

Employee Share Option Plan Rules

ReadCloud Limited (**Company**)
(Adopted by the Board on # 2017)

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Plan Rules

1. INTRODUCTION

1.1 Name of Plan

The Plan is called the ReadCloud Employee Share Option Plan 2017.

1.2 Objects of Plan

The objects of the Plan are to:

- (a) retain Eligible Employees by providing them with an incentive to remain employed or engaged with the Group in the long term;
- (b) recognise the ongoing ability of Eligible Employees and their expected efforts and contribution in the long term to the performance and success of the Group; and
- (c) provide Eligible Employees with the opportunity to acquire Shares in the Company in accordance with these Rules,

with the result of aligning interests between the company and Eligible Employees.

1.3 Commencement of Plan

The Plan commences on the date determined by the Board.

1.4 Advice

The Company is not responsible for the consequences of participation in the Plan by Eligible Employees, who should obtain their own independent advice at their own expense on the financial, taxation and other consequences to them of or relating to participation in the Plan.

2. DEFINED TERMS & INTERPRETATION

2.1 Defined terms

In these Rules:

Application Form means an application for the issue of Options, in the form approved by the Board from time to time;

ASX means the Australian Securities Exchange;

Board means the Board of the Company or any committee of the Board to which it has delegated power to administer the Plan, from time to time;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne, Victoria;

Change of Control means the occurrence of one or more of:

- (a) a takeover bid is announced for all of the Shares and the bidder has acquired voting power in more than 50% of the Shares;
- (b) a court sanctions a compromise or arrangement for the purpose of, or in connection with a scheme for the amalgamation of the Company with any other entity in accordance with Part 5.1 of the Corporations Act;
- (c) approval has been given by a resolution of shareholders of the Company to an acquisition which would result in a person having a voting power in more than 50% of the Shares; or
- (d) any other similar circumstance determined by the Board;

Change of Control Date has the meaning given to it in Rule 13.1;

Change of Control Notice has the meaning given to it in Rule 13.1;

Constitution means the constitution of the Company from time to time;

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

Date of Grant means, with respect to an Option, the date on which the Board grants the Option to an Eligible Employee;

Date of Issue means, with respect to a Share issued on exercise of an Option, the date on which the Board issues the Share to the Eligible Employee;

Eligible Employee means an Employee whom the Board determines is to receive an Offer under the Plan;

Employee means, for the purposes of this Plan:

- (a) an individual whom the Board determines to be in the full-time or part-time employment of a body corporate in the Group (including any employee on parental leave, long service leave or other special leave as approved by the Board);
- (b) a director of a body corporate in the Group holding a salaried employment or office in a body corporate in the Group;
- (c) a director of the Company;
- (d) an individual providing services to a body corporate in the Group whom the Board determines to be an Employee for the purposes of the Plan;
- (e) an individual whose associate (as defined in section 139GE of the Income Tax Assessment Act 1936) provides services to a body corporate in the Group, which individual the Board determines to be an Employee for the purposes of the Plan; or
- (f) an individual otherwise in the employment of a body corporate in the Group whom the Board determines to be an Employee for the purposes of the Plan,

but for the avoidance of doubt does not impute an employee/employer relationship for any purpose;

Exercise Conditions means the performance, Vesting or other conditions (if any) determined by the Board and specified in an Offer which are, subject to these Rules, required to be satisfied, reached or met before an Option can be exercised.

Exercise Date means, in respect of an Option:

- (a) subject to paragraph (b), 10 Business Days after the Company receives an Exercise Notice in respect of that Option delivered in accordance with Rule 9; or
- (b) the Change of Control Date, if the Company receives an Exercise Notice in respect of that Option delivered as a result of the operation of Rule 13.2;

Exercise Notice means a notice stating that a Participant wants to exercise the Options the subject of the notice, in the form approved by the Board from time to time;

Exercise Period means, in respect of an Option:

- (a) the period:
 - (i) commencing on the date the Exercise Conditions are satisfied or waived in full; and
 - (ii) ending on the date the Option lapses in accordance with Rule 10.1;
- (b) if an Change of Control Notice is delivered, the period prior to the Change of Control Date until the Change of Control Date; or
- (c) such other the period designated by the Board;

Exercise Price means, in respect of an Option, the price to be paid on the exercise of the Option as determined by the Board and set out in an Offer and on the certificate issued under Rule 7.3, subject to the adjustment in accordance with these Rules;

Group means the Company and its Subsidiaries from time to time;

Involuntary Leaver A means any Participant who ceases to be employed or engaged by a member of the Group:

- (a) as a result of the death, illness (including mental illness), serious disability or permanent incapacity through ill health (as determined by the Board, acting reasonably) of the Participant; or
- (b) in exceptional circumstances where the Board determines the Participant should be treated as an Involuntary Leaver A;

Involuntary Leaver B means any Participant who ceases to be employed or engaged by a member of the Group:

- (a) as a result of a breach by the member of the Group of the Participant's employment contract, constructive dismissal by the member of the Group of the Participant or the Participant being made redundant; or
- (b) in exceptional circumstances where the Board determines the Participant should be treated as an Involuntary Leaver B;

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 a person;

Listing Rules means the ASX Listing Rules;

Nominee has the meaning given in Rule 5.3(b);

Option means an option granted to a Participant under the Plan to be issued a Share under the Plan;

Offer means an invitation to an Eligible Employee to apply for a grant of Options in accordance with Rule 5.2;

Offer Period means, in respect of an Offer, the period of time in which the Offer may be accepted by the Eligible Employee;

Participant means, subject to Rule 5.3(b), a person holding Options issued under the Plan and includes, if a Participant dies or becomes subject to a legal disability, the Legal Personal Representative of the Participant;

Plan means the ReadCloud Employee Share Option Plan 2017 governed by these Rules;

Related Party means in respect of:

- (a) a body corporate, anyone who is an associate of that body corporate under sections 11 to 15 (inclusive) of the Corporations Act; and
- (b) an individual, an Associate of that individual as defined in section 318 of the *Income Tax Assessment Act 1936*;

Rules means the rules governing the operation of the Plan set out in this document, as amended from time to time;

Security Interest means a mortgage, charge, pledge, lien, encumbrance or other third party interest of any nature;

Share means a share in the Company;

Subsidiary has the meaning given in the Corporations Act;

Tax includes any tax, levy, impost, value added tax, GST, 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;

Vest means in relation to an Option, means the point in time after which the Option becomes freely exercisable by its holder due to satisfaction or waiver of all Exercise Conditions, or otherwise in accordance with these Rules; and

Voluntary Leaver means any Participant who ceases to be employed or engaged by a member of the Group and who is not an Involuntary Leaver A or Involuntary Leaver B.

2.2 Interpretation

In this document, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a rule, paragraph, schedule or annexure is to a rule or paragraph of, or schedule or annexure to, this document, and a reference to this document includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to time is to Melbourne, Australia time;
- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (g) 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;
- (h) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (i) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (k) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

2.3 Primary Instruments

These Rules are to be interpreted subject to the Constitution and the Corporations Act.

2.4 Headings

Headings are for ease of reference only and do not affect interpretation.

3. OPERATION OF THE PLAN

3.1 Plan operates in accordance with Rules

The Plan operates in accordance with these Rules.

3.2 Rules binding

These Rules bind the Company, each Subsidiary and each Participant.

4. PRINCIPAL CONDITIONS

4.1 Options issued only to Employees

An Option may not be issued to a person under the Plan unless the person is an Employee as at the Date of Grant, or the Board determines otherwise.

4.2 Compliance with laws

An:

- (a) Option may not be offered or issued to, Vest or be exercised by, an Eligible Employee or Participant; or
- (b) Share may not be issued to an Eligible Employee or Participant on exercise of an Option,

if to do so would:

- (c) contravene the Constitution, the Corporations Act, the Listing Rules (while applicable to the Company) or any applicable law; or
- (d) cause the Company to have to produce any offering document or make filings with any regulatory authority in order to comply with any applicable law, where the Board believes that to do so would place an unreasonable burden on the Company.

4.3 Offers to Directors

Options may not be offered or issued to Directors or their Nominee under the Plan unless prior approval of the Company's shareholders has been obtained under the Listing Rules (as required).

4.4 Shareholder approval otherwise required

To the extent that exercise of the Board's discretion under these Rules or any other amendment of the terms of a Participant's Offer would trigger the requirement for shareholder approval under the Corporations Act (including under section 200B of that Act) or the Listing Rules, the Company will use reasonable endeavours to obtain that shareholder approval as promptly as possible, and the exercise of the discretion or other amendments will be conditional upon shareholder approval being obtained.

5. OFFERS

5.1 Board may make Offer

Subject to these Rules, the Board may from time to time make an Offer to any Eligible Employee.

5.2 Form of Offer

An Offer must be in writing and state:

- (a) the name and address of the Eligible Employee to whom the Offer is made;
 - (b) the date of the Offer;
 - (c) the number of Options for which the Eligible Employee may apply;
 - (d) the proposed Date of Grant of the relevant Options;
 - (e) the Offer Period;
 - (f) the Exercise Conditions (if any) attaching to the relevant Options;
 - (g) the general terms of issue of the Options; and
 - (h) any other specific terms and conditions applicable to the Offer; and
- otherwise be in the form approved by the Board from time to time.

5.3 Offer personal

- (a) Subject to Rule 5.3(b), each Offer is personal to the Eligible Employee to whom it is made. Only the Eligible Employee to whom an Offer is made may accept the invitation constituted by an Offer and the Company may only issue the Options referred to the Offer to that Eligible Employee.
- (b) An Eligible Employee may nominate a Related Party or such other person approved by the Board to receive the Options on their behalf (**Nominee**). If an Eligible Employee nominates a Nominee, then the Eligible Employee and the Nominee will be deemed to be jointly a Participant for the purposes of the Plan and these Rules shall be read accordingly.
- (c) If, at any time while a Nominee holds Options, a Nominee is no longer a Related Party of the relevant Eligible Employee or a person approved by the Board, the Nominee must promptly do all things necessary to transfer the Options to the relevant Eligible Employee, another Related Party of the relevant Eligible Employee or another person approved by the Board. All rights attaching to the Options are suspended until that transfer takes place.

6. APPLICATION FOR OPTIONS

6.1 Acceptance of Offer

An Eligible Employee may accept the invitation constituted by an Offer by giving to the Company duly completed and executed Application Form (and any funds payable to accept the Offer) within the Offer Period.

6.2 Application for all or some Options

An Eligible Employee may, in his or her discretion, accept the invitation constituted by an Offer, in whole or in part, in multiples of 100 Options or any other multiple approved by Board for the Eligible Employee.

6.3 Lapse of Offer

An Offer not accepted in accordance with Rule 6.1 lapses on the expiry of the Offer Period unless the Board determines otherwise.

6.4 Withdrawal prior to acceptance

An Offer not yet accepted in accordance with Rule 6.1 may be withdrawn by the Board in its discretion.

7. GRANT OF OPTIONS

7.1 Acceptance of application and issue

If an Eligible Employee delivers a duly completed and executed Application Form before the expiry of the Offer Period, the Company may, subject to the conditions of the Offer, accept the Application Form and on that acceptance grant to the Eligible Employee all of the Options the subject of the Application Form.

7.2 Eligible Employee becomes a Participant

An Eligible Employee becomes a Participant and is bound by these Rules when the Company grants Options to the Eligible Employee.

7.3 Certificates

Except as otherwise agreed with a Participant, the Company must give to each Participant one or more certificates or a statement setting out:

- (a) the number of Options granted to the Participant;
- (b) the Exercise Price of those Options; and
- (c) the Date of Grant of those Options.

7.4 Consideration for Options

Except as set out in an Offer:

- (a) the consideration for the grant of Options to an Eligible Employee is the services expected of an Eligible Employee to or for the benefit of the Group; and
- (b) an Eligible Employee does not have to pay money or give other consideration for the grant of an Option.

7.5 Entitlement to underlying Shares

Each Option confers on its holder the entitlement to acquire a number of Shares, in accordance with and subject to, these Rules.

7.6 Interest in Shares

A Participant has no right to a Share (and attached rights) the subject of an Option held by the Participant unless and until the Share is issued to that Participant under these Rules.

7.7 Confidentiality

A Participant must keep confidential all details of Options held or offered under these Rules unless permission to disclose details has been given by the Board or is required to be disclosed under law or applicable regulation (including the Listing Rules).

7.8 ASX Quotation

The Company will not apply for the quotation of Options on ASX.

8. VESTING

8.1 Exercise Conditions

Subject to Rules 8.3, 8.4 and 13.2, a Participant may not exercise an Option unless and until all Exercise Conditions specified in the Offer relating to the Option has been satisfied, reached or met.

8.2 Vesting notice

If any Options Vest, the Company must notify the Participant of the Vesting within 10 Business Days of the date of Vesting.

8.3 Waiver of Exercise Conditions

The Board may, at its discretion, by notice to the Participant reduce or waive the Exercise Conditions attaching to an Option in whole or in part at any time and in any particular case.

8.4 Vesting on cessation

If the Participant is an Involuntary Leaver A or Involuntary Leaver B, the Participant's Options Vest on the date the Participant ceases to be employed or engaged by a member of the Group.

9. EXERCISE

9.1 Exercise of Option during Exercise Period

A Participant may exercise an Option at any time during the Exercise Period for the Option by giving the Company:

- (a) a duly completed and executed Exercise Notice;
- (b) the Exercise Price (if any) for those Options in cleared funds; and
- (c) any certificate for those Options.

9.2 Issue of Shares

Subject to these Rules and in particular Rule 4.2, the Company will issue a Share on exercise of an Option on the relevant Exercise Date.

9.3 Shares rank equally

- (a) Unless otherwise provided in an Exercise Notice and subject to these Rules, Shares issued on the exercise of an Option rank equally with all existing Shares on and from the Date of Issue in respect of all rights issues, bonus share issues and dividends which have a record date for determining entitlements on or after the Date of Issue. For the avoidance of doubt, no such rights in relation to a Share exist in favour of a Participant prior the Date of Issue.
- (b) Each Participant agrees to accept Shares issued to him subject to the Constitution and agrees to be bound by the Constitution.
- (c) Each Participant agrees that the on-sale of Shares issued on the exercise of an Option may be restricted by law in the 12 months immediately following the Date of Issue. The Company may, but is not required to, issue such notices or lodge such documents to enable the on-sale of Shares in the 12 months immediately following the Date of Issue.

9.4 ASX Quotation

If the Company is admitted to the Official List of the ASX at the time of issue of Shares on the exercise of an Option, the Company will apply for (but does not guarantee) the quotation of those Shares in accordance with the Listing Rules.

10. LAPSE OF OPTIONS

10.1 Lapse of Options

An Option lapses on the earlier of:

- (a) the Exercise Date;
- (b) a Change of Control event occurring;
- (c) seven years from the Date of Grant or any earlier date determined by the Board and set out in the Offer;
- (d) the date the Board determines that the Option should lapse because the Participant (in the Board's opinion):
 - (i) has breached a material obligation under the Plan or any other staff equity participation arrangement;
 - (ii) has been dismissed or removed from office for a reason which entitles a body corporate in the Group to dismiss the Participant without notice;
 - (iii) has committed any act of fraud, defalcation or serious misconduct in relation to the affairs of that body corporate (whether or not charged with an offence) or gross dereliction of duty;

- (iv) has become insolvent, declared himself or herself or become bankrupt or entered into administration or does something or has done something which prevents the Participant from or will result in the Participant being unable to properly perform his or her duties; or
- (v) has done any act which brings a body corporate in the Group into disrepute;
- (e) the date the Participant holding the Option stops being employed by a member of the Group and is a Voluntary Leaver;
- (f) 360 days after the date the Participant holding the Option stops being employed by a member of the Group and is an Involuntary Leaver A;
- (g) 90 days after the date the Participant holding the Option stops being employed by a member of the Group and is an Involuntary Leaver B; or
- (h) the date the Board determines that the Option is incapable of Vesting.

10.2 Rights cease

If an Option lapses, all rights of a Participant under the Plan in respect of the Option cease.

10.3 Lapse notice

If any Options lapse, the Company must notify the Participant of the Vesting within 10 Business Days of the relevant date.

11. DEALINGS WITH OPTION

11.1 Options personal

Except where Options have been transferred under Rule 11.3, Options held by a Participant are personal to the Participant and may not be exercised by any other person.

11.2 No unauthorised disposal

Except as permitted under Rule 11.3, a Participant must not dispose of or grant any Security Interest over or otherwise deal with Options or any interest in Options, and any Security Interest or disposal or dealing will not be recognised in any manner by the Company.

11.3 No transfers

Subject to these Rules, a Participant may not dispose or transfer Options or any interest in Options without the prior written consent of the Board. Any purported disposal or transfer not in accordance with this Rule 11.3 is void and of no effect.

11.4 No hedging

A Participant must not enter into any arrangement to hedge or otherwise affect their economic exposure to any Options.

12. ADJUSTMENTS AND OTHER MATTERS

12.1 New issues

- (a) Participants are not entitled to participate in any new issue of securities in the Company to all existing holders of Shares unless they:
 - (i) have become entitled to exercise their Options under the Plan; and
 - (ii) exercise their Options before the record date for the determination of entitlements to the new issue of securities and participate as a result of being holders of Shares.
- (b) The Company must give Participants notice of any new issue of securities before the record date for determining entitlements to the new issue.

12.2 Bonus issues

If the Company makes a bonus issue of Shares or other securities to all existing holders of Shares (except an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) and any Option has not been exercised before the record date for determining entitlements to the bonus issue, then the number of underlying Shares over which the Option is exercisable is increased by the number of Shares which the Participant would have received if the Participant had exercised the Option before the record date.

12.3 Re-organisation of capital

If there is a reorganisation of capital of the Company, then the rights of a Participant (including the underlying Shares over which the Option is exercisable and/or the Exercise Price) are changed to the extent necessary to comply with the Listing Rules applying to the reorganisation of capital at the time of the reorganisation, whether or not the Company is subject to the Listing Rules at that time.

12.4 Winding up

If a resolution for a members' voluntary winding up of the Company is proposed (except for the purpose of a reconstruction or amalgamation) the Board may, in its absolute discretion, give written notice to Participants of the proposed resolution. Subject to the Exercise Conditions (or waiver or reduction of them), the Participants may, during the period referred to in the notice, exercise their Options. However, Options cannot be exercised under this Rule 12.4 after the period referred to in the notice.

12.5 Reorganisation of the Group

- (a) If at any time during which Options remain outstanding, the Board approves a reorganisation of the Group such that the Company is no longer to be the holding company of the Group, then the Board may require that each Participant exchange their Options for similar securities in the new holding company of the Group by notice in writing to each Participant.

- (b) If the Board delivers a notice under Rule 12.5(a), each Participant must, in a timely manner, do all things reasonably requested by the Board, including signing all documents, delivering all documents (including any security certificates), voting all securities, accepting such new securities, forfeiting all rights and releasing all persons, to give effect to the reorganisation of the Group.
- (c) Each Participant irrevocably appoints any two directors of the Company jointly as its agent and attorney with power to give effect to the reorganisation of the Group as contemplated in Rule 12.5(a), including the power of any two directors together to execute all necessary documents and deliver and accept all securities required to complete the reorganisation on behalf of that Participant.

12.6 Fractions of Shares

For the purposes of this Rule 12, if Options are exercised simultaneously, then the Participant may aggregate the number of Shares or fractions of Shares for which the Participant may subscribe. Fractions in the aggregate number only will be disregarded in determining the total entitlement of a Participant.

12.7 Calculations and adjustments

Any calculation or adjustment required under this Rule 12 will be made by the Board and is, in the absence of manifest error, final and conclusive and binding on the Company and the Participant.

12.8 Notice of change

The Company must within a reasonable period give each Participant notice of any change under these Rules to the number of Shares that the Participant will receive on exercise of an Option.

13. CHANGE OF CONTROL

13.1 Notice of an expected Change of Control

At least 10 Business Days before a Change of Control, the Board must give each Participant notice (**Change of Control Notice**) stating the proposed date of the Change of Control (**Change of Control Date**).

13.2 Effect of Change of Control Notice

If a Change of Control Notice is delivered then, on the Change of Control Date immediately prior to the Change of Control event:

- (a) all outstanding Options which have not Vested shall Vest; and
- (b) all Exercise Conditions relating to Options shall be waived,

and all Participants who hold Options may comply with Rule 9 in respect of those Options which they wish to exercise, such exercise to be subject to the Change of Control occurring.

13.3 If Change of Control does not occur

If the notified Change of Control does not occur:

- (a) the Board must give each Participant notice of the fact as soon as practicable;
- (b) all Change of Control Notices and Exercise Notices given in response shall be deemed to be null and void and of no effect; and
- (c) the Options survive.

14. ADMINISTRATION OF THE PLAN

14.1 Powers of Board

The Plan is administered by the Board. The Board has power to:

- (a) determine appropriate procedures and make regulations consistent with these Rules for the administration and operation of the Plan;
- (b) resolve conclusively all questions of fact or interpretation arising in connection with the Plan;
- (c) terminate or suspend the operation of the Plan at any time, if the termination or suspension does not adversely affect or prejudice the rights of Participants holding Options at that time;
- (d) delegate any functions and powers it may consider appropriate, for the efficient administration of the Plan, to any person or persons whom the Board reasonably believes to be capable of performing those functions and exercising those powers;
- (e) take and rely upon independent professional or expert advice in or in relation to the exercise of any of their powers or discretions under these Rules; and
- (f) administer the Plan in accordance with these Rules as and to the extent provided in these Rules.

14.2 Determination

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

14.3 Exercise of powers or discretion

The Board has absolute discretion in any determination, decision, approval or opinion by it under these Rules.

14.4 Expenses and costs

Subject to these Rules, the Company and each Subsidiary must pay any expense, cost and charge incurred in the administration of the Plan in the amounts and proportions as agreed by them.

14.5 Tax

- (a) Except as required by law, the Company is not responsible for any Tax which may become payable by a Participant in connection with the issue of Shares on the exercise of Options or any other dealing by a Participant with the Options or Shares.
- (b) If the Company is obligated in any jurisdiction to withhold Tax or is secondarily liable for any Tax, then the Company is authorised to deduct such Tax from any payments due to a Participant or to take such steps as appropriate to collect Tax from a Participant (which may include selling Options or Shares of a Participant).
- (c) The Company may be required by law to provide information about a Participant to Tax authorities and each Participant agrees to the Company providing such information.
- (d) The Company makes no representation as to any Tax or financial consequences of the Plan.

15. AMENDMENTS

15.1 Board may amend

Subject to Rule 4.4 and 15.2, the Board may at any time amend these Rules, or waive or modify the application of these Rules in relation to any Participant.

15.2 Consent of Participants

Subject to Rule 15.3, if a proposed amendment to these Rules would adversely affect the rights of Participants in respect of any Options then held by them, the Board must obtain the consent of Participants holding not less than 75% of the Options affected adversely by the proposed amendment.

15.3 Consent of Participants not required

Consent of Participants under Rule 15.2 is not required if the amendment is to:

- (a) comply with current or future legislation governing the Plan;
- (b) correct any manifest error or mistake;
- (c) comply with any applicable law or Listing Rule; or
- (d) address any possible adverse tax consequence for the Company.

16. RIGHTS OF PARTICIPANTS

16.1 No conferred rights

These Rules, participation in the Plan or the terms of any Offer do not:

- (a) confer any right or entitlement if such right is subject to shareholder approval;
- (b) confer on an Employee the right to receive an Offer;
- (c) confer on a Participant the right to continue as an Employee; and
- (d) affect any right the Company or any Subsidiary may have to terminate the employment of a Participant.

16.2 No impact on termination rights

These Rules, participation in the Plan or the terms of any Offer may not be used to increase damages in any action brought against the Company or any Subsidiary in respect of that termination.

16.3 Other schemes

Participation in the Plan does not affect, and is not affected by, participation in any other employee incentive scheme operated by the Company unless the terms of the other scheme provide otherwise.

16.4 General meetings

A Participant is not entitled to attend or vote at general meetings of holders of Shares in their role as a Participant alone.

17. NOTICES

Notices may be given by the Company to Participants in any manner as the Board may from time to time determine.

18. GOVERNING LAW

These Rules and the rights and obligations of Participants under the Plan are governed by the law of Victoria and each Participant irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.