

AUDINATE LONG TERM INCENTIVE PLAN RULES

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1 DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In these Rules, unless the context otherwise requires, the following terms and expressions will have the following meanings:

Acquisition Price means:

- (a) in relation to a Share Award, the issue price or purchase price of the Share Award offered for subscription or purchase (if any and as the case may be) to an Eligible Employee under clause 9.2 as specified in the Invitation Letter; or
- (b) in relation to a Loan Funded Share, the price at which the Company offers the Loan Funded Share to an Eligible Employee as specified in the Invitation Letter, being normally equal to or above the Market Value of the Loan Funded Share.

After Tax Dividend Amount means that amount equal to the total cash dividend paid on Loan Funded Shares held by a Participant less the amount remaining after deducting the maximum taxation amount payable in respect of that cash dividend, calculated using the Participant's highest marginal tax rate.

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

- (a) the Corporations Act and/or any other applicable securities or corporations laws;
- (b) the Listing Rules;
- (c) the Constitution;
- (d) the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) and/or any other applicable taxation laws, each as amended from time to time;
- (e) any practice note, policy statement, regulatory guide, class order, declaration, guideline, policy, procedure, ruling, judicial interpretation or other guidance note made to clarify, expand or amend paragraphs (a), (b), and (d); and
- (f) any other legal requirement that applies to the Plan and/or the Loan Agreement (if applicable),
- (g) which apply to the jurisdiction in which the Eligible Employee receives the Award and the jurisdiction in which the Company primarily operates from time to time.

Application means an application by an Eligible Employee to participate in the Plan made in response to an Invitation Letter.

ASIC means the Australian Securities and Investments Commission.

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

Award means:

- (a) an Option;
- (b) a Performance Right;
- (c) a Share Award; and/or
- (d) a Loan Funded Share,

as the case may be.

Bad Leaver means, unless otherwise determined by the Board in its sole and absolute discretion, a Participant who ceases employment or office with any Group Company in any of the following circumstances:

- (a) the Participant resigns from their employment or office;
- (b) the employment of the Participant is terminated due to poor performance; or
- (c) the Participant's employment is terminated, or the Participant is dismissed from their office, for any of the following reasons:
 - (i) the Participant has committed any serious or persistent breach of the provisions of any employment contract entered into by the Participant with any Group Company;
 - (ii) the Participant being guilty of fraudulent or dishonest conduct in the performance of the Participant's duties, which in the reasonable opinion of the relevant Group Company effects the Participant's suitability for employment with that Group Company, or brings the Participant or the Group into disrepute;
 - (iii) the Participant has been convicted of any criminal offence which involves fraud or dishonesty;
 - (iv) the Participant has committed any wrongful or negligent act or omission which has caused any Group Company substantial liability;
 - (v) the Participant has become disqualified from managing corporations in accordance with Part 2D.6 of the Corporations Act or has committed any act that may result in the Participant being banned from managing a corporation under the Corporations Act; or
 - (vi) the Participant has committed serious or gross misconduct, wilful disobedience or any other conduct justifying termination of employment without notice.

Board means the board of directors of the Company, a committee appointed by the board of

directors of the Company as constituted from time to time, or any person who is provided with delegated authority by the board of directors from time to time, as delegated in accordance with clause 21.3.

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

Buy-Back means the purchase by the Company of Share Awards or Loan Funded Shares (as the case may be) or the buy-back by the Company of Plan Shares pursuant to clause 15 and **Bought-Back** has a similar meaning.

Cancel means the cancellation of Options and/or Performance Rights by the Company for payment of any consideration to the relevant Participant as required under clause 8.14 and **Cancellation** and **Cancelled** has a similar meaning.

Certificate means the certificate issued by the Company to a Participant in respect of an Option and/or a Performance Right (as the case may be).

Change of Control Event means:

- (a) where a person or entity becomes a legal or beneficial owner of 50% or more of the issued share capital of the Company;
- (b) where a person or entity becomes entitled to, acquires, holds or has an equitable interest in more than 50% of the issued share capital of the Company; or
- (c) the Board determines that there are circumstances that have occurred or are likely to occur which will result in significant changes to the structure or control of the Company which may adversely affect the value of Awards.

Company means Audinate Group Limited (ACN 618 616 916).

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

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

Director means a director of any Group Company.

Dividend Payment Date means the date on which the Company pays dividends on the Loan Funded Shares.

Drawdown Date means the date on which a Loan is made to a Participant.

Eligible Employee means:

- (a) any Director or Employee who is declared by the Board in its sole and absolute discretion to be eligible to receive grants of Awards under the Plan; or
- (b) any other natural person providing services to the Group and who is declared by the Board in its sole and absolute discretion to be eligible to receive grants of Awards under the Plan.

Employee means a full-time or part-time employee of any Group Company.

Exercise Period means the period up to the Expiry Date during which a vested Option may be exercised, and as determined by the Board under clause 8.5.

Exercise Price means the exercise price payable by a Participant to acquire a Plan Share upon the exercise of an Option as specified by the Board in the Invitation in its sole and absolute discretion.

Expiry Date means:

- (a) the date 10 years from the Grant Date of any Awards; or
- (b) any other date determined by the Board and as specified in the Invitation,

after which the Awards will, in the case of Options and/or Performance Rights, automatically lapse under clause 8.12, or in the case of Share Awards and/or Loan Funded Shares, be surrendered by the Participant in accordance with clause 14 (as applicable).

Fee means any fee payable by a Participant to the Company on the grant of an Option and/or Performance Right to the Participant, and as determined by the Board in its sole and absolute discretion.

Forfeiture Conditions means any criteria, requirements or conditions as determined by the Board (as specified in the Invitation Letter) or under these Rules which if met (notwithstanding the satisfaction or waiver of any Performance Hurdles and Vesting Conditions) will result in the lapsing of Options and/or Performance Rights or a Participant surrendering Share Awards and/or Loan Funded Shares under clause 13.2.

Good Leaver means a Participant who ceases employment or office with any Group Company and is not a Bad Leaver.

Grant Date means the date on which Awards are granted to a Participant following the acceptance of an Application.

Group means the Company and its Related Bodies Corporate and **Group Company** means any one of them.

Invitation means an invitation to an Eligible Employee to apply for the grant of Awards under these Rules.

Invitation Letter means a letter from the Company to an Eligible Employee, which contains the Invitation.

Issued Capital means issued ordinary shares whether fully paid or not.

Listing Rules means the listing rules, market rules or operating rules of a financial market in respect of which the Company's shares are quoted or are the subject of an application for quotation, including but not limited, the listing rules of the ASX.

Loan means a loan to a Participant to assist in funding the acquisition of Loan Funded Shares, as set out in clause 10.6.

Loan Agreement means an agreement entered into by the Company (or a Group Company) and a Participant which sets out the terms and conditions upon which the Company (or the Group Company) will make a Loan to the Participant.

Loan Funded Share means a Share issued, transferred or allocated in accordance with clause 10.

Loan Term means the time by which the Loan must be fully repaid, commencing on the Drawdown Date, as specified in the Invitation Letter.

Market Value means:

- (a) in relation to Options and Performance Rights, a value determined by application of a valuation methodology approved by the Board; and
- (b) in relation to Share Awards, Loan Funded Shares and Plan Shares, the 'volume weighted average market price' (as that term is defined in the Listing Rules) per Share during the previous five trading days.

Nominal Consideration means the payment to a Participant of \$10.

Notice of Exercise means a notice of exercise of Options in the form determined by the Board from time to time.

Option means an option granted under this Plan to subscribe for, acquire and/or be allocated (as determined by the Board in its sole and absolute discretion) one Plan Share subject to the satisfaction of any Vesting Conditions and/or Performance Hurdles, and payment of the relevant Exercise Price (if any).

Participant means a person who has been offered Awards and who has returned a corresponding Application to the Company that has been accepted by the Company pursuant to these Rules.

Performance Hurdles means any ongoing minimum performance requirements (as specified in the Invitation Letter and determined by the Board in its sole and absolute discretion) that are to apply to Awards granted to a Participant.

Performance Right means an entitlement of a Participant granted under this Plan to subscribe for, acquire and/or be allocated (as determined by the Board in its sole and absolute discretion) one Plan Share subject to the satisfaction of any Vesting Conditions and/or Performance Hurdles. For the avoidance of doubt, a Performance Right has a nil Exercise Price.

Plan means the Audinate Long Term Incentive Plan established in accordance with these Rules.

Plan Share means any Share issued or transferred to a Participant upon exercise of an Option, or any Share issued or transferred to a Participant upon automatic exercise of a Performance Right.

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

Repayments means the total of any amounts paid in reduction of a Loan.

Rules means these rules in respect of the operation of the Plan, as amended from time to time and includes all addendums and schedules to these rules.

Securities has the meaning given in the ASX Listing Rules.

Security Interest means a mortgage, charge, pledge, lien, encumbrance or other third party interest of any nature.

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

Share Award means a Share issued, transferred or allocated in accordance with clause 9.

Share Trading Policy means any Company share trading policy as implemented and amended from time to time.

Shareholder means any holder of Issued Capital of the Company.

Shareholder Approval means any prior consent or affirming resolution that needs to be obtained from Shareholders before an action is taken or determination made under these Rules.

Term means the period commencing on the Grant Date and ending on the Expiry Date (inclusive).

Vesting Condition means any time based requirement or condition (as specified in the Invitation Letter and determined by the Board in its sole and absolute discretion) which must be met prior to Awards vesting in a Participant.

Vesting Notification means a notice from the Board to a Participant informing the Participant that the Participant's Awards have vested.

Interpretation

1.2 In these Rules, unless otherwise stated or the contrary intention appears:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 a gender includes all genders;
- 1.2.3 a reference to any legislation includes any modification or replacement of it and all regulations and statutory instruments issued under it and a reference to any provision of any legislation includes any modification or substitution of it;
- 1.2.4 a reference to a person includes a reference to the person's executors, administrators and successors or a body corporate including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- 1.2.5 in these Rules any reference to include means to include without limitation; and

- 1.2.6 references to dollars and \$ are references to Australian dollars and all amounts payable under these Rules are payable in Australia dollars.

Applicable Laws

- 1.3 These Rules, the offering and granting of any Awards, the issuing and/or transferring of Plan Shares, and the rights attaching to or interests in the Awards and Plan Shares, will at all times be subject to all Applicable Laws.

Rounding

- 1.4 Where any calculation or adjustment to be made pursuant to these Rules produces a fraction of a cent or a fraction of an Award or a Plan Share, the fraction will be eliminated by rounding to the nearest whole number.

Headings

- 1.5 Headings are inserted in these Rules for convenience only and do not affect the interpretation of these Rules.

Constitution

- 1.6 The entitlements of Eligible Employees and Participants under these Rules are subject to the Constitution. In the event of any inconsistency between these Rules and the Constitution, the terms of the Constitution will prevail to the extent of that inconsistency.

2 PURPOSE

- 2.1 The purpose of the Plan is to:
- 2.1.1 assist in the reward, retention and motivation of Eligible Employees;
 - 2.1.2 link the reward of Eligible Employees to Shareholder value creation; and
 - 2.1.3 align the interests of Eligible Employees with Shareholders by providing an opportunity to Eligible Employees to earn rewards via an equity interest in the Company based on creating Shareholder value.

3 COMMENCEMENT OF THE PLAN

The Plan will commence on the date determined by resolution of the Board.

4 MAXIMUM AWARD ALLOCATION

Unless prior Shareholder Approval is obtained, the number of Awards which may be granted under this Plan (assuming all Options and Performance Rights were exercised) must not at any time exceed in aggregate 10% of the total Issued Capital of the Company at the date of any proposed new Awards.

5 ELIGIBILITY AND GRANT

Participation

- 5.1 The Board may from time to time in its sole and absolute discretion determine that an Eligible Employee may participate in the Plan.

Selection

- 5.2 Following determination that an Eligible Employee may participate in the Plan, the Board may at any time and from time to time make an Invitation to the Eligible Employee.

Awards that may be made under the Plan

- 5.3 The Company may, at the sole and absolute discretion of the Board, offer and issue to an Eligible Employee any (or any combination) of the different types of Awards provided under the Plan, as set out in the Invitation Letter.

Invitation

- 5.4 Subject to clause 6.1, the manner, form, content, timing and frequency of an Invitation Letter and Application will be as determined by the Board in its sole and absolute discretion.

Application

- 5.5 Unless otherwise determined by the Board in its sole and absolute discretion, an Eligible Employee who wishes to apply to participate in the Plan in response to an Invitation must, on or before the period of time allowed for acceptance of the Invitation, give an Application:
- 5.5.1 to the person specified in the Invitation;
 - 5.5.2 in accordance with any instructions or conditions set out in the Invitation; and
 - 5.5.3 in the case of a grant of Options and/or Performance Rights, on the acceptance by the Board of the Application, the notice confirming the grant of the Options and/or Performance Rights (as the case may be) will be accompanied by a Certificate.

Multiple Invitations

- 5.6 Unless otherwise determined by the Board in its sole and absolute discretion, the Board may grant any number of Awards to an Eligible Employee, as set out in any Invitation Letter, notwithstanding that a grant or grants may have been previously made to the Eligible Employee.

6 TERMS OF AWARDS

Board determination

- 6.1 The terms and conditions of Awards offered or granted under these Rules to each Eligible Employee will be:

- 6.1.1 determined by the Board in its sole and absolute discretion and include as a minimum:
- 6.1.1.1 the type of Award(s);
 - 6.1.1.2 the number of Awards;
 - 6.1.1.3 the Grant Date;
 - 6.1.1.4 in the case of a Share Award or a Loan Funded Share, the Acquisition Price (if any);
 - 6.1.1.5 in the case of an Option or a Performance Right, the Fee (if any);
 - 6.1.1.6 the Performance Hurdles (if any);
 - 6.1.1.7 the Vesting Conditions (if any);
 - 6.1.1.8 in the case of an Option, the Exercise Price (if any);
 - 6.1.1.9 in the case of an Option, the Exercise Period;
 - 6.1.1.10 the Expiry Date and Term;
 - 6.1.1.11 the Forfeiture Conditions (if any);
 - 6.1.1.12 any rights attaching to the Awards and/or the Plan Shares in respect of which the Options and/or Performance Rights are exercisable; and
 - 6.1.1.13 any disposal restrictions attaching to the Awards and/or Plan Shares; and
- 6.1.2 set out in an Invitation Letter delivered to the Eligible Employee.
- 6.2 The terms of any Loan offered in connection with Loan Funded Shares granted to an Eligible Employee, as determined by the Board in its sole and absolute discretion, will be set out in a Loan Agreement delivered to the Eligible Employee.

Awards to be recorded

- 6.3 Awards will be recorded in the appropriate register of the Company.

Listing

- 6.4 Unless determined otherwise by the Board in its sole and absolute discretion, Options and Performance Rights issued under the Plan will not be quoted on the ASX or any other recognised stock exchange.

7 EMPLOYEE SHARE TRUST

The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Awards and/or Plan Shares for Participants under the Plan, and delivering Plan Shares on behalf of Participants upon exercise of Options and/or Performance Rights (as the case may be).

8 OPTIONS AND PERFORMANCE RIGHTS

Performance Hurdles and Vesting Conditions

- 8.1 Options and/or Performance Rights (as the case may be) will only vest and be exercisable if the applicable Performance Hurdles and/or Vesting Conditions (if any) have been satisfied, waived by the Board or are deemed to have been satisfied under these Rules.

Option and Performance Right entitlements

- 8.2 Subject to the Board determining otherwise prior to an Invitation, and subject to these Rules, each vested Option and each vested Performance Right entitles the Participant holding the Option or the Performance Right to subscribe for, or to be transferred, one Plan Share, in the case of an Option, on payment of the Exercise Price (if any).

Participant rights

- 8.3 A Participant who holds Options and/or Performance Rights is not entitled as a result to:
- 8.3.1 notice of, or to vote at or attend, a meeting of the Shareholders unless and until the Options and/or Performance Rights are exercised and the Participant holds Plan Shares; or
 - 8.3.2 receive any dividends declared by the Company in respect of such Options and/or Performance Rights.

No transfer of Options or Performance Rights

- 8.4 Options and/or Performance Rights granted under this Plan may not be assigned, transferred, encumbered with a Security Interest in or over them, or otherwise disposed of by a Participant, unless:
- 8.4.1 the prior consent of the Board is obtained, which consent may impose such terms and conditions on such assignment, transfer, encumbrance or disposal as the Board sees fit; or
 - 8.4.2 such assignment or transfer occurs by force of law upon the death of a Participant to the Participant's legal personal representative.

Exercise Period for Options

- 8.5 The Exercise Period for any Option will be as determined by the Board in its sole and

absolute discretion.

Method of exercise

- 8.6 In the case of an Option, following the issue of a Vesting Notification to the Participant, the vested Option is exercisable by the Participant within the Exercise Period specified by the Board in the Invitation Letter, subject to the Participant delivering to the registered office of the Company or such other address as determined by the Board:
- 8.6.1 a signed Notice of Exercise;
 - 8.6.2 subject to clause 8.9, a cheque or cash or such other form of payment determined by the Board in its sole and absolute discretion as satisfactory for the amount of the Exercise Price (if any); and
 - 8.6.3 the relevant Certificate, or documentary evidence satisfactory to the Board that the relevant Certificate was lost or destroyed.
- 8.7 In the case of a Performance Right, following the issue of a Vesting Notification to the Participant, a vested Performance Right will be automatically exercised within the period specified by the Board in the Invitation Letter.

No issue unless cleared funds

- 8.8 Where a cheque is presented as payment of the Exercise Price on the exercise of Options, the Company will not, unless otherwise determined by the Board, allot and issue or transfer Plan Shares until after the cheque delivered in payment of the Exercise Price has been cleared by the banking system.

Cashless exercise of Options

- 8.9 The Board may determine in its sole and absolute discretion that a Participant will not be required to provide payment of the Exercise Price of Options by cash, cheque or some other method acceptable to the Company, but that on exercise of the Options the Company will only allot and issue or transfer that number of Plan Shares to the Participant that are equal in value to the difference between the Exercise Price otherwise payable in relation to the Options and the then Market Value of the Plan Shares as at the time of the exercise (with the number of Plan Shares rounded down).

Minimum Exercise

- 8.10 Options must be exercised in multiples of 100 unless fewer than 100 Options are held by a Participant or the Board otherwise agrees.

Actions on exercise

- 8.11 On completion of the exercise of Options and/or Performance Rights (as the case may be):
- 8.11.1 the Options and/or Performance Rights will automatically lapse;
 - 8.11.2 the Company will allot and issue, or transfer, the number of Plan Shares for which the Participant is entitled to subscribe for or acquire through the exercise of

such Options and/or Performance Rights (as the case may be); and

- 8.11.3 issue a substitute Certificate(s) for any remaining Options and/or Performance Rights (as the case may be).

Lapsing of Options and/or Performance Rights

- 8.12 Unless the Board otherwise determines in its sole and absolute discretion, Options and/or Performance Rights will lapse on the earlier of:

- 8.12.1 the application of clauses 11 or 12;
- 8.12.2 the application of clause 13;
- 8.12.3 the application of clause 18;
- 8.12.4 if applicable Performance Hurdles and/or Vesting Conditions are not achieved by the relevant time;
- 8.12.5 if the Board determines in its reasonable opinion that the applicable Performance Hurdles and/or Vesting Conditions have not been met and cannot be met prior to the Expiry Date; or
- 8.12.6 the Expiry Date.

- 8.13 Where a Participant's Options and/or Performance Rights (as the case may be) have lapsed under clause 8.12, the Company will:

- 8.13.1 notify the Participant that the Options and/or Performance Rights held by them have lapsed;
- 8.13.2 do such things and enter such arrangements with the Company's share registry or otherwise as it considers necessary, and the Participant will be bound by any action by the Company under this clause 8.13; and
- 8.13.3 not be liable for any damages, compensation or other amounts to the Participant in respect of the Options and/or Performance Rights.

Cancellation of Options and/or Performance Rights

- 8.14 Notwithstanding any other provisions of the Plan, and subject to Applicable Laws, if a Participant and the Board have agreed in writing that some or all of the Options and/or Performance Rights granted to that Participant may be Cancelled on a specified date or on the occurrence of a particular event, then the Board may Cancel those Options and/or Performance Rights on the relevant date or on the occurrence of the particular event (as the case may be).
- 8.15 Where Options and/or Performance Rights are to be Cancelled by the Company, the Company may do such things and enter such arrangements with the Company's share registry or otherwise as it considers necessary to enforce any Cancellation and the relevant Participant will be bound by any action by the Company under this clause 8.15.

9 SHARE AWARDS

Invitation to acquire Share Awards

- 9.1 The Board may from time to time make an Invitation to an Eligible Employee to acquire Share Awards under the Plan.

Acquisition Price

- 9.2 The Board will determine in its sole and absolute discretion the Acquisition Price (if any) for each Share Award. The Acquisition Price will be specified in the Invitation Letter and may be Nil.

Performance Hurdles and/or Vesting Conditions

- 9.3 Where Share Awards granted to a Participant are subject to Performance Hurdles and/or Vesting Conditions (as determined by the Board in its sole and absolute discretion and as specified in the Invitation Letter), the Participant's Share Awards will be subject to the restrictions set out in clause 17 unless and until the applicable Performance Hurdles and/or Vesting Conditions (if any) have been satisfied, waived by the Board or are deemed to have been satisfied under these Rules.
- 9.4 Following the issue of a Vesting Notification to the Participant, the Share Awards held by the Participant will no longer be subject to any restrictions under clause 17 and may then be transferred or sold by the Participant.
- 9.5 If the Board determines that a Participant has not or is unable to satisfy the Performance Hurdles and/or Vesting Conditions (if any), unless otherwise determined by the Board in its sole and absolute discretion:
- 9.5.1 the Participant will forfeit any right or interest in the Share Awards and other entitlements of the Participant under the Plan in relation to those Share Awards; and
 - 9.5.2 those Share Awards will be treated as surrendered by the Participant in accordance with clause 14.

Participant rights

- 9.6 A Participant who holds Share Awards has the rights set out in clause 16.

10 LOAN FUNDED SHARES

Invitation to acquire Loan Funded Shares

- 10.1 The Board may from time to time make an Invitation to an Eligible Employee to acquire Loan Funded Shares under the Plan.

Acquisition Price

- 10.2 The Board will determine in its sole and absolute discretion the Acquisition Price for each

Loan Funded Share.

Performance Hurdles and/or Vesting Conditions

- 10.3 Where Loan Funded Shares granted to a Participant are subject to Performance Hurdles and/or Vesting Conditions (as determined by the Board in its sole and absolute discretion and as specified in the Invitation Letter), the Participant's Loan Funded Shares will be subject to the restrictions set out in clause 17 unless and until the applicable Performance Hurdles and/or Vesting Conditions (if any) have been satisfied, waived by the Board or are deemed to have been satisfied under these Rules.
- 10.4 Following the issue of a Vesting Notification to the Participant and after the full repayment of the Loan, the Loan Funded Shares held by the Participant will no longer be subject to any restrictions under clause 17 and may then be transferred or sold by the Participant.
- 10.5 If the Board determines that a Participant has not or is unable to satisfy the Performance Hurdles and/or Vesting Conditions (if any), unless otherwise determined by the Board in its sole and absolute discretion:
- 10.5.1 the Participant will forfeit any right or interest in the Loan Funded Shares and other entitlements of the Participant under the Plan in relation to those Loan Funded Shares;
 - 10.5.2 those Loan Funded Shares will be treated as surrendered by the Participant in accordance with clause 14; and
 - 10.5.3 the Company will acknowledge the Participant's surrender of those Loan Funded Shares as full consideration for the repayment of the Loan.

Invitation of Loan

- 10.6 Unless otherwise determined by the Board in its sole and absolute discretion:
- 10.6.1 when the Company makes an Invitation to an Eligible Employee to acquire Loan Funded Shares under the Plan, the Company (or any Group Company) will also offer the Eligible Employee a Loan on terms and conditions to be determined by the Board for the purposes of acquiring all or part of the Loan Funded Shares which are the subject of the Invitation; and
 - 10.6.2 an Eligible Employee, who accepts an Invitation in relation to Loan Funded Shares, must also accept the Loan offered in accordance with clause 10.6.1.

Loan amount

- 10.7 Unless otherwise determined by the Board in its sole and absolute discretion, the amount of the Loan will equal to the total Acquisition Price for the subscription or purchase of all or part of the Loan Funded Shares which are the subject of the Invitation.

Application of Loan moneys

- 10.8 A Participant who accepts a Loan in respect of the Loan Funded Shares in respect of which an Invitation has been made to the Participant will irrevocably authorise the Company or a

Group Company (as the case may be) to apply the funds on behalf of the Participant by way of payment of the total Acquisition Price of the Loan Funded Shares to which the offer of the Loan was accepted.

Loan Interest

10.9 The Board will determine at its sole and absolute discretion:

10.9.1 whether a Loan will be interest bearing or interest-free; and

10.9.2 if the Loan is interest-bearing, the interest rate that will apply, and which is to be set out in the Invitation Letter.

Repayment of Loan

10.10 A Participant may repay all or part of a Loan at any time before the expiration of the Loan Term, and at the expiration of the Loan Term the Participant must immediately repay all of the Loan.

10.11 If the Loan becomes due and payable under clause 10.12:

10.11.1 in respect of the Participant's repayment obligation under the Loan, the Company will not have any recourse beyond the Participant's Loan Funded Shares; and

10.11.2 where the then Market Value of the total Loan Funded Shares held by the Participant is less than the Loan:

10.11.2.1 if any Loan Funded Shares are transferred or sold, all proceeds of the transfer or sale of those Loan Funded Shares will be paid to the Company and that payment will be treated as full consideration for the repayment of that portion of the Loan to which those Loan Funded Shares relate; and/or

10.11.2.2 if any Loan Funded Shares are Bought-Back in accordance with these Rules, the then Market Value of those Loan Funded Shares that are Bought-Back will be treated as full consideration for the repayment of that portion of the Loan to which those Loan Funded Shares relate.

10.12 Unless the Board determines otherwise prior to the execution of the Loan Agreement and subject to the Board's discretion to permit the Loan to continue for a further specified period, the Loan becomes due and payable on the first to occur of the following:

10.12.1 expiration of the Loan Term;

10.12.2 if the Participant is declared by the Board to be a Good Leaver, six months after the Participant ceases employment or office with any Group Company;

10.12.3 if the Participant is declared by the Board to be a Bad Leaver, the date the Participant ceases employment or office with any Group Company;

10.12.4 the date the Participant Loan Funded Shares are surrendered by the Participant or Bought-Back, or where the Participant's Loan Funded Shares are subject to

Performance Hurdles and/or Vesting Conditions, the date the Board determines that the applicable Performance Hurdles and/or Vesting Conditions (as the case may be) have not or cannot be satisfied;

10.12.5 the date the Board determines that a Change of Control Event will occur, or is likely to occur; or

10.12.6 a date other than above, that the Participant and the Company agree to in writing, but only in relation to that portion of the Loan which relates to Loan Funded Shares that are to be surrendered and/or Bought-Back (as the case may be) in any of the above circumstances.

Participant rights

10.13 A Participant who holds Loan Funded Shares has the rights set out in clause 16.

Dividends

10.14 Unless otherwise determined by the Board:

10.14.1 the Company will apply and each Participant irrevocably directs the Company to so apply, on each Dividend Payment Date the After Tax Dividend Amount, and any capital returns, towards repayment of the interest component of the Loan and then towards repayment of any outstanding principal component of the Loan; and

10.14.2 of the dividends and capital returns remaining after repayment of the interest component and principal component of the Loan under clause 10.14.1 (if any), the Company will pay those remaining dividends and capital returns to the Participant.

Application of proceeds of transfer, sale or Buy-Back

10.15 At the sole and absolute discretion of the Board, where Loan Funded Shares are transferred, sold or Bought-Back by the Company in accordance with clauses 10.4, 14.1.1 or 15, proceeds of the transfer, sale or Buy-Back of any Loan Funded Shares will be applied in the following order within 90 days of the transfer, sale or Buy-Back (as the case may be):

10.15.1 in repayment or reduction of the outstanding amount of the Loan; and

10.15.2 subject to clause 10.11, by paying the balance (if any) to the Participant, except where the Participant ceases employment with any Group Company and is declared by the Board to be a Bad Leaver.

Offset of outstanding amount of the Loan

10.16 If on cessation of a Participant's employment or office with any Group Company, the Participant owes any money to the Company under the Plan (being any outstanding amount of the Loan), the Participant authorises the Company to offset that money against any payments the Company (or any Group Company) is legally obliged to make to the Participant, to the extent permitted by law.

11 GOOD LEAVER

11.1 Subject to the terms of an Invitation Letter, where a Participant becomes a Good Leaver:

11.1.1 unless the Board in its sole and absolute discretion determines otherwise:

11.1.1.1 any and all vested Options held by the Participant which have not been exercised will continue in force and remain exercisable until the Expiry Date or such lesser period as determined by the Board;

11.1.1.2 any and all vested Performance Rights held by the Participant which have not been exercised will continue in force and remain exercisable; and

11.1.1.3 the Participant will be entitled to continue to hold all vested Share Awards and Loan Funded Shares; and

11.1.2 the Board may determine, in its sole and absolute discretion, the manner in which any unvested Awards held by the Participant will be dealt with, including but not limited to:

11.1.2.1 allowing some or all of those unvested Awards to continue to be held by the Participant, and be subject to existing Performance Hurdles and/or Vesting Conditions;

11.1.2.2 undertaking a Buy-Back of some or all of the unvested Options, Performance Rights, Share Awards and/or Loan Funded Shares (as the case may be) in accordance with clause 15; and/or

11.1.2.3 requiring that:

(a) any remaining unvested Options and/or Performance Rights (as the case may be) automatically lapse in accordance with clause 8.12; and/or

(b) any remaining unvested Share Awards and/or Loan Funded Shares (as the case may be) be automatically surrendered by the Participant in accordance with clause 14.

12 BAD LEAVER

12.1 Subject to the terms of an Invitation Letter, where a Participant becomes a Bad Leaver, unless the Board in its sole and absolute discretion determines otherwise:

12.1.1 any and all vested Options held by the Participant which have not been exercised will continue in force and remain exercisable until the Expiry Date;

12.1.2 any and all vested Performance Rights held by the Participant which have not been exercised will continue in force and remain exercisable;

- 12.1.3 the Participant will be entitled to continue to hold all vested Share Awards and Loan Funded Shares;
- 12.1.4 all unvested Options and/or Performance Rights held by the Participant will automatically lapse in accordance with clause 8.12; and
- 12.1.5 all unvested Share Awards and/or Loan Funded Shares held by the Participant will be automatically surrendered by the Participant in accordance with clause 14.

13 FORFEITURE

Forfeiture Conditions

- 13.1 The Board may determine prior to an Invitation if any Forfeiture Conditions apply in respect of Awards.
- 13.2 If any of the Forfeiture Conditions set out in the Invitation Letter is met, unless otherwise determined by the Board in its sole and absolute discretion:
 - 13.2.1 all unvested and vested Options and/or Performance Rights (as the case may be) held by the Participant will automatically lapse in accordance with clause 8.12; and
 - 13.2.2 all unvested and vested Share Awards and/or Loan Funded Shares (as the case may be) held by the Participant will automatically be surrendered by the Participant in accordance with clause 14.

Fraudulent or dishonest actions

- 13.3 In addition to the Forfeiture Conditions (if any), where, in the reasonable opinion of the Board, a Participant:
 - 13.3.1 acts fraudulently or dishonestly; or
 - 13.3.2 wilfully breaches his or her duties to the Group,then the Board may deem all Awards held by the Participant will be treated in accordance with clause 13.2.

14 SURRENDER OF SHARE AWARDS AND LOAN FUNDED SHARES

- 14.1 Where Share Awards and/or Loan Funded Shares (as the case may be) are surrendered by a Participant as a result of a Forfeiture Condition being met or otherwise pursuant to the Rules:
 - 14.1.1 the Participant consents to the Company either (at the Board's election):
 - 14.1.1.1 treating them as forfeited Share Awards and/or Loan Funded Shares in accordance with the forfeiture provisions of the Constitution, and for the avoidance of doubt, any such forfeited Share Awards and

Loan Funded Shares may be sold by the Company to a third party; or

- 14.1.1.2 affecting a Buy-Back of those Share Awards and/or Loan Funded Shares for Nominal Consideration;
- 14.1.2 the Company will arrange for the Participant's agent or attorney to sign any documents required to deal with those Share Awards and/or Loan Funded Shares; and
- 14.1.3 the Company will not be liable for any damages, compensation or other amounts to the Participant in respect of those Share Awards and/or Loan Funded Shares.

15 BUY-BACK

Buy-Back

- 15.1 Subject to Applicable Law, the Company may at any time Buy-Back Share Awards, Loan Funded Shares, Options, Performance Rights and/or Plan Shares in accordance with clause 15.2.

Buy-Back procedure

- 15.2 Unless otherwise stated in these Rules, the Board may cause the Company to Buy-Back Share Awards, Loan Funded Shares, Options, Performance Rights and/or Plan Shares held by a Participant for:
 - 15.2.1 an amount agreed with the Participant at any time; or
 - 15.2.2 where there is a formal takeover offer made for at least 50% of the Shares, the Company may Buy-Back Share Awards, Loan Funded Shares and/or Plan Shares (as the case may be) at the price or prices offered by the bidder under the takeover offer and/or as considered appropriate by the Board in its reasonable opinion in light of such an offer.

Buy-Back period

- 15.3 Any Buy-Back under clause 15.2 may occur in one or more tranches within such time, as determined by the Board in its sole and absolute discretion.

Buy-Back mechanism

- 15.4 Each Participant will do all acts, matters and things which are necessary or desirable to give effect to any Buy-Back of the Participant's Share Awards, Loan Funded Shares, Options, Performance Rights and/or Plan Shares.

16 RIGHTS ATTACHING TO SHARE AWARDS, LOAN FUNDED SHARES AND PLAN SHARES

Shares to rank equally

- 16.1 Any Share Awards, Loan Funded Shares and/or Plan Shares allotted, issued or transferred by the Company to a Participant under the Plan will rank equally with all existing Shares on and from the date of allotment, issue or transfer, including in respect of all rights and bonus issues.

Dividends

- 16.2 A Participant will have a vested and indefeasible entitlement to any dividends declared and distributed by the Company on any Share Awards, Loan Funded Shares and/or Plan Shares which, at the record date for determining entitlement to those dividends, are standing to the account of the Participant.

Dividend reinvestment

- 16.3 The Participant may participate in any dividend reinvestment plan operated by the Company in respect of Share Awards, Loan Funded Shares (provided the Loan has been fully repaid) and/or Plan Shares held by the Participant and such participation must be in respect of all Share Awards, Loan Funded Shares and/or Plan Shares held by the Participant. Shares issued under any dividend reinvestment plan operated by the Company will be subject to the same terms and conditions as the Share Awards, Loan Funded Shares and/or Plan Shares held by the Participant.

Voting rights

- 16.4 A Participant may exercise any voting rights attaching to Share Awards, Loan Funded Shares and/or Plan Shares registered in the Participant's name.

17 DISPOSAL RESTRICTIONS

Board determines

- 17.1 The Board, in its sole and absolute discretion, may determine, prior to an Invitation being made, whether there will be any restrictions on the disposal of, the granting (or purporting to grant) of any Security Interest in or over, or otherwise on dealing with (or purporting to dispose or deal with), Share Awards, Loan Funded Shares and/or Plan Shares held by any Participants.

No transfer

- 17.2 Subject to clause 17.1, Share Awards, Loan Funded Shares and/or Plan Shares, or any beneficial or legal interest in those shares, may not be transferred, encumbered or otherwise disposed of, or have a Security Interest granted over them, by a Participant unless all restrictions on the transfer, encumbrance or disposal of the Share Awards, Loan Funded Shares and/or Plan Shares have been met, the Board has waived any such restrictions, or prior

consent of the Board is obtained which consent may impose such terms and conditions on such transfer, encumbrance or disposal as the Board sees fit.

Board actions

- 17.3 The Company may do such things and enter into such arrangements with the Company's share registry or otherwise as it considers necessary to enforce the transfer restrictions set out in clause 17.2, including but not limited imposing a holding lock on the Share Awards, Loan Funded Shares and/or Plan Shares or using an employee share trust to hold any such shares during the relevant restriction period. Participants will be bound by any action by the Company under this clause 17.3.

Overriding restrictions on dealing

- 17.4 Share Awards, Loan Funded Shares and Plan Shares must not be dealt with under this clause 17 if to do so would contravene Applicable Laws and Participants must comply with any Share Trading Policy at all times.

Entitlements

- 17.5 For the avoidance of doubt, the imposition of a restriction on the Share Awards, Loan Funded Shares and/or Plan Shares held by a Participant pursuant to clause 17.1 will not affect the Participant's entitlement to receive a notice of, or to vote or attend at, a meeting of the members of the Company or Shareholders, and to receive any dividends declared by the Company during the relevant restriction period.

18 CHANGE OF CONTROL EVENT

- 18.1 In the event of a Change of Control Event, and unless the Board determines otherwise in its sole and absolute discretion:
- 18.1.1 Awards granted will vest where, in the Board's sole and absolute discretion, the Vesting Conditions and Performance Hurdles applicable to those Awards have been satisfied, but that vesting will occur only on a pro rata basis based on the period with has elapsed from the Grant Date to the date of the Change of Control Event when compared to the relevant overall vesting period and based on actual performance;
 - 18.1.2 any Options and Performance Rights which the Board determines will not vest under clause 18.1.1 will automatically lapse in accordance with clause 8.12; and
 - 18.1.3 any Share Awards and Loan Funded Shares which the Board determines will not vest under clause 18.1.1 will automatically be surrendered by the Participant in accordance with clause 14.

19 ADJUSTMENT FOR CAPITAL RECONSTRUCTIONS

Reorganisation

19.1 Subject to any Applicable Laws, following any variation to the Issued Capital of the Company arising from:

- 19.1.1 a reduction, subdivision or consolidation of the Issued Capital of the Company;
- 19.1.2 a reorganisation of the Issued Capital of the Company;
- 19.1.3 a distribution of assets in specie;
- 19.1.4 the payment of a dividend, otherwise than in the ordinary course, of an amount substantially in excess of the Company's normal distribution policy; or
- 19.1.5 any issue of Shares or other equity securities or instruments which convert into Shares by way of capitalisation of profits or reserves,

the number of Awards to which each Participant holds under the Plan, and the Exercise Price of Options (if any) held by each Participant, will be adjusted in accordance with the Listing Rules.

Notification of adjustments

19.2 Upon any adjustment being made pursuant to clause 19.1, the Board will notify each Participant (or his or her legal personal representative where applicable) in writing, informing them of the number of Awards (and issuing new Certificate(s) in those circumstances) and/or Plan Shares held by the relevant Participant.

Limited right to participate in new issues

19.3 Subject to clause 19.1, during the currency of any Options and/or Performance Rights and prior to their vesting, Participants are not entitled to participate in any new issue of Securities of the Company as a result of their holding Options and/or Performance Rights.

Fairness in application

19.4 In the application of this clause 19, the Board may (as far as possible) make whatever adjustments it deems necessary or desirable to ensure that the consequences of that application are fair as between the Participants and the holders of other securities in the Company subject to any Applicable Laws including the Listing Rules.

20 CONTRAVENTION OF APPLICABLE LAWS

No act will be done or determination made in accordance with these Rules where to do so would be a breach of any Applicable Laws, and where any such act is done or determination made it will be considered void and to the extent possible be unwound and of no effect in respect of Awards and/or Plan Shares.

21 ADMINISTRATION OF THE PLAN

Plan to be administered in accordance with the Rules

- 21.1 The Plan will be administered by the Board in accordance with these Rules.

Regulations

- 21.2 The Board may make such regulations for the operation of the Plan as it considers necessary, provided such regulations are consistent with these Rules.

Delegation

- 21.3 The Board may delegate any of its powers or discretions conferred on it by these Rules to a committee of the Board or to any one or more persons selected by it, including but not limited to the company secretary.
- 21.4 Any delegation will be for such period and upon such terms and conditions as determined by the Board from time to time.

Decisions final

- 21.5 Every exercise of a discretion by the Board (or its delegates) and any decision by the Board (or its delegates) regarding the interpretation, effect or application of these Rules will be final, conclusive and binding.

Attorney and agent

- 21.6 Each Participant hereby authorises and appoints the company secretary of the Company holding office at the relevant time (or their delegate) as their agent or attorney with power to do all things necessary in the name of and on behalf of the Participant to give effect to these Rules, including and without limitation, signing Award and/or Plan Share transfers, and signing all documents and doing all acts necessary to effect a Buy-Back or Cancellation, and accounting for the proceeds of the sale of forfeited shares, but expressly excluding the power to exercise Options and/or Performance Rights granted to the Participant under the Plan.
- 21.7 Each Participant agrees to indemnify and hold harmless any person acting as their agent or attorney in accordance with these Rules in respect of all costs, damages or losses of whatever nature arising from so acting, other than costs, damages or losses arising out of the agent's or the attorney's gross negligence, dishonesty, fraud or wilful breach of their duties.

Notice

- 21.8 Address for service:
- 21.8.1 any notice required to be given to the Participants under the Plan or the terms of the Awards granted will be sent to the address of the Participant as entered in the register unless delivered in person; or
- 21.8.2 any notice required to be given to the Company under the Plan or the terms of the Awards granted will be sent to the registered office of the Company or such other address as is notified to Participants from time to time.

21.9 Delivery of notices:

- 21.9.1 any notice to be given to Participants may be delivered by hand to the Participant;
- 21.9.2 any notice to be given to the Company may be delivered by hand or by prepaid post. Notices may also be given to the Company by means of facsimile, email or other mode of electronic delivery to such address as is notified by the Company to the Participant; or
- 21.9.3 notices delivered to Participants in accordance with the Constitution will be taken to be delivered in accordance with the Constitution. Notices delivered to the Company by pre-paid post will be taken to be delivered if properly addressed and stamped, 48 hours after mailing in Australia and seven days after mailing outside Australia. Notices delivered by facsimile, email or other mode of electronic delivery will be taken to be delivered on receipt of a successful transmission notice, return receipt or such other confirmation by which the sender can reasonably verify delivery.

22 PLAN AMENDMENT

Amendment of Plan

- 22.1 Subject to clause 22.2, the Listing Rules and the Constitution, the Board may at any time amend these Rules or the terms and conditions upon which Awards have been issued under the Plan.
- 22.2 No amendment to these Rules or to Awards granted under the Plan may be made if the amendment materially reduces the rights of any Participant in respect of Awards granted to them prior to the date of the amendment, other than:
 - 22.2.1 an amendment introduced primarily:
 - 22.2.1.1 for the purposes of complying with or conforming to present or future legislation governing or regulating the Plan or like plans;
 - 22.2.1.2 to correct any manifest error or mistake;
 - 22.2.1.3 to allow the implementation of a trust arrangement in relation to the holding of Share Awards, Loan Funded Shares and/or Plan Shares granted under the Plan;
 - 22.2.1.4 for the purpose of complying with the Applicable Laws; and/or
 - 22.2.1.5 to take into consideration possible adverse taxation implications in respect of the Plan including changes to applicable taxation legislation or the interpretation of that legislation by a court of competent jurisdiction or any rulings from taxation authorities administering such legislation; or
 - 22.2.2 an amendment agreed to in writing by the relevant Participant(s).

- 22.3 Subject to the Listing Rules, the Board may determine that any amendment to these Rules or the terms of Awards granted under the Plan be given retrospective effect.
- 22.4 Any amendment of these Rules or the terms and conditions upon which Awards are granted under the Plan by the Board will be of immediate effect unless otherwise determined by the Board.
- 22.5 As soon as reasonably practicable after making any amendment to these Rules or the terms and conditions of Awards granted under the Plan, the Board will give notice of the amendment to any Participant affected by the amendment. Failure by the Board to notify a Participant of any amendment will not invalidate the amendment as it applies to that Participant.

Amendment by addendum

- 22.6 Subject to any other provision of these Rules, the Board may from time to time amend the terms of this Plan as they will apply to Participants in particular jurisdictions or circumstances by means of an addendum to these Rules.

23 TERMINATION OR SUSPENSION**Termination or suspension**

- 23.1 Subject to clause 23.2, the Board may at any time terminate the Plan or suspend the operation of the Plan for such period or periods as it thinks fit.

Resolution to terminate, suspend, supplement or amend

- 23.2 In passing a resolution to terminate or suspend the operation of the Plan, the Board must consider and endeavour to ensure that there is fair and equitable treatment of all Participants.

24 NO EMPLOYMENT CONTRACT

- 24.1 Nothing in these Rules or the terms of any Award:
- 24.1.1 confers upon an Eligible Employee a right to a grant or offer of a grant of Awards;
 - 24.1.2 confers on an Eligible Employee or a Participant the right to continue as an employee or officer of a Group Company (as the case may be);
 - 24.1.3 affects the rights of a Group Company to terminate the employment or office of an Eligible Employee or a Participant (as the case may be);
 - 24.1.4 affects the rights and obligations of any Eligible Employee or Participant under the terms of their office or employment with any Group Company;
 - 24.1.5 confers any legal or equitable right on an Eligible Employee or a Participant whatsoever to take action against any Group Company in respect of their office or

employment; or

- 24.1.6 confers on an Eligible Employee or a Participant any rights to compensation or damages in consequence of the termination of their employment or office by a Group Company for any reason whatsoever including ceasing to have rights under the Plan as a result of such termination.

25 REGULATORY RELIEF

Notwithstanding any other provisions of the Plan, every covenant or other provisions set out in an exemption or modification granted from time to time by ASIC and/or any other regulatory body (as applicable) in respect of the Plan or which applies to the Plan pursuant to their power to exempt and modify the Corporations Act and/or any other Applicable Laws and required to be included in the Plan in order for that exemption or modification to have full effect, is deemed to be contained in the Plan. To the extent that any covenant or other provision deemed by this clause 25 to be contained in the Plan is inconsistent with any other provision in the Plan, the deemed covenant or other provision will prevail.

26 NON-EXCLUSIVITY

Non-exclusivity

- 26.1 This Plan will not be deemed to be the exclusive method of providing incentive compensation to Eligible Employees, nor will it preclude any Group Company from authorising or approving other forms of incentive compensation for employees of any Group Company.

Relationship to other equity plans

- 26.2 Participation in this Plan will not affect or be affected by any participation in any other employee equity plan operated by any Group Company, except as specifically provided in the terms of that other plan.

27 MISCELLANEOUS

Enforcement

- 27.1 These Rules, any determination of the Board made pursuant to the Rules, and the terms of any Award granted under the Plan, will be deemed to form a contract between the Company and the Participant.

Listing Rules

- 27.2 While the Company remains admitted to the ASX or any other recognised stock exchange, the provisions of the relevant Listing Rules will apply to the Plan, and to the extent that the Plan and the Listing Rules are inconsistent, the provisions of the relevant Listing Rules will apply.

No fiduciary capacity

- 27.3 The Board may exercise any power or discretion conferred on it by these Rules in the interest or for the benefit of the Company, and in so doing the Board is not required to act in the interests of another person or as requested by another person and will not be under any fiduciary obligation to another person.

Governing law

- 27.4 This Plan and any Option and/or Performance Right granted under it will be governed by, and must be construed according to, the laws of the State of New South Wales and the Commonwealth of Australia.

1 ADDENDUM - US PARTICIPANTS

This Schedule applies to all Participants who are US Taxpayers ("**US Participant**").

In the event of any conflict between the Rules and this Schedule, this Schedule will prevail for Participants who are US Participants.

Words and expressions defined in the Rules have the same meaning as in this Schedule unless noted below and references to clauses are to clauses in the Rules.

1. The definition of "**Applicable Law**" in clause 1.1 is amended to read as follows:

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

- (a) the Corporations Act and/or any other applicable securities or corporations laws;
- (b) the Listing Rules;
- (c) the Constitution;
- (d) the *Income Tax Assessment Act* 1936 (Cth), the *Income Tax Assessment Act* 1997 (Cth) and/or any other applicable taxation laws, each as amended from time to time;
- (e) any practice note, policy statement, regulatory guide, class order, declaration, guideline, policy, procedure, ruling, judicial interpretation or other guidance note made to clarify, expand or amend paragraphs (a), (b), and (d); and
- (f) any applicable United States federal or state securities laws;
- (g) the Code;
- (h) any other legal requirement that applies to the Plan and/or the Loan Agreement (if applicable),

which apply to the jurisdiction in which the Eligible Employee receives the Award and the jurisdiction in which the Company primarily operates from time to time.

2. For the purposes of this Schedule and the Plan, the following additional definitions apply:

Code means the *United States Internal Revenue Code* of 1986, as amended from time to time.

Fair Market Value means, on a per Share basis as of any date, unless otherwise determined by the Board:

- (a) if the principal market for the Share (as determined by the Board if the Common Stock is listed or admitted to trading on more than one exchange or market) is a national securities exchange or an established securities market, the official closing price per Share for the regular market session on that date on the principal exchange or market on which the Share is then listed or admitted to trading or, if no sale is reported for that date, on the last preceding day on which a sale was reported, all as reported by such source as the Board may select;

- (b) if the principal market for the Share is not a national securities exchange or an established securities market, but the Share is quoted by a national quotation system, the average of the highest bid and lowest asked prices for the Share on that date as reported on a national quotation system or, if no prices are reported for that date, on the last preceding day on which prices were reported, all as reported by such source as the Board may select; or
- (c) if the Share is neither listed or admitted to trading on a national securities exchange or an established securities market, nor quoted by a national quotation system, the value determined by the Board in good faith by the reasonable application of a reasonable valuation method.

Notwithstanding the preceding, for foreign, federal, state and local income tax reporting purposes and for such other purposes as the Board deems appropriate, the Fair Market Value will be determined by the Board in accordance with uniform and non-discriminatory standards adopted by it from time to time.

Incentive Stock Option means any stock option that is designated, in the applicable Invitation Letter or the resolutions of the Board under which the option is granted, as an “incentive stock option” within the meaning of section 422 of the Code and otherwise meets the requirements to be an “incentive stock option” set forth in section 422 of the Code.

Section 409A means section 409A of the Code.

Tax Withholding Obligation means any federal, state, local or foreign (non-United States) income, employment or other tax or social insurance contribution required by applicable law to be withheld in respect of Awards.

US Taxpayer means a person who is subject to the provisions of the Code, or any successor thereto, with respect to compensation for labour or services performed in the United States.

- 3. For purposes of the definition of “**Change of Control Event**”, the Board may in its sole and absolute discretion specify a different definition of Change of Control for any Award to a US Participant that constitutes a “nonqualified deferred compensation plan,” in order to comply with or cause an Award to be exempt from the provisions of section 409A of the Code.
- 4. Clause 8.7 is deleted and the following provision inserted:
 - 8.7 In the case of a Performance Right, following the issue of a Vesting Notification to the Participant, a vested Performance Right will be automatically exercised within the period specified by the Board in the Invitation Letter which with respect to US Participants will be within a time period that allows such Award to be exempt from or compliant with Section 409A.
- 5. Despite clause 8.4.1 of the Plan, no Options or Performance Rights granted to US Participants may be assigned, transferred or encumbered with a Security Interest in or over them.

Loan Funded Shares

- 6. Clause 10.5 will not apply to US Participants.
- 7. Clause 10.11.1 will not apply to US Participants and the Company may have recourse beyond

the Participant's Loan Funded Shares.

8. Clause 10.16 applies to US Participants subject to Section 409A.

Incentive Stock Options

9. Subject to adjustment pursuant to clause 19 of the Plan, the maximum number of Shares that may be issued pursuant to stock options granted under the Plan that are intended to qualify as Incentive Stock Options within the meaning of section 422 of the Code will be equal to 5,950,000 Shares.
10. Incentive Stock Options will be limited to employees of Company or of any current or hereafter existing "parent corporation" or "subsidiary corporation," as defined in sections 424(e) and 424(f) of the Code, respectively, of the Company, and any other Eligible Employees who are eligible to receive Incentive Stock Options under the provisions of section 422 of the Code. No stock option will be an Incentive Stock Option unless so designated by the Board at the time of grant or in the applicable Invitation Letter.
11. In the case of an Incentive Stock Option, the Expiry Date (which may not exceed 10 years after the Grant Date) and exercise period after a Participant ceases employment will be set forth in the Invitation Letter.
12. The Exercise Price with respect to an Incentive Stock Option must not be less than Fair Market Value.

United States Federal Tax Law Compliance

13. US Participants must pay to Company or any Group Company, or make arrangements satisfactory to the Board for payment of, any Tax Withholding Obligation in respect of Awards granted under the Plan no later than the date of the event creating the tax or social insurance contribution liability. The obligations of Company or any Group Company under the Plan are conditional on such payment or arrangements. The Company or any Group Company may deduct, to the extent permitted by law, any such Tax Withholding Obligations from any payment of any kind otherwise due to the Participant or holder of an Award.
14. It is intended that all Awards granted under these Rules to a Participant who is a US Participant at the time of receipt of the invitation to apply for the Award or becomes a US Participant at any time during the Exercise Period such Awards will fall within the short-term deferral provisions of United States Treasury Regulation section 1.409A-1(b)(4) or otherwise be exempt from or comply with the provisions of Section 409A, and to the extent reasonably possible the Rules and the Award granted thereunder will be administered, interpreted and construed consistent with that intention.
15. Paragraph 13 will not be construed as a guarantee by the Company or any Group Company of any particular tax effect to a Participant. No Group Company will be liable to a Participant for any payment or issuance of Shares made under these Rules or any Award that is determined to result in an additional tax, penalty, or interest under Section 409A.
16. Notwithstanding clause 8.7, in the event that a US Participant's Award become vested pursuant to clause 8.1 and on the date of such vesting the Participant is a "specified employee" within the meaning of Section 409A, as determined in good faith by the Board, such Performance Rights to the extent that they do not require payment of an Exercise Price

will be deemed to have been validly exercised on the first business day that is more than six months after the date the Participant ceases to be employed by a Group Company and may not be exercised by the Participant earlier than such business day; provided, however, that this delayed exercise provision will be imposed only if the Performance Rights are not otherwise exempt from Section 409A.

2 ADDENDUM - UK PARTICIPANTS

This Schedule applies to all Participants who are resident (or who become resident) in the United Kingdom for United Kingdom tax purposes ("**UK Participant**").

In the event of any conflict between the Rules and this Schedule, this Schedule will prevail for Participants who are UK Participants.

Words and expressions defined in the Rules have the same meaning as in this Schedule unless noted below.

1. It is a term of each Award that each UK Participant agrees to indemnify and keep indemnified the Company and each Group Company, to the extent permitted by law, in respect of any Tax Liability which arises in relation to that Award.
2. If, on the exercise of any Options or Performance Rights, a Tax Liability for which the UK Participant is liable by virtue of paragraph 1 arises, the Options or Performance Rights must not be exercised unless the UK Participant has entered into arrangements acceptable to the Company to ensure that the relevant Group Company will receive an amount equal to the amount of such Tax Liability.
3. Without prejudice to the generality of paragraph 2, the Company may require that each UK Participant authorises the Company to sell on the Participant's behalf sufficient of the Shares to which the Participant is otherwise entitled following exercise of the Options or Performance Rights, to raise an amount (after deducting tax and expenses in relation to the sale) equivalent to such Tax Liability and to use the sales proceeds to satisfy that Tax Liability.
4. A UK Participant will, if so requested by the Company, enter into an irrevocable joint election with his or her employing company pursuant to section 431 of the *Income Tax (Earnings and Pensions) Act 2003* ("**ITEPA**"), in a form specified by the Company, that for the relevant tax purposes the market value of the Shares acquired is to be calculated as if the Shares were not restricted securities (as defined in section 423 of the ITEPA) and sections 425 to 430 of the ITEPA are not to apply to such Shares.
5. Each Award made to a UK Participant is non-pensionable.
6. For the purposes of this Schedule, "**Tax Liability**" means an amount equal to the income tax and/or national insurance contributions (including, where required by the Company and to the extent permitted in law, employer's national insurance contributions) for which the Company or any Group Company has accounted or may be required to withhold and/or account for to HM Revenue & Customs (or other fiscal authority) as a consequence of:
 - (a) the making of an Award and/or the transfer of any Shares in connection with it;
 - (b) the vesting of any Award or the making of any Vesting Notification;
 - (c) the exercise or Cancellation of any Options or Performance Rights;
 - (d) any Share Award or Loan Funded Share being, or ceasing to be liable to be, Bought

Back or surrendered;

- (e) the making, waving or satisfaction of any Loan;
- (f) any other event relating to an Award; and/or
- (g) the failure of the Participant to reimburse any such income tax and/or national insurance contributions within the period required by section 222 of the ITEPA.