Sea Forest Pty Limited

Option Plan Rules

Sea Forest Pty Limited

Option Plan Rules

1. Interpretation

Definitions

1.1 In these Rules, unless the contrary intention appears:

ASX means Australian Securities Exchange.

Board means the board of directors of the Company from time to time.

Business Day has the meaning attributed to that term in the Listing Rules.

Business Sale means a sale to a third party purchaser of all (or substantially all) of the assets and business undertaking of the Company Group (including by way of a sale of shares of the Company's directly or indirectly owned Subsidiaries) provided that no sale or transfer undertaken to effect a corporate reorganisation of any of the Company Group will constitute a Business Sale.

Commissioner of Taxation means the office of Commissioner of Taxation created by section 4 of the Taxation Administration Act 1953 (Cth).

Company means Sea Forest Pty Limited ACN 631 662 283.

Company Group means the Company and each Subsidiary (if any) from time to time.

Company Group Member means any member of the Company Group.

Constitution means the Constitution of the Company from time to time.

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

Dispose means in relation to an Option or Share:

(a) sell, assign, buy-back, redeem, transfer, convey, grant an option over, grant or allow a Security Interest over;

(b) enter into any swap arrangement, any derivative arrangements or other similar arrangement; or

(c) otherwise directly or indirectly dispose of a legal, beneficial or economic interest in the Share or Option,

and **Disposal** has a corresponding meaning.

Drag-along Notice has the meaning provided in clause 9.4.

Eligible Staff Member means a person selected by the Board in its absolute discretion to participate in the Plan who is an employee, officer, director, consultant, contractor or service provider of the Company or any of its subsidiaries, other than any such person who has given a notice of resignation or who has been given a notice of termination of their employment or services.

Exercise Conditions means any conditions specified by the Board (if any) and specified in the terms of issue of an Option which must be satisfied before an Option can be exercised.

Exercise Date means in respect of an Option the earlier of:

(a) the date an Option is validly exercised, being the date that the Company receives a signed notice of exercise of such Options and payment of the Exercise Price (if applicable); or

(b) the date the Plan is terminated.

Exercise Period means the period commencing on the Grant Date which and ending on the Expiry Date.

Exercise Price means the exercise price of an Option which shall be the price determined by the Board from time to time in its absolute discretion and stated in the terms of issue of an Option.

Exit Date means each of:

(a) in respect of a Listing, the date of admission of the IPO Entity to the official list of ASX Limited or any other recognised stock exchange;

(b) in respect of a Share Sale, the date on which the parties complete the sale and purchase of the Shares; or

(c) in respect of a Business Sale, the date of the first distribution to Shareholders arising from the Business Sale,

or any such other date as nominated by the Board as the Exit Date.

Exit Event means each of:

(a) a Listing;

(b) a Business Sale; or

(c) a Share Sale.

Expiry Date means the date specified as such in an offer of Options or on which the Option lapses under clause 11.

Fair Market Value means as of any date, the fair market value of an Option, as determined by the Board in good faith on such basis as it deems appropriate .

Grant Date means the date on which the Board grants an Option as specified in the terms of issue of an Option.

IPO Entity means a member of the Company Group or a special purpose vehicle formed for the purpose of a Listing which directly or indirectly (including through one or more interposed entities) owns at least 50% per cent (based on earnings) of the business of the Company Group.

Listing means an initial public offering of an IPO Entity to the official list of ASX Limited or any other recognised stock exchange.

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

Majority Shareholders means Shareholders holding 51% or more of the Shares on issue or where there is a Shareholders Agreement, the number of Shareholders specified in the Shareholders Agreement as being 'majority shareholders' (or a similar expression).

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

Offer means an offer made to an Eligible Staff Member by or on behalf of the Board to participate in the Option Plan.

Option means the right granted to exercise an option and, at the election of the Company, to receive one Share for each Option exercised (subject to adjustment under clause 7).

Optionholder means a person registered in the Company's register of Optionholders as the holder of Options from time to time.

Option Period means the period during which an Option may be exercised, as determined by the Board and stated in the terms of issue of an Option, which period shall not exceed 5 years from the Grant Date of the Option.

Outstanding Option means an Option which has vested, has not been exercised and has not lapsed.

Participant means an Eligible Staff Member to whom Options are granted.

Plan means this Sea Forest Pty Limited Option Plan, being the plan constituted by these Rules, as amended from time to time.

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

Related Body Corporate has the meaning given in the Corporations Act.

Reorganisation Event means any one or more of the following:

(a) a distribution of cash or securities by way of a return of capital;

(b) a bonus issue of Shares by the Company;

(c) a share split, consolidation or other similar action in respect of the share capital of the Company; or

(d) any other internal reorganisation, recapitalisation, reclassification or similar event with respect to the share capital of the Company.

Rules means the rules governing the Plan set out in this document as amended from time to time.

Security Interest means an interest or power:

(a) reserved in or over an interest in any asset including any retention of title; or

(b) created or otherwise arising in or over any interest in any asset under a security agreement, a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes:

(c) any agreement to grant or create any of the above; and

(d) a security interest within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth).

Share means a fully paid ordinary share of the Company.

Shareholder means a person who is the registered holder of a Share.

Share Sale means the sale by Shareholders (in one transaction or a series of connected transactions) to a third party purchaser of all of the issued Shares provided that no sale or transfer undertaken to effect a corporate reorganisation of any of the Company Group will constitute a Share Sale.

Specified Period means any period determined by the Board (if any) and notified to Participants as being the specified period during which Options may not be exercised or transferred.

Subsidiary has the meaning given in the Corporations Act.

Tax Act means the *Income Tax Assessment Act 1977* (Cth).

Total and Permanent Disablement means any Participant determined by the Board to be incapable of performing their duties due to any form of injury, illness or other disablement.

Vesting Conditions means any conditions specified by the Board (if any) and specified in the terms of issue of an Option which must be satisfied before an Option vests.

Interpretation

1.2 In these Rules unless the context clearly indicates a contrary intention:

(a) words denoting the singular include the plural and vice versa;

(b) words denoting any gender include all genders;

(c) references to a law are references to that law as amended, consolidated, supplemented or replaced; and

(d) references to time is a reference to Sydney time.

1.3 If a payment or other act must be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day.

1.4 If a period occurs from, after or before a day or the day of an act or event, it excludes that day.

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

2. Plan Limits

2.1 The total number of Options which may be granted to Eligible Staff Members shall not exceed such number of Options as determined by the Board of the Company from time to time. Unless otherwise determined by the Board, the total number of Options shall not exceed an amount, which if all Options were exercised, would be equal to 10% of the total issued Shares of the Company from time to time.

2.2 Despite any other clause, no Options may be granted to a person or exercised under the Plan if it appears to the Board that to do so would contravene these Rules, the Company's Constitution or (if applicable) the Listing Rules of ASX or any other applicable law in any jurisdiction in which the person resides or would give rise to unreasonable regulatory requirements for the Company.

3. Grant of Options

3.1 Subject to clause 2, the Board in its absolute discretion may at any time grant Options to any Eligible Staff Member.

3.2 The Board may in its discretion determine criteria to apply for participation in the Plan including, without limitation, a minimum period of employment or service.

3.3 A grant of Options shall be made in writing and shall specify the following:

(a) the name and address of the Eligible Staff Member to whom an Option is granted;

(b) the Grant Date;

(c) the Expiry Date;

(d) the total number of Options (and the total number of Shares to which the Options relate) granted to the Eligible Staff Member;

(e) the Option Period within which the Options must be exercised;

(f) the Exercise Price;

(g) any Vesting Conditions;

(h) any Exercise Conditions;

(i) any restriction on Disposal of Options or Shares which will apply in addition to those in clause 10;

(j) the time and date by which acceptance of the terms of the grant of Options must be received by the Company;

(k) any other provisions, terms or conditions applicable to the grant of Options; and

(l) any other matters required to be specified in connection with the grant of Options by the ASX Listing Rules or any applicable law.

3.4 No consideration will be payable by any Eligible Staff Member for the grant of Options.

3.5 An Offer will be in respect of a single grant of Options and does not entitle an Eligible Staff Member to participate in any subsequent grants.

3.6 An Option does not confer on an Eligible Staff Member or Participant before the issue of Shares upon exercise of the Option:

(a) any voting rights in respect of Shares or in respect of any other equity securities of the Company;

(b) the right to participate in new issues of Shares or other equity securities of the Company;

(c) the right to attend or vote at any general meeting or other meeting of holders of any Shares or other equity securities of the Company;

(d) the right to receive any dividends or other distributions or to receive or otherwise participate in any returns of capital from the Company; or

(e) the right to participate in a liquidation or winding up of the Company.

3.7 Where an Option is granted under the Plan to a person who is not a resident of Australia, the provisions of the Plan apply subject to such changes or additions as the Board determines having regard to any securities, exchange control or taxation laws, regulations or similar factors which may have application to the relevant Options, Participant or the Company.

---

4. Acceptance of Options

4.1 To accept a grant of Options, the Eligible Staff Member must send to the person nominated by the Company an acceptance of the terms of grant of those Options (in a form approved by the Company) within the period nominated by the Board, together with such additional information required by the Company.

4.2 A grant of Options lapses if it is not accepted within the period specified by the Board and as required under clause 4.1, and any such Options shall be deemed never to have been granted.

4.3 The Company will, after receiving a valid acceptance of a grant of Options, issue to the Participant an option certificate setting out the terms of the Options and any other information required by any applicable Listing Rules or laws.

---

5. Vesting

5.1 The Options will vest and be exercisable subject to and in accordance with any applicable Vesting Conditions and Exercise Conditions. Any determination as to whether any Vesting Conditions have been satisfied shall be made by the Board in its absolute discretion.

5.2 Unless the Board otherwise specifies in respect of a grant of Options, the Options granted will vest in three tranches, with;

(a) one third vesting on the Grant Date upon completion of one year's service with the Company;

(b) a further one third vesting upon completion of two years' service with the Company; and

(c) the final third vesting upon completion of three years' service with the Company.

5.3 For the purposes of determining the period of service referred to in clause 5.2, the Board may in its absolute discretion determine that such service shall be deemed to have commenced on such date as may be specified by the Board.

---

6. Exercise of Options

6.1 Subject to clauses 6,8 and 10, a Participant is entitled to exercise an Option during any Option Period provided that all the Vesting Conditions and Exercise Conditions (if any) have been satisfied, it does not occur within any Specified Period and any exercise is for such a minimum number of Options as the Board may determine and specify in the terms of issue of an Option. Any determination as to whether any Vesting Conditions or Exercise Conditions have been satisfied shall be made by the Board in its absolute discretion.

6.2 An Option shall only be capable of being exercised by a Participant;

(a) after the completion of one year's service with the Company; and

(b) after satisfaction of any applicable Vesting Conditions and/or Exercise Conditions.

6.3 Options may be exercised by the Participant delivering to the Company an exercise notice in writing signed by the Participant stating the number of Options to be exercised by the Participant must also pay the Company the full Exercise Price for all Options exercised.

---

7. Adjustment of Options

7.1 If the Company undergoes a reorganisation of capital (other than by way of a bonus issue or issue for cash) the terms of the Options and rights of the Participants will be changed to the extent necessary to comply with any applicable Listing Rules or laws at the relevant time.

7.2 Subject to clause 7.1, if there is a reorganisation of capital of the Company, the number of Options will be reorganised as follows:

(a) <u>Subdivision or consolidation</u>

If the Company subdivides or consolidates its Shares, the Shares over which Options have been granted will be subdivided or consolidated (as the case may be) in the same ratio as the Shares and the Exercise Price will be amended in inverse proportion to that ratio.

(b) <u>Return of capital</u>

If the Company returns capital on its Shares, the number of Shares over which Options have been granted will remain the same, and the Exercise Price of each Option will be reduced by the same amount as the amount returned in relation to each Share.

(c) <u>Cancellation of capital that is lost</u>

If the Company returns capital on its Shares by a cancellation of capital that is lost or not represented by available assets, the number of Shares over which Options have been granted and the Exercise Price is unaltered.

(d) <u>Pro rata cancellation of capital</u>

If the Company reduces its issued Shares on a pro rata basis, the number of Shares over which Options have been granted will be reduced in the same ratio as the Shares and the Exercise Price will be amended in inverse proportion to that ratio.

(e) <u>General reorganisation</u>

If the Company reorganises its issued Shares in any way not otherwise contemplated by the preceding paragraphs, the number of Shares over which Options have been granted or the Exercise Price, or both will be reorganised so that the Participant will not receive a benefit that the holders of issued Shares do not receive.

(f) <u>Notice of Adjustment</u>

The Company shall give notice to Participants of any adjustments to the number of Shares over which an Option has been granted. Before an Option is exercised, all adjustment calculations are to be carried out including all fractions in relation to each of the number of Options and the number of Shares over which an Option has been granted.

8. Rights of Participants

8.1 If a Participant ceases to be an Eligible Staff Member because their employment or services are terminated by the Company as a result of misconduct, for cause or on other grounds for which the Company may validly terminate their employment or services, then all Options held by such Participant which have not been exercised shall upon such termination immediately be forfeited and lapse.

8.2 Subject to clauses 8.3 and 8.4, if:

(a) a Participant ceases to be an Eligible Staff Member before exercising their Options other than in circumstances set out in clause 8.1; and

(b) an applicable Option Period has commenced; and

(c) all applicable Vesting Conditions and Exercise Conditions for such Options have been satisfied; then

those Options will be capable of being exercised for a period of 3 months after such cessation or such longer period determined by the Board, but no later than the expiry of the applicable Option Period, following which those unexercised Options will lapse.

8.3 If a Participant ceases to be an Eligible Staff Member before the Participant has exercised their Options, and those Options would not be exercisable under clause 8.2 because the Option Period has not commenced or all applicable Vesting Conditions or Exercise Conditions have not been satisfied, the Board may, in its absolute discretion, determine that the Options may be exercised for a period of 3 months after such cessation or such longer period determined by the Board, following which those unexercised Options will lapse.

8.4 If a Participant:

(a) dies;

(b) leaves the Company on the grounds of Total and Permanent Disablement; or

(c) retires after attaining the age of 55 years;

before exercising their Options, or in any other circumstances determined by the Board in its absolute discretion, then the Participant or the legal personal representative or nominated beneficiaries of that Participant may, within the period of 12 months of the Participant dying, retiring or so leaving or such longer period as may be approved by the Board, exercise all or part of the Participant's Options provided that the applicable Option Period has commenced and all applicable Vesting Conditions and Exercise Conditions have been satisfied. Any Options not exercised within the period approved by the Board will lapse.

9. Exit Event

9.1 On or prior to an Exit Event, the Board may, in its absolute discretion:

(a) where there is a Reconstruction as part of the Exit Event:

(i) provide for the grant of new options in substitution of some or all of the Options on a like for like basis, by the New Holding Entity or any Related Body Corporate of the New Holding Entity;

(ii) arrange for some or all of the Options to be acquired by the New Holding Entity in exchange for their Fair Market Value on the date of completion of the Reconstruction;

(b) buy back or cancel some or all of the Options (whether vested or not) in exchange for their Fair Market Value; or

(c) take the following steps:

(i) notify an Optionholder of the number of Options that will vest as a result of the Exit Event occurring;

(ii) make appropriate arrangements to ensure that such Options and all other Outstanding Options are able to be exercised on or prior to the Exit Date; and

(iii) use reasonable endeavours to ensure that the Shares issued at or about the time of an Exit Event are accorded the same rights and receive the same benefits in relation to the Exit Event as pre-existing issued Shares,

or take any combination of the above steps

9.2 If:

(a) the Company expects an Exit Event to occur; or

(b) an Exit Event not anticipated by the Company does occur,

then the Company may, by notice to all Optionholders, require that all outstanding Options either be exercised:

(c) on or before the Exit Date pertaining to the relevant Exit Event; or

(d) in the case of an unanticipated Exit Event, a date after the Exit Date for that event,

or if they are not exercised to lapse on a date specified by the Board.

9.3 If a takeover bid is made to acquire the whole or any part of the issued Shares, or a scheme of arrangement, selective capital reduction or other transaction is initiated which has an effect similar to a full takeover bid for all the issued Shares (**Bid**), and the Bid is accepted by the holders of at least 50% of the Shares on issue, then, each Participant shall be able to exercise all or any part of their Options, notwithstanding the applicable Option Period has not commenced or that any of the Vesting Conditions or Exercise Conditions have not been satisfied.

9.4 In connection with an Exit Event, on or prior to the Exit Event, the Board must if requested to do so by the Majority Shareholders (**Dragging Shareholders**) issue a notice (**Drag-along Notice**) to the Company and to each Eligible Staff Member and Participant (each referred to as the **Dragged Holder**) stating that they want the Dragged Holder to sell all of its Shares to:

(a) a third party buyer in connection with a Share Sale;

(b) an IPO Entity in connection with a Listing; or

(c) a New Holding Entity in connection with a Share Sale or Asset Sale.

9.5 The Drag-along Notice must specify:

(a) the number of Shares which the Dragging Shareholders propose to sell (**Sale Shares**), which must be all of the Shares held by those Dragging Shareholders;

(b) the name of the proposed buyer of the Sale Shares (**Third Party Buyer**), and the material terms on which the Dragging Shareholders propose to sell the Sale Shares;

(c) that the Third Party Buyer is either:

(i) a prospective third party purchaser who has made an offer to purchase the Sale Shares at the price and on the terms set out in the Drag-along Notice;

(ii) an IPO Entity; or

(iii) a New Holding Entity;

(d) the sale price per Share (which may be cash consideration, scrip consideration or a combination of both cash and scrip); and

(e) that the Dragging Shareholders require the Dragged Holder to sell all of the Dragged Holder's Shares to the Third Party Buyer in accordance with this clause 9.

A Drag-along Notice is irrevocable.

9.6 If the Dragging Shareholders serve a Drag-along Notice, then a Dragged Holder must as part of the sale of the Sale Shares to the Third Party Buyer, sell all of its Shares to the Third Party Buyer on terms which comply with the Drag-along Notice and each Eligible Staff Member and Participant is deemed to appoint each of the directors of the Company as its attorney for this purpose. The provisions of any power of attorney contained in an acceptance of offer signed by the Eligible Staff Member or Participant (as applicable) apply for the purposes of this clause.

9.7 The sale of the Dragged Holder's Shares to the Third Party Buyer under this clause 9 must be for the same sale price per Share as those applicable to the sale by the Dragging Shareholders of the Sale Shares to the Third Party Buyer.

9.8 The Dragging Shareholders must procure that the purchase price payable for the Dragged Holder's Shares is paid on the closing of the purchase and sale to the Dragged Holder, which must take place at the same time as the closing of the sale of the Sale Shares by the Dragging Shareholders to the Third Party Buyer.

9.9 At least 7 days before the closing of the purchase and sale of the Dragged Holder's Shares, the Dragged Holder must deliver to the Third Party Buyer:

(a) the share certificates and an executed transfer for the Dragged Holder's Shares; and

(b) a duly executed notice irrevocably appointing the Third Party Buyer as the Dragged Holder's proxy in respect of the Dragged Holder's Shares until such time as those Shares are registered in the name of the Third Party Buyer.

9.10 Each Eligible Staff Member and Participant agrees that:

(a) in the event that a Listing is proposed by the Board, it will do all things and provide all assistance as is reasonably required by the Company in connection with the actual or proposed Listing, including, if required by the Company, entering into an underwriting, escrow or offer management agreement or similar agreement on market terms; and

(b) if, as part of the Listing, the Eligible Staff Member's or Participant's Shares or the shares such person holds in the IPO Entity (as applicable) (together, the **Listing Shares**) are subject to the Listing Rules (including, if such Shares are "restricted securities" for the purpose of the Listing Rules), each Eligible Staff Member or Participant will hold and deal with its Listing Shares in accordance with the Listing Rules

10. Disposal

10.1 Unless a Participant disposes of an Option or a Share issued upon exercise of an Option under an arrangement which meets the requirements in section 83A-130 of the Tax Act, a legal or a beneficial interest in an Option or any such Share may not be Disposed of until the earlier of:

(a) 3 years after the issue of the Option or such earlier time as the Commissioner of Taxation allows in accordance with section 83A-45(5) of the Tax Act; and

(b) when the Participant is entitled to do so under clauses 8 or 9;

(c) such other date as approved by the Board.

10.2 Subject to the restriction on Disposal in clause 10.1, a legal or beneficial interest in an Option may be Disposed of pursuant to:

(a) a transfer by a Participant of any of its Options to a nominee or trustee for that person, and any such nominee or trustee may transfer Options to any other nominee or trustee or to the beneficiary provided that no beneficial interest in the Options passes as a result of the transfer;

(b) a transfer of Options by a Participant who is a natural person to the trustee or trustees of a family trust set up for the benefit of that person's family provided that a person acquiring Options pursuant to this clause 10.2(b) is not entitled to transfer any Options except for a transfer to the person from whom the transferee acquired the Options;

(c) in the event of the death of a Participant, a transfer or transmission of the deceased Participant's Options to the Participant's estate;

(d) a transfer by a Participant of any of its Options where such transfer has been consented to in writing by the Board; or

(e) a sale or transfer by a Participant of any of its Options where such sale or transfer is otherwise permitted or required by these Rules.

10.3 Unless otherwise consented to by the Board in writing and notwithstanding any other provision in this Plan or an Offer, a legal or a beneficial interest in an Option may not be Disposed of until after:

(a) where a Listing occurs, the earlier of:

(i) the date that is 180 days following the Listing; and

(ii) the expiration of any underwriter imposed lock-up in connection with the Listing; and

(b) in the case of any other Exit Event, the occurrence of that Exit Event.

10.4 A Participant must not Dispose of any Options or Shares during any Specified Period without the prior written consent of the Board

10.5 Any purported assignment, transfer, charge or other Disposal of the rights or interests of the Participant in any Options or under the Plan, otherwise than in accordance with this clause 10, shall render the Options void.

11. Lapse of Options

11.1 Subject to clauses 8 and 9, all Options lapse on the earlier of:

(a) the Expiry Date of the relevant Option Period;

(b) the date the Participant ceases to be an Eligible Staff Member; and

(c) the winding up or liquidation of the Company.

12. Powers of the Board

12.1 The Plan will be administered by the Board (or a committee of the Board) that will have authority and absolute discretion to:

(a) determine appropriate administration procedures for the Plan, consistent with these Rules, including determining any Exercise Conditions that will apply to Options;

(b) resolve conclusively all questions of fact or interpretation in connection with the Plan or these Rules and any dispute of any kind that arises under the Plan;

(c) delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of their powers or discretions arising under the Plan; and

(d) formulate special terms and conditions (subject to any applicable Listing Rules or laws), in addition to those set out in these Rules, to apply to Participants employed and/or resident in and/or who are citizens of countries other than Australia. Each of these special terms and conditions will be restricted in their application to those Participants employed and/or resident in and/or who are citizens of other jurisdictions.

12.2 While the Company is listed, the Board may only exercise its powers in accordance with the applicable Listing Rules.

12.3 Where these Rules provide for a determination, decision, declaration or approval of the Board or any sub-committee of the Board, such determination, decision, declaration or approval may be made or given by them in their discretion.

12.4 Any determination made by the Board with respect to questions of fact, interpretation or any calculation or adjustment in connection with the Plan or these Rules will be final and binding on the Company and all Eligible Staff Members and Participants.

13. Commencement, Suspension, Termination and Amendment of the Plan

13.1 Subject to any applicable Listing Rules or laws, this Plan:

(a) will take effect when the Board decides; and

(b) may be suspended, terminated or amended any time by the Board.

14. Taxes

14.1 An Eligible Staff Member and/or Participant will be responsible for the payment of all taxes and duties which are or may become payable in respect of a grant or exercise of an Option or any payment made under the Plan.

14.2 The Company is not responsible for any duties or taxes which are or may become payable on the grant or exercise of Options or any payment made under the Plan.

14.3 The Company may make any tax or other withholding or payment which it is required by law to make in connection with the Options, Shares or the Plan.

15. Miscellaneous

15.1 No broker's fees or commissions are payable by an Eligible Staff Member for a grant of Options pursuant to this Plan.

15.2 Participants granted Options under this Plan are bound by these Rules and by the Constitution of the Company.

15.3 Any notice required to be given by the Company to a Participant or any correspondence to be made between the Company and a Participant may be given or made by the Board or such persons as it may direct on behalf of the Company.

15.4 The Company must set up and maintain a register of Participants.

15.5 Participation in the Plan does not:

(a) affect an Eligible Staff Member's terms of employment or service with the Company. In particular, participation in the Plan does not detract from any right the Company may have to terminate the employment or service of an Eligible Staff Member with or without notice;

(b) confers on an Eligible Staff Member any right to continue in the employment or service of a Company Group Member;

(c) increase any compensation or damages in any action brought against a Company Group Member or any other person in connection with the termination of employment or service of an Eligible Staff Member.

15.6 Each Eligible Staff Member and Participant agrees that it will complete and return to the Company such documents as may be required by law to be completed by the Eligible Staff Member or Participant from time to time in respect of the transactions contemplated by this Plan, or such other documents which the Company reasonably considers should, for legal, taxation or administrative reasons, be completed by the Eligible Staff Member or Participant in respect of the transactions contemplated by this Plan.

16. Governing Law

16.1 These Rules and the Options granted under the Plan shall be governed by and construed in accordance with the laws of New South Wales.