

12 October 2020

EVANS DIXON LIMITED
ACN 609 913 457
NOTICE OF ANNUAL GENERAL MEETING 2020

Evans Dixon Limited (**Evans Dixon/Company**) gives notice of its upcoming Annual General Meeting of Shareholders (**Meeting**).

The Meeting will be held at the date, time and place detailed below, or at such later time and date as notified to Shareholders, to consider and vote on the resolutions contained in this Notice.

Date	Wednesday 11 November 2020
Time	9:00 am (AEDT)
Venue	Online via the Lumi App or https://web.lumiagm.com/

The attached Evans Dixon Notice of Meeting 2020 (including explanatory memorandum) provides details of the items of business to be considered by Shareholders.

Shareholders are encouraged to:

- ◇ read the Notice of Meeting in full;
- ◇ attend the Meeting online, which will provide you with an opportunity to meet Evans Dixon's Directors and senior management and to ask questions regarding your investment; and
- ◇ vote on the resolutions as set out in the Notice.

The Explanatory Statement and Proxy Form which accompany and form part of this Notice of Meeting describe in more detail the matters to be considered. Please consider this Notice of Meeting, the Explanatory Statement and the proxy form in their entirety.

For further information, please contact:

Paul Ryan
Company Secretary
1300 069 436



Mayfair Building
171 Collins St
Melbourne VIC
Australia 3000
P +61 3 9631 9888

Level 15
100 Pacific Hwy
North Sydney NSW
Australia 2060
P 1300 852 017

Evans Dixon Limited
ACN 609 913 457



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EVANS
DIXON

Evans Dixon Limited

ACN 609 913 457

Annual General Meeting

9:00 am (AEDT)

Wednesday 11 November 2020

Online via the Lumi App
or at <https://web.lumiagm.com/>

EVANS DIXON

NOTICE OF MEETING 2020

Notice of Annual General Meeting

Annual General Meeting

Notice is given that the Annual General Meeting of Shareholders of the Company (**Meeting**) will be held at the time, date and place detailed below, or at such later time and date as notified to Shareholders, to consider and vote on the following resolutions in this Notice of Meeting:

Date: 9:00 am on Wednesday 11 November 2020

Venue: Online via the Lumi App or <https://web.lumiagm.com/>

It is recommended that Shareholders read the Notice of Meeting and Explanatory Statement in full and seek professional advice if they are uncertain about how they should cast their votes at the Meeting.

Capitalised terms are defined in the Glossary.

Business

Financial Statements and Reports

To receive and consider the Financial Statements, the Directors' Report, and the Independent Auditor's Report of Evans Dixon Limited contained within the Evans Dixon Annual Report for the period 1 July 2019 to 30 June 2020.

No resolution is required for this item of business.

Resolution 1: Adopting the Remuneration Report

To consider, and if thought fit, to pass the following resolution as an **ordinary resolution**:

"That the Company adopt the Remuneration Report as set out in the Directors' Report of Evans Dixon for the year ended 30 June 2020 in accordance with Section 250R(2) of the Corporations Act 2001."

Note:

1. The vote on this resolution is advisory only and does not bind the Directors or the Company.
2. The Company's key management personnel and their closely related parties must not cast a vote on the remuneration report unless they are appointed in writing as a proxy for a Shareholder (other than a member of the Company's key management personnel and their closely related parties) eligible to vote on the resolution and that proxy specifies how to vote on the resolution.
3. The Chairman may cast a vote on the remuneration report if appointed in writing as a proxy for a Shareholder (other than a member of the Company's key management personnel and their closely related parties) eligible to vote on the resolution and where that proxy does not specify how to vote on the resolution only if the Proxy Form authorises the Chairman to exercise the proxy even if the resolution is connected directly or indirectly with the remuneration of a member of the key management personnel for the Company.

Resolution 2: Re-election of Kevin McCann as Director

To consider, and if thought fit, to pass the following resolution as an **ordinary resolution**:

*"That **Kevin McCann**, who is retiring from office in accordance with the Company's Constitution and the Listing Rules, and being eligible, be re-elected as a Director of the Company."*



Note: please see the Explanatory Statement for a biography of Kevin McCann.

Resolution 3: Election of Tony Pitt as Director

To consider, and if thought fit, to pass the following resolution as an **ordinary resolution**:

*“That **Tony Pitt**, who has been nominated to be appointed as a Director in accordance with clause 64.1(d) of the Constitution, who consents to act and being eligible, be elected as a Director of the Company.”*

Note: please see the Explanatory Statement for a biography of Tony Pitt.

Resolution 4: Amendments to Constitution

To consider, and if thought fit, to pass the following resolution as a **special resolution**:

“That, for the purpose of section 136(2) of the Corporations Act and for all other purposes, approval is given for the Company to alter the Constitution in the manner set out in the Explanatory Notes and in the form presented at the Meeting and received by the Chairman for identification purposes, with effect from the close of the Meeting.”

Resolution 5: Change Company Name

To consider, and if thought fit, to pass the following resolution as a **special resolution**:

“That, for the purpose of section 157(1) of the Corporations Act and for all other purposes, approval is given for the Company to change its name to E&P Financial Group Limited.”

Resolution 6: Approval of Options/Rights Plan and the issue of shares, and Options under the Options/Rights Plan.

To consider, and if thought fit, to pass the following resolution as an **ordinary resolution**:

“That for the purposes of Listing Rule 7.2 (Exception 13)) and for all other purposes, the Evans Dixon Limited Options/Rights Plan (Plan) and any grants of Options, Share Rights (as defined in the Plan) and Shares that result from the exercising of Options or Share Rights under the Plan be approved.”

Voting Exclusion Statement

The Company will disregard votes cast as proxy by Key Management Personnel or their closely related parties in contravention of section 250BD Corporations Act. The Company will also disregard votes cast by or on behalf of a related party of the Company to whom the resolution would permit a financial benefit to be given in contravention of section 224 of the Corporations Act and any associate of such a related party.

For the purposes of section 224 Corporations Act, the Company will not disregard a vote if:

- ◇ it is cast by a person as a proxy appointed in writing that specifies how the proxy is to vote on the proposed resolution; and
- ◇ it is not cast on behalf of a related party or associate of a related party of the Company to whom the resolution would permit a financial benefit to be given or an associate of such a related party.

For the purposes of Listing Rule 14.11, the Company will also disregard any votes cast in favour of the Resolution by or on behalf of any person who is eligible to participate in the employee incentive scheme, or an associate of those persons.

However, for the purposes of Listing Rule 14.11, this does not apply to a vote cast in favour of a resolution by:

- ◇ a person as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with directions given to the proxy or attorney to vote on the resolution in that way; or
- ◇ the chair of the meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the chair to vote on the resolution as the chair decides; or
- ◇ a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
 - the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

All voting will be by poll

In accordance with clause 43.2(c) of the Constitution, the Chairman intends to call a poll on each of the resolutions proposed at the Meeting. Each resolution considered at the Meeting will therefore be conducted by a poll, rather than on a show of hands. The Board and the Chairman consider that voting by poll is in the interests of the Shareholders as a whole and ensures that the views of as many Shareholders as possible are represented at the meeting.

Other business

In accordance with the Corporations Act 2001, a reasonable opportunity will be given to Shareholders at the meeting to ask questions about, or to make comment on, the management of the Company. Shareholders will have reasonable opportunity to ask the auditor, or their representative, questions relevant to the Company audit and preparation and content of the Independent Auditor's Report.

Other information

An Explanatory Statement accompanies and forms part of this Notice of Meeting.

All Shareholders should read the Explanatory Statement carefully and in its entirety. Shareholders who are in doubt regarding any part of the business of the Meeting should consult their financial or legal adviser for assistance.

To constitute a valid meeting of the Company, a quorum of at least 2 Shareholders must be present (in person or by proxy) at the time when the meeting proceeds to business.

All resolutions, except resolutions 4 & 5, are ordinary resolutions. To be passed, they must be approved by at least 50% of the total votes cast by Shareholders entitled to vote on the Resolution (including Shareholders who are voting by proxy).

Resolutions 4 & 5 are special resolutions. To be passed, they must be approved by at least 75% of the total votes cast by Shareholders entitled to vote on the resolutions (including Shareholders who are voting by proxy).

Voting by proxy

Any Shareholder of the Company entitled to attend and vote at this Annual General Meeting is entitled to appoint not more than two proxies to attend and vote in his/her stead.

A Proxy does not need to be a Shareholder of the Company. A Shareholder that is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each Proxy is appointed to exercise. If no proportion or number is specified, each Proxy may exercise half of the Shareholder's votes. If the specified proportion or number of votes exceeds that which the Shareholder is entitled to, each proxy may exercise half of the Shareholder votes. Any fractions of votes brought about by the apportionment of votes to a proxy will be disregarded.

Proxies must be:

- (a) lodged at the Company's share registry, Boardroom Pty Limited;
- (b) faxed to the fax number specified below; or
- (c) registered online,

not later than 9.00am (AEDT) on Monday 9 November 2020.

Hand deliveries	Boardroom Pty Limited Grosvenor Place Level 12, 225 George Street, Sydney NSW 2000
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Postal deliveries	Boardroom Pty Limited GPO Box 3993 Sydney NSW 2001
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Fax number for lodgment (02) 9290 9655

The Proxy Form has been enclosed with this Notice. Please read all instructions carefully prior to completing the Proxy Form.

Entitlement to Vote

The Company has determined that for the purposes of the meeting all Shares will be taken to be held by the persons who held them as registered Shareholders at 7.00 pm (AEDT) on Monday 9 November 2020. Accordingly, Share transfers registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting. If you are in any doubt as to whether you are entitled to vote, please notify us immediately.

Virtual participation

In accordance with Corporations (Coronavirus Economic Response) Determination (No. 1) 2020, and to facilitate Shareholder participation, the Chairman has determined that Shareholders will have the opportunity to participate in the AGM through an online platform.

Shareholders who wish to participate in the AGM may do so:

- ♦ from their computer, by entering the URL in their browser: <https://web.lumiagm.com>; or
- ♦ from their mobile device by either entering the URL in their browser: <https://web.lumiagm.com> or by using the Lumi AGM app, which is available by downloading the app from the Apple App Store or Google Play Store.

If you choose to participate in the AGM online, you can log in to the meeting by entering:

- ◇ the meeting ID for the online AGM, which is 334-793-360;
- ◇ your username is your Voting Access Code (VAC), which is located the first page of your Proxy Form; and
- ◇ your password, which is the postcode registered to your holding if you are an Australian Shareholder. Overseas Shareholders will need to enter the three-character country code e.g. New Zealand – NZL of their registered holding address. A full list of country codes can be found at the end of the user guide.

You will be able to view the AGM live, lodge a direct vote in real time and ask questions online.

Shareholders participating in the Meeting will be able to cast direct votes between the commencement of the AGM (9.00am AEDT on 11 November 2020) and the closure of voting as announced by the Chairman during the AGM.

More information regarding online participation at the AGM (including how to vote and ask questions online during the AGM) is available in the User Guide. The User Guide is attached to this Notice of Meeting and will be lodged with the ASX and will also be available from our website.

By Order of the Board



Paul Ryan
Company Secretary
12 October 2020

Explanatory Statement

This Explanatory Statement accompanies the notice of an Annual General Meeting of the Company to be held at 9.00am (AEDT) on Wednesday 11 November 2020 online via the Lumi App or at <https://web.lumiagm.com/>.

The Explanatory Statement has been prepared to assist Shareholders in determining how to vote on the Resolutions set out in the Notice of Meeting and is intended to be read in conjunction with the Notice of Meeting.

Financial Report and Reports of the Directors and Auditor

This item allows Shareholders the opportunity to receive and consider the Financial Statements of the Company and the Reports of the Directors and Auditor for the financial year ended 30 June 2020. Under Section 317 of the Corporations Act, the Company is required to lay these three reports that together comprise the Company's Annual Report before its Shareholders at its Annual General Meeting.

There is no requirement either in the Corporations Act or in the Company's Constitution for members to approve the Financial Report, the Directors' Report or the Auditor's Report.

Shareholders will have a reasonable opportunity at the AGM to ask questions and make comments on these reports and on the business and operations of the Company. Shareholders will also be given a reasonable opportunity to ask the auditor questions about the Auditor's Report and the conduct of the audit of the Financial Report.

Resolution 1: Remuneration Report

Resolution 1 provides Shareholders the opportunity to vote on the Company's Remuneration Report. Under Section 250R(2) of the Corporations Act 2001, the Company must put the adoption of its Remuneration Report to the vote at the Annual General Meeting. The Remuneration Report is contained in the Directors' Report (within the Company's Annual Report).

The vote is advisory only and does not bind the Directors or the Company.

The Board will consider the outcome of the vote and comments made by Shareholders on the remuneration report at this meeting when reviewing Evans Dixon's remuneration policies. If 25% or more of the votes that are cast are voted against the adoption of the remuneration report at two consecutive annual general meetings Shareholders will be required to vote at the second of those annual general meetings on a resolution (a "spill resolution") that another meeting be held within 90 days at which all of Evans Dixon's Directors other than the managing director must stand for election.

Key management personnel (including Directors) and their closely related parties must not cast a vote on the remuneration report, unless as holders of directed proxies for Shareholders eligible to vote on Resolution 1.

Evans Dixon encourages all Shareholders to cast their votes on this resolution. The Chairman will vote all undirected proxies in favour of this resolution. If you wish to vote "against" or "abstain" you should mark the relevant box in the attached Proxy Form. The non-executive Directors recommend that you vote in favour of this item.

Resolution 2: Re-election of Kevin McCann

Mr McCann was appointed as a Director of Evans Dixon on 28 February 2020 by the Board of Directors. Under clause 62.2 of the Company's Constitution and Listing Rule 14.4, a Director appointed by the Board as an additional director or to fill a casual vacancy will hold office until the end of the next annual general meeting of the Company, at which the Director may be re-elected. Accordingly, Mr McCann is required to submit himself for re-election at the 2020 AGM.

Resolution 2 provides for the re-election of Kevin McCann as a Director of the Company in accordance with the Company's Constitution and the Listing Rules. See below for details of his background.

Evans Dixon encourages all Shareholders to cast their votes on this resolution. The Chairman will vote all undirected proxies in favour of this resolution. The non-candidate Directors unanimously support the re-election of Mr McCann.

Kevin McCann

Kevin McCann has extensive board experience with some of Australia's most recognized companies. He is the current Chairman of Telix Pharmaceuticals Limited and China Matters Limited, a Pro Chancellor of the University of Sydney, a member of the Male Champions of Change, and a trustee of the Sydney Opera House Trust.

He is also a former Chairman of Macquarie Group Limited and Macquarie Bank Limited, Origin Energy Limited, Healthscope Limited, ING Management Limited and the Sydney Harbour Federation Trust.

Mr McCann practiced as a Commercial Lawyer as a Partner of Allens Arthur Robinson from 1970 to 2004 and was Chairman of Partners from 1995 to 2004.

He has a Bachelor of Arts and Law with Honours from Sydney University and a Master of Laws from Harvard University. Kevin was appointed an Officer of the Order of Australia in 2020 for service to Business, Corporate Governance and Gender Equality.

Resolution 3: Election of Tony Pitt

On 18 September 2020, the Company received a notification of a director nomination from 360 Capital ED1 Limited (**360 Capital**), being a Shareholder of the Company holding 19.55% of the Shares in the Company. In accordance with clause 64.1(d) of the Company's Constitution, 360 Capital nominated Mr Tony Pitt for election as a director of the Company at the 2020 AGM and provided a copy of Mr Pitt's consent to act as a director.

Under clause 64.1(d) of the Company's Constitution, a person is eligible for election to the office of director at a general meeting of the Company if a Shareholder nominates that person at least 35 business days before the meeting, giving the Company a signed notice by the Shareholder stating the intention to nominate the person for election and a signed consent to act from the nominee director. The Company confirms that the requirements of clause 64.1(d) of the Constitution have been met and accordingly, Mr Pitt is required to be submitted for election at the 2020 AGM.

Resolution 3 provides for the election of Tony Pitt as a Director of the Company in accordance with the Company's Constitution. See below for details of his background.

Evans Dixon encourages all Shareholders to cast their votes on this resolution. The Chairman will vote all undirected proxies in favour of this resolution. The Directors unanimously support the election of Mr Pitt.

Tony Pitt

Tony Pitt is a founding Director of 360 Capital and has worked in the property and property funds management industries for over 19 years.

Mr Pitt is currently Managing Director of 360 Capital Limited and responsible for the Company's capital structure, investments and overall Group strategy.

Mr Pitt has formerly held numerous senior roles and directorships at Mirvac Group, James Fielding Group and Paladin Australia. He also held positions at Paladin Australia Limited, Jones Lang LaSalle and CB Richard Ellis.

Mr Pitt graduated from Curtin University with a Bachelor of Commerce (Property), has a Graduate Diploma in Applied Finance and Investment from the Financial Services Institute of Australasia.

Resolution 4: Amendments to Constitution

The ASX announced changes to the ASX Listing Rules and Guidance Notes that came into effect from 1 December 2019. The changes include amendments to the ASX escrow regime.

The amendments to Listing Rule 9.1(a) require an ASX listed entity to include in its constitution the provisions set out in Listing Rule 15.12. Listing Rule 15.12 prescribes the required clause for the Constitution on Restricted Securities. Listing Rule 15.12 has also been amended. Accordingly, it is proposed that clause 93 of the Constitution be altered to reflect the amendments to ASX Listing Rule 15.12 which came into effect on 1 December 2019.

If this Resolution is passed, clause 93 of the Constitution will be deleted and replaced with the following:

“Restricted Securities

If any securities of the Company issued on or after 1 December 2019 are classified as restricted securities under the ASX Listing Rules, a holder of restricted securities must not dispose of, or agree or offer to dispose of, the securities during the escrow period applicable to those securities except as permitted by the Listing Rules or ASX;

- ◇ if the securities are in the same class as quoted securities, the holder will be taken to have agreed in writing that the restricted securities are to be kept on the entity's issuer sponsored sub register and are to have a holding lock applied for the duration of the escrow period applicable to those securities;
- ◇ the Company will refuse to acknowledge any disposal (including, without limitation, to register any transfer) of restricted securities during the escrow period applicable to those securities except as permitted by the Listing Rules or ASX;
- ◇ a holder of restricted securities will not be entitled to participate in any return of capital on those securities during the escrow period applicable to those securities except as permitted by the Listing Rules or ASX; and
- ◇ if a holder of restricted securities breaches a restriction deed or a provision of the Company's Constitution restricting a disposal of those securities, the holder will not be entitled to any dividend or distribution, or to exercise any voting rights, in respect of those securities for so long as the breach continues.”

The Company will continue to comply with the provisions of Listing Rule 15.12 in force immediately prior to 1 December 2019 in relation to the restricted securities that were issued in the Company prior to 1 December 2019. The proposed amendments to the Constitution will apply to any restricted securities issued on or after 1 December 2019.

Resolution 4 is a special resolution and, therefore, requires approval of 75% of the votes cast by Shareholders present and eligible to vote.

Evans Dixon encourages all Shareholders to cast their votes on this resolution. The Chairman will vote all undirected proxies in favour of this resolution. The Directors unanimously support the amendments to the Constitution.

Resolution 5: Change of Company Name

In accordance with section 157(1)(a) of the Corporations Act, the Company submits to Shareholders for consideration and adoption by way of a special resolution that the name of the Company to be changed to E&P Financial Group Limited.

Since the merger of Evans & Partners and Dixon Advisory in February 2017 and acquisition of Fort Street Advisers in September 2018 the Group has operated under several disparate brands. Whilst changes were subsequently made in the Group's Corporate & Institutional business to better align the branding of its offering, a number of market facing brands remain.

The Board believes that the change of name is necessary to improve the market awareness of the Group's collective offering. The change of name will improve consistency of messaging to investors and allow investors to identify more with the Company and its suite of products and services.

The ASX ticker, EP1 is available and has been reserved, to better align with the company name and provide easier recognition for market participants and followers of the Company.

Resolution 5 is a special resolution and, therefore, requires approval of 75% of the votes cast by Shareholders present and eligible to vote.

In accordance with section 157(3) of the Corporations Act, the change of name will take effect when ASIC alters the details of the Company's registration.

Evans Dixon encourages all Shareholders to cast their votes on this resolution. The Chairman will vote all undirected proxies in favour of this resolution. The Directors unanimously support the change of the Company's name.

Resolution 6: Approval of Options/Rights Plan and the issue of shares, rights, and Options under the Options/Rights Plan

The Company proposes to grant Share Rights to employees under the Evans Dixon Limited Options/Rights Plan (**Plan**). Under the Plan, the Board will determine which Employees qualify for the grant of Share Rights and Options.

Executive remuneration in the Company is determined by the Board based on the recommendations of the People, Nomination and Remuneration Committee, taking into consideration relevant market practices and the circumstances of the Company, on an annual basis. It is the view of the People, Nomination and Remuneration Committee that it is in the interests of shareholders that eligible participants in the Plan receive part of their remuneration in the form of equity interests.

The Plan is designed to encourage all employees to have a greater involvement in the achievement of the Group's objectives and to attract and retain employees essential for the continued growth and development of the Group. It is the view of the Board that the holding of such equity interests creates alignment between Shareholder interests and the interests of participants in the Plan. If approved, grants under the Plan will facilitate the Company providing appropriate, competitive and performance-linked remuneration to the employees of the Company.

Non-executive Directors are not eligible to participate in the Plan and this is intended to support their independence in providing governance oversight for this component of remuneration.

The Company's previous Options/Rights Plan was approved by Shareholders prior to the Company's IPO, on 23 March 2018. The Plan that is the subject of this resolution is consistent with the Plan approved in 2018 except that amendments have been made to exclude from the 10% limit on securities issued under the Plan, Shares purchased on market by the Trustee of the Plan to satisfy future exercise of Options or Share Rights.

Under the existing Plan rules as approved in March 2018, the Board has indicated that it shall not make an offer of Options or Share Rights to employees if the number of securities issued pursuant to the offer, when combined with the number of securities issued pursuant to the Plan within the preceding three years would exceed 10% of the number of Shares on issue.

The amendments to the Plan have been conditionally approved by the Board, with such approval being subject to Shareholder approval under Listing Rule 7.2, Exception 13 at the Meeting.

A summary of the main features of the Plan are provided in Annexure A.

Listing Rule 7.1 places certain restrictions on the extent to which a listed company may issue equity securities, including Share Rights and Options. In effect, Shareholder approval is required before the Company may issue securities representing more than 15% of ordinary Shares on issue within a 12-month period. However, certain issues are exempt from Listing Rule 7.1 and are effectively disregarded for the purpose of calculating the number of securities which a company may issue.

Exempt issues include an issue of securities to persons participating in an employee incentive scheme where shareholders have approved the issue of securities under the scheme as an exemption from Listing Rule 7.1 in a general meeting held not more than three years before the date of issue where the notice of meeting contains or is accompanied by certain prescribed information, as set out in Exception 13 of Listing Rule 7.2.

In order to take advantage of this exemption from Listing Rule 7.1, and allow the Company greater flexibility in the extent to which it may issue securities, Shareholders are requested to approve the issue of Share Rights and Options, and the issue of Shares pursuant to the terms under the Plan for the purposes of Exception 13 of Listing Rule 7.2, as an exemption to Listing Rule 7.1.

If this Resolution is passed, the Company will have the ability to issue Share Rights and Options to eligible participants under the Plan over a period of 3 years without impacting on the Company's 15% placement capacity under Listing Rule 7.1.

If this Resolution is not passed, and if the Board decides to issue any Share Rights and Options under the Plan (notwithstanding the non-approval), any Share Rights and Options issued will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the issue date.

Subject to there being no material amendments to the terms of the Plan, this approval will be effective to continue the exemption for three years from the date of passing of this Resolution.

Any future grant of Share Rights or Options to a related party or a person whose relation with the Company or the related party is, in ASX's opinion, such that approval should be obtained will require additional Shareholder approval under Listing Rule 10.14 at the relevant time.

Securities issued since last approval

Since the date that the Plan came into effect in March 2018, the Company has granted 6,766,304 Share Rights to eligible participants under the Plan.

Of these, 270,417 Share Rights have lapsed as a consequence of employees leaving the services of the Company or an associated body corporate and 35,758 Share Rights have been exercised.

At the date of this Notice, the Company expects to be able to issue up to a maximum of 24,419,786 Options or Rights under the Plan within the three-year period following approval of this Resolution¹.

Evans Dixon encourages all Shareholders to cast their votes on this resolution. The Chairman will vote all undirected proxies in favour of this resolution. The non-executive Directors unanimously support the amendments to and approval of the Plan.

¹ This maximum number is not intended to be a prediction of the actual number of securities to be issued under the Plan, but is instead a ceiling for the purposes of Listing Rule 7.2 Exception 13(b) and excludes any Shares acquired by the Plan trustee for the purposes of satisfying exercise of Share Rights or Options under the Plan.

Glossary

Definitions

In this Explanatory Memorandum and Notice of Meeting:

ASX means ASX Limited.

Board means the current board of directors of the Company.

Company means Evans Dixon Limited (ACN 609 913 457).

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

Corporations Act means the Corporations Act 2001 (Cth).

Director means a director of the Company.

Evans Dixon means the Company.

Explanatory Statement means the explanatory memorandum to the Notice.

Listing Rules means the listing rules of the ASX.

Meeting or AGM means the annual general meeting convened by this Notice in respect of the Company.

Notice means the notice of meeting contained in this document.

Option means an option to be issued a Share.

Proxy Form means the Proxy Form accompanying the Notice.

Resolution means a resolution set out in the Notice.

Share means a fully paid ordinary share in the Company.

Share Right means the right to acquire a Share.

Shareholder means the holder of fully paid ordinary shares in the Company.

Enquiries

Shareholders are invited to contact the Company Secretary, Paul Ryan at 1300 069 436 if they have any queries in respect of the matters set out in these documents.

By Order of the Board

A handwritten signature in blue ink, appearing to be 'P. Ryan', with a stylized flourish at the end.

Paul Ryan
Company Secretary

ANNEXURE A: Terms of Options/Rights Plan



Options / Rights Plan Rules

Evans Dixon Limited ACN 609 913 457

21 August 2019



Options / Rights Plan Rules

Evans Dixon Limited ACN 609 913457

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Part A: Defined terms and interpretation

1. Defined terms and interpretation

Defined terms

- 1.1 In these Rules the following words and expressions have the meanings indicated, unless stated otherwise:

Application means a properly executed document from the Eligible Person applying to acquire Rights under the Plan in accordance with rules 4.5 and 4.6.

Associate has the same meaning as set out in Section 318(1) of the *Income Tax Assessment Act 1936 (Cth)*.

ASX means the Australian Securities Exchange Limited ACN 008 624 691.

Bad Leaver is a Participant who ceases employment with any Group Company in circumstances where the employment of the Participant with a Group Company has been terminated by the relevant Group Company and within 12 months of cessation of employment with any Group Company, commenced employment with; became a director of; provided any service to; or, acquired directly and indirectly, a 5% or greater ownership in, a direct competitor of any Group Company.

Board means all or some of the directors of the Company acting as the board of directors or a person or committee delegated by the board of directors in accordance with rule 12.2.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales, Australia.

Buy-back means the procedure by which the Company may buy-back Rights held by Participants as specified in rule 9.

Capital Reconstruction means any of the following events:

- (a) the Company issues Shares by way of capitalisation of profits or reserves;
- (b) the Company gives Shareholders the right (pro-rata with existing shareholding and on terms including the payment of some consideration by the Shareholders on exercising the right) to subscribe for additional Shares;
- (c) the Company subdivides or consolidates its Shares;
- (d) the Company returns issued capital to holders of Shares;
- (e) the Company issues or cancels Shares on a pro-rata basis; or
- (f) the Company reorganises its issued capital in any other manner that is not referred to in (c), (d) or (e) of this definition (other than in lieu of dividends or by way of dividend reinvestment).

Change of Control means:

- (a) the merger or consolidation of the Company into another company;
- (b) the acquisition of Voting Power of more than 50% in the Company by any party; or
- (c) any similar event which the Board determines in its discretion.

Company means Evans Dixon Limited ACN 609 913 457.

Condition means any or all of the Vesting Conditions and Forfeiture Conditions.



Constitution means the constitution of the Company.

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

Eligible Person means a full-time or part-time employee or executive of any Group Company, the Board determines is eligible to participate in the Plan. For the avoidance of doubt, an Associate of the employee is not an Eligible Person.

Exercise Notice means a notice provided by or on behalf of a Participant (in the form determined by the Board from time to time) to exercise a Right in accordance with rule 5.7.

Exercise Price means the amount payable (if any) by a Participant to acquire a Share on the exercise of a Right as specified in the Invitation or as varied in accordance with these Rules.

Forfeiture Conditions means any conditions determined in accordance with rule 7 that could or may result in a Participant forfeiting any Rights or any interest in a Right.

Good Leaver means a Participant who ceases employment for reasons of retirement (with agreement of the Board), ill-health, total and permanent disablement, redundancy, or death, or the sale by the relevant Group Company of the business in which the Participant is employed such that it is no longer a member of the Group.

Grant Date means the date the Board resolves to grant Rights to a Participant.

Group means the Company and any Related Bodies Corporate of the Company.

Group Company means a member of the Group.

Holding Lock means a 'holding lock' as defined in the Listing Rules.

Invitation means an invitation to an Eligible Person to acquire Rights under the Plan.

Law means the laws applicable to the operation of the Plan from time to time, including any applicable securities laws of the jurisdiction in which an Eligible Person is located at the time of receipt of a Participation Certificate.

Leaver means a Participant who ceases employment and who is not a Good Leaver or a Bad Leaver. A Leaver will include, but is not limited to, a Participant who ceases employment due to resignation or retirement (other than with the agreement of the Board).

Listing Rules means the official listing rules of the ASX.

Participant means an Eligible Person to whom the Board has resolved to grant Rights under this Plan.

Participation Certificate means a certificate issued by the Company disclosing the grant of Rights to a Participant in accordance with rule 4.7.

Plan means the Evans Dixon Limited Options / Rights Plan as constituted by the Rules.

Related Bodies Corporate has the same meaning as set out in Section 50 of the Corporations Act.

Right means a right to acquire a Share.


For the avoidance of doubt, an 'option' is a Right

Rules means the rules contained in this document known as the Plan Rules, as amended from time to time.

Security Trading Policies means the Company's security trading policies (if any).

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

Tax means any tax, levy, impost, deduction, charge, rate, contribution, duty or withholding which is assessed (or deemed to be assessed), levied, imposed or made by any government or any governmental, semi-governmental or judicial entity or authority together with any interest, penalty, fine, charge, fee or other amount assessed (or deemed to be assessed), levied, imposed or made on or in respect of any or all of the foregoing.



Term means the period specified by the Board in the Invitation (but in anycase not exceeding 7 years from the Grant Date) during which a participant may exercise a Right.

Vesting Condition means any condition determined in accordance with rule 6 that must be satisfied before a Right vests. Rights will be "**Unvested Rights**" until all Vesting Conditions are satisfied, lifted or removed in accordance with rule 5.6 after which point they become "**Vested Rights**".

Vesting Period means the period starting at the Grant Date and ending when the Vesting Conditions relating to Rights are satisfied. Where a performance condition is applied, the Vesting Period is referred to as the "**Performance Period**".

Voting Power has the meaning given in Section 610 of the Corporations Act.

VWAP means the volume weighted average price of trading of Shares sold on the ASX market and the Chi-X market over the relevant period or on the relevant days but does not include any block trades, large portfolio trades, permitted trades during the pre-trading hours period, permitted trades during the post-trading period, out of hours trades and exchange traded option exercises.

Interpretation

1.2 In this Plan, unless the contrary intention appears, or context otherwise requires:

- (a) a reference to any document includes any variation, replacement, or equivalent, of the document;
- (b) a reference to a statute, or a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) headings do not affect the interpretation of these terms and conditions;
- (d) singular includes the plural and vice versa;
- (e) words importing a particular gender include other genders;
- (f) a reference in these terms and conditions to a person includes that person's administrators, successors and permitted assignees;
- (g) a reference to "\$" or "dollar" is a reference to Australian currency;
- (h) words or phrases that have a defined meaning are identified by the use of a capital letter;
- (i) the word "includes" in any form is not a word of limitation;
- (j) where a word or phrase is defined, cognate words and phrases have corresponding meanings;
- (k) if a day on or by which an obligation must be performed or an event must occur is not on a Business Day, the obligation must be performed or the event must occur on or by the Next Business Day; and
- (l) if any provision of these terms and conditions is invalid, unenforceable or otherwise ineffective, that invalidity, unenforceability or ineffectiveness does not affect the validity, enforceability, operation, construction or interpretation of any other provision of these terms and conditions, with the intent that the invalid or unenforceable provision will be read down or, if it is not capable of being read down, will be treated for all purposes as severable from these terms and conditions.



Part B: Plan Duration, Eligibility and Participation

2. Commencement, Duration and Termination of Plan

- 2.1 The Plan will commence on the date determined by the Board.
- 2.2 The Plan continues in operation until the Board determines the Plan is terminated, suspended or discontinued. The Board may decide to terminate or suspend the operation of the Plan either for a fixed period or indefinitely, and may also decide to end any period of suspension.
- 2.3 If the Plan terminates, is suspended or is discontinued for any reason, the accrued rights of the Participants will not be prejudiced.

3. Limit on equity to be awarded under Plan

- 3.1 The Board shall not invite an Eligible Person to participate if the total number of Shares that have been or may be issued or allotted in any of the circumstances covered by the following paragraphs (adjusted if necessary in each case for any Capital Reconstruction) would exceed 10% of the total number of Shares on issue from time to time:
 - (a) the number of Shares which are subject of the proposed Application to acquire Rights; and
 - (b) the total number of Shares which are the subject of any outstanding Application to acquire Rights; and
 - (c) the total number of Shares that may be acquired as a result of the exercise of Rights issued or allotted pursuant to the Plan within the three years preceding the proposed Application; and
 - (d) the total number of Shares issued, or rights or options outstanding under, any other Evans Dixon Limited employee share plan granted, within three years preceding the proposed Application; but
 - (e) excluding:
 - (i) the total number of Shares granted pursuant to this Plan, rights or options granted under any other Evans Dixon Limited employee share plan, that have subsequently been forfeited; and
 - (ii) any Shares purchased and held by a Trustee (as contemplated by rule 13).

4. Invitation and Application to acquire Rights

Eligibility


- 4.1 The Board determines whether or not a person is an Eligible Person for the purposes of the Plan.

Invitation to participate

- 4.2 An Invitation may only be made if approved by the Board. It must be in writing and must be made in accordance with these Rules.

Terms to include in Invitation

- 4.3 The term of any Invitation are to be determined by the Board and must include the following:
 - (a) the name of the Eligible Person;
 - (b) the number of Rights for which the Eligible Person is invited to apply;
 - (c) the acquisition price (if any);
 - (d) the exercise price (if any);

- 
- (e) the Term (if applicable);
 - (f) whether Rights will be subject to Conditions and / or whether disposal restrictions will apply to Shares acquired as a result of exercise of Rights;
 - (g) the closing date for submitting an Application to acquire Rights; and
 - (h) any other terms and conditions the Board considers appropriate.

4.4 An Invitation is personal to, and not transferrable by, an Eligible Person.

Application to participate

4.5 If the Eligible Person wishes to Participate in the Plan, they must, on or before the closing date set out in the Invitation, give an Application:

- (a) to the person specified in the Invitation;
- (b) in accordance with any instructions or conditions set out in the Invitation; and
- (c) stating the number of Rights for which the Eligible Person applies (which must not exceed the number specific in the Invitation).

4.6 Upon receiving the Application, the Board shall determine the number of Rights to grant to the Eligible Person in accordance with the Invitation and the Application (which must not exceed but may be less than the number specified in the Invitation). The date on which this determination is made by the Board shall be the Grant Date and shall constitute the date on which the Application is accepted and becomes binding.

4.7 Upon the Board making the determination referred to in rule 4.6 to grant the Eligible Person Rights, the Company will grant the relevant Rights to the Participant and issue a Participation Certificate.

Transaction costs

4.8 The Company may, but is not required to, bear all brokerage, commission or other transaction costs (if any) payable by a Participant in relation to acquisition of Rights under the Plan and / or Shares acquired as a result of the exercise of the Rights.

Part C: Conditions and restrictions on Rights and/or Shares acquired on exercise

5. Conditions generally

5.1 A Participant is entitled to any rights which accrue to:

- (a) Rights held by the Participant and may only deal with those Rights in accordance with the terms of these Rules and the Invitation in respect of those Rights; or
- (b) Shares acquired on exercise of Rights by Participants and may only deal with those Shares in accordance with the terms of these Rules and the Invitation in respect of the Shares acquired on exercise of Rights.

No dividend or voting entitlements

5.2 Rights do not confer an entitlement to receive dividends, to vote at Company meetings or to capital distributions.



Dealing and disposal restriction

- 5.3 A Participant must not sell, transfer, encumber or otherwise deal with Rights unless otherwise permitted under this Plan or determined by the Board.

Board may determine Conditions

- 5.4 The Board may determine that Rights be granted to Participants will be subject to:
- (a) Vesting Conditions in accordance with rule 6; and
 - (b) Forfeiture Conditions in accordance with rule 7.
- 5.5 Any Conditions must be detailed in the Invitation.

Effect of Conditions

- 5.6 The Board may determine at any time that any or all of the Conditions and exercise of disposal restrictions applicable to any or all of a Participant's Rights have been removed or, in the case of Vesting Conditions, be deemed satisfied.

Entitlement to Shares

- 5.7 Subject to the Conditions being satisfied (or the Board making a determination otherwise) and the Participant meeting the exercise requirements under rules 7.1 and 10, each Right will either be:
- (a) automatically exercised by the Company on behalf of the Participant and the holder allotted or transferred one Share; or
 - (b) exercised by the Participant and the holder allotted or transferred one Share upon:
 - (i) payment of the Exercise Price (if greater than nil); and
 - (ii) the Company receiving a completed Exercise Notice from a Participant to exercise a Right
- 5.8 The determination by the Board as to whether rule 5.7(a) or 5.7(b) applies to each Right must be detailed in the Invitation.

Shares acquired on exercise of Rights

- 5.9 Where a Participant acquired Shares on exercise of his or her Rights, the Participant is entitled to all rights in respect of those Shares.

Ranking of Shares

- 5.10 Shares acquired on exercise of Rights rank equally in all respects with all shareholder entitlements for the same class (including voting rights, rights issues, dividends and other distributions to, or entitlements of, holders of existing Shares) which have a record date for determining entitlements on or after acquisition.

6. Vesting Conditions

Board may determine Vesting Conditions

- 6.1 The nature and content of the Vesting Conditions are determined by the Board and may include conditions relating to any or all of:
- (a) continuing employment;
 - (b) performance of the Participant;
 - (c) performance of the Company; or

- (d) the occurrence of specific events.

A Condition of the nature described in paragraphs (b), (c) or (d) constitutes a "**Performance Condition**".

7. Forfeiture Conditions

Board may determine Forfeiture Conditions

- 7.1 Unless determined otherwise by the Board, while Rights are held by a Participant, they are subject to forfeiture if any of the following Forfeiture Conditions are satisfied:
- (a) if the Participant ceases employment, but only to the extent the Forfeiture Conditions set out in 7.3 apply; or
 - (b) if, in the opinion of the Board, any of the Vesting Conditions have not been or cannot be satisfied for any reason, all of the Participant's Rights subject to such Vesting Conditions will be forfeited.
- 7.2 The Board may waive any or all Forfeiture Conditions.

Cessation of employment

- 7.3 On cessation of employment, the Board will have absolute discretion to determine whether the Participant is a Bad Leaver, a Good Leaver or a Leaver and the following provisions apply:
- (a) *Bad Leaver* – Subject to the Board's discretion to determine otherwise, all rights, entitlements and interests in any Rights will be forfeited.
 - (b) *Good Leaver* – Subject to the Board's discretion to determine otherwise (including the discretion to permit some or all Unvested Rights to vest based on its assessment of the circumstances in which the Participant has ceased employment):
 - (i) in the case of retirement (with agreement of the Board), all Rights will vest subject to the Participant signing, if the Board so requires, a non-compete agreement that operates for up to 12 months on terms approved by the Board;
 - (ii) in the case of redundancy, all Rights will vest; and
 - (iii) in all other circumstances, Rights will vest pro rata to the proportion of the Vesting Period that has elapsed as at the date on which employment ceases and having regard to the extent to which any Performance Conditions have been achieved (as determined by the Board). The balance of Unvested Rights that do not vest will be forfeited.
 - (c) *Leaver* – Unvested Rights will normally be forfeited subject to the Board's discretion to permit some or all of those Unvested Rights to vest based on its assessment of the circumstances in which the Participant has ceased employment.
- 7.4 To the extent the Board has determined that rule 5.7(b) applies to Rights, a Good Leaver or Leaver may retain those Rights which have vested (including those unvested Rights which vest on cessation of employment pursuant to rule 7.3 and deal with them subject to:
- (a) payment of the Exercise Price (if greater than nil) by the earlier of the expiry date or the date which is 6 months from the cessation date (or 12 months in the case of a Participant who ceases employment due to death); and
 - (b) the Company receiving a completed Exercise Notice from a Participant to exercise those Rights by the earlier of the expiry date or the date which is 6 months from the cessation date (or 12 months in the case of a Participant who ceases employment due to death).

8. Exercise and delivery of Shares

Exercise Conditions

- 8.1 The Participant will not be able to exercise the Rights to acquire Shares until the Vesting Conditions are satisfied.
- 8.2 If at the time of exercise, the Participant is prevented from buying or selling Shares under the Securities Trading Policy, the exercise of Rights will be delayed until such time as the Participant is permitted to buy or sell Shares.

Actions on Exercise

- 8.3 On the exercise of Rights in accordance with rule 5.7, the Company must:
 - (a) cancel the Rights; and
 - (b) allot or transfer the number of Shares which the Participant was entitled to acquire through the exercise of the Rights, which may be sourced by way of new issue or on-market purchase.

9. Change of Control

Treatment on Change of Control

- 9.1 If the Company becomes, or in the opinion of the Board is likely to become, subject to a Change of Control, the Board may at its absolute discretion make a determination that some or all of a Participant's Unvested Rights vest and allow the Participant to:
 - (a) exercise the Vested Rights in order to be able to dispose of the underlying Shares; or
 - (b) request the Company Buy-back the Rights for market value (determined in accordance with rule 9.2).

Market Value of Rights

- 9.2 Unless otherwise determined by the Board, the market value of a Right is equal to the VWAP over the 10 trading days up to but excluding the relevant date less the exercise price (if any).

10. Lapse of Rights

Conditions

- 10.1 Rights will lapse and be incapable of exercise on the earlier to occur of the following:
 - (a) the date the Term ends (if applicable);
 - (b) the date Rights are forfeited;
 - (c) the date the Company commences to be wound up; or
 - (d) the date otherwise determined by the Board.

Effect of Lapse

- 10.2 In the event Rights lapse in accordance with rule 10.1, the acquisition price of Rights (if any) paid by the Participant as consideration for the grant of Rights will be refunded in full to the Participant.
- 10.3 A Participant will have no rights, benefits or entitlement attaching to Rights, including the right to any proceeds, from any Rights which lapse in accordance with rule 10.1 and releases and holds harmless the Company in respect of any claim in respect thereof.

Part D: Participant's Rights

11. Rights of Participants

No effect on contract of employment

11.1 Nothing in these Rules:

- (a) confers on a Participant the right to receive any Rights;
- (b) confers on a Participant the right to continue as an Eligible Person;
- (c) affects any rights which the Company may have to terminate the employment of any Eligible Person; or
- (d) may be used to increase damages in any action brought against the Company in respect of any such termination.

Enforcement of rights

11.2 These Rules, any determination of the Board made pursuant to the Rules, and the terms and conditions of any Rights granted under the Plan will be deemed to form a contract between the Company and the Participant in a court of competent jurisdiction. Each party will in addition to damages be able to seek specific performance of the contract between them as far as specific performance is applicable under a court of competent jurisdiction.

Attorney

11.3 The Participant irrevocably appoints the person who from time to time occupies the position of secretary of the Company (or the secretary's authorised delegate) as his or her attorney to complete and execute any documents including share transfers and to do all acts or things in his or her name on his or her behalf which may be convenient or necessary for the purpose of giving effect to the provisions of these Rules.

11.4 The Participant covenants that the Participant will ratify and confirm any act, or thing done, pursuant to power granted to the attorney (or the attorney's duly authorised delegate) under rule 11.3 and will indemnify the attorney (or his duly authorised delegate) in respect of any or act, or thing done, by the attorney in exercising the power.

Applicability of Rules to Participants in particular countries

11.5 Where a grant is made under this Plan to an Eligible Person who does not reside in Australia, the Rules of the Plan apply subject to any alterations or additions as the Board sees fit having regard to any applicable laws, matters of convenience or similar factors which may have application to the Eligible Person or to the Company in relation to the grant.



Part E: Administration of the Plan

12. Administration of the Plan

Management by Board

12.1 The Board administers the Plan:

- (a) in accordance with these Rules, the Constitution and any applicable laws; and
- (b) no act will be done or determination made in accordance with these Rules where to do so would be a breach of any applicable laws, Listing Rules, or the constituent documents of the Company and where any such act is done or determination made, it will be considered voidable and to the extent possible be unwound and of no effect in respect of the Rights; and
- (c) every exercise of a power or discretion by the Company or the Board and any decision by the Company or the Board regarding the interpretation, effect or application of these Rules:
 - (i) is made at its absolute and sole discretion;
 - (ii) may be made at any time; and
 - (iii) is final, conclusive and binding; and
- (d) the Board may exercise any power or discretion conferred on them by these Rules in the interest of, or for the benefit of the Company, and in so doing the Board is not required to act in the interests of another person or as requested by another person and will not be under any fiduciary obligation to another person.

Delegation of power by Board

- 12.2 The Board may delegate some or all of its powers and functions under the Plan to a person or to a committee of two or more persons. Where the Board has delegated a power or function to a person or to a committee, references in this Plan to the Company or Board in relation to that power or function will be read as references to that person or committee, as the case may be.

Board may receive instructions from Participant's legal representative

- 12.3 Any communication received by the Company from a Participant's duly appointed legal representative will be deemed a communication from the Participant. The Board reserves the right to make any inquiries or investigations that are necessary to satisfy itself, should there be any doubt, that the representative has been properly appointed.


13. Trust

Appointment of trustee

- 13.1 The Company may appoint a Trustee, on terms and conditions that it considers appropriate, to do all such things and perform all such functions as considered appropriate to enable the implementation of the Plan, including to acquire and hold Shares, or other securities of the Company, on behalf of Participants, for transfer to future Participants or otherwise for the purposes of the Plan.

Powers

- 13.2 In the event the Company appoints a Trustee, subject to the terms of the relevant trust deed appointing that Trustee:

- 
- (a) every exercise of a power or discretion by the Company or the Board in these Rules may be exercised by the Trustee;
 - (b) any reference to the Company or the Board in these Rules will accordingly be interpreted as a reference to the Trustee (as applicable);
 - (c) Shares may be issued or transferred to the Trustee on behalf of the Participant; and
 - (d) the Trustee on behalf of each and all of the Participants will be entitled to any rights specified in rule 11 which accrue to Shares held for the benefit of those Participants.

14. Listing Rules

Listing of Rights

- 14.1 Rights issued under the Plan must not be listed for quotation on the ASX.

Application

- 14.2 The provisions of the Listing Rules apply to the Plan, and to the extent that the Plan and the Rules are inconsistent, the Listing Rules apply.

15. Amendment of Plan

Amendments

- 15.1 Subject to rule 15.2, the Board may add to, repeal, amend, alter or vary any or all of the provisions of these Rules in writing in any respect whatsoever, including the rights or obligations of the Participant.

No reduction of rights

- 15.2 No addition, repeal, amendment, alteration or variation of these terms and conditions will:
- (a) without the Participant's consent in writing, materially reduce the Participant's accrued benefits or entitlements as they existed before the date of the amendment;
 - (b) without the Participant's consent in writing, impose additional obligations on the Participant in respect of his or her Rights; or
 - (c) repeal, amend, alter or vary this rule 15.2
- unless the addition, repeal, amendment, alteration or variation is introduced primarily:
- (d) for the purpose of complying with or conforming to present or future laws or regulating the maintenance or operation of the Plan or like plans, including any relevant tax legislation;
 - (e) to correct any manifest error or mistake; or
 - (f) to enable the Plan or the Company to comply with the Corporations Act, the Listing Rules or its Constitution.

Retrospective effect

- 15.3 Any amendment made pursuant to rule 15.1 may be given such retrospective effect as is specified in the written instrument or resolution by which the amendment is made.



16. Notices

Address for notices

- 16.1 Any notice given under or for the purposes of these terms and conditions will be given in writing, signed, and addressed to:
- (a) in the case of the Company – the secretary of the Company at such address as is nominated by the Company; or
 - (b) in the case of an Eligible Person – the Eligible Person or the Participant at the address nominated by the Eligible Person or the Participant.

17. Taxes

Withholding and collection

- 17.1 The Company or the Trustee will have the right to withhold or collect from a Participant such Taxes, social security liabilities or other liabilities as may be required by Law in connection with the Plan, or to otherwise require the Participant to pay such Taxes, social security liabilities or other liabilities, and make such arrangements as it considers necessary to meet any liability to pay such Taxes, social security liabilities or other liabilities in respect of an award under the Plan. These arrangements may include the sale of Shares on behalf of a Participant or a reduction in the number of Shares to which the Participant would otherwise be entitled.

18. Governing law

Application for Australian income tax purposes

- 18.1 The Plan is an Employee Share Scheme (ESS) for the purposes of the ESS rules of Division 83A of the *Income Tax Assessment Act* to which Subdivision 83A-C (deferred inclusion of gain assessable income) specifically applies.

Jurisdiction

- 18.2 These terms and conditions will be governed by and construed in accordance with the laws of the State of New South Wales and the Eligible Persons, Participants and the Company agree to submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, and any courts hearing appeals from those courts.



ANNEXURE B: Lumi User Guide

Online Voting User Guide

Getting Started

In order to participate in the meeting, you will need to download the App onto your smartphone device. This can be downloaded from the Google Play Store™ or the Apple® App Store by searching by app name “**Lumi AGM**”.

Alternatively, **Lumi AGM** can be accessed using any web browser on a PC, tablet or smartphone device. To use this method, please go to <https://web.lumiagm.com>.

To log in to the portal, you will need the following information:

Meeting ID: 334-793-360

Australian Residents

Username - Voting Access Code (VAC*) and **Password** (postcode of your registered address) *Voting Access Code (VAC) can be located on the first page of your proxy form or on your notice of meeting email.

Overseas Residents

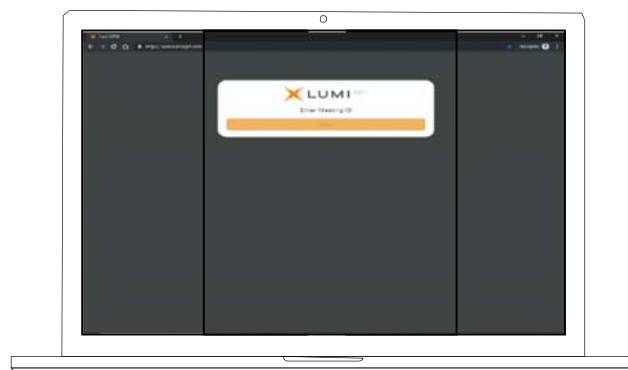
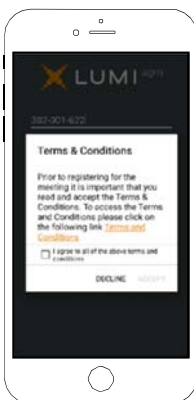
Username - Voting Access Code (VAC*) and **Password** (three character country code e.g. New Zealand – NZL. A full list of country codes can be found at the end of this guide.)

*Voting Access Code (VAC) can be located on the first page of your proxy form or on your notice of meeting email. A full list of country codes can be found at the end of this guide.

Appointed Proxy

To receive your Username and Password, please contact our share registry, Boardroom Pty Ltd on **1300 737 760** or **+61 2 9290 9600** between 8:30am to 5:30pm (AEST) Monday to Friday the day before the meeting.

To join the meeting, you will be required to enter the above unique 9 digit meeting ID and select ‘Join’. To proceed to registration, you will be asked to read and accept the terms and conditions.



If you are a **Shareholder**, select 'I have a login' and enter your Username VAC (Voting Access Code) and Password (postcode or country code). If you are a **Proxyholder** you will need to enter the unique Username and Password provided by Boardroom and select 'Login'.

If you are not a Shareholder, select 'I am a guest'. You will be asked to enter your name and email details, then select 'Enter'. Please note, guests are not able to ask questions at the meeting.



Navigating

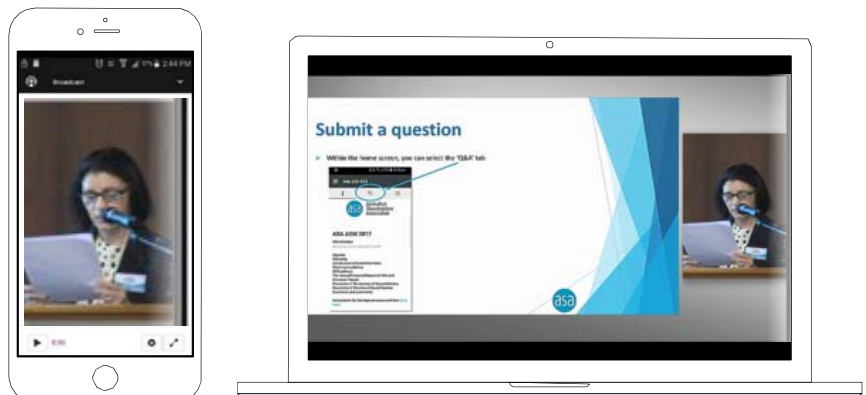
Once you have registered, you will be taken to the **homepage** which displays your name and meeting information.



To **activate the webcast**, please click on the **Broadcast bar** at the bottom of the screen. If prompted you may have to click the play button in the window to initiate the broadcast.



Once you select to view the webcast from a smartphone it can take up to approximately 30 seconds for the live feed to appear on some devices. If you attempt to log into the app before the Meeting commences, a dialog box will appear.

NOTE: We recommend once you have logged in, you keep your browser open for the duration of the meeting. If you close your browser you will be asked to repeat the log in process.

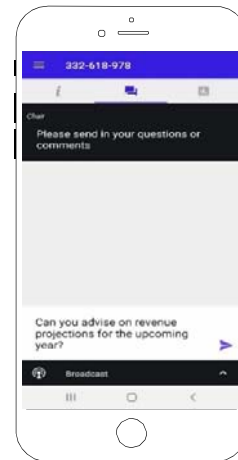


To ask a Question

If you would like to ask a question:

1. Select the question icon 
2. Compose your question.
3. Select the send icon 
4. You will receive confirmation that your question has been received.

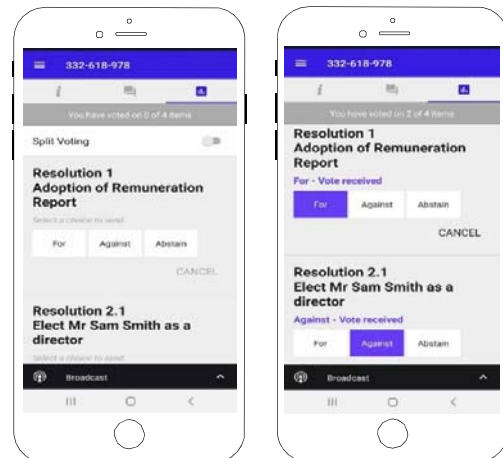
The Chair will give all Shareholders a reasonable opportunity to ask questions and will endeavor to answer all questions at the Meeting.



To Vote

If you would like to cast a vote:

1. When the Chair declares the polls open, the resolutions and voting choices will appear.
2. Press the option corresponding with the way in which you wish to vote.
3. Once the option has been selected, the vote will appear in blue.
4. If you change your mind and wish to change your vote, you can simply press the new vote or cancel your vote at any time before the Chair closes the polls.
5. Upon conclusion of the meeting the home screen will be updated to state that the meeting is now closed.



Need help? If you require any help using this system prior to or during the Meeting, please call **1300 737 760** or **+61 2 9290 9600** so we can assist you

Country Codes

For overseas shareholders, select your country code from the list below and enter it into the password field.

ABW	Aruba
AFG	Afghanistan
AGO	Angola
AIA	Anguilla
ALA	Aland Islands
ALB	Albania
AND	Andorra
ANT	Netherlands Antilles
ARE	United Arab Emirates
ARG	Argentina
ARM	Armenia
ASM	American Samoa
ATA	Antarctica
ATF	French Southern
ATG	Antigua & Barbuda
AUS	Australia
AUT	Austria
AZE	Azerbaijan
BDI	Burundi
BEL	Belgium
BEN	Benin
BFA	Burkina Faso
BGD	Bangladesh
BGR	Bulgaria
BHR	Bahrain
BHS	Bahamas
BIH	Bosnia & Herzegovina
BLM	St Barthelemy
BLR	Belarus
BLZ	Belize
BMU	Bermuda
BOL	Bolivia
BRA	Brazil
BRB	Barbados
BRN	Brunei Darussalam
BTN	Bhutan
BUR	Burma
BVT	Bouvet Island
BWA	Botswana
CAF	Central African Republic
CAN	Canada
CCK	Cocos (Keeling) Islands
CHE	Switzerland
CHL	Chile
CHN	China
CIV	Cote D'ivoire
CMR	Cameroon
COD	Democratic Republic of Congo
COK	Cook Islands
COL	Colombia
COM	Comoros
CPV	Cape Verde
CRI	Costa Rica
CUB	Cuba
CYM	Cayman Islands
CYP	Cyprus
CXR	Christmas Island
CZE	Czech Republic
DEU	Germany
DJI	Djibouti
DMA	Dominica
DNK	Denmark
DOM	Dominican Republic

DZA	Algeria
ECU	Ecuador
EGY	Egypt
ERI	Eritrea
ESH	Western Sahara
ESP	Spain
EST	Estonia
ETH	Ethiopia
FIN	Finland
FJI	Fiji
FLK	Falkland Islands (Malvinas)
FRA	France
FRO	Faroe Islands
FSM	Micronesia
GAB	Gabon
GBR	United Kingdom
GEO	Georgia
GGY	Guernsey
GHA	Ghana
GIB	Gibraltar
GIN	Guinea
GLP	Guadeloupe
GMB	Gambia
GNB	Guinea-Bissau
GNQ	Equatorial Guinea
GRC	Greece
GRD	Grenada
GRL	Greenland
GTM	Guatemala
GUF	French Guiana
GUM	Guam
GUY	Guyana
HKG	Hong Kong
HMD	Heard & Mcdonald Islands
HND	Honduras
HRV	Croatia
HTI	Haiti
HUN	Hungary
IDN	Indonesia
IMN	Isle Of Man
IND	India
IOT	British Indian Ocean Territory
IRL	Ireland
IRN	Iran Islamic Republic of
IRQ	Iraq
ISM	Isle of Man
ISL	Iceland
ISR	Israel
ITA	Italy
JAM	Jamaica
JEY	Jersey
JOR	Jordan
JPN	Japan
KAZ	Kazakhstan
KEN	Kenya
KGZ	Kyrgyzstan
KHM	Cambodia
KIR	Kiribati
KNA	St Kitts And Nevis
KOR	Korea Republic of
KWT	Kuwait
LAO	Laos
LBN	Lebanon

LBR	Liberia
LBY	Libyan Arab Jamahiriya
LCA	St Lucia
LIE	Liechtenstein
LKA	Sri Lanka
LSO	Lesotho
LTU	Lithuania
LUX	Luxembourg
LVA	Latvia
MAC	Macao
MAF	St Martin
MAR	Morocco
MCO	Monaco
MDA	Republic Of Moldova
MDG	Madagascar
MDV	Maldives
MEX	Mexico
MHL	Marshall Islands
MKD	Macedonia Former Yugoslav Rep
MLI	Mali
MLT	Mauritania
MMR	Myanmar
MNE	Montenegro
MNG	Mongolia
MNP	Northern Mariana Islands
MOZ	Mozambique
MRT	Mauritania
MSR	Montserrat
MTQ	Martinique
MUS	Mauritius
MWI	Malawi
MYS	Malaysia
MYT	Mayotte
NAM	Namibia
NCL	New Caledonia
NER	Niger
NFK	Norfolk Island
NGA	Nigeria
NIC	Nicaragua
NIU	Niue
NLD	Netherlands
NOR	Norway Montenegro
NPL	Nepal
NRU	Nauru
NZL	New Zealand
OMN	Oman
PAK	Pakistan
PAN	Panama
PCN	Pitcairn Islands
PER	Peru
PHL	Philippines
PLW	Palau
PNG	Papua New Guinea
POL	Poland
PRI	Puerto Rico
PRK	Korea Dem Peoples Republic of
PRT	Portugal
PRY	Paraguay
PSE	Palestinian Territory Occupied
PYF	French Polynesia
QAT	Qatar
REU	Reunion

ROU	Romania
RUS	Russian Federation
RWA	Rwanda
SAU	Saudi Arabia Kingdom Of
SDN	Sudan
SEN	Senegal
SGP	Singapore
SGS	Sth Georgia & Sth Sandwich Isl
SHN	St Helena
SJM	Svalbard & Jan Mayen
SLB	Solomon Islands
SCG	Serbia & Outlying
SLE	Sierra Leone
SLV	El Salvador
SMR	San Marino
SOM	Somalia
SPM	St Pierre And Miquelon
SRB	Serbia
STP	Sao Tome And Principe
SUR	Suriname
SVK	Slovakia
SVN	Slovenia
SWE	Sweden
SWZ	Swaziland
SYC	Seychelles
SYR	Syrian Arab Republic
TCA	Turks & Caicos Islands
TCO	Chad
TGO	Togo
THA	Thailand
TJK	Tajikistan
TKL	Tokelau
TKM	Turkmenistan
TLS	East Timor
TMP	East Timor
TON	Tonga
TTO	Trinidad & Tobago
TUN	Tunisia
TUR	Turkey
TUV	Tuvalu
TWN	Taiwan
TZA	Tanzania United Republic of
UGA	Uganda
UKR	Ukraine
UMI	United States Minor
URY	Uruguay
USA	United States of America
UZB	Uzbekistan
VNM	Vietnam
VUT	Vanuatu
WLF	Wallis & Futuna
WSM	Samoa
YEM	Yemen
YMD	Yemen Democratic
YUG	Yugoslavia Socialist Fed Rep
ZAF	South Africa
ZAR	Zaire
ZMB	Zambia
ZWE	Zimbabwe