

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme **Freedom Insurance Group Ltd**
Applicable
ACN/ARSN 608 717 728

1. Details of substantial holder (1)

To Company Name/Scheme **Freedom Insurance Group Ltd**
ACN/ARSN 608 717 728

The holder became a substantial holder on 1 December 2016

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of Securities	Person's Votes (5)	Voting Power (6)
Ordinary Shares	90,196,389	90,196,389	37.63%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Freedom Insurance Group Ltd	Restrictions on the disposal of shares under the voluntary escrow arrangements disclosed in the Prospectus lodged by Freedom Insurance Group Ltd dated 28 October 2016 give Freedom Insurance Group Ltd a technical relevant interest under section 608(1)(c) of the Corporations Act 2001. However Freedom Insurance Group Ltd has no right to acquire these shares or to control the voting rights attached to these shares	90,110,709 Ordinary Shares
Freedom Insurance Group Ltd	Restrictions on the disposal of shares issued under the Staff Offer pursuant to the terms of the Freedom Employee Incentive Scheme disclosed in the Prospectus lodged by Freedom Insurance Group Ltd dated 28 October 2016 give Freedom Insurance Group Ltd a technical relevant interest under section 608(1)(c) of	85,680 Ordinary Shares

Form 603

Corporations Act 2001

Section 671B

Notice of initial substantial holder

	the Corporations Act 2001. However Freedom Insurance Group Ltd has no right to acquire these shares or to control the voting rights attached to these shares	
--	--	--

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Persons entitled to be registered as holder	Class and number of securities
See Annexure A	See Annexure A	See Annexure A	See Annexure A
Freedom Insurance Group Ltd	Various employees participating under the employee share plan	Various employees participating under the employee share plan	85,680 Ordinary Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
None of the relevant interests referred to in paragraph 3 was acquired in the four months prior to 1 December 2016				

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

7. Addresses

The addresses of persons named in this form are as follows:

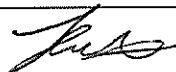
Name	Address
Freedom Insurance Group Ltd	LEVEL 12, 20 BOND STREET SYDNEY NSW 2000

Signature

print name KEITH COHEN

capacity DIRECTOR

sign here



date 8/12/2016

DIRECTIONS

1. If there are a number of substantial holders with similar or related interests (eg. A corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
2. See the definition of "associate" in section 9 of the Corporations Act 2001
3. See the definition of "relevant interest" in sections 608 and 671(B) of the Corporations Act 2001.
4. The voting shares of a company constitute one class unless divided into separate classes.

5. The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
6. The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
7. Include details of:
 - (a) Any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) Any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

8. If the substantial holder is unable to determine the identity of the person (eg. If the relevant interest arises because of an option) write "unknown"
9. Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associates in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A

Holder of relevant interest	Registered holder of securities	Persons entitled to be registered as holder	Class and number of securities
Freedom Insurance Group Ltd	K & J Cohen ATF Cohen Family Trust	K & J Cohen ATF Cohen Family Trust	41,283,885 Ordinary Shares
Freedom Insurance Group Ltd	Aaron Harvey Light	Aaron Harvey Light	13,811,300 Ordinary Shares
Freedom Insurance Group Ltd	M & R McCool ATF McCool Family Trust	M & R McCool ATF McCool Family Trust	6,607,350 Ordinary Shares
Freedom Insurance Group Ltd	Yolande De Torres	Yolande De Torres	6,158,549 Ordinary Shares
Freedom Insurance Group Ltd	Daring Investments Pty Ltd	Daring Investments Pty Ltd	5,278,300 Ordinary Shares
Freedom Insurance Group Ltd	Jennifer Andrews	Jennifer Andrews	5,139,050 Ordinary Shares
Freedom Insurance Group Ltd	Ng Capital Management Pty Ltd ATF CNG Investment Trust	Ng Capital Management Pty Ltd ATF CNG Investment Trust	3,945,773 Ordinary Shares
Freedom Insurance Group Ltd	JetM Investments Pty Ltd	JetM Investments Pty Ltd	3,905,942 Ordinary Shares
Freedom Insurance Group Ltd	Sixth Ave Investments Pty Ltd	Sixth Ave Investments Pty Ltd	3,905,942 Ordinary Shares
Freedom Insurance Group Ltd	A and K Jensen ATF A & K Jensen Superannuation Fund	A and K Jensen ATF A & K Jensen Superannuation Fund	74,618 Ordinary Shares



Freedom Insurance Group Ltd Equity Incentive Plan

Freedom Insurance Group Ltd

ACN 608 717 728

Date: 12 September 2016

Contents

1.	Introduction	3
2.	Definitions and Interpretation.....	3
3.	Awards that may be made under the Plan	8
4.	Offers of Awards	10
5.	Dilution limit and Class Order reliance	11
6.	Vesting and Exercise of Awards	11
7.	Election of Board to settle Awards in cash	12
8.	Allotment of Shares on exercise or vesting of Awards	12
9.	Rights attaching to Shares	13
10.	Restricted Awards	13
11.	Corporate Control Event	14
12.	Cessation of Employment	14
13.	Hedging unvested Awards	14
14.	Adjustments	14
15.	Power of attorney	15
16.	Tax or social security contributions	15
17.	Powers of the Board	16
18.	Commencement, suspension, termination and amendment of Plan	16
19.	Connection with other schemes	16
20.	General provisions	17

Freedom Insurance Group Ltd Equity Incentive Plan Rules

1. Introduction

1.1 Purpose

The Company has established this Plan to encourage Employees to share in the ownership of the Company and to promote the long-term success of the Company as a goal shared by all Employees.

1.2 Advice

- (a) There are legal and tax consequences associated with participation in the Plan. Employees should ensure that they understand these consequences before accepting an invitation to participate in the Plan.
- (b) Any advice given by or on behalf of the Company is general advice only, and Employees should consider obtaining their own financial product advice from an independent person who is appropriately qualified and/or licensed in their country to give such advice.

2. Definitions and Interpretation

2.1 Definitions

In these Rules unless the contrary intention appears, terms defined in the Corporations Act or Listing Rules have the same meaning in these Rules, and:

Applicable Law means any one or more or all, as the context requires of:

- (a) the Corporations Act;
- (b) the Listing Rules;
- (c) the Constitution of the Company;
- (d) the Tax Act;
- (e) any practice note, policy statement, regulatory guide, class order, declaration, guideline, policy, procedure, ruling, judicial interpretation or other guidance note made to clarify, expand or amend (a), (b), (c) or (d) above; and
- (f) any other legal requirement that applies to the Plan.

Application means a written acceptance of an Offer for, or an application for, Awards in a form approved by or acceptable to the Board (which may, without limitation, be an electronic form that is accessible and submitted via a website managed by the Company, its share registry or any other third party service provider).

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited or the securities market which it operates, as the context requires.

Award means:

- (a) an Option,
- (b) a Performance Right,

- (c) a Service Right,
 - (d) a Deferred Share Award,
 - (e) an Exempt Share Award,
 - (f) a Cash Right,
 - (g) a Stock Appreciation Right,
- as applicable.

Associated Body Corporate means:

- (a) a body corporate that is a related body corporate of the Company;
- (b) a body corporate that has Voting Power in the Company of not less than 20% and that has been approved for participation in the Plan by the Company; or
- (c) a body corporate in which the Company has Voting Power of not less than 20% and that has been approved for participation in the Plan by the Company,

and **Associated Bodies Corporate** means all such bodies corporate.

Board means:

- (a) all or some of the Directors, acting as a board; or
- (b) any committee, person or persons to whom power or authority to exercise or perform the relevant power, function or discretion, or to administer the Plan generally, has been delegated under the Rules (including any sub-delegate).

Business Day means a day on which banks are open for general banking business in the New South Wales, excluding Saturdays or Sundays.

Business Hours means from 9.00am to 5.00pm on a Business Day.

Cash Right means a cash-based performance right issued under clause 3.10.

Clawback Policy means the policy, if any, adopted by the Board in relation to any circumstances in which the Company may claw back performance-based remuneration from key management personnel (or other senior executives) of the Company (or any other Group Company).

Company means Freedom Insurance Group Ltd ACN 608 717 728.

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

Control has the meaning given to that term in section 50AA of the Corporations Act.

Corporate Control Event means any one or more of the following events or circumstances:

- (d) an offer is made for Shares (or shares in a subsidiary) pursuant to a takeover bid under Chapter 6 of the Corporations Act;
- (e) the Court orders a meeting of members (or a class of members) or creditors (or a class of creditors) under Part 5.1 of the Corporations Act for the purpose of considering a proposed compromise or arrangement relating to the Company (or a subsidiary) or a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company (or a subsidiary) or its amalgamation with any other body corporate or bodies corporate;

- (f) approval is given by a resolution duly passed at a general meeting, or by circular resolution, of members of the Company for an acquisition that would result in a person having Voting Power in the Company of more than 50%;
- (g) a person acquires Voting Power of more than 50% in the Company:
 - (i) as a result of a takeover bid for all of the issued shares in the Company; or
 - (ii) through a scheme of arrangement relating to the acquisition of all of the issued shares of the Company;
- (h) the Board determines that a change of control of the Company has occurred within the meaning of section 50AA of the Corporations Act;
- (i) any other event or transaction (including any other merger, consolidation or amalgamation involving the Company) occurs or is proposed where either or both of the following applies:
 - (i) in the case of a merger, consolidation or arrangement, the transaction results in the holders of Shares immediately prior to the merger, consolidation or amalgamation having relevant interests, in aggregate, in 50% or less of the voting shares in the body corporate resulting from the merger consolidation or amalgamation; or
 - (ii) the Board determines, in its discretion, that the relevant transaction constitutes a Corporate Control Event for the purposes of the Rules;
- (j) the Company enters into an agreement or agreements to sell, in aggregate, a majority in value of the business or assets of all Group Companies (whether or not in the form of shares in a Group Company) to a person or persons that are not Group Companies; or
- (k) an administrator, liquidator, provisional liquidator, receiver or receiver and manager is appointed in respect of the Company or substantially all of the assets of the Company.

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

Deferred Share Award means a Share issued under clause 3.5.

Date of Grant means the date on which the Company issues an Award to an Eligible Employee.

Deal or Dealing means sale, transfer, assignment, mortgage, pledge, grant of a lien or other alienation or encumbrance over or attempted sale, transfer, assignment, mortgage, pledge, grant of a lien or other alienation or encumbrance over, or creation in favour of any third party of any interest whatsoever.

Director means a director of the Company (including a non-executive director).

Eligible Employee means:

- (a) an Employee to whom, or who falls within a class of Employees to whom, the Board determines that an Offer is to be made under the Plan; or
- (b) an Employee who satisfies the eligibility criteria (if any) determined by the Board for a proposed Offer.

Employee means:

- (a) a full-time or part-time employee of a Group Company (including any employee on parental leave, long service leave or other special leave as approved by the relevant Group Company); or
- (b) a director of a Group Company who holds a salaried employment or other salaried office in a Group Company (excluding, for the avoidance of doubt, a non-executive director).

Exempt Share Award means a Share issued under clause 3.7.

exercise means exercise of an Award in accordance with its terms, and includes automatic exercise in accordance with these Rules.

Exercise Price means the price payable (if any) per Share to exercise an Award.

Expiry Date means the date on which an Award lapses, being the date specified in an Offer as the Expiry Date, or fixed by a method of calculation set out in an Offer.

Fair Market Value means the closing sales price per Share for the relevant date on the ASX, or, if there is no such sale on the relevant date, then on the last previous day on which such a sale is reported.

Group means the Company and its Associated Bodies Corporate.

Group Company means any body corporate within the Group.

issue of a Share includes the transfer of an existing Share in accordance with clause 8.3.

Issue Price means the price (if any) to be paid for the issue of a Share as stated in the Offer.

Legal Personal Representative means the executor of the will or an administrator of the estate of a deceased person, the trustee of the estate of a person under a legal disability or a person who holds an enduring power of attorney granted by another person.

Listed means the Company being and remaining admitted to the official list of the ASX (or the applicable securities exchange).

Listing Rules means the listing rules of ASX and any other rules of ASX (or the applicable securities exchange) that are applicable to the Company or the Shares while the Company is Listed on that exchange, each as amended or replaced from time to time, and except to the extent of any express written waiver by ASX.

Market Price means the weighted average sale price of Shares on the ASX over the five trading days immediately preceding the day the Offer is made, or another pricing method determined by the Company.

Offer means an offer or issue of Awards made to an Employee under clause 4. Where Awards are issued without the need for acceptance, an Offer includes the document setting out the terms of the Award.

Option means an option to acquire Shares issued under clause 3.2.

Participant means an Employee to whom Awards are issued.

Performance Right means a right to acquire a Share issued under clause 3.3.

Plan means the Freedom Insurance Group Ltd Equity Incentive Plan.

Plan Shares means the Shares allotted and issued, or transferred, by the Company to a Participant in respect of an Award.

Restricted Award means an Award or a Share issued on exercise of an Award in respect of which a restriction on sale or disposal applies under this Plan.

Restriction Period means the period during which Awards, or Shares issued on exercise of Awards, must not be sold or disposed of, being the period specified in these Rules in respect of Deferred Share Awards, Exempt Share Awards, Cash Awards and Stock Appreciation Rights, and as specified in the Offer in respect of other Awards.

Rules means these rules as amended from time to time.

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, first right of refusal, voting right or arrangement for the retention of title or any agreement, option or other arrangement to grant such an interest or right.

Service Right means a right to acquire a Share issued under clause 3.4.

Share means a fully paid ordinary share of the Company.

Stock Appreciation Right means a right designated as a stock appreciation right and issued under clause 3.11.

Tax Act means the *Income Tax Assessment Act 1997 (Cth) (ITAA 1997)* or any legislation amending or replacing the provisions of that Act relating to the issue and exercise of Awards.

Vesting Conditions means any conditions described in the Offer that must be satisfied before an Award can be exercised or before an Award (or Share issued under an Award) is no longer subject to forfeiture.

Vesting Date means the date on which an Award is exercisable or is no longer subject to forfeiture following satisfaction of any Vesting Conditions.

2.2 Interpretation

In these Rules, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural and vice versa;
 - (ii) any gender includes the other genders;
- (b) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (c) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes its Legal Personal Representatives, successors and assigns;
 - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

- (iv) a right includes a benefit, remedy, discretion, authority or power;
- (v) "\$" or "dollars" is a reference to the lawful currency of Australia;
- (vi) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties; and
- (vii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.

2.3 Headings

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

3. Awards that may be made under the Plan

- 3.1 The Company may, at the discretion of the Board, offer and issue Awards to Employees of the kind set out in this clause 3.

3.2 Options

The Company may offer or issue Options, which are rights to be issued a Share upon payment of the Exercise Price and satisfaction of specified Vesting Conditions. These terms apply unless the Offer specifies otherwise:

- (a) Options are Restricted Awards until they are exercised or expire.
- (b) An Offer may specify a Restriction Period for Shares issued on the exercise of Options.
- (c) Options are subject to adjustment under clause 14.

3.3 Performance Rights

The Company may offer or issue Performance Rights, which are rights to be issued a Share for nil Exercise Price upon the satisfaction of Vesting Conditions specified in the Offer. These terms apply unless the Offer specifies otherwise:

- (a) Performance Rights are Restricted Awards until they are exercised or expire.
- (b) An Offer may specify a Restriction Period for Shares issued on the exercise of Performance Rights.
- (c) Performance Rights are subject to adjustment under clause 14.

3.4 Service Rights

The Company may offer or issue Service Rights, which are rights to be issued a Share for nil Exercise Price upon the satisfaction of Vesting Conditions specified in the Offer, which Vesting Conditions relate only to the continued employment of the Employee. These terms apply unless the Offer specifies otherwise:

- (a) Service Rights are Restricted Awards until they are exercised or expire.
- (b) An Offer may specify a Restriction Period for Shares issued on the exercise of Service Rights.
- (c) Service Rights are subject to adjustment under clause 14.

3.5 Deferred Share Awards

The Company may offer or issue Deferred Share Awards, which are Shares issued to Employees:

- (a) who elect to receive Shares in lieu of any wages, salary, director's fees, or other remuneration; or
- (b) by the Company in its discretion, in addition to their wages, salary and remuneration, or in lieu of any discretionary cash bonus or other incentive payment; and
- (c) that may be forfeited if Vesting Conditions specified in the Offer are not satisfied.

3.6 Restriction Period

Unless a different Restriction Period is specified in an Offer, the Restriction Period for Deferred Share Awards will expire on the earlier of:

- (a) when a Participant ceases employment within the meaning of section 83A-330 of the Tax Act;
- (b) when the Board, in its discretion, agrees to end the Restriction Period; and
- (c) 15 years from the date of issue of the Shares.

3.7 Exempt Share Awards

The Company may offer or issue Exempt Share Awards, which are Shares issued for no consideration or at an Issue Price which is a discount to the Market Price with the intention that up to \$1,000 (or such other amount which is exempted from tax under the Tax Act from time to time) of the total value or discount received by each Employee will be exempt from tax.

3.8 Restriction Period

The Restriction Period for Exempt Share Awards will expire on the earlier of:

- (a) 3 years from the date of issue of the Shares (or such other period as may be required for tax exemption under Subdivision 83A-B of the Tax Act); and
- (b) the time when a Participant ceases employment within the meaning of section 83A-330 of the Tax Act.

3.9 No discrimination

The Company must offer Exempt Share Awards on a non-discriminatory basis as defined by section 83A-35(6) of the Tax Act.

3.10 Cash Rights

The Company may offer or issue Cash Rights, which are rights to be issued a cash payment for nil Exercise Price upon the satisfaction of specified Vesting Conditions. Unless the Offer specifies otherwise, the Cash Rights are Restricted Awards until they are exercised or expire.

3.11 Stock Appreciation Rights

The Company may offer or issue Stock Appreciation Rights in accordance with this clause 3.11. These terms apply to the issue of Stock Appreciation Rights unless the Offer specifies otherwise:

- (a) Stock Appreciation Rights are Restricted Awards until they are exercised or expire;
- (b) an Offer may specify a Restriction Period for Shares issued on the exercise of Stock Appreciation Rights;

- (c) upon exercise of a Stock Appreciation Right, and unless the Board determines otherwise, the Participant exercising the Stock Appreciation Right shall be entitled to receive payment from the Company determined on the basis of the difference between the Fair Market Value on the date of exercise of the Stock Appreciation Right and the Fair Market Value on the date of grant of the Stock Appreciation Right, adjusted as necessary for changes to the Company's capital structure. The full terms of calculation of such payment will be set out in the Offer;
- (d) at the discretion of the Board, the payment upon exercise of a Stock Appreciation Right may be in cash, in Shares of equivalent value, or in some combination of cash and Shares. The Board's determination shall be made at any time on or before exercise of a Stock Appreciation Right; and
- (e) Stock Appreciation Rights are subject to adjustment under clause 14.

4. Offers of Awards

4.1 Subject to clause 5, the Company may make an Offer to any Employee.

4.2 Form of Offer

Each Offer must be in writing (which includes email), include an Application if acceptance is required, and specify the following to the extent applicable:

- (a) the name and address of the Employee to whom the Offer is made;
- (b) the type of Awards being offered;
- (c) the number of Awards being offered;
- (d) the Date of Grant;
- (e) any Vesting Conditions for the Awards;
- (f) the Issue Price and/or Exercise Price for the Awards, or the manner in which the Issue Price and/or Exercise Price is to be determined;
- (g) the Expiry Date (if any);
- (h) any Restriction Period;
- (i) any other terms or conditions that the Board decides to include; and
- (j) any other matters required to be specified in the Offer by either the Corporations Act or the Listing Rules.

4.3 Applicable law

If required by Applicable Laws or the conditions to applicable ASIC relief, the Offer must include an undertaking by the Company to provide to a Participant, if a request is made before the Award is exercised and within a reasonable period of being so requested, the current market price of the Shares.

4.4 Compliance with laws

No Offer will be made to the extent that any such Offer would contravene the Company's Constitution, the Listing Rules, the Corporations Act or any other Applicable Law.

4.5 Acceptance

If acceptance of an Offer is required, it may be accepted:

- (a) by an Employee completing and returning the Application, as required by the Offer, by not later than the date specified in the Offer; and
- (b) if required, by the Employee making or directing payment of the total amount payable for the Awards (if any) accepted under the Offer, in the manner specified in the Offer.

4.6 Lapse of Offer

An Offer which requires acceptance lapses if it is not accepted by the Employee to whom the Offer is made as required under clause 4.5.

4.7 Acceptance by Employee

For the avoidance of any doubt, an Offer may only be accepted by (and the relevant Award and any subsequent Share issues may only be granted or issued to) the Employee to whom the Offer is made.

5. Dilution limit and Class Order reliance

5.1 An Offer of Awards must not be made if the total of:

- (a) the number of Shares which are the subject of the Offer of Awards; and
 - (b) underlying Shares issued or that may be issued as a result of any Offers of Award, or similar offer of Shares under a predecessor or other employee incentive plan, made at any time during the previous 3 year period in reliance on relief granted by ASIC (however obtained),
- would exceed 5% of the number of Shares on issue at the time of the Offer.

6. Vesting and Exercise of Awards

6.1 Vesting Conditions

- (a) The Awards held by a Participant will vest in and become exercisable by that Participant upon the satisfaction of any Vesting Conditions specified in the Offer and in accordance with these Rules.
- (b) Vesting Conditions may be waived at the absolute discretion of the Board (unless such waiver is excluded by the terms of the Award).

6.2 Automatic Exercise

The vesting of an Award on the satisfaction of any Vesting Conditions will not automatically trigger the exercise of the Award unless specified in the Offer.

6.3 Exercise of Awards

- (a) A Participant is, subject to this clause 6, entitled to exercise an Award on or after the Vesting Date. Any exercise must be for a minimum number or multiple of Shares (if any) specified in the terms of the Offer.
- (b) Awards may be exercised by the Participant delivering to the Company a notice stating the number of Awards to be exercised together with the Issue Price (if any) for the Shares to be issued.

7. Election of Board to settle Awards in cash

- 7.1 If the Board determines that for a taxation, legal, regulatory or compliance reason it is not appropriate to issue or transfer Shares, the Company may in lieu and final satisfaction of the Company's obligation to issue or transfer Shares as required upon the exercise of an Award by a Participant, make a cash payment to the Participant equivalent to the Fair Market Value as at the date of exercise of the Award (less any unpaid Exercise Price applicable to the exercise of the Award) multiplied by the relevant number of Shares required to be issued or transferred to the Participant upon exercise of the Award.

8. Allotment of Shares on exercise or vesting of Awards

8.1 Rights attaching to Shares

The Shares issued under this Plan will upon allotment:

- (a) be credited as fully paid;
- (b) rank equally for dividends and other entitlements where the record date is on or after the date of allotment, but will carry no right to receive any dividend or entitlement where the record date is before the date of allotment; and
- (c) be subject to any restrictions imposed under these Rules, and
- (d) otherwise rank equally with the existing issued Shares at the time of allotment.

8.2 Quotation

If the Company is Listed, then as soon as practicable after the date of the allotment of Shares, the Company will, unless the Board otherwise resolves, apply for official quotation of such Shares on the ASX.

8.3 New or existing Shares

- (a) The Company may, in its discretion, either issue new Shares or cause existing Shares to be acquired for transfer to the Participant, or a combination of both alternatives, to satisfy the Company's obligations under these Rules.
- (b) If the Company determines to cause the transfer of Shares to a Participant, the Shares may be acquired in such manner as the Company considers appropriate, including from a trustee appointed under clause 0.

8.4 Trustee

The Company may appoint a trustee on terms and conditions which it considers appropriate to acquire and hold Shares, options, or other securities of the Company either on behalf of Participants or for the purposes of this Plan.

9. Rights attaching to Shares

9.1 Shares to rank equally

Any Plan Shares allotted and issued, or transferred by the Company to a Participant will rank equally with all existing Shares on and from the date of issue or transfer.

9.2 Dividends

A Participant will have a vested and indefeasible entitlement to any dividends declared and distributed by the Company on Plan Shares which, at the books closing date for determining entitlement to those dividends, are standing to the account of the Participant.

9.3 Dividend reinvestment

The Participant may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares held by the Participant and such participation must be in respect of all Plan Shares held by the Participant. Shares issued under any dividend reinvestment plan operated by the Company will not be subject to any restrictions on dealing.

9.4 Voting rights

A Participant may exercise any voting rights attaching to Plan Shares registered in the Participant's name.

10. Restricted Awards

10.1 Restrictions

- (a) A Participant must not sell, transfer, mortgage, pledge, charge, grant security over or otherwise dispose of any Restricted Awards, or agree to do any of those things, during the Restriction Period.
- (b) The Company may implement any procedures it considers appropriate to ensure that Restricted Awards are not disposed of during the Restriction Period, including applying a holding lock in respect of Shares.
- (c) Without limiting its discretions under these Rules, the Board may at any time in its discretion waive or shorten the Restriction Period applicable to an Award.

10.2 Pro rata bonus issues

If the Company makes a pro rata bonus issue to holders of Restricted Awards, the Shares issued to Participants under the pro rata bonus issue will be subject to the balance of the Restriction Period that applied to the Restricted Awards.

10.3 Takeovers

If a takeover bid is made to acquire all of the issued Shares of the Company, or a scheme of arrangement, selective capital reduction or other transaction is initiated which has an effect similar to a full takeover bid for Shares in the Company, then Participants are entitled to accept the takeover bid or participate in the other transaction in respect of all or part of their Awards other than Exempt Share Awards notwithstanding that the Restriction Period in respect of such Awards has not expired. The Board may, in its discretion, waive unsatisfied Vesting Conditions in relation to some or all Awards in the event of such a takeover or other transaction.

In the event that the takeover or other similar transaction does not proceed for any reason any discretion exercised by the Board to waive unsatisfied Vesting Conditions will be voided.

11. Corporate Control Event

- 11.1 On the occurrence of a Corporate Control Event, the Board will determine, in its sole and absolute discretion, the manner in which all unvested and vested Awards will be dealt with.

12. Cessation of Employment

- 12.1 On the occurrence of cessation of employment for any reason, the Board will determine, in its sole and absolute discretion, the manner in which all unvested and vested Awards will be dealt with, including the application of any Clawback Policy.

13. Hedging unvested Awards

- 13.1 Participants must not enter into transactions or arrangements, including by way of derivatives or similar financial products, which limit the economic risk of holding unvested Awards.

14. Adjustments

- 14.1 This clause 14 applies to Options, Performance Rights, Service Rights and other Awards where the Participant may be entitled to acquire Shares in the future on exercise of the Award.

14.2 New issue of Shares

A Participant is not entitled to participate in a new issue of Shares or other securities made by the Company to holders of its Shares without exercising the Awards before the record date for the relevant issue.

14.3 Bonus issues

If, prior to the exercise of an Award, the Company makes a pro-rata bonus issue to the holders of its Shares, and the Award is not exercised prior to the record date in respect of that bonus issue, the Award will, when exercised, entitle the holder to one Share plus the number of bonus shares which would have been issued to the holder if the Award had been exercised prior to the record date.

14.4 Other reorganisations of capital

If, prior to the exercise of an Award, the Company undergoes a reorganisation of capital (other than by way of a bonus issue or issue for cash) the terms of the Awards of the Participant will be changed to the extent necessary to comply with the Listing Rules as they apply at the relevant time.

14.5 General

- (a) Unless otherwise permitted by the Listing Rules, the number of Shares which the Participant is entitled to receive on exercise of an Award will only be adjusted in accordance with this clause 14.
- (b) The Company must give notice to Participants of any adjustment to the number of Shares which the Participant is entitled to receive on exercise of an Award in accordance with the Listing Rules.

15. Power of attorney

15.1 Participant appoints

- (a) In consideration of the issue of the Awards, each Participant irrevocably appoints each director and the secretary for the time being of the Company severally as his or her attorney, to do all acts and things and to complete and execute any documents, including share transfers, in his or her name and on his or her behalf that may be convenient or necessary for the purpose of giving effect to the provisions of these Rules or the terms of an Award.
- (b) The Participant (or after his or her death, his or her Legal Personal Representative) will be deemed to ratify and confirm any act or thing done under this power and must indemnify the attorney in respect of doing so.

16. Tax or social security contributions

16.1 Tax and social security contributions

Where the Company, or a subsidiary (within the meaning of the Corporations Act) of the Company, must account for any tax or social security contributions (in any jurisdiction) for which a Participant is liable because of the issue or transfer of Shares, payment of cash to the Participant or the vesting or exercise of an Award (the **Amount**), either the Company or subsidiary of the Company may withhold the Amount in its discretion or the Participant must, prior to the Participant's Shares being issued or transferred or cash being paid to the Participant, or the Award vesting or being exercised (as applicable), either:

- (a) pay the Amount to the Company; or
- (b) make acceptable arrangements with the Company for the Amount to be made available to the Company.

17. Powers of the Board

17.1 Administration by Board

The Plan will be administered by the Board, or a committee of the Board, which will have an absolute discretion to:

- (a) determine appropriate procedures for administration of the Plan consistent with these Rules;
- (b) resolve conclusively all questions of fact or interpretation arising in connection with the Plan or these Rules;
- (c) delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of their powers or discretions under the Plan or these Rules;
- (d) formulate special terms and conditions (subject to the Listing Rules), in addition to those set out in these Rules to apply to Participants employed and/or resident in and/or who are citizens of countries other than Australia. Each of these special terms and conditions will be restricted in their application to those Participants employed and/or resident in and/or who are citizens of other jurisdictions; and
- (e) amend these Rules, provided that such amendments do not materially prejudice the rights of existing Participants.

17.2 Subject to Listing Rules

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

18. Commencement, suspension, termination and amendment of Plan

18.1 Commencement

Subject to the passing of any necessary resolution approving the establishment of the Plan and the issue of the Awards, the Plan will take effect when the Board decides.

18.2 Suspension, termination or amendment

The Plan may be suspended, terminated or amended at any time by the Board, subject to any resolution of the Company required by the Listing Rules.

19. Connection with other schemes

19.1 Connection with other schemes

- (a) The Company and any related body corporate of the Company are not restricted to using the Plan as the only method of providing incentive rewards to Employees.
- (b) The Company and any related body corporate of the Company may approve other incentive schemes.

- (c) Participation in the Plan does not affect, and is not affected by, participation in any other incentive scheme of the Company or any related body corporate of the Company unless the terms of that incentive scheme provide otherwise.

20. General provisions

20.1 Participants bound

Participants issued Awards under this Plan are bound by these Rules and by the Constitution of the Company.

20.2 Notices

- (a) Any notice required to be given by the Company to a Participant or any correspondence to be made between the Company and a Participant may be given or made by the Board or its delegate on behalf of the Company.
- (b) Any notice to be given by the Company may be given by email, and any reference to the Company giving or providing information or documents in writing includes doing so by email.

20.3 Effect on employee entitlements

- (a) Participation in the Plan does not affect an Employee's terms of employment or appointment with the Company. In particular, participation in the Plan does not detract from any right the Company may have to terminate the employment or appointment of an Employee.
- (b) Participation in the Plan, or the issuing of any Awards, does not form part of the Employee's remuneration for the purposes of determining payments in lieu of notice of termination of employment, severance payments, leave entitlements, or any other compensation payable to an Employee upon the termination of employment.

20.4 Governing law

These Rules are governed by and are to be construed in accordance with the laws of the State of New South Wales.

Voluntary Escrow Deed

Freedom Insurance Group Pty Ltd

[##insert]

Piper Alderman
Lawyers

Level 23
Governor Macquarie Tower
1 Farrer Place
Sydney NSW 2000
Australia
t +61 2 9253 9999
f +61 2 9253 9900
www.piperalderman.com.au

Sydney • Melbourne • Brisbane • Adelaide

Contents	page
1. Definitions	1
2. Interpretation	2
3. Condition Precedent	3
4. Restriction	3
5. Controller's Restrictions	3
6. Shares - Holding Lock	4
7. Warranties	4
8. Consequences of breaching this Deed	4
Schedule 1	6
Execution	7

Voluntary Escrow Deed

Parties

1. **Freedom Insurance Group Pty Ltd** ACN 608 717 728 of Level 12, Bond Street, Sydney NSW 2000 (**Company**)
2. [##insert] of [##insert] (**Holder**)
3. **Those Persons listed as Controllers** in Schedule 1

Introduction

- A. The Holder has been issued, or will be issued with, the Restricted Securities.
- B. The Holder will hold the Restricted Securities as set out in this Deed.
- C. The Holder will only deal with the Restricted Securities upon the terms set out in this Deed.

Operative clauses

1. Definitions

In this deed:

ASX means ASX Limited ACN 008 624 691;

Controller means each person who has a substantial interest in the equity of the Holder of, or a substantial economic interest in, the Restricted Securities and each intermediate entity through which that interest occurs, being those persons set out in Item 2 of Schedule 1;

Controller Interests means the securities, substantial economic interest or other interests in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in Item 2 of Schedule 1;

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

Dispose has the meaning ascribed to it in the Listing Rules;

Listing Rules means the Listing Rules of ASX, as amended from time to time;

Party means any party to this Deed and references to **Parties** shall have a corresponding meaning;

Restriction Period means the period commencing on the date on which the quotation of the Restricted Securities commences and ending on:

- (a) as to 50% of the shares escrowed, on release to the market of the Company's financial results for the financial year ended 30 June 2017; and
- (b) as to the remaining 50% of the shares escrowed, on release to the market of the Company's financial results for the half year ended 31 December 2017;

Restricted Securities means the Shares set forth in Item 1 of Schedule 1 and any securities attaching to or arising out of those Securities;

Security has the meaning ascribed to it in the Listing Rules;

Security Interest means any bona fides third party financier:

- (a) interest in, or right reserved over, property (including any retention of title to property or any right to set off or withhold payment of any deposit or other moneys); or
- (b) interest created, or otherwise arising over, property under a mortgage, charge, security interest, bill of sale (as defined in any relevant statute), lien, pledge, trust or right, by way of security for the payment of a debt or other monetary obligation or the performance of or compliance with any other obligation and any instrument or transaction which reserves, constitutes or evidences the interests and rights referred to in paragraph (a);

Share means ordinary shares in the capital of the Company and references to **Shares** shall have a corresponding meaning; and

Successful Takeover Bid means a takeover bid under Chapter 6 of the Corporations Act in respect of some or all of the Shares in the capital of the Company, where holders of at least half of the Shares in the bid class that are not subject to escrow to which the offer under the bid relates have accepted that offer.

2. Interpretation

In this deed, unless the context otherwise requires:

- (a) a reference to:
 - (1) this Deed or another document includes any variation or replacement of it notwithstanding any change in the identity of the Parties;
 - (2) any statute, ordinance, code or other law includes regulations and other statutory instruments under any of them and consolidations, amendments re-enactments or replacement of any of them;
 - (3) a person, firm, corporation, association or government body includes any other of them;
 - (4) a person includes the person's successors, executors, administrators, substitutes (including a person who becomes a Party by novation) and assigns;
 - (5) a time is a reference to Sydney time unless otherwise specified;
 - (6) a right includes a benefit, remedy, authority, discretion and power;
- (b) the singular includes the plural and vice versa;
- (c) where two or more persons are defined as a party to this Deed that term means each of the persons jointly, each of them severally and any two or more of them jointly;

- (d) words and expressions defined in the Listing Rules or the Corporations Act, and not in this Deed, have the meanings ascribed to them in the Listing Rules or the Corporations Act (as applicable); and
- (e) an agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and severally and an agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.

3. Condition Precedent

- 3.1 The rights and obligations in this Deed will not become binding, until the Company is admitted to the Official List of the ASX.

4. Restriction

- 4.1 Subject to clause 4.2 during the Restriction Period, the Holder will not:
- (a) Dispose of or transfer, or agree or offer to Dispose of or transfer, the Restricted Securities;
 - (b) create, grant, or agree or offer to create or grant, any Security Interest in the Restricted Securities; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or Control of the Restricted Securities, other than a disposal in accordance with a Controller exercising its powers.

- 4.2 Despite anything else in this clause 4, if a takeover bid is made, or other formal scheme of arrangement is proposed, for the acquisition of some or all of the Shares, then if:

- (a) the takeover bid becomes a Successful Takeover Bid; or
- (b) the scheme of arrangement is approved in accordance with Part 5.1 of the Corporations,

the Holder may accept the offer on such terms the Holder decides in respect of some or all of the Restricted Securities registered in its name.

- 4.3 The Holder acknowledges and agrees that if the Takeover Bid or scheme of arrangement does not proceed, the Restricted Securities will continue to be restricted in accordance with the terms of this Deed for the remainder of the Restriction Period.

5. Controller's Restrictions

- 5.1 During the Restriction Period and except for disposal of Restricted Securities by the Security Interest holder under a third party security arrangement, a Controller will not:
- (a) Dispose of or transfer, or agree or offer to Dispose of or transfer, the Controller Interests;
 - (b) create, or agree or offer to create, any Security Interest in the Controller Interests;

- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or Control of the Controller Interests.

6. Shares - Holding Lock

Restrictions

- 6.1 The Company may implement any procedure it considers appropriate to restrict the Holder from dealing with any Shares acquired by the Holder consistent with clause 4.1 and 5.1 for as long as those Shares are Restricted Shares.

Holding Lock

- 6.2 Without limiting the provisions in clause 6.1, for as long as a Share is a Restricted Share, the Holder acknowledges and agrees to the Company implementing a Holding Lock on the Restricted Securities which will prevent the transfer or Disposal of the Restricted Securities except as contemplated in clause 0.

7. Warranties

[#if the Holder is an individual]

- 7.1 The Holder represents and warrants to the Company that the Holder is the sole legal and beneficial holder of the Restricted Securities and that no other person has a substantial interest (including without limitation a substantial economic interest) in the Restricted Securities.

[#if the Holder has a Controller]

- 7.2 The Holder and each Controller jointly and severally represent and warrant (as at the date of this Deed and throughout the Escrow Period) to the Company the Holder has no other Controller than the Controllers set out in Item 2 of Schedule 1, and that the corresponding Controller Interests set out in Item 2 of Schedule 1 are correct.

8. Consequences of breaching this Deed

- 8.1 If it appears to the Company that the Holder or a Controller may breach this Deed, the Company is entitled, but not obliged, to take the steps necessary to prevent the breach, or to enforce this Deed.
- 8.2 If the Holder or a Controller breaches this Deed, each of the following applies:
- (a) the Company may:
- (1) take the steps necessary to enforce this Deed, or to rectify the breach;
 - (2) to the extent permitted by law, Corporations Act and the Listing Rules, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion or other Disposal of any of the Restricted Securities;
 - (3) sue the Holder and each Controller for breach of contract;

- (4) do all or any of the above things at its option.
 - (b) to the extent permitted by law, Corporations Act and the Listing Rules and the constitution of the Company, the Holder of the Restricted Securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.
- 8.3 The Holder and each Controller indemnifies and keeps indemnified the Company against any loss the Company sustains as a result of any breach of this Deed by the Holder or a Controller. Without limiting the generality of this indemnity, the Company's loss is expressly agreed to include all legal costs which the Company may incur. However, in no event will the Holder or the Controller be liable for indirect or consequential losses.
- 8.4 The rights and remedies of the Company referred to in this clause 8 are in addition to and do not derogate from any other rights and remedies that the Company may have at law as a result of the Holder or a Controller breaching this Deed.

Schedule 1

Item 1 – Restricted Securities

Holder Name	Number of Restricted Securities	Expected Voting Power

Item 2 – Controller Details and Interests

Controllers' Details

Name:
Address:
Facsimile:
Email:
Attention:

Particulars of Controller's Interests

Execution

Executed as a deed on

2016

Executed by
Freedom Insurance Group Pty Ltd

.....
Director

.....
Director/Company Secretary

.....
Name (please print)

.....
Name (please print)

[#if the Holder is an Individual]

Signed by
[##insert name of Holder]
in the presence of:

.....
Witness

.....
[##insert name of Holder]

.....
Name (please print)

[#if the Holder is a Company]

Executed by
[#insert name of company]

.....
Director

.....
Director/Company Secretary

.....
Name (please print)

.....
Name (please print)

[##where there are corporate Controllers – to be replicated for each parent company]

Executed by Controller
[##insert name of company]

.....
Director

.....
Director/Company Secretary

.....
Name (please print)

.....
Name (please print)

[##where there are individual Controllers – to be signed by each individual Controller]

Signed by Controller

[##insert name of individual controller]

in the presence of:

.....
Witness

.....
[##name of controller]

.....
Name (please print)