

MICROEQUITIES ASSET MANAGEMENT GROUP LIMITED
(Company)

Participant: Sam Gutman (**You**)

Grant: 580,232 fully paid ordinary shares in the capital of the Company (**Shares**)

EQUITY INCENTIVE PLAN TERMS AND CONDITIONS

1. SHARE TRANSFER RESTRICTIONS

You will not be allowed to sell, transfer, encumber or otherwise deal with your Shares until the occurrence of a Realisation Event as defined below. Thereafter You will be able to deal with your Shares subject to this Deed and the Constitution of the Company.

2. PAYMENT OF THE TOTAL ISSUE PRICE

The Company will lend to You the amount of the total issue price of the Shares, to enable You to subscribe for the Shares. This loan (**Loan**) will remain a debt payable by You to the Company in accordance with the terms set out below.

3. LOAN TERMS

The terms of the Loan from the Company to You are as follows:

- (a) The Loan will be a non-recourse loan, repayable in accordance with this Part 3.
- (b) The Loan must only be used for the payment of the total issue price in respect of the Shares issued to You. The Loan must not be used for any other purpose. You authorise the Company to apply the Loan towards the issue of the Shares.
- (c) You must pay interest on the outstanding amount of the Loan at the Benchmark Interest Rate as defined in the section 109N(2) of *Income Tax Assessment Act 1936*.
- (d) You must make an annual repayment on or before 30 June each year of an amount no less than the minimum yearly repayments as defined in section 109E(S) of the *Income Tax Assessment Act 1936*.
- (e) Subject to paragraph 3(g), the term of the Loan is seven (7) years and the Loan together with all interest must be repaid in full on or before the date seven (7) years after the date the Loan is provided (**7 Year Repayment Date**).
- (f) The Early Repayment Date is the date 2 years after the date of sale of the Company or its business, or the date 2 years after the date of an initial public offering of the Company on a recognised stock exchange (**Realisation Event**). For the avoidance of doubt the reference to "the date of sale" means the earliest date upon which You have access to your share of the cash proceeds from the Realisation Event.
- (g) The Loan together with all interest must be repaid, in full, on the earlier of the Early Repayment Date and the 7 Year Repayment Date (**Repayment Date**).
- (h) If the Repayment Date is the Early Repayment Date then, at your election, You may either repay the outstanding balance of the Loan (i.e. from your own funds or from your share of the Realisation Event proceeds) or require the Company to buy back

your Shares in accordance with Part 4. If after receipt of notice from the Company that you are required to make an election, You do not notify the Company in writing of your election in this regard within 7 days of receipt of the notice, then You will be deemed to have elected to repay the outstanding balance of the Loan (i.e. from your own funds or from your share of the Realisation Event proceeds).

- (i) If your Shares are bought back by the Company You authorise the buy back proceeds to be applied against your outstanding Loan balance.
- (j) The Company will hold a lien over the Shares as security for the outstanding amount owing on the Loan.
- (k) For the purposes of this paragraph and this letter generally, "Proceeds" shall mean all amounts which You receive
 - (i) from any sale of the Shares held by You; or
 - (ii) from the Company in respect of any dividend payments, share buyback, share cancellation or other return of capital in respect of the Shares held by You. For the avoidance of doubt this does not include any Proceeds in respect of shares in the Company other than the Shares.

Until such time as the Loan is repaid in full, any Proceeds which You receive, or which the Company holds or receives on your behalf, must be dealt with as follows:

- (iii) the Proceeds will be paid by You to the Company or (at the option of the Company) retained by the Company in repayment of the Loan; and
- (iv) the remaining Proceeds which are in excess of the outstanding balance of the Loan, will then be paid to You.

You agree that the Company may apply any Proceeds to which You are entitled in accordance with this paragraph.

4. BUYBACK OF SHARES

- (a) If the Company, pursuant to Part 3, is entitled or required to buy back your Shares then:
 - (i) The Company may, as your attorney, execute in your name, all share transfer forms, resolutions or other instruments reasonably necessary to transfer and/or cancel the Shares as part of the buy back.
 - (ii) The Company must buy back the Shares for the lower of your outstanding Loan balance, or their market value (as determined under paragraph 4(a)(iii)).
 - (iii) The Company must otherwise comply with any obligations relating to the buyback of Shares as set out in the Constitution, the Corporations Act, the listing rules of any Stock Exchange on which the Shares are listed, and all other applicable laws. You agree to sign all documents reasonably required by the Company in relation to compliance with the same.
- (b) For the purposes of Part 4 the market value of your Shares shall be as determined in the discretion of the directors of the Company acting in good faith.

5. FORGIVENESS OF EXCESS DEBT

In the event that the share buy back proceeds relating to your entire shareholding payable to You pursuant to Part 4 are less than your outstanding Loan balance the Company will forgive the shortfall.

For the avoidance of doubt the intended operation of this Deed is such that if your employment with the Company terminates prior to a Realisation Event then your liability with respect to the Loan will be expunged but You will also not financially benefit from this Deed.

6. LISTING OF THE COMPANY

- (a) If the Company's shares are quoted on the Australian Securities Exchange, or any other exchange (**Stock Exchange**), then:
 - (i) You agree to enter into any restriction agreement required by the listing rules of the relevant Stock Exchange which may impose additional rights or obligations on the sale of your Shares; and
 - (ii) You agree that You may only sell your Shares if You are permitted to do so by the forgoing restriction agreement and only if the sale of the Shares will not breach the listing rules of the Stock Exchange or any other law.
- (b) In the event that paragraph 6(a) applies paragraph 3(f) shall apply to defer the Realisation Event until there is no restriction on You selling the Shares, and You have actually realised proceeds from the sale of Shares

7. WARRANTIES

You warrant and represent that each of the following statements is true and accurate as at the date of this Deed:

- (i) you have the full power and authority to execute and deliver this Deed; and
- (ii) this Deed constitutes a legal, valid and binding obligation on You and is enforceable in accordance with its terms.

8. MISCELLANEOUS

- (a) This Deed may only be amended by a document in writing signed by the parties. Notwithstanding the foregoing, the parties agree to make any amendments which are reasonably required by an underwriter, or by a subsequent investor in the Company as part of a financing round in which the Company raises no less than \$500,000, or by the listing rules of a Stock Exchange which are necessary to facilitate the listing of the Company's shares on that exchange.
- (b) This Deed is for the benefit of the parties and their successors and assigns. The parties and their successors and assigns are bound by this Deed.
- (c) If any provision of this Deed is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of this Deed nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.
- (d) A provision of this Deed or a right created under it may not be waived except in writing signed by the party granting the waiver. A party may exercise a right at its discretion and separately or together with another right. If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later. If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later. The rights and remedies provided in

this Deed are cumulative with and not exclusive of the rights and remedies provided by law independently of this Deed.

- (e) This letter will be governed by the laws of the State of New South Wales and the parties hereby submit to the jurisdiction of the courts of the State of New South Wales and their courts of appeal.