

23 December 2021  
ASX Announcement

## AGM FY21

Dear Shareholder

On Behalf of the Directors of Credit Clear Limited (ASX: CCR) (Credit Clear or the Company), I am pleased to invite you to participate in the Company's Annual General Meeting (AGM or Meeting). Like last year, and considering the ongoing restrictions and uncertainties related to COVID-19, the AGM will be held online.

The AGM will be held at 11am on Monday, 31 January 2022 (AEDT).

Shareholders will be able to participate in our AGM by joining the live stream via an online platform and view the presentations given during the AGM by David Hentschke, Credit Clear CEO, and myself, as well as vote and ask questions live during the meeting.

We recommend logging onto the live online platform five minutes before the scheduled start time using the following instructions:

### To log in:

1. Enter <https://meetings.linkgroup.com/CCR21> into a web browser on a computer, mobile, or other online device.
2. Enter your unique access details
  - a. Shareholders will need their Securityholder Reference Number (SRN) or Holder Identification Number (HIN), which is printed at the top of the Proxy Form.
  - b. Proxy holders will need their proxy code, which Link markets Services will provide via an email prior to the Meeting.

Shareholders can ask questions of the board and our external auditor in the following ways:

- Before the AGM, questions can be submitted online at [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au) and/or by completing and returning the AGM Question Form prior to 5pm (AEDT) on Monday, 24 January 2022;
- In writing during the AGM via the online platform;
- Orally during the AGM using the telephone service. Please contact Link Market Services on 1800 990 363 or +61 1800 990 363 by Friday 5pm on 28 January 2022 to obtain a personalised PIN number.

Shareholders may vote on the resolutions to be considered at the AGM either by lodging a Proxy Form before the AGM or by voting online before or during the AGM. Please note, Proxy Forms should be submitted prior to the Proxy Deadline of (Monday, 24 January 2022).

Further information about how to log into the AGM online platform, to register for the Meeting, and to participate in the Meeting as a security holder is available in the Virtual Meeting Online Guide.

To Review and download the Notice of Meeting, Explanatory Memorandum, the Group's Annual Report and Virtual Meeting Online Guide, please go to <https://creditclear.com.au/investor-centre/results-and-reports.html>.

The Notice of Annual General Meeting (Notice) explains in detail the items of business you will be asked to consider at the AGM. You should carefully read the Notice and Explanatory Memorandum before deciding how to vote on the resolutions.

On behalf of the Board, I would like to thank you for your continued support during the year.

Yours faithfully



Gerd Schenkel  
Chair and Non-executive Director

## LODGE YOUR VOTE


 **ONLINE**  
[www.linkmarketservices.com.au](http://www.linkmarketservices.com.au)

 **BY MAIL**  
Credit Clear Limited  
C/- Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235 Australia

 **BY FAX**  
+61 2 9287 0309

 **BY HAND\***  
Link Market Services Limited  
Level 12, 680 George Street, Sydney NSW 2000

\*during business hours Monday to Friday (9:00am - 5:00pm)  
and subject to public health orders and restrictions

 **ALL ENQUIRIES TO**  
Telephone: 1300 554 474      Overseas: +61 1300 554 474

## LODGE MENT OF A PROXY FORM

This Proxy Form (and any Power of Attorney under which it is signed) must be received at an address given above by **11:00am (AEDT) on Saturday, 29 January 2022**, being not later than 48 hours before the commencement of the Meeting. Any Proxy Form received after that time will not be valid for the scheduled Meeting.

Proxy Forms may be lodged using the reply paid envelope or:

 **ONLINE**  
[www.linkmarketservices.com.au](http://www.linkmarketservices.com.au)

Login to the Link website using the holding details as shown on the Proxy Form. Select 'Voting' and follow the prompts to lodge your vote. To use the online lodgement facility, shareholders will need their "Holder Identifier" - Securityholder Reference Number (SRN) or Holder Identification Number (HIN).

## HOW TO COMPLETE THIS SHAREHOLDER PROXY FORM

### YOUR NAME AND ADDRESS

This is your name and address as it appears on the Company's share register. If this information is incorrect, please make the correction on the form. Shareholders sponsored by a broker should advise their broker of any changes. **Please note: you cannot change ownership of your shares using this form.**

### APPOINTMENT OF PROXY

If you wish to appoint the Chairman of the Meeting as your proxy, mark the box in Step 1. If you wish to appoint someone other than the Chairman of the Meeting as your proxy, please write the name of that individual or body corporate in Step 1. A proxy need not be a shareholder of the Company.

### DEFAULT TO CHAIRMAN OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chairman of the Meeting, who is required to vote those proxies as directed. Any undirected proxies that default to the Chairman of the Meeting will be voted according to the instructions set out in this Proxy Form, including where the Resolutions are connected directly or indirectly with the remuneration of KMP.

### VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

You may direct your proxy how to vote by placing a mark in one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

### APPOINTMENT OF A SECOND PROXY

You are entitled to appoint up to two persons as proxies to attend the Meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the Company's share registry or you may copy this form and return them both together.

To appoint a second proxy you must:

- on each of the first Proxy Form and the second Proxy Form state the percentage of your voting rights or number of shares applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded; and
- return both forms together.

### SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided:

**Individual:** where the holding is in one name, the holder must sign.

**Joint Holding:** where the holding is in more than one name, either shareholder may sign.

**Power of Attorney:** to sign under Power of Attorney, you must lodge the Power of Attorney with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

**Companies:** where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the *Corporations Act 2001*) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

### CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting virtually the appropriate "Certificate of Appointment of Corporate Representative" must be received at [vote@linkmarketservices.com.au](mailto:vote@linkmarketservices.com.au) prior to the meeting. A form of the certificate may be obtained from the Company's share registry or online at [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au).

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 ADDRESS LINE 1  
 ADDRESS LINE 2  
 ADDRESS LINE 3  
 ADDRESS LINE 4  
 ADDRESS LINE 5  
 ADDRESS LINE 6



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## PROXY FORM

I/We being a member(s) of Credit Clear Limited and entitled to attend and vote hereby appoint:

STEP 1

### APPOINT A PROXY

the Chairman of the Meeting (mark box)

OR if you are **NOT** appointing the Chairman of the Meeting as your proxy, please write the name and email of the person or body corporate you are appointing as your proxy. An email will be sent to your appointed proxy with details on how to access the virtual meeting.

Name

Email

or failing the person or body corporate named, or if no person or body corporate is named, the Chairman of the Meeting, as my/our proxy to act on my/our behalf (including to vote in accordance with the following directions or, if no directions have been given and to the extent permitted by the law, as the proxy sees fit) at the Annual General Meeting of the Company to be held at **11:00am (AEDT) on Monday, 31 January 2022 (the Meeting)** and at any postponement or adjournment of the Meeting.

The Meeting will be conducted as a virtual meeting and you can participate by logging in online at <https://meetings.linkgroup.com/CCR21>. You can view and download the **Notice of Annual General Meeting** and Online Meeting Guide at the Company's website at <https://creditclear.com.au/>.

**Important for Resolutions 1, 4, 5, 6, 7 and 8:** If the Chairman of the Meeting is your proxy, either by appointment or by default, and you have not indicated your voting intention below, you expressly authorise the Chairman of the Meeting to exercise the proxy in respect of Resolutions 1, 4, 5, 6, 7 and 8, even though the Resolutions are connected directly or indirectly with the remuneration of a member of the Company's Key Management Personnel (**KMP**).

**The Chairman of the Meeting intends to vote undirected proxies in favour of all Resolutions.**

STEP 2

### VOTING DIRECTIONS

Proxies will only be valid and accepted by the Company if they are signed and received no later than 48 hours before the Meeting. Please read the voting instructions overleaf before marking any boxes with an

#### Resolutions

|   | For                      | Against                  | Abstain*                 |   | For                      | Against                  | Abstain*                 |
|---|--------------------------|--------------------------|--------------------------|---|--------------------------|--------------------------|--------------------------|
| 1 Adoption of Remuneration Report   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9 Previous Issue of Options   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 Election of Director – Hugh Robertson   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 10 Previous Issue of Options  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 Re-election of Director – Lewis Romano  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 11 Issue of Options under the Company Equity Incentive Plan Rules                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 Issue of Shares to Gerd Schenkel (or his nominee)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 12 Approval to increase Non-Executive Directors' remuneration fee cap             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 Issue of Shares to Marcus Price (or his nominee)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 13 Approval of the granting of a financial benefit to Mark Casey (or his nominee) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 Issue of Shares to Mark Casey (or his nominee)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                          |                          |                          |
| 7 Issue of Shares to Hugh Robertson (or his nominee)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                          |                          |                          |
| 8 Issue of Options to Lewis Romano (or his nominee) under the Company's Equity Incentive Plan Rules | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                          |                          |                          |



\* If you mark the Abstain box for a particular Item, you are directing your proxy not to vote on your behalf on a poll and your votes will not be counted in computing the required majority on a poll.

STEP 3

### SIGNATURE OF SHAREHOLDERS – THIS MUST BE COMPLETED

Shareholder 1 (Individual)

Joint Shareholder 2 (Individual)

Joint Shareholder 3 (Individual)

Sole Director and Sole Company Secretary

Director/Company Secretary (Delete one)

Director

This form should be signed by the shareholder. If a joint holding, either shareholder may sign. If signed by the shareholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth).

CCR PRX2201N



## LODGE YOUR QUESTIONS



**ONLINE**  
[www.linkmarketservices.com.au](http://www.linkmarketservices.com.au)



**BY MAIL**  
Credit Clear Limited  
C/- Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235 Australia



**BY FAX**  
+61 2 9287 0309



**BY HAND**  
Link Market Services Limited  
Level 12, 680 George Street, Sydney NSW 2000



**ALL ENQUIRIES TO**  
Telephone: 1300 554 474 Overseas: +61 1300 554 474



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## AGM QUESTION FORM

Please use this form to submit any questions about Credit Clear Limited ("the Company") that you would like us to respond to at the Company's 2022 Annual General Meeting. Your questions should relate to matters that are relevant to the business of the meeting, as outlined in the accompanying Notice of Meeting and Explanatory Memorandum. If your question is for the Company's auditor it should be relevant to the content of the auditor's report, or the conduct of the audit of the financial report.

This form must be received by the Company's share registrar, Link Market Services Limited, by **5:00 PM (AEST) on Monday, 24 January 2022**.

Questions will be collated. During the course of the Annual General Meeting, the Chairman of the Meeting will endeavour to address as many of the more frequently raised shareholder topics as possible and, where appropriate, will give a representative of the Company's auditor, the opportunity to answer written questions submitted to the auditor. However, there may not be sufficient time available at the meeting to address all topics raised. Please note that individual responses will not be sent to shareholders.

My question relates to *(please mark the most appropriate box)*

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Performance or financial reports | <input type="checkbox"/> A resolution being put to the AGM | <input type="checkbox"/> General suggestion |
| <input type="checkbox"/> Remuneration Report              | <input type="checkbox"/> Sustainability/Environment        | <input type="checkbox"/> Other              |
| <input type="checkbox"/> My question is for the auditor   | <input type="checkbox"/> Future direction                  |   |

QUESTION

SAMPLE

QUESTION FORM

QUESTIONS

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|---|--|---|
| <input type="checkbox"/> Performance or financial reports | <input type="checkbox"/> A resolution being put to the AGM | <input type="checkbox"/> General suggestion |
| <input type="checkbox"/> Remuneration Report              | <input type="checkbox"/> Sustainability/Environment        | <input type="checkbox"/> Other              |
| <input type="checkbox"/> My question is for the auditor   | <input type="checkbox"/> Future direction                  |   |
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# creditclear limited

**CREDIT CLEAR LTD**

**ACN 604 797 033**

## **NOTICE OF ANNUAL GENERAL MEETING**

**The Annual General Meeting of the Company will be held virtually on  
31 January 2022 at 11.00am (AEDT) using the online platform  
provided by our share registry, Link Market Services:**

**<https://meetings.linkgroup.com/CCR21>**

*The Notice of Annual General Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their accountant, solicitor or other professional adviser prior to voting.*

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**CREDIT CLEAR LIMITED**

**A C N 604 797 033**

**NOTICE OF ANNUAL GENERAL MEETING**

Notice is hereby given that the annual general meeting of Shareholders of Credit Clear Limited (**Company**) as required by section 250N of the *Corporations Act 2001* (Cth) will be held virtually on Monday 31 January 2022 at 11:00am (AEDT) (**Meeting**).

**AGENDA**

**1. Ordinary Business – Financial Statements and Reports**

To receive and consider the Financial Report, Directors' Report and Auditor's Report for the Company and its consolidated entities for the financial year ended 30 June 2021.

**NOTE: THERE IS NO REQUIREMENT FOR SHAREHOLDERS TO APPROVE THESE REPORTS.**

**2. Resolution 1 – Adoption of Remuneration Report**

To consider and, if thought fit, pass the following advisory only Resolution:

*"That, for the purposes of section 250R(2) of the Corporations Act and for all other purposes, approval is given for the Adoption of the Remuneration Report."*

**NOTE: THE RESOLUTION IS ADVISORY ONLY AND DOES NOT BIND THE COMPANY OR DIRECTORS.**

**3. Resolution 2 – Election of Director – Hugh Robertson**

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

*"That Hugh Robertson, a Director appointed by the Directors as an additional Director on the Board, who in accordance with the Company's Constitution holds office only until the close of the AGM, and who is eligible for re-election, be re-elected as a Director of the Company."*

**4. Resolution 3 – Re-election of Director – Lewis Romano**

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

*"That, in accordance with the Company's Constitution and for all other purposes, Lewis Romano, who retires by rotation and, being eligible, offers himself for re-election, is re-elected as a Director of the Company."*

**5. Resolution 4: Issue of Shares to Gerd Schenkel (or his nominee)**

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

*"That for the purposes of ASX Listing Rule 10.11, Listing Rule 7.2 Exception 14 and for all other purposes, shareholders approve the issue of Shares in the Company to Gerd Schenkel (or his nominee) in lieu of cash remuneration, on the terms and conditions as described in the Explanatory Statement which accompanies and forms part of this Notice."*

**6. Resolution 5 – Issue of Shares to Marcus Price (or his nominee)**

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

*"That for the purposes of ASX Listing Rule 10.11, Listing Rule 7.2 Exception 14 and for all other purposes, shareholders approve the issue of Shares in the Company to Marcus Price (or his nominee), in lieu of cash remuneration, on the terms and conditions as described in the Explanatory Statement which accompanies and forms part of this Notice."*

**7. Resolution 6 – Issue of Shares to Mark Casey (or his nominee)**

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

*"That for the purposes of ASX Listing Rule 10.11, Listing Rule 7.2 Exception 14 and for all other purposes, shareholders approve the issue of Shares in the Company to Mark Casey (or his nominee), in lieu of cash remuneration, on the terms and conditions as described in the Explanatory Statement which accompanies and forms part of this Notice."*

**8. Resolution 7 – Issue of Shares to Hugh Robertson (or his nominee)**

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

*“That for the purposes of ASX Listing Rule 10.11, Listing Rule 7.2 Exception 14 and for all other purposes, shareholders approve the issue of Shares in the Company to Hugh Robertson (or his nominee), in lieu of cash remuneration, on the terms and conditions as described in the Explanatory Statement which accompanies and forms part of this Notice.*”

**9. Resolution 8 – Issue of Options to Lewis Romano (or his nominee) under the Company’s Equity Incentive Plan Rules**

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

*“That for the purpose of ASX Listing Rule 10.11, Listing Rule 7.2 Exception 14 and for all other purposes, shareholders approve the issue of up to 500,000 Options to Lewis Romano (or his nominee), in lieu of cash remuneration, under the Equity Incentive Plan Rules on the terms and conditions as described in the Explanatory Statement which accompanies and forms part of this Notice.”*

**10. Resolution 9 - Previous Issue of Options**

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

*“That the issue of 1,720,000 Options in the Company on 21 April 2021 on the terms summarised in the Explanatory Notes accompanying this notice of meeting, be approved and ratified for the purposes of Listing Rules 7.4 of the ASX Listing Rules and for all other purposes”.*

**11. Resolution 10 - Previous Issue of Options**

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

*“That the issue of 70,000 Options in the Company on 30 September 2021 on the terms summarised in the Explanatory Notes accompanying this notice of meeting, be approved and ratified for the purposes of Listing Rules 7.4 of the ASX Listing Rules and for all other purposes”.*

**12. Resolution 11 - Issue of Options under the Company Equity Incentive Plan Rules**

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

*“That the issue of up to 10,300,000 Options in the Company on the terms summarised in the Explanatory Notes accompanying this notice of meeting, be approved and ratified for the purposes of Listing Rules 7.4 of the ASX Listing Rules and for all other purposes”.*

**13. Resolution 12 – Approval to increase Non-Executive Directors’ remuneration fee cap**

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

*“That in accordance with ASX Listing Rule 10.17 and Rule 62 of the Constitution and for all other purposes, approval is given to increase the maximum aggregate amount of fees that may be paid each year to the Non - Executive Directors of the Company from \$500,000 to \$650,000.*”

**14. Resolution 13 – Approval of the granting of a financial benefit to Mark Casey (or his nominee)**

To consider and, if thought fit, pass the following Resolution as an ordinary Resolution:

*“That approval is given for granting of a financial benefit equivalent to \$875,000, comprising of a cash contribution of \$650,000 and the benefit of payments of \$225,000 made under the Company’s insurance policies to Mark Casey (or his nominee), a Director of the Company, in connection with the settlement of material litigation involving the Company, and otherwise on the terms and conditions set out in the Explanatory Statement under and for the purposes of Chapter 2E of the Corporations Act and for all other purposes.”*



**BY ORDER OF THE BOARD OF DIRECTORS**

A handwritten signature in blue ink, reading "R Hollands", enclosed within a thin black rectangular border.

Ron Hollands - Company Secretary  
23 December 2021

## IMPORTANT INFORMATION FOR SHAREHOLDERS

### Entitlement to vote

To be eligible to vote and ask questions at the AGM, you must be a registered holder of ordinary shares in the Company at 7.00pm AEST on Friday 28 January 2022. Eligible Shareholders may vote on all Resolutions, subject to any voting restrictions that may apply.

### How to vote

Eligible Shareholders can choose to vote as follows:

- Lodge a direct vote before the AGM either online, on a mobile device or by completing a paper Shareholder Voting Form. Instructions on how to do complete and lodge a Shareholder Voting Form are detailed on the Shareholder Voting Form.
- Appoint a Proxy before the AGM to vote on your behalf at the AGM.

Each Shareholder who is entitled to attend and vote at the AGM may appoint not more than two proxies to attend and vote at the AGM on the Shareholder's behalf. A proxy need not be a Shareholder of the Company and may be either an individual or a body corporate. Where two proxies are appointed by a Shareholder, the Shareholder may specify the proportion or number of votes which each proxy is entitled to exercise on a poll. If the appointment does not specify the proportion or number of the Shareholder's votes, each proxy may exercise one half of the votes (disregarding fractions) on a poll.

***Direction to Chairman:*** *If the Chairman of the Meeting is appointed, or taken to be appointed, as proxy, the Shareholder can direct the Chairman of the Meeting to vote for or against or to abstain from voting on a Resolution, by marking the appropriate box opposite each Resolution on the Shareholder Voting Form. However, if a Shareholder appoints the Chairman of the Meeting as proxy and does not direct the Chairman how to vote on the proposed Resolutions set out in this Notice, then the Chairman intends to vote all available undirected proxies in favour of each of the proposed Resolutions.*

To be considered valid, Shareholder Voting Forms must be received by Link Market Services by 11.00am AEST on Saturday 29 January 2022 (being 48 hours before the commencement of the AGM)

- **Lodge a direct vote during the online AGM**
  - Logging onto the online AGM platform at <https://meetings.linkgroup.com/CCR21> and entering requested details
  - Clicking on 'Get a Voting Card'
  - Entering your Shareholder Number and postcode for your shareholding country, if outside of Australia
  - Completing and submitting your vote

## VOTING RESTRICTIONS

### Resolution 1 – Remuneration Report:

The Company will disregard any votes cast on Resolution 1 (Remuneration Report) as follows:

A vote must not be cast (in any capacity) on Resolution 1, and the Company will disregard any votes cast on Resolution 1:

- By a member of KMP whose remuneration details are included in the Remuneration Report for the financial year ended 30 June 2021 or their closely related parties<sup>1</sup> (such as close family members and any controlled companies) regardless of the capacity in which the is cast; or
- Any members of the KMP as at the date of the AGM, or their closely related parties, as proxy for another Shareholder. A vote will not be disregarded if they are cast as a proxy for a Shareholder entitled to vote on Resolution 1:
- in accordance with the directions on the Shareholder proxy form (ie, the person has specified how the proxy is to vote (For, Against or Abstain) on Resolution 1; or
- by the Chairman of the AGM as the Shareholder expressly authorises the Chairman of the AGM to exercise the proxy even though Resolution 1 is connected directly or indirectly with the remuneration of the KMP.

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<sup>1</sup> For the full definition of 'closely related party', please refer to section 9 of the *Corporations Act 2001*.

**Resolutions 4, 5, 6 and 7: Issue of Shares to Messrs Gerd Schenkel, Marcus Price, Mark Casey and Hugh Robertson (or their respective nominees)**

The Company will disregard any votes cast in favour of each of Resolutions 4, 5, 6 and 7 by or on behalf of:

- a person referred to in Listing Rules 10.11.1, 10.11.2 or 10.11.3; or
- an associate of those persons.

However, this does not apply to a vote cast in favour of each of Resolutions 4, 5, 6 and 7 by:

- a person as proxy or attorney for a person who is entitled to vote on a Resolution, in accordance with directions given to the proxy or attorney to vote on that Resolution in that way; or
- the Chairman of the Meeting as proxy or attorney for a person who is entitled to vote on a Resolution, in accordance with a direction given to the Chairman of the Meeting to vote on that Resolution as the Chairman of the Meeting 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:
  - o 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 a Resolution; and
  - o the holder votes on that Resolution in accordance with directions given by the beneficiary to the holder **TO VOTE IN** that way.

**Resolution 8 – Issue of Options to Lewis Romano (or his nominee) under the Company’s Equity Incentive Plan Rules**

The Company will disregard any votes cast in favour of Resolution 8 by or on behalf of:

- (a) Lewis Romano; or
- (b) an associate of Lewis Romano.

However, this does not apply to a vote cast in favour of Resolution 8 by:

- a person as proxy or attorney for a person who is entitled to vote on a Resolution, in accordance with directions given to the proxy or attorney to vote on that Resolution in that way; or
- the Chairman of the Meeting as proxy or attorney for a person who is entitled to vote on a Resolution, in accordance with a direction given to the Chairman of the Meeting to vote on that Resolution as the Chairman of the Meeting 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:
  - o 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 a Resolution; and
  - o the holder votes on that Resolution in accordance with directions given by the beneficiary to the holder **TO VOTE IN** that way.

**Resolution 9 - Previous Issue of Options**

The Company will disregard any votes cast on Resolution 9 by a Shareholder who may receive the relevant Options that are the subject of this Resolution and a Shareholder who obtains a benefit, except a benefit solely in the capacity of a holder of Option Securities, if the Resolution is passed, and any associates of those Shareholders. However, the Company will not disregard a vote if it is cast:

- as a proxy for a Shareholder who is entitled to vote, in accordance with the directions on the proxy form; or
- by the person chairing the meeting as proxy for a Shareholder who is entitled to vote, in accordance with the directions on the form to vote as the proxy decides.

**Resolution 10 - Previous Issue of Options**

The Company will disregard any votes cast on Resolution 10 by a Shareholder who may receive the relevant Options that are the subject of this Resolution and a Shareholder who obtains a benefit, except a benefit solely in the capacity of a holder of Option Securities, if the Resolution is passed, and any associates of those Shareholders. However, the Company will not disregard a vote if it is cast:

- as a proxy for a Shareholder who is entitled to vote, in accordance with the directions on the proxy form; or

- by the person chairing the meeting as proxy for a Shareholder who is entitled to vote, in accordance with the directions on the form to vote as the proxy decides.

#### **Resolution 11 - Issue of Options under the Company Equity Incentive Plan Rules**

The Company will disregard any votes cast on Resolution 11 by any shareholder who may receive the relevant options that are the subject of this Resolution and a Shareholder who obtains a benefit, except a benefit solely in the capacity of a holder of Option Securities, if the Resolution is passed, and any associates of those Shareholders. However, the Company will not disregard a vote if it is cast:

- as a proxy for a Shareholder who is entitled to vote, in accordance with the directions on the proxy form; or
- by the person chairing the meeting as proxy for a Shareholder who is entitled to vote, in accordance with a direction on the form to vote as the proxy decides.

#### **Resolution 12 - Approval to increase Non-Executive Directors' remuneration fee cap**

The Company will disregard any votes cast:

- in favour of this Resolution by or on behalf of the Directors and any of their associates, regardless of the capacity in which the vote is cast; and
- on this Resolution as a proxy by a member of the Key Management Personnel (KMP) at the date of the meeting, or that KMP's Closely Related Party.

However, the Company will not disregard a vote if it is cast as a proxy for a person who is entitled to vote on this Resolution:

- in accordance with the directions of how to vote on the Proxy Form; or
- by the Chairman of the Meeting pursuant to an express authorisation on the Proxy Form even if the Resolution is connected directly or indirectly with the remuneration of a KMP member.

#### **Resolution 13 – Approval of payment to Mark Casey (or his nominee)**

The Company will disregard any votes cast (in any capacity) by or on behalf of:

- Mark Casey or his Associates; or
- a related party of the Company to whom Resolution 13 would permit a financial benefit to be given, or an Associate of such related party,  
unless:
  - it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on the Resolution; and
  - it is not cast on behalf of a related party or an Associate of such related party.

#### **VOTING PROCEDURE**

##### **ANNUAL REPORT - ONLINE**

The Company's Annual Report for the financial year ended 30 June 2021 is available on the Company's website at <http://www.creditclear.com.au/> or by emailing [warwick.lace@creditclear.com.au](mailto:warwick.lace@creditclear.com.au).

##### **QUESTIONS FROM SHAREHOLDERS**

Shareholders are invited to register questions in advance of the AGM. If you would like further information on the Company or would like to ask a question of the Company or the Auditor at this AGM, you may submit your questions by email by completing a 'Lodge Your Questions' form to [warwick.lace@creditclear.com.au](mailto:warwick.lace@creditclear.com.au). Shareholders may submit written questions to the auditor about its audit report or the conduct of the audit.

Written questions must be received no later than 5 business days before the Meeting, being **5:00 PM (AEST) on Monday, 24 January 2022**.

The Chairman will endeavour to address as many of the more frequently raised questions as possible during the AGM. However, there may not be enough time to address all questions raised. Please note that individual responses will not be sent to Shareholders.

## **EXPLANATORY STATEMENT**

The accompanying Explanatory Statement forms part of this Notice of Meeting and should be read in conjunction with it.

### **Ordinary Business – Financial Statements and Reports**

The Corporations Act requires the reports of the Directors and of the Company's auditor and the annual financial report for the year to 30 June 2021, including the financial statements, to be put before the Meeting and the Constitution provides for those reports and statements to be received and considered at the Meeting. Neither the Corporations Act nor the Constitution requires a vote of Shareholders at the Meeting on the reports or statements.

Shareholders are encouraged to raise questions on the reports and statements by completing a 'Lodge Your Questions' form as detailed above.

Whilst the Company will not provide a hard copy of the Company's annual financial report unless specifically requested to do so, Shareholders may view the Company annual financial report on its website at [www.creditclear.com.au](http://www.creditclear.com.au).

### **Resolution 1 – Adoption of Remuneration Report**

The Remuneration Report is set out in the Company's Annual Report for the period ending 30 June 2021. This report sets out the remuneration arrangements in place for Directors and key executives of the Company.

Section 250R(2) of the Corporations Act requires a Resolution that the remuneration report be adopted must be put to the vote. This Resolution seeks this approval. However, in accordance with section 250R(3) of the Corporations Act, Shareholders should note that this Resolution is an "advisory only" Resolution which does not bind the Directors of the Company.

Following consideration of the Remuneration Report, the Chairman, in accordance with section 250SA of the Corporations Act, must give Shareholders a reasonable opportunity to ask questions about, or make comments on, the Remuneration Report.

Under recent reforms to the Corporations Act, if 25% or more of the votes on this Resolution are against adopting the remuneration report, the Company will be required to consider and report to Shareholders in the next Remuneration Report on what action (if any) has been taken in response to Shareholder concerns, and if no action is proposed to be taken, the Board's reasons for this.

Shareholders also need to be aware that as a result of the legislation which became effective on 1 July 2011 a "two strikes" process will apply to the results of voting in relation to Resolution 2. This means that if the Resolution proposing to adopt the Remuneration Report receives a "no" vote of over 25% of votes cast by those attending in person or by proxy and permitted to vote, at two successive annual general meetings, then at the second of those annual general meetings, an extra Resolution must be put to the meeting proposing that another general meeting should be held within 90 days of the second annual general meeting. A simple majority of over 50% of the votes cast at such annual general meeting is required to pass this extra Resolution. If the Resolution is passed, within 90 days, another general meeting must be held at which all the Directors, except the Chief Executive Officer and any new Directors appointed since the date of the 2021 annual general meeting, will be required to resign, and offer themselves for re-election. These provisions are colloquially referred to as the "two strikes rule" and the "spill Resolution" to be put to the "spill meeting". If at the spill meeting, the Resolutions are all passed against re-electing the relevant Directors, the legislation includes a mechanism to ensure the Board continues with the statutory required minimum of 3 Directors. After the Chief Executive Officer, the remaining positions will be filled by the Directors whose re-election Resolutions at the spill meeting received the highest percentage of votes in favour of re-election. If the number of votes is the same for Directors, the Chief Executive Officer and any other Director whose re-election has been confirmed at this spill meeting, can choose who is to become the new Director, with such appointment to be confirmed by Shareholders at the next annual general meeting.

Resolution 1 is an advisory only Resolution and does not bind the Company or its Directors. However, the Board will consider the outcome of the vote and comments made by Shareholders on the Remuneration Report at the AGM when reviewing the Company's remuneration policies.

### **Board recommendation:**

**Noting each Director has a personal interest in their own remuneration from the Company, as described in the Remuneration Report, the Board recommends Shareholder's vote in favour of the Advisory Resolution to adopt the Remuneration Report.**

### **Resolution 2 – Election of Director – Hugh Robertson**

Clause 58 allows the Directors of the Company to appoint any person as a Director to fill a casual vacancy or as an addition to the existing Directors. A Director appointed under clause 58 (unless an Executive Director which Hugh Robertson is not) will hold office until the end of the next AGM of the Company (ie: this AGM) at which point the said Director may be re-elected. Hugh Robertson has sought re-election at this AGM.

Hugh Robertson was appointed a Director of the Company on 22 September 2021. Hugh brings over 35 years' experience in financial services and equity markets across various market leading groups, including his current role as Director and his significant experience will be highly valuable in supporting the Company as it continues to execute on growth.

Hugh Robertson is a Non-Executive Director of the Company and a member of the Remuneration and Independent Litigation Committees.

He has an indirect interest in 3,018,598 shares in the Company.

**Directors' recommendation:**

**Each of the Directors (excluding Hugh Robertson) recommends that Shareholders vote in favour of Resolution 2.**

**Resolution 3 – Re-election of Director – Lewis Romano**

Clause 59.1 of the Constitution requires that at every Annual General Meeting, one third of the Directors must retire, but are eligible for re-election at that Annual General Meeting.

The Directors to retire are those who have been in office for three years since their appointment or last reappointment or have been longest in office since their appointment or last re-appointment, or, if the Directors have been in office for an equal length of time, by agreement.

Both Lewis Romano and Gerd Schenkel were appointed Directors on 16 November 2018. It has been agreed by the Directors that Lewis Romano retire by rotation at the Meeting and, being eligible, he offers himself for re-election as a Director.

Lewis is a dynamic entrepreneur who successfully founded and grew three businesses before he was 30. He was named on Smart Company Australia's 'Hot 30 under 30' list in 2016.

After attending Bond University to study Business Entrepreneurship, Lewis gained experience in marketing and sales founding his first business in bespoke fashion e-commerce. Lewis went on to jointly establish SpotJobs.com which became Australia's third largest online job site. After successfully exiting that business, Lewis turned his focus to the creation of Credit Clear in 2016. Lewis remains a key driver of many fundamental client and strategic relationships for the Credit Clear business.

Lewis is also a member of the Technology and Strategy Committee.

He has an indirect interest in 5,005,223 shares and a direct interest in 2,000,000 Options in the Company.

**Directors' recommendation:**

**Each of the Directors (excluding Lewis Romano) recommends that Shareholders vote in favour of Resolution 3.**

**Resolutions 4 to 7: Issue of Shares to Messrs Gerd Schenkel, Marcus Price, Mark Casey and Hugh Robertson (or their respective nominees)**

The Board recently resolved, subject to shareholder approval, that Director fees would be paid in shares vs cash remuneration. The Board believes that this approach, inter alia, aligns their interests with those of Shareholders by linking their remuneration to the long term success of the Company and its financial performance. Further, the issue of shares to the Directors in lieu of cash remuneration is a cost effective and efficient way to preserve the Company's current cash reserves. Accordingly, shareholder approval is being sought for each respective issue of fully paid, ordinary class shares. None of the company's non-executive Directors receive any cash remuneration.

ASX Listing Rule 10.11 provides that the Company must not issue equity securities to a Director or an associate of a Director without shareholder approval. Further, Listing Rule 7.1 prohibits a listed entity from issuing in any 12 month period new shares, or securities convertible to shares, which are equivalent in number to more than 15% of the total number of ordinary securities on issue at the beginning of the 12 month period without the prior approval of Shareholders, unless the issue of equity securities is subject to an exception.

Listing Rule 7.2 Exception 14 provides that where an issue of securities is approved by Shareholders for the purposes of ASX Listing Rule 10.11, then it will be exempt from the Company's 15% placement capacity restriction.

If Resolutions 4, 5, 6 or 7 are passed, the Company will be able to issue Shares to a respective Director (or their nominee) without impacting the Company's 15% security placement limit under ASX Listing Rule 7.1.

Subject to Shareholder approval for Resolutions 4, 5, 6 or 7 being received, the Board has determined, and each Director has agreed, that the Company will issue Shares in lieu of cash remuneration for the period 1 July 2021 to 31 December 2021. All shares approved to be issued, will be issued by the company within 1 month of this meeting being held.

**If the Resolution is not passed by shareholders, then the Company will pay the equivalent cash remuneration for these services.**

The company proposes that a VWAP<sup>2</sup> (for the period 1 July 2021 to 30 September 2021 - 3 months) and then for the period 1 October 2021 to 31 December 2021 - 3 months, be used to determine the quantum of shares to be issued in lieu of cash remuneration.

*The following annual Director and Committee Member fees were agreed by the Board:*

| <b>Role</b>                   | <b>Annual Fee p.a. (inclusive of superannuation)</b> |
|-------------------------------|--|
| Board Chair                   | \$25,000 (additional to NED fee)                     |
| Non- Executive Director (NED) | \$70,000   |
| Committee Chair               | \$10,000 (additional to Committee Member fee)        |
| Committee Member              | \$10,000   |

Note: Lewis Romano as an Executive Director is not entitled to Board or Committee fees.

*Total Director and Committee Member fees for the year ending 30 June 2022*

| <b>Name</b>                                  | <b>Board</b>                         | <b>Audit &amp; Risk Committee (Chair is currently vacant)</b> | <b>Technology &amp; Strategy Committee*</b> | <b>Remuneration Committee</b> | <b>Independent Board Committee</b> | <b>Total</b>     |
|--|--------------------------------------|---|---|-------------------------------|------------------------------------|------------------|
| Gerd Schenkel                                | \$95,000 (includes \$25,000 – Chair) | \$10,000  |   | \$20,000                      | \$20,000                           | \$145,000        |
| Marcus Price                                 | \$70,000                             |   | \$20,000                                    | \$10,000                      | \$10,000                           | \$110,000        |
| Mark Casey                                   | \$70,000                             |   |   | \$10,000                      |                                    | \$80,000         |
| Hugh Robertson (appointed 23 September 2021) | \$53,890                             |   |   | \$7,699                       | \$7,699                            | \$69,288         |
| <b>Total</b>                                 | <b>\$288,890</b>                     | <b>\$10,000</b>   | <b>\$20,000</b>                             | <b>\$47,699</b>               | <b>\$37,699</b>                    | <b>\$404,288</b> |

Total proposed Director and Committee Member fees for which approval is sought to issue shares in lieu of cash.

| Name   | 1 July 2021 to 30 September 2021- Director and Committee fees due | Proposed shares to be issued <sup>3</sup> | 1 October 2021 to 31 December 2021- Director and Committee fees due | Proposed shares to be issued <sup>4</sup> | 1 July 2021 to 31 December 2021- Director and Committee fees Total | Estimated proposed shares to be issued – 1 July 2021 to 31 January 2022- Director and Committee fees |
|--|---|---|---|---|--|--|
| Gerd Schenkel                                | \$26,350  | 70,628                                    | \$36,250  | 67,712                                    | \$72,500   | 140,340  |
| Marcus Price                                 | \$27,500  | 53,580                                    | \$27,500  | 52,885                                    | \$55,000   | 106,465  |
| Mark Casey                                   | \$20,000  | 38,967                                    | \$20,000  | 38,462                                    | \$40,000   | 77,429   |
| Hugh Robertson (appointed 23 September 2021) | \$1,788   | 3,484                                     | \$22,500  | 43,269                                    | \$24,288   | 46,753   |
| <b>Total</b>                                 | <b>\$85,538</b>   | <b>166,659</b>                            | <b>\$106,250</b>  | <b>204,327</b>                            | <b>\$191,788</b>   | <b>370,986</b>   |

Note that voting exclusions apply to Resolutions 4 to 7 in the terms set out in this Notice.

#### The number of Shares to be issued and issue prices

The estimated number of Fully Paid, Ordinary Class Shares (Shares) to be issued under Resolutions 4 to 7 is 370,986 determined by dividing Remuneration due of \$191,788 by the VWAP (per above) for all trading days in the period in which the remuneration was due/will be payable. Refer table below for a sensitivity analysis concerning shares that could be issued depending upon varying VWAP's for the period 1 October 2021 to 31 December 2021.

| Director       | Remuneration proposed to be issued in shares from 1 October 2021 to 31 December 2021 on VWAP for that period - \$ | Hypothetical number of Shares to be issued based on a VWAP of |                |                |
|----------------|---|---|----------------|----------------|
|                |   | \$0.52  | \$0.42         | \$0.62         |
| Gerd Schenkel  | \$36,250  | 69,712  | 86,310         | 58,468         |
| Marcus Price   | \$27,500  | 52,885  | 65,476         | 44,355         |
| Mark Casey     | \$20,000  | 38,462  | 47,619         | 32,258         |
| Hugh Robertson | \$22,500  | 43,269  | 53,571         | 36,290         |
| <b>Total</b>   | <b>\$106,250</b>  | <b>204,327</b>  | <b>252,976</b> | <b>171,371</b> |

The fully paid ordinary class shares, proposed to be issued under Resolutions 4 to 7, will be the same terms as all other issued ordinary class shares. No funds will be raised by the issue of any shares under Resolutions 4 to 7.

#### Current interest in securities

| Director       | Shares |            | Options   |          |
|----------------|--------|------------|-----------|----------|
|                | Direct | Indirect   | Direct    | Indirect |
| Gerd Schenkel  | -      | 201,667    | 4,000,000 | -        |
| Marcus Price   | -      | 833,334    | 2,500,000 | -        |
| Mark Casey     | -      | 30,940,323 | 800,000   | -        |
| Hugh Robertson | -      | 3,018,598  | -         | -        |

#### Corporations Act considerations

<sup>3</sup> Based on VWAP for period 1 July 2021 to 30 September 2021 of \$0.513

<sup>4</sup> Estimated VWAP for the period 1 October 2021 to 31 December 2021 of \$0.52



Chapter 2E of the Corporations Act prohibits a public company from giving a financial benefit to a related party of a public company unless either:

- (a) the giving of the financial benefit falls within one of the exceptions to the provisions; or
- (b) prior Shareholder approval is obtained to the giving of the financial benefit.

A 'related party' for the purposes of the Corporations Act is defined widely and includes a director/associated entities, of the public company. A 'financial benefit' for the purposes of the Corporations Act is defined widely and includes a director/associated entities, of the public company receiving money or being issued shares.

It is the view of the Directors that the exceptions set out in Section 211 of the Corporations Act (reasonable remuneration) applies as the issues of shares (in lieu of fees/remuneration) for the already agreed terms of each Director's, remuneration.

Accordingly, the Directors are not seeking Shareholder approval under Section 208 of the Corporations Act for Resolutions 4 to 7.

**Directors' recommendation:**

**The Directors unanimously recommend that shareholders vote in favour of Resolutions 4 to 7.**

#### **Resolution 8 – Issue of Options to Lewis Romano (or his nominee) under the Company's Equity Incentive Plan Rules**

Resolutions 8 seeks Shareholder approval, pursuant to ASX Listing Rule 10.11, for the issue of a total of up to 500,000 options ("Director Options") to Lewis Romano (or his nominee), in lieu of cash remuneration, under the Company's Equity Incentive Plan (Annexure A) for his performance in the year ended 30 June 2021.

ASX Listing Rule 10.11 provides that the Company must not issue equity securities to a Director or an associate of a Director without shareholder approval. Further, Listing Rule 7.1 prohibits a listed entity from issuing in any 12 month period new shares, or securities convertible to shares, which are equivalent in number to more than 15% of the total number of ordinary securities on issue at the beginning of the 12 month period without the prior approval of Shareholders, unless the issue of equity securities is subject to an exception.

Listing Rule 7.2 Exception 14 provides that where an issue of securities is approved by Shareholders for the purposes of ASX Listing Rule 10.11, then it will be exempt from the Company's 15% placement capacity restriction.

If Resolutions 8 is passed, the Company will be able to issue up the Director Options without impacting the Company's 15% security placement limit under ASX Listing Rule 7.1.

If the Director Options are approved, they will be issued by the company within 1 month of this meeting being held.

**If Resolution 8 is not passed by shareholders, then the Company will not issue the Director Options.**

Pursuant to and in accordance with the requirements of ASX Listing Rule 10.13, the following information is provided in relation to the proposed issue of Director Options:

1. the Director Options are being issued to Lewis Romano (or nominee) who falls within the category set out in ASX Listing Rule 10.11.1 as Lewis Romano is a related party of the Company by virtue of being a Director;
2. the maximum number of Director Options (being the nature of the financial benefit being provided) to be issued on the date of issue is up to 500,000.
3. the Director Options will be issued to each Related Party no later than 1 month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the ASX Listing Rules) and it is anticipated the Director Options will be issued on one date;
4. the Director Options will be issued for nil cash consideration; accordingly, no funds will be raised from the issue of Director Options. Any funds raised on the exercise of the Director Options will be used for working capital purposes;
5. the exercise and deemed issue price of the Director Options is \$0.577;
6. the other terms and conditions of the Director Options are:
  - The Director Options will be issued under the EIP (attached);
  - The Director Options are unlisted Options;
  - the Director Options are exercisable on or before 8 October 2032 at any time;
  - the Director Options will expire on 8 October 2032. Options not exercised on the expiry date will

automatically lapse;

- The vesting date of the Director Options is October 2023. The vesting price is \$0.975 determined at 30% TSR on FY21 share price of \$0.577 (volume weighted 10 day average)
- the Director Options may be exercised by notice in writing to the Company ie: Not all Director Options need to be exercised at the one time but must be exercised on or before 8 October 2032;
- holders of Director Options will be permitted to participate in new Issues of securities only following the prior exercise of the Option, in which case the record date must be at least seven (7) Business Days , or such lesser number of days as is permitted under the ASX Listing Rules, after announcement of any new Issue, to allow exercise of the Director Options;
- Shares Issued on the exercise of the Director Options will be Issued after receipt of a properly executed “form of exercise of Options” and together with the appropriate monies for the exercise;
- Shares Issued pursuant to the exercise of any Director Option will rank equally with the then Issued Shares of the Company and the resulting shares will be quoted on ASX Official List.
- A Director Option does not confer the right to a change in Exercise Price or a change in the number of Shares over which the Director Option can be exercised; and
- in the event of any reconstruction (including consolidation, subdivision, reduction or returns) of the Issued capital of the Company, the number of Director Options or Exercise Price or both shall be reconstructed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.
- The Director Options are transferable.

7. each Director Options will on exercise convert into one Share;

8. Lewis Romano has an indirect interest in 5,005,223 shares and a direct interest in 2,000,000 Options in the Company.

10. Lewis Romano’s current remuneration is annual \$180,000 plus applicable superannuation (10% or \$18,000). Lewis Romano is also entitled to be issued up to 500,000 Options (the subject of this Resolution) subject to performance criteria being achieved.

11.if Resolution 8 is passed, up to 500,000 Director Options would be issued. Assuming the Director Options are exercised and no other Shares are issued this will increase the number of Shares currently on issue from 225,686,746 to 226,186,746, with the effect that the shareholding of existing Shareholders would be diluted by 0.22%.

12. the market price for Shares during the term of the Director Options would normally determine whether or not the Director Options are exercised. If, at any time any of the Director Options are exercised and the Shares are trading on ASX at a price that is higher than the exercise price of the Director Options, there may be a perceived cost to the Company.

13. the trading history of the Shares on ASX in the 12 months before the date of this Notice is set out below:

|         | Price (\$) | Date/s                         |
|---------|------------|--------------------------------|
| Highest | 0.785      | 6 January 2021                 |
| Lowest  | 0.465      | 7 June 2021, 28 September 2021 |
| Last    | 0.525      | 26 November 2021               |

14. the primary purpose of the issue of the Director Options is to reward Lewis Romano for his performance in the year ended 30 June 2021.

15. the Board is not aware of any other information that would be reasonably required by Shareholders to allow them to make a decision whether it is in the best interests of the Company to pass Resolution 8

16. the Director Options are not being issued under a written agreement; and

17. a voting exclusion statement is included in this Notice of Meeting.

#### **Corporations Act considerations**

Chapter 2E of the Corporations Act prohibits a public company from giving a financial benefit to a related party of a public company unless either:

- (a) the giving of the financial benefit falls within one of the exceptions to the provisions; or
- (b) prior Shareholder approval is obtained to the giving of the financial benefit.

A ‘related party’ for the purposes of the Corporations Act is defined widely and includes a director/associated entities, of the public company. A ‘financial benefit’ for the purposes of the Corporations Act is defined widely and includes a director/associated entities, of the public company receiving money or being issued shares.

It is the view of the Directors that the exceptions set out in Section 211 of the Corporations Act (reasonable remuneration) applies as the issues of shares (in lieu of fees/remuneration) for the already agreed terms of each Director’s and the Managing Director’s, remuneration.

Accordingly, the Directors are not seeking Shareholder approval under Section 208 of the Corporations Act for Resolution 8.

#### **Directors’ recommendation:**

**The Directors (excluding Lewis Romano) recommend that shareholders vote in favour of Resolution 8.**

## **Resolution 9 - Previous Issue of Options**

The ASX Listing Rules restrict the number of equity securities a listed Company may Issue in any 12 months without the approval of Shareholders to 15% of the number of equity securities on Issue at the start of the period, subject to certain adjustments and permitted exceptions. The purpose of seeking Shareholder approval to the previous Issue of Options in this Resolution is to ensure that the previous Issue of Options made on 21 April 2021, does not reduce the Company's placement capacity under Listing Rule 7.1 ie: the Company's 15% placement capacity to Issue further equity securities.

This Resolution seeks Shareholder approval to the previous Issue (to employees under the Equity Incentive Plan – EIP) of 1,720,000 Options in the Company made on 21 April 2021 for the purposes of Listing Rule 7.4. Listing Rule 7.4 provides that, where a Company's Shareholders ratify a previous Issue of securities made without approval under Listing Rule 7.1 (provided that the previous Issue did not breach Listing Rule 7.1), those securities will be deemed to have been Issued with Shareholder approval.

Approval by Shareholders is required in order to comply with ASX Listing Rule 7.1.

Relevant information concerning the Options is as follows:

- The Options were Issued to Employees of the Company under the EIP. A copy of the EIP is attached. The Options were Issued for \$nil consideration to the Employees;
- The Options are unlisted Options;
- The Company confirms that none of the recipients were related parties of the Company, members of the Company's KMP, substantial shareholders of the Company, Company Advisors or Associates of any of these parties.
- each Option entitles the holder to subscribe for one Share upon payment of \$0.50 (**Exercise Price**);
- the Options are exercisable on or before 8 October 2032 at any time;
- the Options will expire on 8 October 2032. Options not exercised on the expiry date will automatically lapse;
- The vesting date of the Options is October 2022. The vesting price is \$0.60.
- the Options may be exercised by notice in writing to the Company ie: Not all Options need to be exercised at the one time but must be exercised on or before 8 October 2032;
- holders of Options will be permitted to participate in new Issues of securities only following the prior exercise of the Option, in which case the record date must be at least seven (7) Business Days, or such lesser number of days as is permitted under the ASX Listing Rules, after announcement of any new Issue, to allow exercise of the Options;
- Shares Issued on the exercise of the Options will be Issued after receipt of a properly executed "form of exercise of Options" and together with the appropriate monies for the exercise;
- Shares Issued pursuant to the exercise of an Option will rank equally with the then Issued Shares of the Company and the resulting shares will be quoted on ASX Official List.
- An Option does not confer the right to a change in Exercise Price or a change in the number of Shares over which the Option can be exercised; and
- in the event of any reconstruction (including consolidation, subdivision, reduction or returns) of the Issued capital of the Company, the number of Options or Exercise Price or both shall be reconstructed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.
- The Options are transferable.

### **Directors' recommendation:**

**The Directors recommend that shareholders vote in favour of Resolution 9.**

## **Resolution 10 - Previous Issue of Options**

The ASX Listing Rules restrict the number of equity securities a listed Company may Issue in any 12 months without the approval of Shareholders to 15% of the number of equity securities on Issue at the start of the period, subject to certain adjustments and permitted exceptions. The purpose of seeking Shareholder approval to the previous Issue of Options in this Resolution is to ensure that the previous Issue of Options made on 30 September 2021, does not reduce the Company's placement capacity under Listing Rule 7.1 ie: the Company's 15% placement capacity to Issue further equity securities.

This Resolution seeks Shareholder approval to the previous Issue (to employees under the Equity Incentive Plan – EIP) of 70,000 Options in the Company made on 30 September 2021 for the purposes of Listing Rule 7.4. Listing Rule 7.4 provides that, where a Company's Shareholders ratify a previous Issue of securities made without approval under Listing Rule 7.1 (provided that the previous Issue did not breach Listing Rule 7.1), those securities will be deemed to have been Issued with Shareholder approval.

Approval by Shareholders is required in order to comply with ASX Listing Rule 7.1.

Relevant information concerning the Options is as follows:

- The Options were Issued to Employees of the Company under the EIP. A copy of the EIP is attached.
- The Options were Issued for \$nil consideration to the Employees;
- The Options are unlisted Options;
- The Company confirms that none of the recipients were related parties of the Company, members of the Company's KMP, substantial shareholders of the Company, Company Advisors or Associates of any of these parties.
- each Option entitles the holder to subscribe for one Share upon payment of \$0.50 (Exercise Price);
- the Options are exercisable on or before 8 October 2032 at any time;
- the Options will expire on 8 October 2032. Options not exercised on the expiry date will automatically lapse;
- The vesting date of the Options is October 2022. The vesting price is \$0.60.
- the Options may be exercised by notice in writing to the Company ie: Not all Options need to be exercised at the one time but must be exercised on or before 8 October 2032;
- holders of Options will be permitted to participate in new Issues of securities only following the prior exercise of the Option, in which case the record date must be at least seven (7) Business Days , or such lesser number of days as is permitted under the ASX Listing Rules, after announcement of any new Issue, to allow exercise of the Options;
- Shares Issued on the exercise of the Options will be Issued after receipt of a properly executed "form of exercise of Options" and together with the appropriate monies for the exercise;
- Shares Issued pursuant to the exercise of an Option will rank equally with the then Issued Shares of the Company and the resulting shares will be quoted on ASX Official List.
- An Option does not confer the right to a change in Exercise Price or a change in the number of Shares over which the Option can be exercised; and
- in the event of any reconstruction (including consolidation, subdivision, reduction or returns) of the Issued capital of the Company, the number of Options or Exercise Price or both shall be reconstructed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.
- The Options are transferable.

#### **Directors' recommendation:**

**The Directors recommend that shareholders vote in favour of Resolution 10.**

#### **Resolution 11 - Issue of Options**

Approval is sought to Issue up to 10,300,000 Options (Options) to various Employees under the Company's Equity Incentive Plan (EIP). The Options will be issued to current employee for performance in the year ended 30 June 2021 and also to some new employees for joining the Company.

Approval by shareholders is required in order to comply with ASX Listing Rule 7.1. No funds will be raised from the Issue of the options. The ASX Listing Rules restrict the number of equity securities a listed Company may Issue in any 12 months without the approval of Shareholders to 15% of the number of equity securities on Issue at the start of the period, subject to certain adjustments and permitted exceptions.

The purpose of seeking Shareholder approval for the Options in this Resolution is to ensure that the Issue of Options under this Resolution does not reduce the Company's placement capacity under Listing Rule 7.1 ie: the Company's 15% placement capacity to Issue further equity securities.

Pursuant to Listing Rule 7.3 the following information is advised in relation to the issue of the Consideration Shares:

- the number of Options to be issued pursuant to Resolution 11 is up to 10,300,000 Options;
- each Option entitles the holder to subscribe for one Share upon payment of \$0.577 (Exercise Price)
- the Options are exercisable on or before 8 October 2032 at any time;
- the Options will expire on 8 October 2032. Options not exercised on the expiry date will automatically lapse;
- The vesting date of the Options is October 2023. The vesting price is \$0.975 determined at 30% TSR on FY21 share price of \$0.577 (volume weighted 10 day average).
- the Options may be exercised by notice in writing to the Company ie: Not all Options need to be exercised at the one time but must be exercised on or before 8 October 2032
- holders of Options will be permitted to participate in new Issues of securities only following the prior exercise of the Option, in which case the record date must be at least seven (7) Business Days , or such lesser number of days as is permitted under the ASX Listing Rules, after announcement of any new Issue, to allow exercise of the Options;
- Shares Issued on the exercise of the Options will be Issued after receipt of a properly executed "form of exercise of Options" and together with the appropriate monies for the exercise

- Shares Issued pursuant to the exercise of an Option will rank equally with the then Issued Shares of the Company and the resulting shares will be quoted on ASX Official List
- The Options are unlisted.
- An Option does not confer the right to a change in Exercise Price or a change in the number of Shares over which the Option can be exercised
- in the event of any reconstruction (including consolidation, subdivision, reduction or returns) of the Issued capital of the Company, the number of Options or Exercise Price or both shall be reconstructed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.
- The Options are transferable
- the Options are being issued for nil cash consideration. Accordingly, no funds will be raised from the issue of the Options;
- the Options will be issued to current and prospective employees (employees) under the EIP. None of the employees are a related party, a member of key management personnel, or a substantial holder of, or an adviser to, the Company, nor an associate of any such persons;
- the Options are being issued under the EIP (attached);
- it is anticipated that the Options will be issued no later than 3 months after the date of the meeting or such later date as approved by ASX by way of ASX granting a waiver from the Listing Rules;
- the Options will likely be issued in a single allotment on the same day as their issue;
- a voting exclusion statement is included in the Notice.

**Directors' recommendation:**

**The Directors recommend that shareholders vote in favour of Resolution 11.**

**Resolution 12: Approval to increase Non-Executive Directors' remuneration fee cap**

Resolution 12 seeks approval of shareholders to increase the maximum aggregate amount per annum that may be paid as fees to Non-Executive Directors (Fee Cap). The Directors have recently conducted a review of Non-Executive Directors' fees and consider it reasonable and appropriate at this time to seek an increase to the Fee Cap, for the following reasons:

- the increase will provide flexibility for the Company to continue to attract and retain Non-Executive Directors of a high calibre for the purpose of Board renewal;
- the increase will allow for annual incremental adjustments to Non-Executive Directors fees in line with market conditions; and
- the increase will enable the Company to increase the number of Non-Executive Directors, if the Board considers it appropriate to do so, as part of the process of achieving a broad range of skills, experience and expertise on the Board which are complementary to the Company's business activities.

The Directors do not currently intend to fully utilise the increased Fee Cap but consider that the increase is reasonable and appropriate for the reasons outlined above.

The Company will continue to set the actual level of remuneration of its Non-Executive Directors within the shareholder-approved Fee Cap, after having regard for independent external advice, market practice, Board performance and other relevant factors.

Disclosure of Non-Executive Directors' remuneration will continue to be made to shareholders in each annual remuneration report in accordance with the Corporations Act, the Constitution, and the Listing Rules.

In accordance with Listing Rule 10.17, companies are required to obtain shareholder approval for an increase in the total aggregate amount of directors' fees which are payable to non-executive directors.

For the purposes of Listing Rule 10.17, the Company notes as follows:

- The current Fee Cap is \$500,000, as noted in the Company's IPO Prospectus;
- Shareholder approval is now sought to increase the Fee Cap by \$150,000 to \$650,000; and
- The following securities have been issued to Non-Executive Directors under Listing Rules 10.11 and 10.14 in the preceding 3 years:

Nil

**Board recommendation**

**The Directors recommend that Shareholders vote in favour of Resolution 12.**

## **Resolution 13 – Approval of the granting of a financial benefit to Mark Casey (or his nominee)**

### ***Background***

As disclosed in the prospectus for the Company's initial public offer (**IPO**), dated 15 September 2020 (**Prospectus**), the Company was previously party to litigation in the Supreme Court of Victoria brought by Brian Osborne, the former Chief Executive Officer of the Company (**Osborne Litigation**). Mark Casey, a director of the Company, was also named as a defendant in those proceedings.

As disclosed in the Prospectus, Mark Casey entered into a deed of indemnity with the Company, under which Mark Casey indemnified the Company and all of its Shareholders (who were listed on the Company's register of members on or after 20 June 2018), and who are Shareholders in the Company on the date of any settlement, or the date of any determination by the Court relating to the claims made in the Osborne Litigation.

The Company established an independent board committee (that did not include Mark Casey) to manage the Company's involvement in the Osborne Litigation (**IBC**).

The Osborne Litigation has now been settled without any further liability to the Company or its shareholders. To facilitate settlement of the Osborne Litigation, the Board, via the IBC (without the involvement of Mark Casey) made an in principle offer to Mark Casey to make certain contributions to the costs of the proceedings. The Board, via the IBC, determined that it was in the best interests for the Company to make the proposal because:

- if the Osborne Litigation proceeded to trial, the Company would have been obliged to retain its own independent legal counsel, the costs of which would have been significant; and
- settlement of the Osborne Litigation provided increased certainty and avoided ongoing distraction for the management team and Board

As a result, the Osborne Litigation was settled on confidential terms and the proceedings have been discontinued. No payment is due from the Company as part of the settlement of those proceedings and the Company has already obtained a full release from the parties.

As there was no time to seek shareholder approval before the deadline for settlement of the Osborne Litigation, the Board, via the IBC, provided 'in principle' agreement to make a contribution to Mark Casey's legal costs, in recognition of the benefits noted above but subject to certain conditions, including the need to seek shareholder approval.

In arms' length, commercial negotiations, the Company and Mark Casey have agreed that the Company's proposed cash contribution be \$650,000. In addition, given the costs of conducting the litigation that Mark Casey has incurred, the parties have also agreed that Mark Casey should receive the benefit of certain insurance arrangements entered into by the Company. This will result in Mark Casey retaining \$100,000 already paid out under the Company's insurance arrangements, and receiving an additional \$125,000 under those same insurance arrangements. Accordingly, the total financial benefit for Mark Casey is \$875,000.

The parties have also agreed that, if the proposed financial benefit is approved by shareholders, the Company, Mark Casey, Casey Consulting and the other defendants in the Osborne Proceedings, will enter into a settlement deed that will, among other things, provide mutual releases from any claims in relation to the Osborne Litigation and the settlement of the Osborne Litigation, and any other matters relating to the Company, with those releases to also act in favour of current and former directors, officers and employees of the Company (**Deed of Release**).

The Board (excluding Mark Casey) considers that the financial benefit (equivalent to \$875,000) that is proposed to be granted to Mark Casey is reasonable, having regard to:

- the benefits to the Company of the settlement of the Osborne Litigation, as noted above;
- the Company's likely legal fees in retaining its own independent legal counsel in connection with any trial proceedings (in the range of \$800,000 to \$1.3 million);
- the fact that Mark Casey has complied with his obligations under the deed of indemnity; and
- the significant personal liability that Mark Casey has incurred (which is confidential under the terms of the settlement) as well as costs of conducting the litigation are a significant sum, all of which has been borne by Mark Casey under the indemnity

**The Board (excluding Mark Casey) has determined to seek shareholder approval for the purposes of Chapter 2E of the Corporations Act.**

***Approval for the purposes of the Corporations Act***

Resolution 13 seeks shareholder approval for the granting of a financial benefit of \$875,000 to Mark Casey, a director of the Company, for the purposes of Chapter 2E of the Corporations Act, which prohibits a public company from giving a financial benefit to a related party unless the giving of the financial benefit falls within one of the exceptions or shareholder approval is obtained prior to the giving of the financial benefit.

***Information required by the Corporations Act***

Chapter 2E of the Corporations Act requires that, in order to give a 'financial benefit' to a 'related party', the Company must:

- obtain shareholder approval in the manner set out in sections 217 to 227 of the Corporations Act; and
- give the benefit within 15 months of receiving such approval,

unless the benefit falls within one of the various exceptions to the general prohibition set out in sections 210 to 216 of the Corporations Act.

The definition of 'related party' for the purposes of the Corporations Act is broad and includes a director of the Company. The definition of 'financial benefit' is also broad and includes any payment made by the Company. Accordingly, the proposed payments and retention of amounts payable under the Company's insurance arrangements constitute the giving of a financial benefit to a related party for the purposes of the Corporations Act.

Having regard to the relevant circumstances of the Company, the Board other than Mark Casey has formed the view that the exceptions set out in sections 210 to 216 of the Corporations Act may not apply and as such, the Company is seeking shareholder approval for the purposes of Chapter 2E of the Corporations Act in respect of the grant of financial benefit to Mark Casey pursuant to Resolution 13.

The following information is provided for the purposes of the shareholder approval sought under Chapter 2E of the Corporations Act (including section 219) in respect of the proposed grant of financial benefit to Mark Casey:

- the related party to whom the financial benefit is proposed to be given is Mark Casey (or his nominee) who is a director of the Company.
- The nature of the financial benefit that is proposed to be given to Mark Casey is:
  - the payment of \$650,000;
  - the retention of \$100,000 already paid out to Mark Casey under the Company's insurance arrangements; and
  - the payment of \$125,000 which is payable to the Company under those same insurance arrangements.
- The financial benefit is proposed to be made by the Company in the circumstances outlined above, and in partial reimbursement for legal costs incurred by Mark Casey in the Osborne Litigation.
- Mark Casey's current remuneration package is as per the company's policy for remuneration of non-executive Directors
  - \$NIL cash remuneration. Proposed Director and Committee Remuneration for the year ended 30 June 2022 is \$80,000.
  - Approval is sought, under Resolution 6 of this Notice of Meeting, for the issue of 77,429 shares for Director and Committee remuneration due for the period 1 July 2021 to 31 December 2021.
- Mark Casey and his nominees currently hold 30,940,323 Shares in the Company and 800,000 Options.
- There are no material opportunity costs to the Company, no other consequences to the Company other than the financial benefit and no material benefits foregone by the Company in granting the financial benefit to Mark Casey.
- If the proposed grant is not approved the Company will not receive the benefit of the deed of final settlement and release offered by Mark Casey and might therefore be exposed to further claims.

- The Board is not aware of any information, other than the information set out in this Explanatory Statement, that would be reasonably required by shareholders to allow them to make a decision as to whether or not it is in the best interests of the Company to vote in favour of Resolution 13.
- The Board (other than Mark Casey) unanimously recommends that Shareholders vote in favour of Resolution 13.

#### **Recommendation**

Mark Casey declines from making a recommendation in respect of Resolution 13 as he has a material personal interest in the outcome of the Resolution on the basis that, if approved, he will receive the proposed financial benefit.

The remaining directors of the Company have carefully considered the proposed payment to Mark Casey having regard to the factors outlined above, and each of the remaining directors considers that the financial benefit is appropriate, and in the best interests of the Company and its shareholders.

**Accordingly, the Board (other than Mark Casey) recommends that shareholders vote in favour of Resolution 13.**



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# Equity Incentive Plan Rules

**Credit Clear Limited**  
**ACN 604 797 033**





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## INTRODUCTION

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The purpose of this Equity Incentive Plan (**EIP**) is to allow the Board to make Offers to Eligible Employees to acquire securities in Credit Clear Limited ACN 604 797 033 (**the Company**) and to otherwise incentivise employees.

These Rules outline the terms and conditions upon which Offers will be made, including:

- the process for making and accepting Offers under the EIP (**Part A**);
- the type of securities that may be offered (being Rights, Options and Restricted Shares) (**Part B**); and
- the general terms and conditions that apply to Shares and other securities under the EIP (**Part C**).

Capitalised terms are defined in Part D of these Rules.

## Part A

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### 1 Offers of Incentive Securities

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#### 1.1 Board to make invitations

- (a) The Board may, from time to time, in its absolute discretion invite Eligible Employees to participate in a grant of Incentive Securities, which may comprise any one or more of:
- Rights;
  - Options; and
  - Restricted Shares,
- (**Offer**).
- (b) Offers will be made on the terms set out in the EIP and/or on any additional or alternative terms as the Board determines, as specified in the terms of an Offer.

#### 1.2 Information to be provided to Participants

Without limiting the Board's discretion, each Eligible Employee should be advised of the following information in connection with an Offer:

- the type and number of Incentive Securities being offered, or the method by which the number will be calculated;
- the amount (if any) that will be payable for the grant of Incentive Securities;
- any Vesting Conditions or other conditions that apply, including any Vesting Period;



- (d) the procedure for exercising an Option (including any Exercise Price that will be payable) following Vesting and the period(s) during which it may be exercised;
- (e) where the Board has made a determination pursuant to rules 2.2(e) or 3.2(f), that the Vesting of Rights and/or exercise of Options (as applicable) will only be satisfied through an allocation of Shares;
- (f) the circumstances in which Rights and/or Options will lapse, Shares (including Restricted Shares) allocated under the EIP may be forfeited or a Participant's entitlement to Incentive Securities may be reduced;
- (g) how Incentive Securities may be treated in the event that the Eligible Employee ceases employment with a Group Company, and any discretions retained by the Board under rule 8 in this regard;
- (h) any restrictions (including the period of restriction) on Dealing in relation to a Restricted Share or Share allocated to the Eligible Employee under this EIP;
- (i) any circumstances in which a Participant's entitlement to Incentive Securities may be reduced or extinguished pursuant to rule 6(b); and
- (j) any other information that is required by applicable law or the Class Order (if it is being relied on).

### **1.3 Acceptance of Offer**

- (a) Acceptance of an Offer must be made by the Eligible Employee in accordance with the instructions that accompany the Offer, or in any other way the Board determines.
- (b) The Board may, at its discretion, refuse to allow the participation of an Eligible Employee where that Eligible Employee ceases to be an Eligible Employee, or ceases to satisfy any other conditions imposed by the Board, before the grant is made.
- (c) Nothing limits the Board's ability to treat the conduct of an Eligible Employee in respect of an Offer (including the failure of an Eligible Employee to lodge an election not to participate within the time specified in the instructions accompanying the Offer) as valid acceptance of that Offer under these Rules.

### **1.4 Offer terms and conditions take precedence**

To the extent of any inconsistency, the terms and conditions advised to an Eligible Employee by the Board in an Offer will prevail over any other provision of these Rules.

### **1.5 No prohibited financial assistance**

No person may, whether directly or indirectly, provide financial assistance that is prohibited by the Corporations Act to an Eligible Employee for the purposes of, or in connection with, the acquisition or exercise of Incentive Securities under the Plan.

### **1.6 Plan Limit**

- (a) Where an Offer is made under the EIP in reliance on the Class Order, the Board must, at the time of making the Offer, have reasonable grounds to



believe that the total number of Shares (or in respect of Rights or Options, the total number of Shares which would be issued if those Rights or Options were exercised) will not exceed 5% of the total number of Shares on issue when aggregated with the number of Shares issued or that may be issued as a result of offers made at any time during the previous 3 year period under:

- (i) the Plan or any other employee incentive scheme covered by the Class Order; or
- (ii) an ASIC exempt arrangement of a similar kind to an employee incentive scheme,

**(Plan Limit).** For the avoidance of doubt, offers under the Plan that are not made in reliance on the Class Order or other ASIC class order or case-by-case relief are not included in the Plan Limit calculation, for example:

- (iii) an offer to a person situated at the time of receipt of the offer outside Australia;
  - (iv) an offer that did not need disclosure to investors because of section 708 of the Corporations Act;
  - (v) an offer that did not require the giving of a product disclosure statement because of section 1012D of the Corporations Act; or
  - (vi) an offer made under a disclosure document or product disclosure statement.
- (b) The Plan Limit shall be subject to adjustment or increase as may be permitted by applicable law.

### 1.7 Quotation

Options and Rights will not be quoted on ASX. Application will be made to ASX for official quotation of any Shares issued under the Plan to the extent required by the ASX Listing Rules if the Shares are listed on ASX at the time.

## Part B

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### 2 Rights

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#### 2.1 Grant

- (a) Where an Eligible Employee has accepted an Offer to participate in a grant of Rights in accordance with rule 1.3(a), the Board will, subject to its discretion under rule 1.3(b), grant Rights to the Eligible Employee.
- (b) Unless the Board determines otherwise:
  - (i) no payment is required for the grant of a Right; and
  - (ii) Rights may not be registered in any name other than that of the Eligible Employee.



## 2.2 Vesting

- (a) Subject to any express rule to the contrary, a Right will only Vest where each Vesting Condition, and all other relevant conditions advised to the Participant by the Board pursuant to rule 1.2, have been satisfied or otherwise waived by the Board.
- (b) If the Vesting of a Right would arise in a period where Dealings by a Participant would be prohibited, the Board may determine that Vesting will be delayed until such time as Dealings are permitted. For the avoidance of doubt, the Board may determine that Vesting will be delayed only in relation to the affected Participant or in relation to some or all of Participants who hold Rights under the EIP (irrespective of whether they are subject to the Dealing restriction).
- (c) Subject to rule 2.2(d), the Vesting of a Right will be satisfied by the Company allocating Shares to the Participant pursuant to rule 2.3.
- (d) The Board may determine that the Vesting of a Right will be satisfied by the Company making a cash payment in lieu of an allocation of Shares pursuant to rule 2.4. For the avoidance of doubt, the Board may determine that some or all of a Participant's Rights will be settled in this way.
- (e) The Board may determine, prior to making a grant of Rights, that the Vesting of those Rights will only be satisfied through an allocation of Shares to the Participant in accordance with rule 2.2(c), and not by making a cash payment under rule 2.2(d).
- (f) Vesting occurs upon notification from the Company to the Participant that a Right has Vested pursuant to this rule 2.2.

## 2.3 Allocation

- (a) Subject to rules 2.2(d) and 2.3(b), as soon as practicable following Vesting of a Right the Board must issue to, procure the transfer to, or procure the setting aside for, the Participant the number of Shares in respect of which Rights have Vested. No further action is required on the part of the Participant.
- (b) In the case of Rights held by or on behalf of a Participant who is a Director, Vested Rights must be satisfied by Shares that have been purchased on market, unless:
  - (i) no shareholder approval is required under the Listing Rules in respect of the Director's participation in the EIP; or
  - (ii) shareholders have approved the Director's participation in the EIP to the extent required under the Listing Rules.

## 2.4 Payment of cash equivalent

- (a) Where the Board exercises its discretion under rule 2.2(d) to make a cash payment to a Participant in lieu of an allocation of Shares, the Company must pay to the Participant an amount in Australian dollars (or any other currency determined by the Board in its absolute discretion) equivalent to the value of Rights that have Vested and that the Board determines will be settled by a cash payment under rule 2.2(d).



- (b) The amount of the cash payment referred to in rule 2.4(a) will be calculated by multiplying the number of Shares in respect of which Rights have Vested by the Current Market Price.
- (c) Where the Board determines that the payment under rule 2.4(a) is to be made in a currency other than Australian dollars, unless the Board determines otherwise, the foreign exchange rate applied will be the average closing exchange rate of the relevant currency for the 5 days prior to the date of Vesting.

## **2.5 Lapse of Rights**

A Right will lapse upon the earliest to occur of:

- (a) the Right lapsing in accordance with a provision of these Rules (including in accordance with a term of an Offer);
- (b) failure to meet a Vesting Condition or any other condition applicable to the Right within the Vesting Period; or
- (c) the receipt by the Company of a notice in writing from a Participant to the effect that the Participant has elected to surrender the Right.

## **3 Options**

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### **3.1 Grant**

- (a) Where an Eligible Employee has accepted an Offer to participate in a grant of Options in accordance with rule 1.3(a), the Board will, subject to its discretion under rule 1.3(b), grant Options to the Eligible Employee.
- (b) Unless the Board determines otherwise:
  - (i) no payment is required for the grant of an Option; and
  - (ii) Options may not be registered in any name other than that of the Eligible Employee.

### **3.2 Vesting**

- (a) Subject to any express rule to the contrary, an Option granted under the EIP will only Vest and become exercisable where each Vesting Condition, and all other relevant conditions advised to the Participant by the Board pursuant to rule 1.2, have been satisfied or otherwise waived by the Board.
- (b) If the Vesting of an Option would arise in a period where Dealings by a Participant would be prohibited, the Board may determine that Vesting will be delayed until such time as Dealings are permitted. For the avoidance of doubt, the Board may determine that Vesting will be delayed only in relation to the affected Participant or in relation to some or all of Participants who hold Options under the EIP (irrespective of whether they are subject to the Dealing restriction).
- (c) The exercise of any Option granted under the EIP will be effected in the form and manner determined by the Board, and, subject to rule 3.4(a), must be accompanied by payment of the relevant Exercise Price (if any).





- (d) Subject to rule 3.2(e), the exercise of an Option will be satisfied by the Company allocating Shares to the Participant pursuant to rule 3.3.
- (e) The Board may determine that the exercise of an Option will be satisfied by the Company making a cash payment in lieu of an allocation of Shares pursuant to rule 3.4. For the avoidance of doubt, the Board may determine that some or all of a Participant's Options will be settled in this way.
- (f) The Board may determine, prior to making a grant of Options, that the exercise of those Options will only be satisfied through an allocation of Shares to the Participant in accordance with rule 3.2(d) and not by making a cash payment under rule 3.2(e).
- (g) Vesting occurs upon notification from the Company to the Participant that an Option has Vested pursuant to this rule 3.2.

### **3.3 Allocation following exercise**

- (a) Subject to rules 3.2(c), 3.2(e) and 3.3(b), as soon as practicable following the exercise of an Option, the Board must issue to, procure the transfer to, or procure the setting aside for, the Participant the number of Shares in respect of which Options have been exercised. No further action is required on the part of the Participant.
- (b) In the case of Options held by or on behalf of a Participant who is a Director, Vested Options must be satisfied by Shares that have been purchased on market, unless
  - (i) no shareholder approval is required under the Listing Rules in respect of the Director's participation in the EIP; or
  - (ii) shareholders have approved the Director's participation in the EIP to the extent required under the Listing Rules.

### **3.4 Payment of cash equivalent**

- (a) Where the Board exercises its discretion under rule 3.2(e) to make a cash payment to a Participant in lieu of an allocation of Shares, the Company must:
  - (i) notify the Participant that no Exercise Price is payable in respect of the Options exercised that the Board determines will be settled by a cash payment under rule 3.2(e) and/or refund any amount paid by the Participant in respect of those Options; and
  - (ii) as soon as reasonably practicable, pay to the Participant an amount in Australian dollars (or any other currency determined by the Board in its absolute discretion) equivalent to the value of Options that have been exercised by the Participant and that the Board determines will be settled by a cash payment under rule 3.2(e).
- (b) The amount of the cash payment referred to in rule 3.4(a)(ii) will be calculated by multiplying the number of Shares in respect of which Options have been exercised and that the Board determines will be settled by a cash payment under rule 3.2(e) by the Current Market Price, less any Exercise Price that would otherwise have been payable in respect of those Options exercised.



- (c) Where the Board determines that the payment under rule 3.4(a)(ii) is to be made in a currency other than Australian dollars, unless the Board determines otherwise, the foreign exchange rate applied will be the average closing exchange rate of the relevant currency for the 5 days prior to the date of exercise.

### **3.5 Lapse of Options**

An Option will lapse upon the earliest to occur of:

- (a) 15 years after the date on which the Options were allocated to the Participant, or any other date nominated as the expiry date in the Offer;
- (b) the Option lapsing in accordance with a provision of these Rules (including in accordance with a term of an Offer);
- (c) failure to meet a Vesting Condition or any other condition applicable to the Option within the Vesting Period;
- (d) the receipt by the Company of a notice in writing from a Participant to the effect that the Participant has elected to surrender the Option; or
- (e) the Participant being declared bankrupt, becoming insolvent or making any arrangement or compromise with her or her creditors generally.

## **4 Restricted Shares**

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### **4.1 Allocation**

- (a) As soon as practicable after an Eligible Employee has accepted an Offer to participate in a grant of Restricted Shares in accordance with rule 1.3(a), the Board must, subject to its discretion under rule 1.3(b), allocate the Restricted Shares by either:
  - (i) issuing Restricted Shares to;
  - (ii) procuring the transfer of Restricted Shares to; or
  - (iii) procuring the setting aside of Restricted Shares for,the Eligible Employee.
- (b) Unless the Board determines otherwise:
  - (i) no payment is required for the grant of a Restricted Share; and
  - (ii) Restricted Shares may not be registered in any name other than that of the Eligible Employee or the Trustee.

### **4.2 Cessation of restrictions**

- (a) Subject to any express rule to the contrary, a Share only ceases to be a Restricted Share (i.e. Vests) where:



- (i) the Vesting Period and each other relevant condition (including all Vesting Conditions) advised to the Participant by the Board pursuant to rule 1.2 have been satisfied or otherwise waived by the Board; and
- (ii) the Company notifies the Participant that the restrictions in respect of the Restricted Share have ceased or no longer apply.
- (b) Subject to the terms of an Offer and the Share Trading Policy, when a Share ceases to be a Restricted Share, all restrictions on disposing of, or otherwise Dealing with, that Share, as set out in these Rules, will cease.
- (c) If the Vesting of a Restricted Share would arise in a period where Dealings by a Participant would be prohibited, the Board may determine that Vesting will be delayed until such time as Dealings are permitted. For the avoidance of doubt, the Board may determine that Vesting will be delayed only in relation to the affected Participant or in relation to some or all of Participants who hold Restricted Shares under the EIP (irrespective of whether they are subject to the Dealing restriction).
- (d) Unless provided otherwise in the terms of an Offer, when a Share that is held by the Trustee on behalf of a Participant ceases to be a Restricted Share, the Trustee will continue to hold the Share on trust on behalf of the Participant until such time as the Participant, or the Company on behalf of the Participant, directs the Trustee to:
- (i) transfer the Share into the Participant's name; or
- (ii) sell the Share and pay the proceeds of sale (net of any applicable brokerage, commission, stamp duty or other transaction costs) to the Participant.

#### **4.3 Forfeiture of Restricted Shares**

A Restricted Share will be forfeited upon the earliest to occur of:

- (a) the Restricted Share being forfeited in accordance with a provision of these Rules (including in accordance a term of an Offer);
- (b) the failure to meet a Vesting Condition or any other condition applicable to the Restricted Share within the Vesting Period;
- (c) the receipt by the Company of a notice in writing from a Participant to the effect that the Participant has elected to surrender the Restricted Share; or
- (d) the Participant being declared bankrupt, becoming insolvent or making any arrangement or compromise with her or her creditors generally.

### **Part C**

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#### **5 Prohibited Dealings**

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- (a) Subject to the Share Trading Policy, any Dealing in respect of an Incentive Security is prohibited unless:
- (i) the Board determines otherwise; or



- (ii) the Dealing is required by law and the Participant has provided satisfactory evidence to the Company of that fact.
- (b) Where, in the opinion of the Board, a Participant Deals with a Right or an Option in contravention of rule 5(a), the Right or Option will immediately lapse.
- (c) Where, in the opinion of the Board, the Participant (or the Trustee at the Participant's direction) Deals with a Restricted Share in contravention of rule 5(a), the Restricted Share is deemed to immediately be forfeited.
- (d) The Board may, at its discretion, impose restrictions on Dealing in respect of any Shares allocated under the EIP (including upon Vesting of Rights under rule 2.3 and/or exercise of Options under rule 3.3) and may implement any procedure it considers appropriate to enforce such restrictions.

## **6 Preventing inappropriate benefits**

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- (a) Where, in the opinion of the Board:
  - (i) a Participant:
    - (A) has acted fraudulently or dishonestly;
    - (B) has engaged in gross misconduct;
    - (C) has engaged in an act which has brought the Company, the Group or any Group Company into disrepute;
    - (D) has breached his or her duties or obligations to the Group; or
    - (E) is convicted of an offence or has a judgment entered against them in connection with the affairs of the Group; or
  - (ii) there is a Financial Misstatement Circumstance; or
  - (iii) a Participant's Incentive Securities Vest or may Vest as a result of the fraud, dishonesty or breach of duties or obligations of any other person and, in the opinion of the Board, the Incentive Securities would not have otherwise Vested; or
  - (iv) the Company is required by or entitled under law or Company policy to reclaim remuneration from a Participant,

the Board may determine that:

- (v) any of the following held by or on behalf of the Participant:
  - (A) unvested Rights or Options;
  - (B) Vested but unexercised Options;
  - (C) Restricted Shares and/or Shares allocated under this EIP,will lapse or be deemed to be forfeited (as the case may be), and/or



- (vi) a Participant must pay or repay (as the case may be) to the Company as a debt:
  - (A) all or part of the net proceeds of sale where Shares allocated under the EIP have been sold;
  - (B) any cash payment received in lieu of an allocation of Shares pursuant to rules 2.4 or 3.4; and/or
  - (C) any dividends received in respect of Shares allocated under the EIP.
- (b) The Board may specify in an Offer additional circumstances in which a Participant's entitlement to Incentive Securities may be reduced or extinguished.

## **7 Forfeiture of Shares**

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- (a) Where Shares (including Restricted Shares) are forfeited in accordance with these Rules and the Shares are held by the Participant, the Participant is deemed to have agreed to dispose of his or her legal and/or beneficial interest (as appropriate) in such Shares for a total of \$1 for all of his or her Shares and the Shares will be transferred into the name of the Company's nominee who will then hold full legal and beneficial title to those Shares.
- (b) Where Shares (including Restricted Shares) are forfeited in accordance with these Rules and the Shares are held by the Trustee, the Participant's rights in the Shares will be extinguished for nil consideration and the Shares will be held as general trust property in accordance with the terms of the Trust Deed. The Board may, at any time in the future, direct the Trustee to hold the Shares for the benefit of a different or new Participant.
- (c) Where a Participant forfeits Shares allocated to him or her on exercise of Options pursuant to these Rules, the Company may, but need not, repay to the Participant any Exercise Price paid by the Participant in respect of the forfeited Shares.

## **8 Cessation of employment**

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- (a) The Board, in its discretion, may determine that some or all of a Participant's unvested Incentive Securities, as applicable:
  - (i) lapse;
  - (ii) are forfeited;
  - (iii) Vest (immediately or subject to conditions);
  - (iv) are only exercisable for a prescribed period and will otherwise lapse; and/or
  - (v) are no longer subject to some of the restrictions (including any Vesting Condition) that previously applied,as a result of the Participant ceasing to be an employee of the Group.



- (b) The Board may specify in the Offer to the Participant (in accordance with rule 1.2) how the Participant's Incentive Securities will be treated on cessation of employment. The applicable treatment may vary depending on the circumstances in which the Participant's employment ceases. In specifying a cessation treatment to apply to an Offer, the Board may preserve some or all of its discretion under rule 8(a).

## **9 Change of Control**

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### **9.1 Change of Control Events**

- (a) Subject to rule 9.1(b), where there is:
  - (i) a Takeover Bid for Shares; or
  - (ii) another transaction, event or state of affairs,  
  
that, in the Board's opinion, is likely to result in a change in the Control of the Company or should otherwise be treated in accordance with this rule (**Change of Control Event**), the Board may, in its absolute discretion, determine that all or a specified number of a Participant's Incentive Securities Vest or cease to be subject to restrictions (as applicable). For the avoidance of doubt:
    - (iii) a Change of Control Event does not include an internal reorganisation of the structure, business and/or assets of the Group; and
    - (iv) subject to rule 9.1(b), if the Board does not make a determination pursuant to this rule 9.1(a), then all of a Participant's Incentive Securities will remain on foot subject to the original terms of grant.
- (b) Without limiting rule 9.1(a), where there is an actual change in the Control of the Company then, unless the Board determines otherwise, all unvested Incentive Securities will immediately Vest or cease to be subject to restrictions (as applicable) on a pro rata basis based on the portion of the Vesting Period that has elapsed.
- (c) If only some of a Participant's unvested Incentive Securities will Vest under rule 9.1(a) or 9.1(b), all Incentive Securities that remain unvested will lapse, unless the Board determines a different treatment.
- (d) Notwithstanding the default treatment set out in these Rules, the Board may specify in the Offer to the Participant (in accordance with rule 1.2) a particular treatment that will apply to unvested Incentive Securities in the context of a Change of Control Event. In determining a different change in Control treatment to apply to an Offer, the Board may preserve some or all of its discretions under this rule 9.

### **9.2 Notification of Vesting**

Where some or all of a Participant's Incentive Securities Vest pursuant to rule 9.1, the Board will, as soon as reasonably practicable, give written notice to each Participant of the number of Incentive Securities that have Vested.



### 9.3 Treatment of Vested Incentive Securities

- (a) The Board has the discretion to determine the treatment of all Vested Incentive Securities (including those that Vest in accordance with rule 9.1) where a Change of Control Event occurs.
- (b) Without limiting rule 9.3(a), where there is an actual change in the Control of the Company then, unless the Board determines otherwise:
  - (i) all Vested Options will be exercisable for a period specified by the Board from the actual change in the Control of the Company and will lapse if not exercised within the specified period; and
  - (ii) any restrictions on Dealing imposed by the Board on Vested Incentive Securities will cease to have effect.

### 9.4 Acquisition of shares in Acquiring Company

If:

- (a) a company (**Acquiring Company**) obtains Control of the Company as a result of a Change of Control Event; and
- (b) the Company, the Acquiring Company and the Participant agree,

subject to applicable laws (including taxation laws, the Corporations Act and the Listing Rules) a Participant may, upon:

- (c) Vesting of Rights; or
- (d) exercise of Options,

be provided with shares of the Acquiring Company or its parent in lieu of Shares in such manner as the parties may agree (including by a replacement security or exchange of Shares issued on Vesting or exercise) and on substantially the same terms and on substantially the same conditions but with any necessary or appropriate adjustments to the number and kind of shares.

## 10 Power to adjust Rights and/or Options and the Exercise Price

- (a) Subject to rule 10(b), prior to the allocation of Shares to a Participant upon Vesting of Rights or exercise of Options, the Board may grant additional Rights or Options or make any adjustments it considers appropriate to the terms of a Right and/or Option granted to that Participant in order to minimise or eliminate any material advantage or disadvantage to a Participant resulting from a corporate action by, or capital reconstruction in relation to, the Company, including but not limited to any return of capital. Adjustments that may be made include adjustments to:
  - (i) the number of Rights or Options to which the Participant is entitled;
  - (ii) the number of Shares to which the Participant is entitled upon Vesting of Rights or exercise of Options;
  - (iii) any amount payable on Vesting of Rights or exercise of Options (including the Exercise Price); or



- (iv) where appropriate, a combination of paragraphs (i), (ii) and/or (iii) above.
- (b) Without limiting rule 10(a), if:
- (i) Shares are issued pro rata to the Company's shareholders generally by way of a rights issue, Options will be adjusted in accordance with ASX Listing Rule 6.22.2 (or any replacement rule); or
  - (ii) Shares are issued pro rata to the Company's shareholders generally by way of a bonus issue (other than an issue in lieu of dividends or by way of a dividend reinvestment) involving capitalisation of reserves of distributable profits, Options and Rights will be adjusted in the manner required by the Listing Rules; or
  - (iii) any reorganisation (including consolidation, subdivision, reduction or return) of the issued capital of the Company is effected, Options and Rights will be adjusted in the manner required by the Listing Rules.
- (c) Where additional Rights or Options are granted to the Participant under this rule 10, such Rights or Options will be subject to the same terms and conditions as the original Rights or Options granted to the Participant (including without limitation, any Vesting Conditions), unless the Board determines otherwise.
- (d) The Board must, as soon as reasonably practicable after making any additional grants or adjustments under this rule 10, give notice in writing to any affected Participant.

## **11 Dividends and other rights**

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### **11.1 Dividends and other rights associated with Shares**

- (a) Subject to the terms of any Trust Deed (if applicable) or Offer, the following rules apply in respect of Shares allocated to, or on behalf of, a Participant under this EIP (including Restricted Shares allocated under rule 4.1):
- (i) the Participant is entitled to receive all dividends and other distributions or benefits payable to the Participant or to the Trustee in respect of the Shares;
  - (ii) the Participant is entitled to exercise, or to direct the Trustee in writing how to exercise, the voting rights attaching to the Shares, either generally or in a particular case;
  - (iii) any bonus shares that are issued in respect of the Shares will be issued to the Participant, or to the Trustee on the Participant's behalf, and will be held by the Participant or Trustee as Shares subject to the same terms, conditions and restrictions on Dealing (if any) as the Shares in respect of which they were issued; and
  - (iv) if rights arise on a rights issue in respect of the Shares, the Participant may Deal with or exercise those rights, or instruct the Trustee (if applicable) in relation to those rights in accordance with the Trust Deed. If the Shares are held by the Trustee on the Participant's behalf and the Participant does not instruct the Trustee





how to Deal with the rights, the rights will be Dealt with in accordance with the Trust Deed.

## **11.2 Dividend equivalent payments and other rights associated with Rights and Options**

- (a) Unless or until Shares are allocated to a Participant following Vesting or exercise of their Rights or Options (as applicable), the Participant has no interest in those Shares in respect of which the Right or Option was granted.
- (b) Notwithstanding rule 11.2(a), the Board may determine at the time an Offer is made that a dividend equivalent payment will be paid to a Participant who becomes entitled to an allocation of Shares (or equivalent cash amount) following the Vesting or exercise of Rights or Options granted to that Participant (as applicable) under that Offer.
- (c) Subject to the terms of any Offer, a dividend equivalent payment:
  - (i) will be approximately equal to the amount of dividends that would have been payable to the Participant had they been the owner of the Shares referred to in rule 11.2(b) during the Vesting Period;
  - (ii) will not be grossed up or otherwise adjusted to account for any tax consequences which would have applied if the Participant had actually been paid a dividend; and
  - (iii) may be satisfied through the allocation of Shares or payment of cash.

## **12 Withholding**

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- (a) If the Company, the Group, a Group Company, the Trustee or a Plan administrator is obliged, or reasonably believes it may have an obligation, as a result of or in connection with any grant of Incentive Securities or allocation of Shares under this EIP, to account for:
  - (i) income tax or employment taxes under any wage, withholding or other arrangements; or
  - (ii) any other tax, social security contributions or levy or charge of a similar nature,that is a liability of the Participant, then the relevant Group Company is entitled to be reimbursed by the Participant for the amount or amounts so paid or payable.
- (b) Where rule 12(a) applies, the relevant Group Company, the Trustee or the Plan administrator is not obliged to grant any Incentive Securities, to allocate Shares or to make a cash payment in accordance with rules 2.2(d) or 3.2(e) unless the Company is satisfied that arrangements for payment or reimbursement of the amounts referred to in rule 12(a) have been made. Those arrangements may include, without limitation:
  - (i) the provision by the Participant of sufficient funds to reimburse the Group Company, Trustee or Plan administrator for the amount (by salary deduction, reduction of any amount owed by the Group to the Participant or otherwise);



- (ii) the sale on behalf of the Participant of Shares allocated pursuant to these Rules for payment or reimbursement of these amounts, as well as the costs of any such sale;
- (iii) a reduction in any amount payable to the Participant in lieu of an allocation of Shares under these Rules;
- (iv) the Participant forgoing their entitlement to an equivalent number of Shares that would otherwise be allocated to the Participant; or
- (v) lapse or forfeiture of a sufficient number of Rights, Options and/or Shares to satisfy the debt the Participant owes to the Group Company, Trustee or Plan administrator. Unless the Group Company, Trustee or Plan administrator (as applicable) and the Participant agree to use a different valuation, any Rights, Options and/or Shares lapsed or forfeited (as applicable) under this rule will be valued at the Current Market Price on the date of lapse or forfeiture.

## **13 Amendments**

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### **13.1 Power to make amendments**

- (a) Subject to rule 13.2, the Board may at any time by resolution:
  - (i) amend or add to (**amend**) all or any of the provisions of the EIP;
  - (ii) amend the terms or conditions of any Incentive Security granted under the EIP; or
  - (iii) suspend or terminate the operation of the EIP.
- (b) Notwithstanding rule 13.2, the Board may waive, amend or replace any Vesting Condition attaching to an Incentive Security if the Board determines that the original Vesting Condition is no longer appropriate or applicable (including, without limitation, where a Vesting Condition refers to a particular stock market index that is no longer published or there is a corporate action by the Company, including a discounted rights issue, which impacts on the Vesting Condition), provided that the interests of the relevant Participant are not, in the opinion of the Board, materially prejudiced or advantaged relative to the position reasonably anticipated at the time of the grant.

### **13.2 Restrictions on amendments**

Without the consent of the Participant, the Board may not exercise its powers under rule 13.1(a) in a manner which reduces the rights of the Participant in respect of any Incentive Security or Share already granted other than an amendment introduced primarily:

- (a) for the purpose of complying with or conforming to present or future laws governing or regulating the maintenance or operation of the EIP or similar plans, in any jurisdiction in which invitations under the EIP have been made;
- (b) to correct any manifest error or mistake; or



- (c) to take into consideration possible adverse tax implications in respect of the EIP arising from, amongst others, adverse rulings, changes to tax legislation and/or changes in the interpretation of tax legislation by a court of competent jurisdiction.

### **13.3 Notice of amendment**

As soon as reasonably practicable after making any amendment under rule 13.1, the Board will give notice in writing of that amendment to any Participant affected by the amendment.

## **14 Participants based overseas**

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### **14.1 Overseas transfers**

If a Participant is transferred to work in another country and, as a result of that transfer:

- (a) the Participant or any Group Company would suffer a tax disadvantage in relation to their Incentive Securities (this being demonstrated to the satisfaction of the Board);
- (b) the Company would be restricted in its ability to Vest Incentive Securities and/or allocate Shares to the Participant; or
- (c) the Participant would become subject to restrictions on their ability to Deal with the Incentive Securities or any Shares allocated to the Participant in respect of those Incentive Securities because of the security laws or exchange control laws of the country to which he or she is transferred,

then, if the Participant continues to hold an office or employment with the Group, the Board may decide that:

- (d) some or all of the Participant's Restricted Shares or Rights will Vest;
- (e) some or all of the Participant's Options will Vest and become exercisable;
- (f) some or all of the Participant's Options or Rights will be settled in cash in lieu of Shares; or
- (g) any other treatment that the Board determines will apply in relation to some or all of a Participant's Incentive Securities,

with the balance (if any) continuing to be held on the original terms.

### **14.2 Non-Australian residents**

The Board may adopt additional rules of the EIP that will apply to a grant made to an Eligible Employee who is a resident in a jurisdiction other than Australia, including by attaching a schedule to these Rules. The remaining provisions of these Rules will apply subject to whatever alterations or additions the Board may determine having regard to any securities, exchange control, taxation or other laws and/or regulations or any other matter that the Board considers directly or indirectly relevant. To the extent of any inconsistency, any additional rules adopted by the Board under this rule will prevail over any other provision of these Rules.



## **15 Miscellaneous**

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### **15.1 Shares issued under the EIP**

- (a) Any Shares issued under the EIP will rank equally in all respects with other Shares for the time being on issue by the Company (for example, having rights with respect to voting, dividends and other distributions, and in the event of a winding up of the Company), except in relation to any rights attaching to such Shares by reference to a record date prior to the date of their issue.
- (b) If the Company is listed, the Company will apply for quotation of Shares issued under the EIP within the period required by the Listing Rules.

### **15.2 Rights and obligations of Participants**

- (a) Unless the subject of an express provision in an employment contract, the rights and obligations of any Participant under the terms of their office, employment or contract with the Group are not affected by their participation in the EIP.
- (b) Participation in the EIP does not confer on any Participant any right to future employment and does not affect any rights which any member of the Group may have to terminate the employment of any Participant.
- (c) These Rules will not form part of and are not incorporated into any contract of any Participant (whether or not they are an employee of the Group).
- (d) The grant of Incentive Securities on a particular basis in any year does not create any right or expectation of the grant of Incentive Securities on the same basis, or at all, in any future year.
- (e) No Participant has any right to compensation for any loss in relation to the EIP, including:
  - (i) any loss or reduction of any rights or expectations under the EIP in any circumstances or for any reason (including lawful or unlawful termination of employment or the employment relationship);
  - (ii) any exercise of a discretion or a decision taken in relation to a grant of Incentive Securities or in relation to the EIP, or any failure to exercise a discretion under these Rules;
  - (iii) the operation, suspension, termination or amendment of the EIP; or
  - (iv) lapse or forfeiture (as applicable) of any Incentive Securities.
- (f) The Participant irrevocably appoints each company secretary of the Company (or any other officer of the Company authorised by the Board for this purpose) as his or her attorney to do anything necessary to:
  - (i) allocate Shares to the Participant in accordance with these Rules;
  - (ii) effect a forfeiture of Shares in accordance with these Rules (including rule 7 or the terms of an Offer); and



- (iii) execute transfers of Shares in accordance with these Rules.

### **15.3 Power of the Board to administer the EIP**

- (a) The EIP is administered by the Board, which has power to:
  - (i) determine appropriate procedures for administration of the EIP consistent with these Rules including to implement an employee share trust for the purposes of delivering and holding Shares on behalf of Participants upon the grant of Restricted Shares or the Vesting of Rights or exercise of Options; and
  - (ii) delegate to any one or more persons for such period and on such conditions as it may determine the exercise of any of its powers or discretions arising under the EIP.
- (b) Except as otherwise expressly provided in the EIP, the Board has absolute and unfettered discretion to act or refrain from acting under or in connection with the EIP and in the exercise of any power or discretion under the EIP.

### **15.4 Waiver of terms and conditions**

Notwithstanding any other provisions of the EIP, the Board may at any time waive in whole or in part any terms or conditions (including any Vesting Condition) in relation to any Incentive Securities or Shares granted to a Participant.

### **15.5 Application of Corporations Act and Listing Rules**

Notwithstanding any other provisions of the EIP, Incentive Securities and Shares will not be allocated, issued, acquired, transferred or otherwise dealt with under the EIP if to do so would:

- (a) contravene the Corporations Act, the Listing Rules (if applicable), the Class Order (if being relied on) or any other applicable laws (including any applicable foreign law); or
- (b) require the Company or any Group Company to pay, provide, or procure the payment or provision of, any money or benefits to the Participant which would require shareholder approval under Part 2D.2, Division 2 of the Corporations Act.

### **15.6 Dispute or disagreement**

In the event of any dispute, disagreement or uncertainty as to the interpretation of the EIP, or as to any question or right arising from or related to the EIP or to any Incentive Securities or Shares granted under it, the decision of the Board is final and binding.

### **15.7 Approved leave of absence**

Subject to applicable laws, at the discretion of the Board, a Participant who is granted an approved leave of absence and who exercises their right to return to work under any applicable award, enterprise agreement, other agreement, statute or regulation may be treated as not having ceased to be an employee for the purposes of rule 8 of the Rules. Whether a Participant who is granted leave without pay is deemed to have ceased employment will be determined with reference to the Group's policies and any applicable laws.



## 15.8 Communication

- (a) Any notice or other communication provided under or in connection with the EIP may be given by personal delivery or by sending the same by post, email or facsimile to:
- (i) in the case of a company, to its registered office;
  - (ii) in the case of an individual, to the individual's last notified address; or
  - (iii) where a Participant is a Director or employee of the Group, either to the Participant's last known address, email address or to the address of the place of business at which the Participant performs the whole or substantially the whole of the duties of the Participant's office or employment.
- (b) Where a notice or other communication is given by post, it is deemed to have been received 48 hours (or, where given by post to an address outside of Australia, five days) after it was put into the post properly addressed and stamped. Where a notice or other communication is given by facsimile or email, it is deemed to have been received on completion of transmission.

## 15.9 Data protection

Subject to any applicable laws, by participating in the Plan, the Participant consents to the holding and processing of personal data provided by the Participant to the Group, the administrator of the Plan or the Trustee, for all purposes with regard to the operation of the Plan. These include, but are not limited to:

- (a) administering and maintaining Participant records;
- (b) providing information to the Trustee, registrars, brokers, printers or third party administrators of the Plan;
- (c) providing information to any regulatory authority (including the Australian Tax Office) where required under law; and
- (d) providing information to future purchasers of a Group Company or the business in which the Participant works.

## 15.10 Tax

Unless otherwise required by law, no Group Company is responsible for any Tax which may become payable by a Participant as a consequence of or in connection with the grant of any Incentive Securities, the allocation of any Shares or any Dealing with any Incentive Securities or any Shares.

## 15.11 Laws governing EIP

The EIP, and any Incentive Securities granted and Shares allocated under it, are governed by the laws of Victoria and the Commonwealth of Australia.



## Part D

### 16 Definition and Interpretation

#### 16.1 Definitions

| Defined term                   | Meaning   |
|--------------------------------|---|
| <b>ASX</b>                     | ASX Limited ACN 008 624 691 or the Australian Securities Exchange, as the context requires.   |
| <b>Board</b>                   | the board of directors of the Company, any committee of the board or a duly authorised person or body to which the board has delegated its powers under this EIP.   |
| <b>Casual Employee</b>         | an individual who is, or who might reasonably be expected to be, engaged to work the number of hours that are the pro rata equivalent of 40% or more of a comparable full time position with a Group Company.   |
| <b>Change of Control Event</b> | has the meaning given in rule 9.1(a).   |
| <b>Class Order</b>             | ASIC Class Order 14/1000, or any amendment or replacement of that Class Order.  |
| <b>Company</b>                 | Credit Clear Limited ACN 604 797 033.   |
| <b>Contractor</b>              | means:<br>(a) an individual with whom a Group Company has entered into a contract for the provision of services under which the individual performs work for a Group Company; or<br>(b) a company with whom a Group Company has entered into a contract for the provision of services under which an individual who is a director of the company or their spouse, performs work for a Group Company,<br>where the individual who performs the work under the contract is, or might reasonably be expected to be, engaged to work the number of hours that are the pro rata equivalent of 40% or more of a comparable full time position with a Group Company. |
| <b>Control</b>                 | has the meaning given in section 50AA of the Corporations Act.  |
| <b>Corporations Act</b>        | <i>Corporations Act 2001</i> (Cth).   |
| <b>Current Market Place</b>    | in relation to a Share, the arithmetic average of the daily volume weighted average market price (rounded to the nearest cent) of all Shares sold on the ASX during the previous twenty trading days, or any other calculation as   |



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| <b>Defined term</b>                        | <b>Meaning</b>   |
|--|--|
|  | determined by the Board.   |
| <b>Deal or Dealing</b>                     | in relation to an Incentive Security or Share (as the case may be), any dealing, including but not limited to:<br><ul style="list-style-type: none"><li>(a) a sale, transfer, assignment, encumbrance, option, swap, or any other alienation of all or any part of the rights attaching to the Incentive Security or Share;</li><li>(b) any attempt to do any of the actions set out in paragraph (a) above; and</li><li>(c) any hedging (including any dealing with a derivative instrument intended to "lock in" a profit relating to an Incentive Security, and any other transactions in financial products that operate to limit the economic risk associated with holding an Incentive Security.</li></ul> |
| <b>Director</b>                            | a director of the Company.   |
| <b>EIP or Plan</b>                         | the Credit Clear Limited Equity Incentive Plan as set out in these Rules.  |
| <b>Eligible Employee</b>                   | means:<br><ul style="list-style-type: none"><li>(a) a full time or part time employee of a Group Company (including a Director employed in an executive capacity);</li><li>(b) a non-executive Director of a Group Company;</li><li>(c) a Casual Employee;</li><li>(d) a Contractor; or</li><li>(e) any other person who is declared by the Board to be eligible to receive a grant of Incentive Securities under the EIP.</li></ul>   |
| <b>Exercise Price</b>                      | the amount payable to exercise an Option following Vesting as set out in an Offer (as adjusted or amended in accordance with these Rules).   |
| <b>Financial Misstatement Circumstance</b> | a material misstatement or omission in the financial statements of a Group Company or any other circumstances or events which, in the opinion of the Board, may, or are likely to, affect the Group's financial soundness or require re-statement of the Group's financial accounts, including, without limitation, as a result of misrepresentations, errors, omissions or negligence.  |
| <b>Group</b>                               | the Company and each Related Body Corporate of the Company.  |
| <b>Group Company</b>                       | a member of the Group.   |





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| <b>Defined term</b>           | <b>Meaning</b>   |
|-------------------------------|--|
| <b>Incentive Security</b>     | a Restricted Share, Right or Option (as the case may be).  |
| <b>Listing Rules</b>          | the official Listing Rules of the ASX and any other exchange on which the Company is listed as they may apply to the Company from time to time.  |
| <b>Offer</b>                  | an invitation to an Eligible Employee made by the Board under rule 1.1 to apply for, participate in, or receive (as applicable), a grant of, Incentive Securities.   |
| <b>Option</b>                 | an entitlement to receive a Share (or, in certain circumstances, to a cash payment in lieu of a Share) subject to satisfaction of applicable conditions (including any Vesting Condition) and compliance with the applicable exercise procedure (including payment of any applicable Exercise Price);  |
| <b>Participant</b>            | a person who has been allocated an Incentive Security or Share under the terms of this EIP from time to time.  |
| <b>Related Body Corporate</b> | has the meaning given in section 50 of the Corporations Act.   |
| <b>Restricted Share</b>       | a Share allocated in accordance with rule 4.1 that is subject to restrictions on Dealing, Vesting Conditions and/or other restrictions or conditions.  |
| <b>Right</b>                  | an entitlement to a Share (or, in certain circumstances, to a cash payment in lieu of a Share) subject to satisfaction of applicable conditions (including any Vesting Condition).   |
| <b>Rules</b>                  | the terms and conditions of the EIP as set out in this document as amended from time to time.  |
| <b>Share</b>                  | a fully paid ordinary share in the capital of the Company. A reference to a Share includes a reference to a Restricted Share.  |
| <b>Share Trading Policy</b>   | the Company's Share Trading Policy (as amended or replaced from time to time) or such other Group policy in relation to trading or Dealing in Shares as applicable from time to time.  |
| <b>Takeover Bid</b>           | has the meaning given in section 9 of the Corporations Act.  |
| <b>Tax</b>                    | Includes any tax, levy, impost, 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. |



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| Defined term             | Meaning  |
|--------------------------|--|
| <b>Trust Deed</b>        | in relation to an Offer, any trust deed nominated by the Company as the Trust Deed for the purposes of the Offer, as amended from time to time.  |
| <b>Trustee</b>           | the trustee under the Trust Deed.  |
| <b>Vest or Vesting</b>   | the process by which the holder of an Incentive Security becomes entitled to:<br><br>(a) in the case of a Right, be allocated a Share in accordance with rules 2.2 and 2.3;<br><br>(b) in the case of an Option, exercise the Option in accordance with rule 3.2 and 3.3;<br><br>(c) in the case of a Restricted Share, have all restrictions on disposing of or otherwise Dealing with the Restricted Share cease in accordance with rule 4.2 (other than any additional restrictions imposed by the Board under rule 5(d)),<br><br>following the satisfaction of all Vesting Conditions that apply to that Incentive Security. |
| <b>Vesting Condition</b> | performance, service or other conditions that must be satisfied or circumstances which must exist before an Incentive Security Vests under these Rules.  |
| <b>Vesting Period</b>    | the prescribed period for satisfaction of a Vesting Condition, advised to a participant by the Board under rule 1.2.   |

## 16.2 Interpretation

In the EIP, the following rules apply unless a contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of the EIP unless the context requires otherwise;
- (b) any reference in the EIP to any statute or statutory instrument includes a reference to that statute or statutory instrument as amended, consolidated, re-enacted or replaced from time to time;
- (c) a reference to any agreement or document includes a reference to that agreement or document as amended, novated, supplemented or amended from time to time;
- (d) any words denoting the singular include the plural and words denoting the plural include the singular;
- (e) where any word or phrase is given a definite meaning in this EIP, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (f) the word "includes" in any form is not a word of limitation; and



- (g) any determination, decision or exercise of power, by the Board will be at its absolute discretion.

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