result of the Exercise is the greater of:
 - (I) zero; and
 - (II) the value of N given by the following formula, rounded in accordance with Rule 25.1, rounded down to the nearest whole number:

$$N = n - \left(n \times \frac{EP}{P} \right)$$

Where:

N = the number of Resulting Shares to be issued resulting from the Exercise;

n = the total number of Resulting Shares which would be issued as a result of the exercise of the Awards pursuant to Rule 7.3 if the Participant paid the Exercise Price for all of those Awards;

EP = the aggregate Exercise Price for the Awards being exercised as part of the Exercise, in dollars and cents; and

P = the aggregate value of the Resulting Shares (determined by the Board) which would be issued to the Participant at the time of the Exercise on the assumption this Rule 7.4 did not apply, in dollars and cents.

7.5 Lapse and expiry of Awards

- (a) Unless the Board determines otherwise, an Award will lapse on the earliest of:
 - (i) the date that the Board determines that any Vesting Condition or Exercise Condition in respect of the Award cannot be satisfied;
 - (ii) the Expiry Date;
 - (iii) the Award lapsing in accordance with Rule 13;
 - (iv) the Award lapsing in accordance with Rule 14 or the Clawback Policy (if applicable);
 - (v) the Award lapsing in accordance with Rule 15 or 16; or

the Participant purporting to Deal or enter into any arrangement in respect of the Award in breach of Rule 8.4 or 10.2.

- (b) Where a Participant's Awards have lapsed under Rule 7.5:
 - (i) all rights of a Participant under the Plan in respect of those Awards are forfeited;
 - (ii) the Company will:
 - (A) cancel the Awards (in any manner it determines and the Participant must sign any document provided to it by the Company to effect the cancellation); and
 - (B) unless the Board determines otherwise, not be liable for any consideration, compensation, damages or other amounts to the Participant in respect of the Awards.

8. Allocation of Shares

8.1 Allocation of Shares

- (a) Subject to Rule 7.4, on:
 - (i) a Right becoming a Vested Award; or
 - (ii) the Exercise of a Vested Award which is an Option,the Company must:
 - (iii) issue to, or if permitted under the relevant Invitation Letter or as provided for in the Trust Deed procure the transfer to the Participant of, the required number of Shares in respect of the Vested Award and in doing so, the Company is taken to have allocated the Shares in accordance with these Rules. Notwithstanding the allocation of Shares under this Rule 8.1, the Shares allocated to a Participant may be subject to Dealing restrictions as a result of the operation of Rule 8.4; or
 - (iv) if the Board so determines, in its sole and absolute discretion, make a cash payment of an amount equivalent to the '**Market Value**' of a Share in full satisfaction of the Vested Award (less any Exercise Price in respect of the Vested Award) and in lieu of any issues of Shares under Rule 8.1(a)(iii),
at which time the Option or Right will automatically lapse.
- (b) For the purposes of Rule 8.1(a)(iv), the '**Market Value**' of a Share will be determined by the Board at its sole and absolute discretion.
- (c) The amount in Rule 8.1(a)(iv), will be paid in cleared funds to or on behalf of the Participant less any Tax required to be withheld and inclusive of any Super Amount.
- (d) The Board may make a decision for the purposes of Rule 8.1(a), by notice to the relevant Participant, upon or in advance of any exercise of Vested Awards, and in relation to some or all of the Vested Awards (and, for the avoidance of doubt, on a per Option or Right basis).
- (e) The Company may adopt procedures for the issue or transfer of Shares upon the Vesting of an Award, or Exercise of a Vested Award, which may (amongst other things) specify times, intervals or periods at or during which the Company will issue or procure the transfer of Shares having regard to the relevant factors at the time (including, but not limited to, the need to reduce administration, and the trading windows of the Company).
- (f) Each Participant acknowledges and agrees that:
 - (i) there will be some delay between the date that a Participant Exercises any Vested Award or the date on which a Right becomes a Vested Award and the time that Participant is registered as the holder of a Share resulting from the Exercise of that Vested Award; and
 - (ii) neither the Company, nor any of its officers, employees, advisers, representatives, nor the Trustee nor any other person, will have any liability in connection with any change in value of

Shares between the time a Participant Exercises a Vested Award and is registered as the holder of a Share and is able to Deal with those Shares.

8.2 Share ranking

Any Shares issued under the Plan pursuant to an Award will rank equally with all other Shares of the same class for the time being on issue by the Company, except as regards to any rights attaching to Shares by reference to a record date prior to the date of their issue.

8.3 Notification of Share allocation

The Company must ensure that, as soon as reasonably practicable after the Company has issued Shares to a Participant in accordance with Rule 8.1(a), the Company gives the Participant written notice specifying the:

- (a) number of Awards that have vested or been exercised; and
- (b) number of Shares (if any) allocated to the Participant.

8.4 Dealing restrictions

- (a) The Board may, in its discretion, determine for the purposes of any Invitation Letter in relation to Options or Rights under this Plan that:
 - (i) some or all of the Shares allocated or transferred in respect of a Vested Award are Restricted Shares; and/or
 - (ii) different Restriction Periods will apply to some or all of the Shares allocated or transferred in respect of Vested Awards, such that Dealing restrictions (if any) on those Shares will cease at different times,in which case Rule 10.2 applies, subject to Rule 8.4(b).
- (b) Unless the Board determines otherwise or as otherwise specified in an Invitation Letter, the Dealing restrictions apply from the date of the allocation of the Restricted Shares until the earlier of:
 - (i) if the Participant ceases to be an employee of a Group Company and the Vesting Conditions (if any) are satisfied, that date;
 - (ii) the Board determining that the Shares should be released having regard to the existence of special circumstances that the Board considers warrant such a release;
 - (iii) the end of the relevant Restriction Period; and
 - (iv) the tenth anniversary of the date of grant of the Award.

8.5 Settlement of Restricted Shares

Settlement of Restricted Shares allocated in respect of an Award is subject to Rule 10.4.

9. Additional rights and restrictions attached to Options and Rights

9.1 Interest in Shares

- (a) A Participant has no right or interest in a Share the subject of an Option or Right held by the Participant unless and until an Option or Right vests and is Exercised and a Share is issued or transferred.
- (b) The holder of an Option or Right will not have any rights to dividends, rights to vote or rights to the capital of the Company as a Shareholder as a result of holding an Option or Right.
- (c) Subject to Applicable Law, a Participant will not, as a holder of an Option or Right, have any right to attend a vote at general meetings of holders of Shares.

9.2 Dividend equivalent rights

Notwithstanding Rule 9.1, the Board may determine that Participant is entitled to receive a Dividend Equivalent Payment in respect of all or some of the Options or Rights that they hold, the terms of which may be specified in the Invitation Letter relating to those Options or Rights. For the avoidance of doubt, any entitlement to receive a Dividend Equivalent Payment in respect of Options or Rights does not represent an entitlement to actual dividends or distributions on the underlying Shares over which the Options or Rights are exercisable, by reason of the Participant not being the holder of the Shares at that time.

9.3 Participation rights in new issues

- (a) Participants holding Options or Rights are not entitled to participate in any new issue of securities to existing holders of Shares in the Company unless they:
 - (i) have become entitled to exercise their Options or Rights under the Plan; and
 - (ii) exercise their Options or Rights and receive Shares before the record date for the determination of entitlements to the new issue of securities and participate as a holder of Shares.
- (b) If the Company makes a pro rata issue of Shares (except a bonus issue) to existing holders of Shares (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) and no Share has been issued in respect of an Option or Right before the record date for determining entitlements to the pro rata issue, then:
 - (i) in the case of an Option or Right with an Exercise Price, the Exercise Price of the Option or Right will be reduced according to the formula specified in the Listing Rules at the time of the pro-rata issue, and there will be no change to the number of Shares to which the relevant Participant is entitled on exercise of the Option or Right;
 - (ii) in the case of an Option or Right in respect of which no Exercise Price is payable on the exercise of the Option or Right, the Board may determine, in its discretion, whether any adjustment will be made to the terms of the Option or Right (including whether or not there will be any resulting increase in the number of Shares which the relevant Participant will be entitled on the exercise of the Option or Right and the manner in which any such increase will be calculated).
- (c) If the Company makes a bonus issue of Shares to existing holders of Shares (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) and no Share has been issued in respect of an Option or Right before the record date for determining entitlements to the bonus issue, then the number of underlying Shares over which the Option or Right is exercisable will be increased by the number of Shares which the Participant would have received if the Participant had exercised the Option or Right before such record date.

10. Additional provisions which apply to Awards of Shares

10.1 Vesting of Shares

Subject to these Rules, a Share which has not been forfeited shall vest if and when any Vesting Conditions applicable to the Share (as set out in the relevant Invitation Letter) have been satisfied, or waived by the Board at its discretion, although a vested Share may remain subject to Dealing restrictions pursuant to Rule 10.2.

10.2 Rights and restrictions on Dealing in respect of Awards of Shares

- (a) Subject to Rule 10.2(c), the Invitation Letter must specify any Dealing restrictions attaching to some or all Shares that may be issued or transferred on the grant of an Award (or Shares allocated in respect of an Award) including any Restriction Period applicable to the Shares. For the avoidance of doubt, unless otherwise specified in an Invitation Letter, the Dealing restrictions and Restriction

Period applicable to the Shares may continue after the Shares have Vested or after a Participant ceases employment within the Group.

- (b) Subject to these Rules, for so long as a Share issued or transferred to a Participant on the grant of an Award (or in respect of an Award) is subject to any such Dealing restrictions, the Share will be a Restricted Share for the purposes of the Plan and subject to the forfeiture provisions applicable to Restricted Shares set out in Rule 10.6 unless the Board determines otherwise.
- (c) The Board may, at its discretion, by notice to the relevant Participant, amend, reduce, lift or waive the Dealing restrictions attaching to Restricted Shares and/or the Restriction Period applying to Restricted Shares in whole or in part at any time and in any particular case, subject to any requirements under Applicable Law (including shareholder approval).
- (d) Subject to the terms of the relevant Invitation Letter, a Participant must not Deal with a Restricted Share for so long as it remains a Restricted Share unless:
 - (i) the Board determines otherwise; or
 - (ii) the Dealing is required by Applicable Law (including on death or bankruptcy of a Participant) and the Participant has provided evidence satisfactory to the Board of that fact.
- (e) The Board may implement any procedure it considers necessary or appropriate, and each Participant irrevocably authorises the Board on behalf of the Company to implement any such procedure, to enforce and give effect to any Dealing restrictions applying to Restricted Shares including, without limitation, retain the share certificates in relation to the Restricted Shares, imposing a Holding Lock to prevent a transfer of the Restricted Shares or arranging for the Restricted Shares to be held in the Trust.

10.3 Bonus and rights issues

Unless otherwise specified in an Invitation Letter, a Participant who holds Shares issued or transferred pursuant to the Plan has the same entitlement as any other holder of Shares to participate in any bonus or rights issue, provided however, if the Shares are subject to any Vesting Conditions and/or any Dealing restrictions, any shares issued to a Participant under the bonus or rights issue will be subject to these Rules and the same Vesting Conditions and Dealing restrictions, unless otherwise determined by the Board.

10.4 Release from restriction

Subject to these Rules, at the end of the Restriction Period applicable to Restricted Shares:

- (a) the Restricted Shares will cease to be Restricted Shares, and cease to be subject to the Dealing restrictions specified in the relevant Invitation; and
- (b) the Board must, subject to Rule 10.5 and Applicable Law, as soon as reasonably practicable:
 - (i) procure the delivery of any retained share certificates in relation to the Shares to the Participant and/or the lifting of any Holding Lock imposed in respect of the Shares; and/or
 - (ii) if the Shares have been held by the Trustee in the Trust while they have been Restricted Shares, direct or permit the transfer of legal title to the Shares from the Trustee to the Participant (or such other dealings permitted under the terms of the Trust Deed).

10.5 Cash settlement

- (a) On or before the end of the Restriction Period applicable to a Restricted Share, the Board may determine that the Company will pay a cash amount to the Participant equivalent to the 'Market Value' of a Share as at the end of the Restriction Period instead of the Participant retaining the Share.
- (b) For the purposes of Rule 10.5(a), the 'Market Value' of a Share will be determined by the Board at its discretion.
- (c) The amount in Rule 10.5(a), will be paid in cleared funds to or on behalf of the Participant less any Tax required to be withheld and inclusive of any Super Amount.

- (d) Where the Board determines that any Shares will be cash settled in accordance with Rule 10.5(a), the Company will buy-back (including by way of capital reduction) and cancel the Shares or the Company or the Trustee (as applicable) will Deal with the Shares in any other manner determined by the Board (and instructed to the Trustee, if applicable), and the Participant must do anything (including execute any document) reasonably required to give effect to the dealing, free from any Encumbrance.
- (e) The Board may make a decision for the purposes of Rule 10.5(a), by notice to the relevant Participant and Trustee (if applicable), and in relation to some or all of the Restricted Shares which cease to be subject to Dealing restrictions from time to time or within a specified period (and on a per Share basis).

10.6 Forfeiture of Shares

- (a) Subject to Rule 10.6(b), if a Participant holds a Share issued or transferred to the Participant under the Plan, unless the Board determines otherwise, the Participant's ownership of that Share will be forfeited by the Participant (or any person claiming through the Participant) to the Company or the Trustee (or otherwise as directed by the Board) on the earliest of:
 - (i) the date that the Board determines that any Vesting Condition in respect of the Share cannot be satisfied;
 - (ii) the relevant Award expiring and being forfeited in accordance with Rule 13;
 - (iii) the Board making a determination under Rule 14 or the Clawback Policy (if applicable);
 - (iv) the Board serving a Compulsory Transfer Notice on the Participant in accordance with Rule 15 or the Board issuing a Change of Control Notice determining the buy-back or cancel some or all of the relevant Awards of the Participant in accordance with Rule 16; or
 - (v) the Participant purporting to Deal or enter into any arrangement in respect of the Share in breach of Rule 10.2.
- (b) Where a Participant's Shares are forfeited under Rule 10.6(a):
 - (i) all rights of a Participant under the Plan in respect of those Shares are forfeited;
 - (ii) the Company will buy-back (including by way of capital reduction) and cancel the Shares or deal with the Shares in any other manner determined by the Board, and the Participant must do anything (including execute any document) reasonably required by the Board to give effect to the forfeiture of Shares under these Rules and any such dealing, free from any Encumbrance; and
 - (iii) unless the Board determines otherwise, the Company will not be liable for any consideration, compensation, damages or other amounts to the Participant in respect of the Shares.

11. Buy-back, cancellation, transfer and forfeiture of Awards

- (a) The Board may impose conditions on an Award which entitle the Company (or Trustee, if applicable) to buy-back (including by way of capital reduction), cancel, transfer or require the Participant to forfeit their Award, including in circumstances where an Adjustment Event has occurred. Such conditions must be set out in a Participant's Invitation Letter.
- (b) The Board has full discretion to determine the manner in which a Participant's Awards will be dealt in the event that a Participant ceases Engagement with the Company, including (but not limited to) requiring the Participant to forfeit all Awards.

12. Appointment of Trustee

- (a) The Board may at any time:
 - (i) appoint a trustee (**Trustee**) on any terms and conditions which it considers appropriate to do all such things and perform all such functions as it considers appropriate to operate the Plan, including to acquire and hold Awards, Shares allocated in respect of Awards or otherwise

- under the Plan or other securities of the Company, on behalf of Participants, for transfer to future Participants or otherwise for the purposes of the Plan; and
- (ii) establish a trust (**Trust**) governed by a trust deed (**Trust Deed**) for the purposes set out in Rule 12(a)(i).
- (b) The Board may determine that Shares allocated to or on behalf of or for the benefit of, a Participant under the Plan are to be held by the Trustee on behalf of the Participant in accordance with these Rules.

13. Leavers

13.1 Leavers

- (a) If a Participant becomes a Leaver:
 - (i) and is a Good Leaver, they will retain:
 - (A) all of their Vested Awards with such Vested Awards being required to be exercised (where applicable) within 12 months of the Participant becoming a Leaver; and
 - (B) a portion of their Unvested Awards on a pro rata basis determined by the Board, as calculated based on the amount of time between the date on which the Awards were granted and the date on which the Participant became a Leaver, or such higher or lower number of Unvested Awards as determined by the Board, provided that when such Unvested Awards become Vested Awards, the Participant must exercise their Vested Awards (where applicable) within 12 months of their Unvested Awards becoming Vested Awards; or
 - (ii) and is not a Good Leaver:
 - (A) they will retain all (or some only), in each case at the sole and absolute direction of the Board, of their Vested Awards; and
 - (B) all of their Unvested Awards will immediately expire and be forfeited, unless otherwise determined by the Board.
- (b) In making a determination for a Good Leaver to retain a higher number of Unvested Awards pursuant to Rule 13.1(a)(i)(B), the Board may take into account any or all of the following factors:
 - (i) the Relevant Person's contribution to the Company;
 - (ii) the Relevant Person's status and history as an employee of good standing;
 - (iii) the Relevant Person's history of any performance management; and
 - (iv) any other factor the Board considers relevant in its sole and absolute discretion.
- (c) If the Participant is permitted to retain any or all of their Awards (whether Vested Awards or Unvested Awards) pursuant to Rule 13.1(a), those Awards will be subject to the terms and conditions on which the Participant held those Awards prior to becoming a Leaver (including their status as a Vested Award or an Unvested Award and any applicable Vesting Conditions and/or Exercise Conditions), or such other terms and conditions as the Board sees fit.
- (d) Any Unvested Awards which are not permitted to be retained by a Participant pursuant to Rule 13.1(a) will immediately expire and be forfeited or compulsorily divested pursuant to Rule 14.
- (e) Subject to the Corporations Act and any other Applicable Laws and regulations, the Board may determine that some or all of the Unvested Awards retained by a Participant in accordance with Rule 13.1(a) are deemed to be Vested Awards in accordance with Rule 6.3(a).

14. Clawback for malus

14.1 Adjustment Events

Unless otherwise specified in the Invitation Letter, where, in the opinion of the Board:

- (a) a Participant at any time:
 - (i) acts, or has acted, fraudulently or dishonestly or made a material misstatement or omission on behalf of any Group Entity;
 - (ii) has engaged in serious misconduct or negligence (including recklessness or wilful indifference), including (without limitation) where that may lead to significant adverse outcomes;
 - (iii) acts, or fails to act, in a way that involves or does, or could, lead or contribute to significant failure of financial or non-financial risk management or that breaches minimum risk and compliance standards;
 - (iv) is responsible for material financial losses, including where these occur as a result of the Participant acting outside the Group's agreed risk appetite;
 - (v) acts, or fails to act, in a way that could reasonably be regarded to have contributed to, or is likely to contribute to, material reputational or financial damage to any Group Entity (including in respect of a Group Entity's financial statements or external reporting requirements);
 - (vi) has failed to comply with, or is in breach of, any of his or her duties or obligations to any Group Company (including acting in breach of the terms of his or her employment or any restrictive covenant);
 - (vii) has failed to comply with, or is in breach of, any of the Group's risk management policies at any time prior to the Award becoming a Vested Award;
 - (viii) is convicted of an offence or has a judgment entered against them in connection with the affairs of any Group Company;
- (b) a Participant has retained an Award, or a Participant's Award has been treated in a particular manner, upon the Participant ceasing to be employed within the Group, and the Board subsequently becomes aware of circumstances in existence at the time that the Participant's employment within the Group ceased which, had the circumstances been known at that time would, in the opinion of the Board, have resulted in the Award being forfeited or the Award being treated in a different manner;
- (c) matters exist that may affect the financial soundness of the Group or its business operations (including significant unexpected or unintended consequences that were not foreseen or instances of systemic risk and conduct failures);
- (d) there are significant adverse outcomes for customers, beneficiaries or counterparties of any Group Entity;
- (e) there is a material misstatement in, or omission from, the Company's financial statements or external reporting requirements, or a misstatement concerning the satisfaction of a Vesting Condition or Exercise Condition applicable to an Award (in each case whether intentional or inadvertent), which results in a Participant obtaining an Award, an Award vesting or a Dealing restriction in relation to an Award granted under the Plan being lifted, where, in the opinion of the Board, such Award would not have been obtained or vested, or such restriction would not have been lifted (as applicable) but for that misstatement or omission;
- (f) all or part of the initial Award is no longer justified having regard to information or circumstances which have come to light after a grant of an Award was made (including without limitation an error or misstatement of criteria on which the Award was based); or
- (g) any other circumstance specified in the Invitation Letter as a circumstance that may warrant the Board making a determination under Rule 14.2 has occurred or arisen,

(each an **Adjustment Event**) the Board may make a determination under Rule 14.2 if it determines that such action is warranted to ensure no benefit is derived by the Participant that could be considered unfair, inappropriate or in breach of any Applicable Law

14.2 Board's powers

In any of the circumstances set out in Rule 14.1, the Board may, at its discretion, and subject to Applicable Law, determine any treatment in relation to an Award (whether unvested, vested but subject to Dealing restrictions, or fully vested), including, without limitation, to:

- (a) reduce or extinguish a Participant's entitlement to an Award;
- (b) deem all or some of the Award(s) held by the Participant to have lapsed or been forfeited (as applicable) or else remain on foot but subject to conditions;
- (c) adjust the Vesting Conditions and / or Exercise Conditions applicable to the assessment of an Award or Award(s);
- (d) amend the terms or conditions applicable to an Award or Awards;
- (e) determine that the Dealing restrictions and/or Restriction Period applicable to Shares acquired under the Plan be extended;
- (f) require that the Participant (or any former Participant) repay to the Company as a debt:
 - (i) the value of all or some of an Award received under the Plan;
 - (ii) all or part of the net proceeds of sale where Shares acquired under the Plan have been sold; and/or
 - (iii) any dividends (or dividend equivalent payments) received in respect of Awards acquired under the Plan; and/or
- (g) adjust the Participant's incentive entitlements or participation in this Plan in the current year or any future year.

15. Compulsory transfers

15.1 Notice of compulsory transfer

- (a) If a Trigger Event occurs in respect of a Participant, that Participant must immediately notify the Company.
- (b) The Board may at any time make enquiries of the Participant to assess whether a Trigger Event has occurred and the Participant must promptly provide to the Board any information that they reasonably request.
- (c) If:
 - (i) a Trigger Event occurs in respect of a Participant; or
 - (ii) a Vesting Condition or Exercise Condition is not met, or ceases to be able to be met, in respect of a Participant or any of that Participant's Awards,then the Board may at any time:
 - (iii) serve a notice (**Compulsory Transfer Notice**) in writing on the Participant requiring the Participant to sell on the date specified by the Board all or some of the Unvested Awards held by that Participant (**Compulsory Transfer Awards**) to any person nominated by the Board at the price determined under Rule 15.2 and the Participant must comply with such notice; or
 - (iv) require the redemption, buy-back (including by way of capital reduction) or purchase by a third party, or forfeiture, of all or some of the Compulsory Transfer Awards as soon as practicable (subject to and in accordance with the provisions of the Corporations Act) at the price determined under Rule 15.2. If such a redemption, buy-back (including by way of capital reduction), purchase by a third party or forfeiture is so required, then the Participant (as well as any other parties, if required) must do all things reasonably required by the Board to give effect to the redemption, buy-back (including by way of capital reduction), purchase or forfeiture, including all things required under the Corporations Act to approve or otherwise give effect to the redemption, buy-back, purchase or forfeiture.

15.2 Price

The price for the Compulsory Transfer Awards is:

- (a) the Issue Price and/or Exercise Price (if applicable) paid by the Participant for the Compulsory Transfer Awards less the amount of any distributions or dividends paid to the Participant on those Compulsory Transfer Awards; or
- (b) any higher price determined by the Board or other price agreed between the relevant Participant and the Board.

15.3 Completion of compulsory transfer

- (a) Completion of the sale, redemption, buy-back (including by way of capital reduction), purchase or forfeiture of the Compulsory Transfer Awards must occur on the date specified in the Compulsory Transfer Notice or such other date as is determined by the Board.
- (b) The consideration payable for all Compulsory Transfer Awards which will be transferred redeemed, bought-back, purchased or forfeited concurrently under Rule 15.2 in respect of a Participant must be rounded up to the nearest whole cent.

15.4 Partial acquisition

If the Board elects to call for the transfer of less than 100% of the Participant's Awards under Rule 15.1(c), the Participant may retain the balance of the Awards pursuant to the terms of the Constitution and these Rules.

16. Change of Control

16.1 Treatment of Awards on Change of Control Event

- (a) Where the Board expects that a Change of Control Event will occur, the Board may:
 - (i) determine that any Unvested Awards should remain unvested, in which case they will expire immediately prior to the Change of Control Event;
 - (ii) determine that any Award will lapse or be forfeited;
 - (iii) determine to buy-back (including by way of capital reduction) or cancel some or all of the Awards (whether vested or not) or cash settle an Award, in each case, in exchange for their Fair Market Value;
 - (iv) waive any Vesting Condition or Exercise Condition;
 - (v) determine that any Vesting Condition or Exercise Condition is satisfied; and/or
 - (vi) specify any other treatment (or combination of treatments) in respect of an Award that the Board may determine in its absolute discretion, having regard to such factors as it considers appropriate, including, among other things, the circumstances of the Change of Control Event, the extent to which the applicable Vesting Conditions or Exercise Conditions have been satisfied and/or the proportion of any applicable Restriction Period that has passed.
- (b) A waiver or determination under Rule 16.1(a) is subject to Rule 16.5(c) unless otherwise determined by the Board in writing.
- (c) An Invitation Letter may specify how a Participant's Awards (whether vested or unvested) are to be treated in that event that a Change of Control Event occurs.
- (d) In the absence of a specific treatment being specified in an Invitation Letter in accordance with Rule 16.1(c), all of a Participant's Unvested Awards will become Vested Awards if a Change of Control Event occurs unless the Board determines otherwise.

16.2 Change of Control Notice

- (a) Prior to a Change of Control Event, the Board may provide notice of the Change of Control Event to each Participant (**Change of Control Notice**).
- (b) A Change of Control Notice must specify:
 - (i) that a Change of Control Event is expected to occur;
 - (ii) the date on which the Change of Control Event is expected or proposed to occur (if then known);
 - (iii) the number of the Participant's Awards that are, or will become, Vested Awards; and
 - (iv) the date by which a Participant must notify the Company that they exercise their Awards contingent on the Change of Control Event occurring in accordance with Rule 16.3.
- (c) Inadvertent non-compliance with Rule 16.2(b) does not invalidate a Change of Control Notice.

16.3 Exercise of Vested Awards following a Change of Control Notice

Once a Change of Control Notice has been issued, a Participant may give notice to the Company that they exercise their Awards contingent on the Change of Control Event occurring provided that such notice by a Participant must be received by the Company not later than the date specified in the Change of Control Notice.

16.4 Expiry of Awards on Change of Control

- (a) If a Participant does not give notice to the Company of the exercise of their Vested Awards in accordance with Rule 16.3 by the date specified in the Change of Control Notice and a Change of Control Event occurs, all of that Participant's Vested Awards which have not been exercised will (unless otherwise determined by the Board) be forfeited and expire immediately prior to the occurrence of that Change of Control Event (or at such other time as determined by the Board), unless the Board determines otherwise.
- (b) A Participant's Unvested Awards will be forfeited and expire on the date specified in the Change of Control Notice, unless the Board determines otherwise.

16.5 If Change of Control does not subsequently occur

Unless otherwise determined by the Board, if a Change of Control Notice has been given but the relevant Change of Control Event does not or will not occur (as determined by the Board):

- (a) all Change of Control Notices and other documents executed in response to any Change of Control Notice are deemed to be void and of no effect;
- (b) any monies paid to the Company in accordance with Rule 7.3 in response to any Change of Control Notice must be returned to the relevant Participant and no interest will be payable on those monies by the Company;
- (c) any Unvested Award which became a Vested Award (contingently or otherwise) in accordance with Rule 16.1(a) will be deemed to be an Unvested Award with the same unsatisfied Vesting Conditions and Exercise Conditions that existed prior to the issue of the Change of Control Notice;
- (d) any Award which was exercised (contingently or otherwise) in connection with a Change of Control Notice will be deemed never to have been exercised and remain on issue on the same terms as existed prior to the issue of the Change of Control Notice; and
- (e) the Change of Control Notice will be deemed to have never been given.

16.6 Notice of lapse of Change of Control Notice

If Rule 16.5 applies to a Change of Control Notice, the Company must give each Participant notice of that fact as soon as reasonably practicable.

16.7 Acquisition of securities in another Company

If a company (**Acquiring Company**) obtains control of the Company and the Acquiring Company and the Company agree, a Participant may be provided with awards or securities in the Acquiring Company (or its parent or its subsidiary) in substitution for the Awards, on substantially the same terms and conditions as the Awards, but with appropriate adjustments as to the number and kind of awards or securities.

17. Business divestments

Where the Company divests, or disposes of, a business or asset designated by the Board for this purpose as 'material', the Board may make special rules that apply to Participants in relation to the Awards, or Shares allocated in respect of Awards, held under the Plan (and any other entitlements that may arise in relation to those Awards or Shares). Without limiting the Board's discretion, such rules may include:

- (a) varying the Vesting Conditions and / or Exercise Conditions, Dealing restrictions and/or Restriction Period applying to the Participant's Awards to take into account the divestment of the business or asset (if applicable); and/or
- (b) deeming the Participant to remain an Eligible Person of the Group for a specific period.

18. Compliance with Corporations Act and other Applicable Laws

- (a) Notwithstanding any other provision of these Rules or any term or condition of the participation of any Participant in the Plan, the Board must not issue an Award under the Plan, and no Award may be transferred or otherwise Dealt with unless:
 - (i) all necessary approvals from any Government Agency in respect of the issue, transfer or Dealing have been obtained; and
 - (ii) the issue, transfer or Dealing complies with the Constitution, all Applicable Laws, regulations and rules that may govern the Company including the Corporations Act.
- (b) Without limitation to Rule 18(a) (a), if any Applicable Law requires conditions to be imposed on any remuneration of a Participant, or for that Participant's remuneration to be deferred or subject to reduction, the Board may impose those conditions or apply that deferral or reduction to the Awards granted to the Participant (including Awards that have previously been granted). The Board may do this even if the Awards were originally granted without those conditions or deferral.

19. Adjustment of Awards on Reorganisation Event

19.1 Reorganisation Event

- (a) The Plan continues to apply in full force and effect despite any Reorganisation Event.
- (a) Subject to the Listing Rules, if at any time after the date of issue of an Award and prior to the exercise, expiry, forfeiture or cancellation of an Award there is a Reorganisation Event the following provisions will apply:
 - (i) If there is a consolidation of the Shares:
 - (A) each Award must be consolidated in the same ratio as the Shares; and
 - (B) the Exercise Price of each Award must be amended in inverse proportion to that ratio.
 - (ii) If there is a sub-division of the Shares:
 - (A) each Award must be sub-divided in the same ratio as the Shares; and
 - (B) the Exercise Price of each Award must be amended in inverse proportion to that ratio.
 - (iii) If there is a return of capital of the Company to Shareholders:
 - (A) there is no change to the number of Awards issued; and

- (B) the Exercise Price of each Award must be reduced by the same amount as the amount returned in relation to each Share, to a minimum of zero.
- (iv) If there is a reduction in the Share Capital (where no Shares are cancelled) by a cancellation of Share Capital that is either lost or not represented by available assets, the number of Awards and the Exercise Price of each Award does not change.
- (v) If there is a pro-rata cancellation of Share Capital:
 - (A) the number of Awards must be reduced in the same ratio as the Share Capital; and
 - (B) the Exercise Price of each Award must be amended in inverse proportion to that ratio.
- (vi) If none of Rules 19.1(a)(i) to 19.1(a)(v) apply, the number of Awards or the Exercise Price of the Awards, or both, must be reorganised or amended (as appropriate) so that the holder of those Awards will not receive a benefit that Shareholders do not receive.

19.2 Notification

The Company must notify each holder of Awards of any adjustments made pursuant to Rule 19.1 as soon as reasonably practicable. A failure to do so will not affect the adjustment.

20. Cancellation of Awards

Notwithstanding any other provisions of these Rules, but subject at all times to any Applicable Laws, and regulations, if a Participant and the Company (acting by the Board) agree in writing that some or all of the Awards granted to that Participant are to be cancelled on a specified date or on the occurrence of a particular event, then those Awards may be cancelled in the manner agreed between the Company and the Participant.

21. Power of Attorney

21.1 Power of Attorney

- (a) Each of the Participants (in its own right) irrevocably appoints the Company and each of the Directors from time to time jointly and severally as its attorney to complete and execute (under hand or under seal) such documents for and on his, her or its behalf as the attorney or attorneys (acting in good faith and in their discretion) think necessary or desirable to give effect to any of the transactions or carry out any other matters contemplated by any provision of these Rules, including without limitation Rule 13.
- (b) Each of the Participants agrees to ratify and confirm whatever the attorney or attorneys lawfully do, or cause to be done, under the appointment in accordance with Rule 21.1.
- (c) Each of the Participants agrees to indemnify the attorney or attorneys against all Claims, demands, costs, charges, expenses, outgoings, losses and liabilities arising in any way in connection with the lawful exercise of all or any of the powers and authorities under the appointment in accordance with Rule 21.1.
- (d) Each of the Participants agree to deliver to the Company, the Trustee and to each Director on demand any power of attorney, instrument of transfer or other document as the Company, the Trustee or any Director may require for the purposes of any of the transactions contemplated by these Rules, including without limitation Rule 13.

21.2 Application of moneys

If a Participant defaults in completing the transfer of any Awards or Ordinary Shares pursuant to these Rules, including without limitation Rule 13:

- (a) the Company (or an independent person nominated by the Company) will hold any applicable purchase moneys on trust for the Participant (but the Company has no obligation to invest such moneys);

- (b) receipt by the Company of the purchase moneys will be good discharge of the buyer's obligation to the Participant and the buyer will not be bound to see to the application of it; and
- (c) the Company must pay the purchase moneys to the Participant (or as required by these Rules) as soon as practicable after completion of the transfer of any Awards or Ordinary Shares in compliance with and pursuant to these Rules.

22. Administration of the Plan

22.1 Administration by the Board

- (a) The Plan will be administered by the Board in accordance with these Rules.
- (b) The Board may make further provisions for the operation of the Plan which are consistent with these Rules.

22.2 Board powers

The Board may:

- (a) delegate some or all of the administration of the Plan to any person or committee or sub-committee for any period and on any terms it decides to exercise of any of its powers or discretions under the Plan;
- (b) decide on appropriate procedures for administering the Plan, including the forms and notices to be issued under the Plan;
- (c) make determinations regarding questions of fact or interpretation concerning the Plan and these Rules and any dispute of any kind that arises under the Plan;
- (d) amend, add to or waive any provision of the Plan (including this Rule 22);
- (e) correct any defect, supply any omission or reconcile any inconsistency in the Plan, including (if applicable) any inconsistency between the Constitution and these Rules;
- (f) determine that any decision made, or permission given, under the Plan, is subject to further conditions decided by the Board; and
- (g) make all other administrative determinations which the Board considers necessary or desirable for the administration of the Plan.

22.3 Board's Discretion

Subject to the requirements of these Rules, the Company and the Board each have absolute and unfettered discretion:

- (a) to act or refrain from acting under these Rules or concerning the Plan; and
- (b) in exercising any power or discretion concerning the Plan or any rights under the Plan.

22.4 Limit on powers, discretions and obligations

Any power or discretion which is conferred on the Board by these Rules must be exercised in the interests, or for the benefit, of the Company, and the Board is not, in exercising any such power or discretion, under any fiduciary or other obligation to any other person.

22.5 Board decisions final and conclusive

The decisions of the Company and Board respectively as to the interpretation, effect or application of these Rules and all determinations made by the Company or Board under these Rules are final, conclusive and binding on the Participants.

22.6 Documents

The Company may from time to time require a Participant to complete and return any documents that are required by Applicable Law to be completed by the Participant and any other documents which the Company considers should, for legal or taxation reasons, be completed by the Participant.

22.7 Termination Benefits

- (a) This Rule 22.7 applies to any benefit which may be required to be provided by any Group Entity (**Benefit**). This Rule 22.7 applies notwithstanding, and overrides, any other provision of these Rules and any agreement, understanding, policy, plan, scheme or arrangement (**Arrangement**).
- (b) Notwithstanding any Arrangement, no person will be entitled to any Benefit in connection with any person's cessation of Engagement, if the giving of the Benefit would give rise to a breach of Part 2D.2 of the Corporations Act, any other provision of the Corporations Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such Benefits (**Limiting Legislation**).
- (c) If any Limiting Legislation:
 - (i) limits the amount of the Benefit, or the amount of the Benefit that may be given without obtaining shareholder approval, the Benefit is capped at that amount and no further Benefit is required to be provided to the relevant person; or
 - (ii) restricts whether the Benefit can be provided without obtaining shareholder approval, the Benefit will not be provided to the relevant person.
- (d) The relevant Group Entity may reduce any Benefit in such manner as it determines appropriate to ensure compliance with Limiting Legislation and so that shareholder approval does not need to be obtained.
- (e) No Group Entity is required to seek or obtain the approval of its shareholders for the purpose of overcoming any limitation or restriction imposed by any Limiting Legislation.

23. Amendment, Suspension and Termination

23.1 Amendment of these Rules

Subject to Rule 23.2, the Board in its sole discretion, may, by written instrument amend all or any of the provisions of these Rules, including this Rule 23.

23.2 Limitation on amendment

- (a) Subject to Rule 23.2(b), if any amendment of the provisions of these Rules materially reduces the rights or increases the obligations of any Participant in respect of their Awards or Shares held at the date of the amendment, the Board must obtain the prior written consent of at least 75% of the Participants affected by the proposed amendment in respect of their Awards or Ordinary Shares:
- (b) The Company may amend these Rules without the written consent of the Participants under Rule 23.2(a):
 - (i) for the purpose of complying with or conforming to the Applicable Law or for the purpose of complying with or conforming to present or future State or Commonwealth legislation governing or regulating the maintenance or operation of the Plan or like plans;
 - (ii) to take into consideration any possible adverse tax implications to the Plan or like plans arising from public or private rulings, determinations, interpretative decisions or other statements of the Commissioner of Taxation or any other relevant taxation authority, changes or proposed changes to tax legislation (including any announcement by any relevant taxation authority) and / or changes in the interpretation of tax legislation by a competent court or tribunal;
 - (iii) to correct any manifest error or mistake;

- (iv) to enable contributions or other amounts paid by any Group Entity to qualify as income tax deductions for that Group Entity or any other Group Entity; or
- (v) to enable any Group Entity to comply with the Corporations Act or its constitution.

23.3 Amendments may be retrospective

Subject to the provisions of this Rule 23, any amendment made pursuant to Rule 23.1 may be given retrospective effect.

23.4 Suspension and termination

- (a) Subject to Rule 23.4(b), the Board may in its sole discretion suspend the operation of the Plan or terminate the Plan.
- (b) The suspension or termination of the Plan must not prejudice the existing rights of Participants.

24. Rights and Obligations of Participants

24.1 Participants' obligations

Participants are bound by:

- (a) these Rules;
- (b) the Listing Rules as they relate to the Plan;
- (c) the Invitation Letter;
- (d) the Clawback Policy;
- (e) the Trust Deed (if applicable); and
- (f) the Constitution.

24.2 Participants' rights

Except as expressly provided in these Rules, nothing in these Rules:

- (a) confers on any person any expectation to become a Participant;
- (b) confers on any person the right to be invited to apply for, to be offered, or to receive, any Awards;
- (c) confers on any Participant the right to continue as an employee, officer or contractor of any Group Entity (as the case may be);
- (d) affects an Eligible Person's terms of Engagement with any Group Entity;
- (e) affects any rights which any Group Entity may have to terminate the Engagement of any Participant;
- (f) may be used to increase damages in any action brought against any Group Entity in respect of any termination of Engagement;
- (g) confers on an Eligible Person or a Participant any rights to compensation or damages in consequence of the termination of their Engagement with a Group Entity for any reason whatsoever including ceasing to have rights under the Plan as a result of such termination; or
- (h) confers on a Participant the right to assign his or her actual or prospective rights under the Plan, any Awards or any Ordinary Shares to any person without the consent of the Board.

24.3 Relevant Persons' and Participants' acknowledgments

By accepting an invitation to participate in the Plan and submitting an Application to the Company, the Participant acknowledges that:

- (a) the Plan is established voluntarily by the Board, it is discretionary in nature and it may be modified, suspended or terminated by the Board at any time, as provided in these Rules;
- (b) participation in the Plan is voluntary and occasional and does not create any contractual or other right to future participation in the Plan, or benefits in lieu of participation in the Plan, even if participation is offered repeatedly;
- (c) all decisions with respect to future participation in the Plan, if any, will be at the sole and absolute discretion of the Board;
- (d) the Participant's participation in the Plan will not create a right to further employment with his or her employer;
- (e) the future value of the Awards and Shares is unknown and cannot be predicted with certainty and the Shares may increase or decrease in value, even below the Issue Price; and
- (f) except as otherwise provided for under these Rules, the Participant will have no entitlement to compensation or damages as a result of any loss or diminution in the value of Awards or Shares or any other rights acquired pursuant to the Plan, including, without limitation, as a result of the termination of the Participant's employment by any Group Entity or other affiliate for any reason whatsoever and whether or not in breach of contract, and, upon commencing participation in the Plan, the Participant will be deemed irrevocably to have waived any such entitlement as might arise.

24.4 Rights on cessation of Engagement

- (a) No person, whether a Participant or otherwise, has any Claim, right or interest in respect of the Plan or other property, whether against any Group Entity or any other person, as a consequence of cessation of that person's Engagement or otherwise, except in accordance with these Rules.
- (b) Without limiting Rules 24.2 to 24.4(a), participation in the Plan does not form part of the Participant's remuneration for the purposes of determining payments in lieu of a notice of termination of Engagement, severance payments, leave entitlements, or any other compensation payable to a Participant upon the cessation of Engagement.

24.5 Other benefits scheme calculations

No payment under the Plan will be taken into account in determining any benefits under any pension, retirement, savings, profit-sharing, group insurance, welfare or benefit plan of any Group Entity.

24.6 Participation in other schemes

Participation in the Plan does not affect, and is not affected by, participation in any other incentive or other scheme of a Group Entity unless the terms of that incentive or scheme provide otherwise.

25. General Provisions

25.1 Fractional Shares

- (a) Where any provision of these Rules would result in the issue, buy-back (including by way of capital reduction) or transfer of a fractional number of Awards or Shares that provision is to be construed so that:
 - (i) in the case of an issue of Awards or Shares, the number is to be rounded down to the nearest whole number; and
 - (ii) in the case of a transfer or buy-back (including by way of capital reduction) of Awards or Shares, the number is to be rounded up to the nearest whole number,
 unless expressly stated otherwise.

- (b) The Board or Company may make any decisions on adjustments or rounding of fractional entitlements or Awards which it considers necessary or desirable in connection with Rule 19.1 or another provision of these Rules.
- (c) The decisions of the Board or the Company respectively as to all calculations made by them under these Rules are final, conclusive and binding on the Participant and any person with any interest in any Awards in the absence of manifest error.

25.2 Execution permitted by Electronic Signature

- (a) Any document referred to in these Rules (including these Rules, an Invitation Letter and an Application) may be signed or executed (as applicable) by Electronic Signature.
- (b) The Company and each Participant (by accepting an invitation to participate in the Plan and submitting an Application to the Company):
 - (i) consents to the use of Electronic Signature and receiving any document referred to in these Rules (including these Rules, an Invitation Letter and an Application) in electronic or digital form;
 - (iii) acknowledges that the use of Electronic Signature is an appropriately reliable method for the purposes of signing or executing (as applicable) these Rules and a document referred to in these Rules to identify each signatory and to indicate that signatory's intention in respect of the contents of document being signed or executed (as applicable);
 - (iv) acknowledges that a requirement for writing or written form or physical or vellum form may be satisfied in electronic or digital form;
 - (v) acknowledges that a requirement for any document referred to in these Rules (including these Rules, an Invitation Letter and an Application) to be signed or executed (as applicable) may be satisfied by Electronic Signature;
 - (vi) warrants that, if a document has been signed or executed (as applicable) using an Electronic Signature, they have applied (or their duly authorised signatory has applied) the Electronic Signature to the document, or approved the application of the Electronic Signature to the document on their behalf; and
 - (vii) agrees that Electronic Signature is legally effective execution and conclusive as to their intention to be bound by the document as if signed by that party's (or any of its duly authorised signatory's) manuscript signature.

25.3 Notices

- (a) Any notice required to be given by the Company to a Participant or any correspondence to be made between the Company and a Participant may be given or made by the Board or its delegate on behalf of the Company.
- (b) The address for the delivery, transmission and postage of notices to a Participant is the address of the Participant indicated on the Invitation Letter or such other address as the Participant may notify to the Company in writing from time to time.

25.4 Taxes

- (a) The Company is not responsible for any Taxes which may become payable by a Participant in connection with the issue, transfer or allocation of Awards or Shares or the payment of any cash amount in respect of an Award, or any other Dealing by a Participant with such Awards or Shares. Relevant Persons and Participants are solely responsible for all such amounts.
- (b) Notwithstanding any other Rule, the Company may deduct or withhold any amount in respect of Taxes it is required to deduct or withhold in accordance with Applicable Law in respect of an Award granted or cash payment made to a Participant under this Plan. For the avoidance of doubt, in the case of an amount required to be withheld by the Company on account of TFN withholding tax (ESS) under section 14-155 of Schedule 1 to the TAA, the Company may offset any such withheld amount against any other amount owed by the Company to the Participant, such as salary or fees

25.5 Severability

If the whole or any part of a provision of these Rules, any Invitation Letter, or any Application is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remaining provisions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This Rule 25.5 has no effect if the severance alters the basic nature of these Rules, any Invitation Letter, or any Application, or is contrary to public policy.

25.6 Entire agreement

These Rules, any Invitation Letter and any Application constitute the entire agreement between the Company and the relevant Participant about their subject matter.

25.7 Discretion in exercising rights

The Board or the Company may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless these Rules expressly state otherwise.

25.8 Partial exercise of rights

If the Board or the Company does not exercise a right or remedy fully or at a given time, the Board or the Company may still exercise it later.

25.9 No liability for loss

Neither the Board nor the Company is not liable for costs or loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under these Rules.

25.10 Variation and waiver

A provision of these Rules, any Invitation Letter or any Application, or a right created under any of them, may not be waived or varied except in writing, signed by the party or parties to be bound.

25.11 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, these Rules or any part of it.

25.12 Governing law

These Rules are governed by and are to be construed in accordance with the laws of Canberra, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Canberra, Australia.