

24 MAY 2017

BPS APPROVES PERFORMANCE RIGHTS PLAN

BPS Technology Limited ("BPS" or "the Company"), a leading provider of transactional platforms that enable businesses to attract customers across multiple sales channels, is pleased to announce that the Board has approved the attached Performance Rights Plan.

For more information please contact:

Trevor Dietz

Mobile: +61 419 707 908

Email: trevor.dietz@bpstechnology.com

About BPS Technology Limited (BPS): BPS is a leading provider of transactional platforms and management systems that enable businesses to attract customers across multiple sales channels. These platforms currently serve 36,000 merchants and ~ 600,000 customers through a network of ~ 20,000 Not-For-Profit organisations, giving BPS a reach of 2 million consumers. BPS earns revenues on transactions over the platforms via its subsidiaries Bartercard, Entertainment, Bucqi Pay and TESS.

About Bartercard: Bartercard operates the world's largest retail trade exchange for over 26 years. It allows small to medium businesses to conduct transactions without the use of cash. There are 50,000+ card-holders in 8 countries and 74 offices currently. Bartercard transactions can be conducted online, via its mobile app or across more than 7,000 bank EFTPOS terminals.

About Entertainment: Entertainment Publications is a business-to-consumer (B2C) deals platform with an established model proven over 22 years of profitable operations. Through 21 offices Entertainment provides restaurant, accommodation and activity guides with special offers from more than 12,000 businesses to consumers in Australia and New Zealand.

About Bucqi Pay: Bucqi Pay is a disruptive mobile payments and rewards app based around a loyalty platform designed for businesses to attract consumers. It allows consumers to earn and redeem great rewards called "bucqs" via a wide range of participating merchants. The payments platform has been three years in the making and has a number of patents pending. It has been launched in Queensland Australia and Wellington in New Zealand.

About TESS: TESS (Trade Exchange Software Services) is a transactional trading platform developed to support trade exchanges and business communities globally. It is the only software recognised and recommended as preferred software by the International Reciprocal Trade Association (IRTA) - the largest professional body governing the industry globally. TESS produces versions of its software created to service small, medium, large and enterprise level exchanges. IRTA uses TESS supplied software to run its Universal Currency (UC) trading platform that allows members' trade exchanges to trade between themselves seamlessly.

BPS Technology Limited

ABN: 43167603992
info@bpstechnology.com
bpstechnology.com
p: +61 7 5561 9111
f: +61 7 5531 0612

Level 1, 121 Scarborough Street
Southport QLD 4215
PO Box 582
Southport Qld 4215

Performance Rights Plan Rules

BPS Technology Limited ACN 167 603 992

Clayton Utz
Lawyers
Level 28
Riparian Plaza
71 Eagle Street
Brisbane QLD 4000
GPO Box 9806
Brisbane QLD 4000
Tel +61 7 3292 7000
Fax +61 7 3221 9669
www.claytonutz.com

Our reference 12293/16954/80160173

Contents

1.	Introduction	1
1.1	Purpose	1
1.2	Commencement	1
1.3	Rules are binding.....	1
2.	Definitions and interpretation.....	1
2.1	Definitions	1
2.2	Interpretation.....	4
2.3	Headings.....	5
3.	Invitation and acceptance	5
3.1	Eligibility.....	5
3.2	Invitation may be made	5
3.3	Content of Invitation to apply for Performance Rights.....	5
3.4	Employee may apply	5
3.5	Employee agrees to be bound.....	6
3.6	Company to grant Rights	6
3.7	Notification to Employee	6
3.8	Cessation of membership	6
4.	Vesting of Performance Rights	6
4.1	Life of Performance Right.....	6
4.2	Accelerated vesting	6
4.3	Ceasing to be an employee.....	6
4.4	Individual not treated as ceasing to be an employee	7
4.5	Issue, Transfer or Allocation of Shares	7
4.6	Shares to rank pari passu.....	7
5.	Lapse of Performance Rights	7
5.1	Lapse of Performance Rights	7
5.2	Performance Right may lapse in the case of fraud or dishonesty	8
6.	Dealing with Shares registered in the name of the Participant.....	8
6.1	Holding Locks	8
6.2	Power of attorney.....	8
6.3	Time of disposal.....	8
6.4	Company agent to receive sale proceeds	8
6.5	Removing Holding Locks.....	8
7.	Distributions and Other Benefits.....	9
7.1	Distributions	9
7.2	Bonus issues and rights issues	9
8.	Adjustment of Performance Rights.....	9
8.1	Bonus issue	9
8.2	Rights issue	9
8.3	Sub-division, consolidation, reduction or return	9
8.4	Limited right to participate in new issues.....	9
8.5	Other adjustments of an Original Security.....	9
8.6	Accumulation of adjustments.....	10
9.	Register of Performance Rights and shares.....	10
9.1	Company to maintain Performance Rights Account.....	10
9.2	Shares to be on the register	10
10.	Restrictions on Dealing and Hedging	10
10.1	No dealing.....	10
10.2	No hedging	10

11.	Administration of Plan.....	11
11.1	Board to administer Plan	11
11.2	Board powers and discretions	11
11.3	Delegation of Board powers and discretions.....	11
11.4	Documents.....	11
11.5	Board decision - final and conclusive	11
11.6	Suspension of Plan.....	11
12.	Amendment of the Plan	11
12.1	General	11
12.2	Limitation on amendments	12
13.	Termination of the Plan	12
14.	Miscellaneous provisions	12
14.1	Rights of Participants.....	12
14.2	Instructions by Participants.....	12
14.3	Notices	13
14.4	Governing law	13

1. Introduction

1.1 Purpose

The Plan provides eligible Employees with an opportunity to acquire an ownership interest or exposure to an ownership interest in the Company.

1.2 Commencement

The Plan commences on the date that the Company determines.

1.3 Rules are binding

The Company, each Participating Company and each Participant are bound by these rules.

2. Definitions and interpretation

2.1 Definitions

The following words and expressions have the following meanings unless the contrary intention appears:

ASX means ASX Limited (ACN 008 624 691) or the Australian Securities Exchange as appropriate.

Bad Leaver means a Participant who ceases to be an employee of a Group Member where such cessation is a result of:

- (a) any reason other than those contained in items (a) to (e) of the definition of Good Leaver; or
- (b) if the Participant:
 - (i) engages in any act or omission which constitutes serious misconduct in respect of their duties which may involve an act of fraud, defalcation or gross misconduct in relation to the Group;
 - (ii) after prior written warning, fails, neglects or refuses to perform their duties under their employment agreement; or
 - (iii) commits any act of dishonesty towards the Company, any other employee of the Company or Group Member or any other Group Member.

Board means all or some of the Directors acting as a board of the Company or, if the relevant powers or discretions have been delegated by the Board, the committee or individuals acting as delegates of the Board.

Business Day means a day other than a Saturday, Sunday or public holiday in Sydney.

Capital Event means any:

- (a) reclassification or recapitalisation;
- (b) share split (including a share split in the form of a share dividend) or reverse share split;
- (c) any merger, combination, consolidation or other reorganisation;

- (d) spin-off, split-up or extraordinary dividend distribution;
 - (e) or any similar, unusual or extraordinary transaction,
- in respect of the Shares.

Company means BPS Technology Limited (ACN 167 603 992).

Company Secretary means the company secretary of the Company.

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

Director means a director of the Company.

Employee means a person who is in the full time or part time employment of a Group Member and includes any Director and the Company Secretary or contractors and casual employees who have worked or are expected to work the pro-rata equivalent of at least 40% of a comparable full time position.

Employer means any Group Member, and in relation to any particular Participant means the Group Member by which that Participant is for the time being employed.

Event means:

- (a) **(change of control)** any person together with their associates acquire Shares, which when aggregated with Shares already held by that person and their associates, comprise more than 50% of the issued Shares;
- (b) **(takeover bid received)** the Company receives a bidder's statement in relation to an offer to acquire Shares in accordance with Chapter 6 of the Corporations Act;
- (c) **(compromise or arrangement)** pursuant to an application made to the court, the court ordering a meeting to be held in relation to a proposed compromise or arrangement for the purpose of or in connection with a scheme for the merger or acquisition of the Group, with or by any third party entity not being a member of the Group;
- (d) **(voluntary winding up)** the Company passes a resolution for voluntary winding up;
- (e) **(compulsory winding up)** an order is made for the compulsory winding up of the Company; or
- (f) **(quotation)** the Shares cease to be quoted on any exchange or will cease to be quoted on any exchange.

Expiry Date means the date determined by the Board on which the Performance Rights will lapse as set out in the Invitation for a Performance Right to an Employee.

Good Leaver means a Participant who ceases to be an employee of a Group Member where such cessation is a result of:

- (a) death; or
- (b) Total and Permanent Disablement; or
- (c) Redundancy; or
- (d) Retirement; or
- (e) an Event; or

- (f) other terms as reasonably determined by the Board, provided that a Participant's rights as dictated by these rules are not otherwise materially affected.

Grant Date means the date on which a Performance Right is granted.

Group means the Company and each body corporate that is a subsidiary of the Company under Division 6 of Part 1.2 of the Corporations Act.

Group Member means any member of the Group.

Holding Lock means a facility that prevents securities being deducted from, or entered into, a holding of securities pursuant to a transfer.

Listing Rules means the official listing rules of ASX or the listing rules of any other relevant securities exchange upon which existing Shares are admitted for quotation or listed.

Original Security means a Share traded pursuant to the constitution of the Company as amended from time to time.

Participant means:

- (a) an eligible Employee who accepts an Invitation to participate in the Plan and who agrees to be bound by these rules (and includes a person who has ceased to be an employee or officer of an Employer after becoming a Participant whose Performance Rights do not lapse);
- (b) a nominee of a person referred to in paragraph (a); or
- (c) the legal personal representative of any person referred to in paragraph (a) duly appointed on the death or legal incapacity of that person.

Participating Company means each Group Member to which the Board resolves that the Plan extends.

Performance Right means a right to acquire a Share (by transfer or issue at the election of the Company) granted under rule 3.6.

Plan means the Performance Rights Plan, the rules of which are set out in this document, as amended from time to time.

Plan Manager means the entity so nominated from time to time by the Company.

Recomposed Security means, if any capital reconstruction of the Group occurs which affects the composition of an Original Security (including by removing a component security of an Original Security, adding an additional component security to an Original Security, substituting a component security of an Original Security or making a distribution of a component security to holders of Original Securities), a Security as recomposed.

Redundancy means termination of employment of a Participant by a Participating Company due to economic, technological, structural or other organisational change where through no act or default of the Participant:

- (a) the Participating Company no longer requires the duties and responsibilities carried out by the Participant to be carried out by anyone; or
- (b) the Participating Company no longer requires the position held by the Participant to be held by anyone.

Reorganisation means any capital reconstruction of the Group which affects the composition of a Share.

Retirement means, in respect of a Participant, ceasing to be employed by a Group Member where the Board is reasonably satisfied that the Participant intends to never take up full-time employment in the future.

Security means an Original Security or a Recomposed Security.

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

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

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

Tax Act means the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth), as the context requires.

Total and Permanent Disablement means, in relation to a Participant, that the Participant has, in the reasonable opinion of the Board, become permanently incapacitated to such an extent as to render the Participant unlikely to engage in the Participant's usual occupation again.

Terms and Conditions of Grant means all of:

- (a) these rules; and
- (b) any Vesting Condition.

Vested Performance Right means a Performance Right in respect of which all of the Vesting Conditions have been satisfied or waived or which has otherwise vested in accordance with this Plan.

Vesting Condition means, in relation to a Performance Right, a condition which must be satisfied or waived before that Performance Right becomes vested in its holder, including any terms and conditions of an Invitation.

Vesting Date means, in respect of a Performance Right, the date on which the Vesting Conditions in relation to that Performance Right are satisfied or waived, or such earlier date on which the Performance Right vests in accordance with rule 4.

2.2 Interpretation

In these rules, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) references to these rules, or any particular rule, means these rules, or the relevant rule, as amended from time to time;
- (c) references to a rule, a statute or other law include regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) references to the exercise of a power or discretion include a decision not to exercise the power or discretion;
- (e) references to a "year" mean any period of 12 months;
- (f) the words "include", "including" or "such as" are not used as, nor are they to be interpreted as words of limitation, and when introducing a list of items does not exclude a reference to other items whether of the same class or genus or not;

- (g) “Australian dollars”, “dollars”, “A\$” or “\$” is a reference to the lawful currency of Australia;
- (h) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (i) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (j) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (k) if an act under this agreement to be done by a party on or by a given day is done after 5.30 pm on that day, it is taken to be done on the next Business day.

2.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and, except where they are inserted as a means of cross-reference, do not affect the interpretation of these rules.

3. Invitation and acceptance

3.1 Eligibility

The Board may determine the Employees who are eligible to participate in the Plan from time to time.

3.2 Invitation may be made

From time to time the Company may make an Invitation to participate in the Plan to an Employee who is eligible to participate in the Plan in accordance with rule 3.1.

3.3 Content of Invitation to apply for Performance Rights

An Invitation to an Employee to apply for Performance Rights may be made on such terms and conditions as the Board decides from time to time, including as to:

- (a) the number of Performance Rights for which that Employee may apply;
- (b) the amount payable (if any) for the grant of a Performance Right or how it is calculated;
- (c) any Vesting Condition;
- (d) circumstances in which accelerated vesting of Performance Rights will occur;
- (e) circumstances in which lapse of Performance Rights will occur; and
- (f) the Expiry Date.

3.4 Employee may apply

On receipt of an Invitation, the Employee may accept participation in the Plan on the terms described in that Invitation in any manner approved by the Board from time to time.

3.5 Employee agrees to be bound

Each Employee is, by accepting an Invitation, deemed to have agreed to be bound by:

- (a) the terms of the Invitation;
- (b) the provisions of these rules, as amended from time to time; and
- (c) the constitution of the Company as amended from time to time.

3.6 Company to grant Rights

On receipt of acceptance of an Invitation, the Company will grant the Performance Rights to the Employee, subject to the Terms and Conditions of Grant applicable to those Performance Rights.

3.7 Notification to Employee

Following the grant of a Performance Right under rule 3.6, the Company will notify the Employee in writing of the grant of the Performance Right.

3.8 Cessation of membership

A person ceases to be a Participant when all property or moneys to which the Participant is entitled under the Plan have been transferred or paid in accordance with these rules (but does not include an award of Shares under the Plan).

4. Vesting of Performance Rights

4.1 Life of Performance Right

Notwithstanding any other provision of these rules, the latest date on which a Performance Right may vest is the Expiry Date.

4.2 Accelerated vesting

Subject to the Terms and Conditions of Grant, the Board, in its absolute discretion, may determine that all or a portion of the unvested Performance Rights of a Participant are to become Vested Performance Rights on such date as any of the following occur:

- (a) **(death)** the Participant dies;
- (b) **(Total and Permanent Disablement)** the Participant ceases to be employed by a Group Member by reason of Total and Permanent Disablement; or
- (c) **(Redundancy)** the Participant ceases to be employed due to Redundancy; or
- (d) an Event; or
- (e) **(other date)** the Board determines that the Performance Rights of the Participant become Vested Performance Rights.

4.3 Ceasing to be an employee

For the purpose of rules 4.2(a) and 4.2(b), without limiting the discretion of the Board under rule 4.2, the Board may:

- (a) adjust the portion of Performance Rights vested based on the proportion which the period from the Grant Date to the date the Participant ceases to be employed by the Group bears to the period from the Grant Date to the Vesting Date; or

- (b) make a determination that the Participant is entitled to retain the Performance Right as though the Participant was still employed by a Group Member.

4.4 Individual not treated as ceasing to be an employee

For the purposes of rules 4 and 5, a Participant:

- (a) is not treated as ceasing to be an employee of a Group Member unless and until the individual is no longer an employee of any Group Member, whether or not in the same capacity as at the time the Performance Right was granted; and
- (b) is treated as ceasing to be an employee of a Group Member if the individual is no longer an employee of any Group Member because:
 - (i) the individual's employer ceases to be a Group Member, whether or not, after the cessation, the individual remains an employee of that employer; or
 - (ii) the individual is an employee of a business that is transferred to a person that is not a Group Member.

4.5 Issue, Transfer or Allocation of Shares

The Company must cause the number of Shares (expressed to one decimal place) comprised in each Vested Performance Right multiplied by the number of Vested Performance Rights held by that Participant, rounded down to the nearest whole number of Shares to be subject to rule 5, issued or transferred to the Participant and registered in the name of the Participant within 60 days from the Vesting Date, in respect of a Participant's Vested Performance Rights.

4.6 Shares to rank pari passu

All Shares issued, transferred or allocated on the vesting of a Participant's Performance Rights will rank pari passu in all respects with the Shares of the same class for the time being on issue except for any rights attaching to the Shares by reference to a record date prior to the date of their allotment or transfer.

5. Lapse of Performance Rights

5.1 Lapse of Performance Rights

Unless a Performance Right vests at an earlier date, a Participant's Performance Right lapses on the earliest of:

- (a) in the case of a Performance Right, the Expiry Date;
- (b) the Board making a determination under rule 5.2 that the Performance Right has lapsed;
- (c) the Participant becoming bankrupt or committing an act of bankruptcy or, if the Participant is deceased, the Participant's estate becoming bankrupt;
- (d) 30 days after the Participant ceasing to be employed by a Group Member for any reason and the Board not making a determination that the Performance Right will become a Vested Performance Right or the Board not making a determination that the Participant is entitled to retain the Performance Rights as though the Participant was still employed by a Group Member; or
- (e) 30 days after the Participant ceasing to be an employee of a Group Member because of circumstances set out in rule 4.4(b)(i) or 4.4(b)(ii) and the Board not

making a determination that the Performance Right will become a Vested Performance Right.

5.2 Performance Right may lapse in the case of fraud or dishonesty

If, in the opinion of the Board, a Participant:

- (a) has committed (or it is evident the Participant intends to commit), any act (whether by omission or commission) which amounts or would amount to any of dishonesty, fraud, wilful misconduct, wilful breach of duty, serious and wilful negligence or incompetence in the performance of the Participant's duties;
- (b) is convicted of a criminal offence (other than a minor motor traffic offence or other trivial offence which does not impact on the Participant's good fame and character or ability to perform his/her duties) or is guilty of any other wilful or recklessly indifferent conduct which, in the opinion of the Board, may injure or tend to injure the reputation and/or the business or operations of a Group Member; or
- (c) becomes a Bad Leaver,

the Board may declare that any unvested Performance Right has lapsed, and the unvested Performance Right lapses accordingly.

6. Dealing with Shares registered in the name of the Participant

6.1 Holding Locks

Subject to the Listing Rules, the Company may procure that a Holding Lock be put on Shares while those Shares are subject to the restriction on disposal.

6.2 Power of attorney

Each Participant irrevocably appoints each Director of the Company and the Company Secretary, severally, to be its attorney for the purposes of executing and delivering, in the name of the Participant and on its behalf, all documents required to be executed and delivered by that Participant for the purposes of disposing of its Shares if the Company is required or permitted to do so under these rules.

6.3 Time of disposal

In the event a Participant is required to dispose of its Shares, the Company may authorise the Plan Manager to dispose of some or all of the Shares and will use its best endeavours to dispose of the Shares as soon as reasonably practicable from the date the disposal would be permitted by these rules.

6.4 Company agent to receive sale proceeds

Each Participant irrevocably appoints the Company to be its agent to receive any consideration payable to the Participant as a result of any disposal of its Shares pursuant to these rules. If the Company receives any such consideration it must account to the Participant for this consideration in accordance with these rules and the Invitation.

6.5 Removing Holding Locks

When a Share is no longer subject to the restriction on disposal, the Company must, as soon as reasonably practicable, procure that any Holding Lock on that Share is removed.

7. Distributions and Other Benefits

7.1 Distributions

A Participant is entitled to receive any dividend or voting rights made in respect of Shares held by that Participant.

7.2 Bonus issues and rights issues

A Participant can in respect of Shares allocated to that Participant under the Plan, participate in any bonus issues of Shares or pro rata rights issues of Shares made by the Company or sell renounceable rights or receive any payment in respect of rights renounced. If any securities are issued in respect of, or exchange for in substitution of, any Shares allocated to a Participant under the Plan by reason of any bonus issues or other change in the capital structure of the Company, such securities are to be held by that Participant according to the terms of these Rules applicable to the Shares to which those securities relate.

8. Adjustment of Performance Rights

8.1 Bonus issue

If the Company makes a bonus issue of Shares pro rata to members (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) and no Shares have been allocated to a Participant or registered in the name of a Participant in respect of a Performance Right held by the Participant before the record date for determining entitlements to the bonus issue then the number of Shares to which the Performance Rights relates will be increased by the number of Shares which the Participant would have received under the bonus issue if the Performance Rights had vested immediately prior to the record date for the bonus issue.

8.2 Rights issue

If the Company makes a rights issue of Shares pro rata to members and no Shares have been allocated to a Participant or registered in the name of a Participant in respect of a Performance Right held by the Participant before the record date for determining entitlements to the rights issue then the number of Shares to which the Performance Rights relates may, at the discretion of the Board, be adjusted in the way (if any) specified and permitted by the Listing Rules.

8.3 Sub-division, consolidation, reduction or return

If there is any Reorganisation, including any subdivision, consolidation, reduction or return of the issued capital of the Company, the number of Shares to which each Participant is entitled on the vesting of a Performance Right will be adjusted in the way (if any) specified by the Listing Rules from time to time.

8.4 Limited right to participate in new issues

Subject to the preceding rules, a Performance Right does not entitle a Participant to participate in any new issue of Shares.

8.5 Other adjustments of an Original Security

If any capital reconstruction of the Group occurs which affects the composition of an Original Security (including by removing a component security of an Original Security, adding an additional component security to an Original Security, substituting a component security of an Original Security or making a distribution of a component security to holders of Original Securities) then the Security which a Participant will be entitled to receive on vesting of the Performance Right, will also be recomposed and the entitlements of a holder of a Performance

Right will be otherwise adjusted so that the holder of a Performance Right receives the benefits that holders of Shares receive but does not receive a benefit that holders of Shares do not receive.

8.6 Accumulation of adjustments

Full effect must be given to rules 8.1, 8.2 and 8.5 as and when occasions of their application arise and in such manner that the effects of the successive applications of them are cumulative, the intention being that the adjustments they progressively effect must be such as to reflect in relation to the Shares comprised in a Performance Right the adjustments which on the occasions in question are progressively effective in relation to Shares already on issue. All adjustment calculations are to be to four decimal places.

Unless otherwise provided in these rules, a Participant has no right to change the number of Shares to which the Performance Rights relates.

9. Register of Performance Rights and shares

9.1 Company to maintain Performance Rights Account

The Company must open and maintain an Account in respect of each Participant. Each Account must record:

- (a) the number of Performance Rights which each relevant Participant has been granted;
- (b) the date of acquisition of Performance Rights which each relevant Participant has been granted;
- (c) the number of Performance Rights which have lapsed in respect of each relevant Participant;
- (d) the number of Performance Rights which have vested in respect of each relevant Participant; and
- (e) any adjustment (if any) to the number of Performance Rights made in accordance with the rules.

9.2 Shares to be on the register

Shares issued, transferred or allocated to the relevant Participant on vesting of Performance Rights will be registered in the appropriate registers of the Company, as the case may be.

10. Restrictions on Dealing and Hedging

10.1 No dealing

A Participant may not sell, assign, transfer or otherwise deal with, or grant a Security Interest over, a Performance Right granted to the Participant. The Performance Right lapses immediately on any purported sale, assignment, transfer, dealing or grant of Security Interest, unless the Board in its absolute discretion approves the dealing or the transfer or transmission is effected by force of law on death or legal incapacity to the Participant's legal personal representative.

10.2 No hedging

A Participant may not enter into any arrangement for the purpose of hedging, or otherwise affecting their economic exposure to their Performance Rights.

11. Administration of Plan

11.1 Board to administer Plan

The Plan is to be administered by the Board in accordance with these rules. The Board may make further provisions for the operation of the Plan which are not materially inconsistent with these rules.

11.2 Board powers and discretions

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

11.3 Delegation of Board powers and discretions

Any power or discretion which is conferred on the Board by these rules including the power to invite Employees to participate in the Plan and to determine the terms and conditions of a Participant's Performance Right may be delegated by the Board to:

- (a) a committee consisting of such directors, other officers or employees of the Company, or any combination of such persons as the Board thinks fit;
- (b) a related body corporate of the Company; or
- (c) a third party,

for such periods and on such conditions as the Board thinks fit.

11.4 Documents

The Company may from time to time require a person invited to participate in the Plan or a Participant to complete and return such other documents as may be required by law to be completed by that person or Participant, or such other documents which the Company considers should, for legal, taxation or administrative reasons, be completed by that person or Participant.

11.5 Board decision - final and conclusive

The decision of the Board as to the interpretation, effect or application of these rules and all calculations and determination made by the Board under these rules are final, conclusive and binding in the absence of manifest error.

11.6 Suspension of Plan

The Board may from time to time suspend the operation of the Plan and may at any time cancel the Plan. The suspension or cancellation of the Plan must not prejudice the existing rights (if any) of Participants.

12. Amendment of the Plan

12.1 General

Subject to Rule 12.2 and the Listing Rules, the Board may amend, add to, delete or otherwise vary these rules at any time in any manner it thinks fit in its absolute discretion.

12.2 Limitation on amendments

No amendment, addition, deletion or variation to the provisions of these rules (**Amendment**) may be made which reduces the rights of Participants in respect of Performance Rights acquired by them prior to the date of the Amendment without the consent of the relevant Participants, other than an Amendment introduced primarily:

- (a) for the purpose of complying with or conforming to present or future State, Territory or Commonwealth legislation or the Listing Rules, or a requirement, policy or practice of the Australian Securities and Investments Commission or other foreign or Australian regulatory body;
- (b) to correct any manifest error or mistake; or
- (c) for the purpose of enabling any Group Member, a group of Participants, or Participants generally (but not necessarily each Participant) to receive a more favourable taxation treatment in respect of their participation in the Plan.

13. Termination of the Plan

The Plan terminates and is to be wound up (as provided below) on the occurrence of any of the following events:

- (a) if an order is made or an effective resolution is passed for the winding up of the Company other than for the purpose of amalgamation or reconstruction; or
- (b) if the Board determines that the Plan is to be wound up.

14. Miscellaneous provisions

14.1 Rights of Participants

Nothing in these rules:

- (a) confers on any person any expectation to become a Participant;
- (b) confers on any Employee the right to be invited to apply for, to be offered or to receive any Performance Right;
- (c) confers on any Participant the right to continue as an employee of any Employer;
- (d) affects any rights which any Employer may have to terminate the employment of any Employee; or
- (e) may be used to increase damages in any action brought against any Employer in respect of any termination of employment.

No person, whether a Participant or otherwise, has any claim, right or interest in respect of the Plan or other property of the Plan, whether against the Company or any other person, as a consequence of termination of the Employee's employment or appointment or otherwise, except under and in accordance with these rules.

14.2 Instructions by Participants

For the purposes of these rules, the Company, the Board and any Employer is entitled to regard any notice, direction or other communication given or purported to be given by or on behalf of a Participant (or a legal personal representative of a Participant) as valid, whether given orally or in writing. Any notice, direction or other communication given or purported to be given by or on behalf of a Participant (or a legal personal representative of a Participant) or

any other person under these rules to the Company or the Employer is duly given only if actually received by the Company or Employer (as the case may be).

14.3 Notices

Any notice, certificate, consent, approval, waiver or other communications given by the Board, the Company or the Employer is deemed to have been duly given if:

- (a) sent by electronic mail or delivered by hand; or
- (b) sent by ordinary prepaid mail,

and is deemed to have been served:

- (c) if sent by electronic mail or delivered by hand, at the time of sending or delivery; or
- (d) if posted, three Business Days (or, if posted to a Participant's address outside Australia, seven Business Days) after the date of posting.

Delivery, transmission and postage is to the address of any Participant, any other address as the Board or any Participant may notify to the other or in the case of a Participant who is an Employee, the address of the place of business at which the Participant performs the whole or substantially the whole of the duties of his or her office or employment.

14.4 Governing law

- (a) These rules are governed by the laws in force in Queensland and will be construed and take effect in accordance with those laws.
- (b) Each Participant irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to these Rules or Securities issued or transferred under them.