

Eclipx Group Limited

Employee Share Acquisition Plan Rules



Building a better
working world

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1. Purpose

- 1.1.1 The Plan is designed to allow the Board to make grants of Shares to Employees to assist with:
- (a) attracting, motivating and retaining Employees;
 - (b) allowing employees to share in the success of the Company;
 - (c) allowing Employees the opportunity to become Shareholders (where applicable, utilising the taxable income reduction concession available under the Tax Act for Participants who are residents of Australia); and
 - (d) aligning the interests of Employees with those of Shareholders.

2. Operation of the Plan

2.1 Grant of Shares

- 2.1.1 The Board may, from time to time, in its absolute discretion, operate the Plan and:

- (a) invite an Employee to apply for a grant of; or
- (b) grant to an Employee,

Shares under a Free Grant or a Salary Contribution Arrangement in accordance with the terms of the Plan and upon such additional terms and conditions as the Board determines.

- 2.1.2 Unless the Board determines otherwise, the Plan will operate in Australia in a manner which complies with the requirements in Subdivision 83A-B of the Tax Act to allow qualifying employees to utilise the tax concession relating to the reduction in taxable income.

2.2 Eligibility

- 2.2.1 Without limiting the powers of the Board, the Board may determine that an Employee will only be eligible to receive an invitation if the Employee has satisfied the Board of such matters as the Board may in its absolute discretion determine from time to time, including without limitation:

- (a) a minimum period of service;
- (b) a maximum Employee income limit;
- (c) a maximum level of Share holding; or
- (d) that the Employee remains an Employee at the allocation date of Shares under the Plan,

subject to the basis on which the invitation is made meeting the requirements of Subdivision 83A-B of the Tax Act, as applicable.

2.3 Information to be provided

- 2.3.1 At the time of the invitation under rule 2.1.1(a) or grant under rule 2.1.1(b), the Company will provide each Employee with an Invitation Letter which contains the following minimum information regarding the Shares (to the extent it is relevant):

- (a) the number or value of Shares being granted, or the method or formula for determining the number or value of Shares;
- (b) whether Shares will be granted under a Free Grant or Salary Contribution Arrangement;
- (c) where Shares are granted under a Salary Contribution Arrangement, the contributed amount(s) (by way of a pre-tax or after-tax contribution) in respect of the Shares (which may or may not be equivalent to the market value of the Shares being granted), and the anticipated timing of such contributions;
- (d) the method and form of applying for, or rejecting of, a grant of Shares, as applicable;
- (e) details of any Trading Restriction on Shares, whether on a mandatory or voluntary basis, following the grant of Shares;

- (f) the treatment of Shares upon a Change of Control, pursuant to rule 7; and
- (g) any other relevant terms and conditions to be attached to the Shares granted to Employees under the Plan.

2.4 Terms of the grant of Shares

- 2.4.1 An Employee who applies for a grant of, or is granted, Shares, is deemed to have agreed to be bound by:
- (a) these Rules;
 - (b) the terms and conditions of the grant of Shares made under these Rules, as set out in the relevant Invitation Letter;
 - (c) following the allocation of Shares, the Constitution (and the Employee agrees to become a Shareholder); and
 - (d) any other relevant Company policies, such as the Company's Share Trading Policy, including any modifications applicable from time to time.
- 2.4.2 A grant of Shares will not be made in part. In participating in the grant of Shares, the Employee agrees to be granted the whole number of Shares described in the Invitation Letter.
- 2.4.3 If an Invitation Letter requires the Employee to apply for Shares, then upon the Company accepting the application, the Board will grant Shares to the Employee by allocating (or causing to be allocated) the relevant number of Shares to the Participant, as set out in the Invitation Letter.
- 2.4.4 The Board reserves the right to reject an application from an Employee for a grant of Shares. If the Board determines to exercise its discretion and reject an application for, or acceptance of, a grant, the grant shall be deemed never to have been made.
- 2.4.5 Nothing in the Rules limits the Board's ability to treat the conduct of an Employee as valid acceptance of a grant of Shares made under the Plan.

2.5 Title to Shares

- 2.5.1 Unless the Board determines otherwise:
- (a) subject to rule 4.1.1, a grant of Shares is personal to the Participant and cannot be transferred to other persons or entities; and
 - (b) Shares may only be registered in the name of the Participant.

2.6 Entitlements and benefits

- 2.6.1 Each Participant will be advised of the number of Shares that have been allocated to him or her as soon as reasonably practicable following the date of allocation of the Shares.
- 2.6.2 The Participant will, from the date of allocation, be the registered holder of the Shares and will be entitled to vote, receive notices issued by the Company to Shareholders, and receive Distributions and Dividends in respect of the Shares. Whilst Shares are subject to Trading Restrictions, the rights and entitlements attaching to them must be exercised in accordance with the Rules.
- 2.6.3 Shares allocated under the Plan cannot be forfeited by a Participant for any reason whilst Trading Restrictions are in place.

3. Funding and allocation

3.1 Free Grant

- 3.1.1 Where Shares are granted to the Participant under a Free Grant, the Participant will be entitled to receive an allocation of Shares (equal to the amount set out in the Invitation Letter rounded down to the nearest whole number of Shares) specified in the Invitation Letter for no consideration, unless the Board exercises its discretion under rule 3.3 to determine otherwise.

3.2 Salary Contribution Arrangement

- 3.2.1 Where Shares are granted to the Employee under a Salary Contribution Arrangement, a Participant will be entitled to receive an allocation of Shares in return for agreeing to sacrifice an amount of his or her pre-tax or after-tax salary, wages or bonus equal to the amount specified in the Invitation Letter, as directed by the Board for this purpose, unless the Board exercises its discretion under rule 3.3 to determine otherwise.

3.3 Board discretion

- 3.3.1 The Board may at any time decide that a grant of Shares should be made under the Plan, and that:
- (a) the Company or Group Company should pay a specified amount under the Plan in respect of that grant, and that the Company or Group Company will pay that amount as directed by the Board for this purpose;
 - (b) Participants should pay a specified amount under the Plan in respect of that grant, as directed by the Board; or
 - (c) the Company or Group Company may provide additional benefits for any Participant based on the level of their participation on such terms as the Board determines.
- 3.3.2 Where a Share Trust is used to administer the Plan, the specified amounts referred to in rule 3.3.1 should be paid to a Trustee established or nominated by the Board for the purposes of this Plan, and are to be applied in acquiring Shares for allocation to Participants, whether:
- (a) by subscribing for new Shares to be issued by the Company; or
 - (b) by purchasing existing Shares on ASX or via an off-market transfer,
- as determined by the Board.
- 3.3.3 A determination to subscribe for or purchase Shares by a Trustee will only be effective if the funds referred to in rule 3.3.1 are provided to the Trustee, and are sufficient to meet the costs of the issue or acquisition.

3.4 Allocation of Shares

- 3.4.1 Each Participant will be advised of the number of Shares that have been allocated to him or her as soon as reasonably practicable following the date of allocation of the Shares.
- 3.4.2 All Shares allocated to Employees under the Plan will rank equally in all respects with other Shares for the time being on issue by the Company (except as regards to rights attaching to such other Shares by reference to a record date prior to the date of their allocation or transfer).
- 3.4.3 If the Company issues Shares in connection with the Plan, the Company will allow for quotation on the ASX of the Shares issued under the Plan within the period required by the ASX.
- 3.4.4 The Company is authorised, but not required, to bear all brokerage, commission, stamp duty and other transaction costs payable in relation to the acquisition of Shares by a Participant under the Plan.

4. Restrictions

4.1 Restrictions on sale of Shares

- 4.1.1 A Share allocated to a Participant under the Plan will be subject to Trading Restrictions until the earlier of:
- (a) the end of three years after the date of allocation; and
 - (b) the time when the Participant ceases to be employed by the Group.
- 4.1.2 As soon as the relevant Trading Restrictions have lifted, pursuant to rule 4.1.1, any Shares held by the Participant pursuant to the Plan may be sold or otherwise dealt with by the Participant.

4.2 Enforcement

The Group may implement any procedure it considers appropriate to restrict a Participant from Dealing, or acting in breach of the Trading Restrictions, including but not limited to imposing a holding lock on the Shares, or requiring the Shares to be held by a Trustee on behalf of a Participant for such time as the Shares are subject to the Plan.

5. Cessation of employment

5.1 Cessation of Trading Restrictions

5.1.1 Unless otherwise set out in the terms of the Invitation Letter, where a Participant ceases to be an Employee:

- (a) any Trading Restrictions on Shares allocated to the Participant under the Plan will cease; and
- (b) any Shares held by the Participant pursuant to the Plan may be sold or otherwise dealt with by the Participant.

5.1.2 Where a Participant has, pursuant to the terms of the Invitation Letter, elected to contribute an amount of their salary or wages in return for a grant of Shares under the Plan, and the full amount elected to be contributed has not been contributed by the Participant through a reduction in the salary, wages or bonus paid to them at the time their employment with the Group is terminated, then:

- (a) where the Participant is a resident of New Zealand, and is entitled to receive a payment from the Group upon cessation of their employment, the Participant specifically agrees for the purpose of any applicable legislation that their termination payment be reduced by the amount that has not been contributed through a deduction from their salary and wages including any holiday pay, at the time their employment ceases; or
- (b) where the Participant is not entitled to any payment pursuant to rule 5.1.2(a), or where any amount payable pursuant to rule 5.1.2(a) is insufficient, the Participant agrees to pay to the Group an amount equal to the amount of the salary, wages or bonus the subject of the election that has not been contributed through a reduction from their salary, wages or bonus at the time their employment ceases.

5.1.3 For the purposes of this Plan, a Participant will not be treated as ceasing employment until such time as the Participant is no longer an Employee and is no longer employed by the Participant's employer at the time the relevant Shares were allocated to the Participant. Subject to applicable laws, and at the discretion of the Board, a Participant who is granted an approved leave of absence and who exercises their right to work under any applicable award, enterprise agreement, other agreement, statute or regulation, will not be treated for those purposes as ceasing employment.

6. Variations of capital

6.1 Capital reorganisations, bonus issues and rights issues

6.1.1 If one of the following corporate actions or events occurs:

- (a) any reorganisation (including consolidation, subdivision, reduction or return) of the issued capital of the Company;
- (b) Shares are issued to the Shareholders by way of a bonus issue; or
- (c) Shares are offered to the Shareholders by way of a rights issue,

then, subject to the Listing Rules, Shares acquired under the Plan will be affected in the same way as other Shares.

7. Change of control

7.1 Treatment upon a Change of Control

- 7.1.1 Subject to rule 7.1.2, if an Event occurs, the Board may, in its absolute discretion and having regard to the requirements of the Tax Act, determine that any Trading Restrictions applying to the Shares in accordance with rule 4.1 will cease at a time to be determined by the Board.
- 7.1.2 The Board may specify in the Invitation Letter (in accordance with rule 2.3.1) a particular treatment that will apply to Shares in relation to a Change of Control.
- 7.1.3 If the Board does not make a determination under rule 7.1.1, upon a Change of Control the Trading Restrictions applying to the Shares will cease to apply, subject to the requirement of the Tax Act.

7.2 Default treatment upon a Change of Control

- 7.2.1 Upon a Change of Control, any Trading Restrictions applying to the Shares in accordance with rule 4.1 will cease.

7.3 Acquisition of Shares by another group or company

- 7.3.1 If another company or entity (**Acquiring Company**) obtains control of the Company and the Acquiring Company, the Company and the Participant agree, a Participant may be provided with shares in the Acquiring Company (or its parent or its subsidiary) in substitution for the Shares, on substantially the same terms as the Shares, but with appropriate adjustments as to the number and type of Shares.

8. Amendments to the Plan and terms

8.1 Amendments by the Board

- 8.1.1 Subject to rule 8.1.2, the Board may at any time and from time to time, amend, supplement or revoke, including by way of schedule, all or any of these Rules or all or any of the rights or obligations of the Participants, or any one or more of them, without compensation.
- 8.1.2 The Board must provide written notification to Participants affected by any amendment made pursuant to rule 8.1.1 as soon as reasonably practicable after any such amendment has been made.
- 8.1.3 Despite this rule 8.1, no amendment to these Rules may materially reduce the rights of any Participants attaching to the Shares granted under the Plan prior to the date of the amendment or formulation, unless the amendment is made primarily for the purpose of complying with present or future Laws applicable to the Plan or the Group, to correct any manifest error or mistake, or with the consent of the relevant Participants.

8.2 Listing Rules

- 8.2.1 The exercise of any powers under these Rules by the Board is subject to any restrictions, conditions or procedural requirements relating to the amendment of the rules of an employee incentive scheme, or of issued equity awards, imposed by any Law or by the ASX Listing Rules, as applicable, to the Plan or Shares, as the case may be.
- 8.2.2 Rule 8.2.1 will not apply where the restrictions, conditions or procedural requirements in that rule are relaxed or waived by the ASX, or any other relevant regulatory / listing authority, or any of its delegates, either generally or in a particular case or class of cases and either expressly or by implication.

8.3 Retrospective effect

Subject to this rule 8, any amendment made pursuant to rule 8.1 may be given retrospective effect, if so determined by the Board.

9. Tax and withholding

9.1 Tax

- 9.1.1 The Group may make arrangements (including with one or more Participants) with respect to taxation obligations arising in relation to the Plan.
- 9.1.2 Unless otherwise required by Law, the Group is not responsible for any Taxes which may become payable by a Participant as a consequence of or in connection with the grant of any Shares, the allocation or transfer of any Shares or any Dealing with any Shares.
- 9.1.3 Where the Group must account for any tax, social security contributions, or amounts of a similar nature (in any jurisdiction) for which a Participant may be liable because of the issue or transfer of Shares, the Participant is obliged to reimburse the Group for any part of the amount which the Group has paid or is liable to pay.
- 9.1.4 The Group or the Trustee will have the right to withhold or collect from a Participant such Taxes as the Group or the Trustee is obliged, or reasonably believes it is obliged, to account for to any taxation authority. In exercising this right, the Group or the Trustee may:
- (a) require the Participant to provide sufficient funds (by way of salary deduction or otherwise); or
 - (b) sell Shares to be issued or transferred to the Participant, including the sale of sufficient Shares to cover any costs of such sale, subject to complying with the requirements of Subdivision 83A-B of the Tax Act.

10. General terms and conditions

10.1 Obligations of Participants

- 10.1.1 Unless the subject of an express provision in an employment agreement with the Group, the rights and obligations of any Participant under the terms of their office, employment or agreement with the Group are not affected by their participation in the Plan.
- 10.1.2 Except where expressly contemplated, these Rules will not form part of and are not incorporated into any agreement between any Participant (whether or not they are an employee of a Group Company) and the Group. The grant of Shares on a particular basis in any year does not create any right or expectation of the grant of Shares on the same basis, or at all, in any future year.
- 10.1.3 No Participant has any right to compensation for any loss in relation to the Plan.
- 10.1.4 Each Participant appoints the company secretary of the Company (or any other officer of the Group authorised by the Board for this purpose) as his or her agent to do anything necessary to:
- (a) allocate Shares to the Participant in accordance with these Rules; and
 - (b) execute the disposal or transfer of Shares in accordance with these Rules.

10.2 Power of the Board

- 10.2.1 The Board administers the Plan and has absolute and unfettered discretion in exercising any power or discretion concerning the Plan and may:
- (a) delegate to any person for the period and on the terms it decides the exercise of any of its powers or discretions under the Plan;
 - (b) decide on appropriate procedures for administering the Plan consistent with these Rules;
 - (c) implement a Trust for the purposes of delivering and holding Shares on behalf of Participants;
 - (d) resolve conclusively all questions of fact or interpretation concerning the Plan and these Rules and any dispute of any kind that arises under the Plan;
 - (e) subject to rule 8, amend, add to or waive any provision of the Plan (including this rule 10.2) or any term or condition relating to the Shares;
 - (f) determine to suspend or cease operation of the Plan at any time and take any actions required to effect the winding up of the Plan;
 - (g) act or refrain from acting at its discretion under these Rules or concerning the Plan or the

Shares held under the Plan; and

(h) waive any breach of a provision of the Plan.

10.2.2 Despite any other Rule, a person may not be allocated Shares under the Plan if it appears to the Board that doing so would contravene these Rules, the Constitution, the Listing Rules or any law of a jurisdiction in which the person resides or, at the Board's discretion, would give rise to unreasonable cost or regulatory requirements for the Group.

10.3 Waiver of terms and conditions

Notwithstanding any other provisions of the Plan, the Board may at any time waive in whole or in part any terms or conditions in relation to any Shares granted to a Participant under the Plan and the Rules, but only to the extent such waiver does not negate the application of Subdivision 83A-B or Subdivision 83A-C of the Tax Act, as relevant.

10.4 Suspension and termination of the Plan

The Board may at any time by resolution and by notice to the Participants suspend or terminate the Plan. The Rules will continue to operate with respect to any Shares allocated and held subject to the Plan prior to the date determined by the Board for the suspension or termination of the Plan.

10.5 Dispute or disagreement

In the event of any dispute, disagreement or uncertainty as to the interpretation of the Plan, or as to any question or right arising from or related to the Plan or to any Shares granted under it, the decision of the Board is final and binding.

10.6 Personal information

Each Participant consents to the Group or its agents (and each of their related parties) collecting, holding and using personal information that the Participant provides in the application to participate in the Plan or otherwise provides to the Group or its agents (and each of their related parties) as part of their employment, in order to carry out the administration and operation of the Plan in accordance with these Rules, including providing relevant information to:

- (a) the Plan manager or another entity that manages or administers the Plan on behalf of the Company;
- (b) any broker or external service provider, including a tax or financial adviser;
- (c) the trustee of any Trust;
- (d) any government department or body; and
- (e) any other person or body as required or authorised by law.

10.7 Notices

A notice or other communication under or concerning the Invitation Letter or the Rules is validly given to a Participant if it is:

- (a) delivered personally to the Participant;
- (b) sent by prepaid post to the Participant's last known residential address;
- (c) sent to the Participant by facsimile, email or other electronic means at the Participant's place of work; or
- (d) posted on an electronic notice board maintained by or on behalf of any member of the Group and accessible by the Participant,

and will in the case of (a), (c) and (d) above, be treated as being received immediately following the time it was sent, posted, or delivered, and where it is sent by regular post it will be treated as received 48 hours after it was posted.

10.8 Laws governing Plan

The Plan and any Shares granted and allocated under it are governed by the laws of New South Wales and the Commonwealth of Australia. Any agreement made under the Plan is entered into in the state of New South Wales and each participant submits to the exclusive jurisdiction of courts of that

state to herein determine matters arising under the Plan.

11. Interpretation and Definitions

11.1 Interpretation

In the Plan, the following rules apply unless a contrary intention appears:

- (a) capitalised terms have the meanings provided in rule 11.2;
- (b) headings are for convenience only and do not affect the interpretation of the Plan unless the context requires otherwise;
- (c) any reference in the Plan to any statute or statutory instrument includes a reference to that statute or statutory instrument as from time to time amended, consolidated, re-enacted or replaced;
- (d) any words denoting the singular include the plural and words denoting the plural include the singular;
- (e) any words denoting the masculine apply equally to the feminine equivalent; and
- (f) where any word or phrase is given a definite meaning in this Plan, any part of speech or other grammatical form of that word or phrase has a corresponding meaning.

11.2 Definitions

ASX	Australian Securities Exchange
Board	The board of directors of the Company or any committee, person or body to which the board duly delegates its powers and authorities to under this Plan
Change of Control	Occurs where, as a result of any event or transaction, a person or entity becomes entitled to more than 30% of the Shares
Company	Eclix Group Limited (ACN 131 557 901)
Constitution	The constitution of the Company operating as a contract between the relevant entity, its members and officers, as amended from time to time
Corporations Act	<i>Corporations Act 2001</i> (Cth)
Deal	Means to: (a) transfer, assign, encumber or otherwise dispose all or any part of the rights or obligations attaching to a Share, or to attempt to do any of these things; or (b) hedge or take any action designed to limit the economic risk associated with holding Shares, and Dealing shall be construed accordingly
Distribution	Any cash distribution payable in respect of Shares, including any cash capital distribution, other than a Dividend
Dividend	Any cash dividend payable in respect of Shares
Employee	Any employee of a member of the Group, or any other person so designated by the Board

Event	An Event occurs where: (a) a Takeover Bid is made for the Company and the Board resolves to recommend the bid to Shareholders; (b) a court convenes a meeting of Shareholders to be held to vote on a proposed scheme of arrangement pursuant to which control of the majority of the Shares in the Company may change; (c) a notice is sent to Shareholders proposing a resolution for the winding up of the Company; or (d) any transaction or event is proposed that, in the opinion of the Board, may result in a person becoming entitled to exercise control over the Company, and each Event is a separate event that allows the Board to exercise its discretion pursuant to rule 7
Free Grant	A grant of Shares to an Employee under the Plan at no cost to the Employee
Group	The Company, its subsidiaries (as that term is defined in the Corporations Act) and any other entity declared by the Board to be a member of the Group for the purposes of the Plan (and Group Company means any member of the Group)
Invitation Letter	A letter or document, in any form, provided by the Company to an Employee setting out the terms and conditions of the grant of a Share, including the information set out in rule 2.3.1
Law	The laws applicable to the operation of the Plan from time to time, including any applicable securities laws of the jurisdiction in which an Employee receiving an Invitation Letter under the Plan is located
Listing Rules	The official Listing Rules of the ASX and any other exchange on which the Company is listed as they apply to the Company from time to time
Participant	An Employee who has been granted Shares under the Plan
Plan	This Eclipx Group Limited Employee Share Acquisition Plan
Rules	The rules of the Plan, as amended from time to time
Salary Contribution Arrangement	A grant of Shares to an Employee under the Plan under an arrangement whereby the Employee agrees to contribute an amount of his or her pre-tax or after-tax cash salary or bonus (and such amount may or may not be equivalent to the market value of the Shares being granted, as determined by the Board for the particular grant)
Share Trading Policy	The share trading policy that applies to the Company (or a member of the Group) from time to time
Share	One fully paid ordinary share in Eclipx Group Limited allocated under the Plan and subject to the relevant Trading Restrictions
Shareholder	A registered holder of a Share
Share Trust	An employee share trust established by the Company
Takeover Bid	As defined in section 9 of the <i>Corporations Act 2001</i>
Tax Act	<i>Income Tax Assessment Act 1997 (Cth)</i>
Taxes	Any tax, levy, contribution or duty (including any associated penalty or

	interest amount), social security liability or other liability imposed by any Law, governmental, semi-governmental, judicial or other authority
Trading Restriction	Restriction on transfer imposed on Shares allocated under the Plan
Trustee	The trustee from time to time of the Share Trust