

**INT Corporation Limited**  
**ACN 006 908 701**

# **Terms of Options**

**July 2014**

## **Options (expiry 30 June 2017)**

### **Issued by the current Board**

The terms and conditions of these Options are as follows:

- (a) Each Option gives the Optionholder the right to subscribe for 1 Share. To obtain the right given by each Option, the Optionholder must exercise the Options in accordance with these terms and conditions.
- (b) The Options will expire at 5:00pm (AEST) on 30 June 2017 (**Expiry Date**). Any Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
- (c) The amount payable upon exercise of each Option will be \$0.01 (**Exercise Price**).
- (d) Optionholders may exercise their Options by lodging with the Company, before the Expiry Date:
  - (i) a written notice of exercise of Options specifying the number of Options being exercised; and
  - (ii) a cheque or electronic funds transfer for the Exercise Price for the number of Options being exercised.

#### **(Exercise Notice)**

- (e) An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds.
- (f) Within 10 Business Days of receipt of the Exercise Notice accompanied by the Exercise Price, the Company will allot the number of Shares required under these terms and conditions in respect of the number of Options specified in the Exercise Notice.
- (g) The Options are freely transferable.
- (h) All Shares allotted upon the exercise of Options will upon allotment rank pari passu in all respects with other Shares.
- (i) The Company will not apply for quotation of the Options on ASX. However, the Company will apply for quotation of all Shares allotted pursuant to the exercise of the Options on ASX within 10 Business Days after the date of allotment of those Shares.
- (j) If at any time the issued capital of the Company is reconstructed, all rights of the Optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.
- (k) There are no participating rights or entitlements inherent in the Options and the Optionholder will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least 6 Business Days after the issue is announced. This will give the Optionholder the opportunity to exercise the Options prior to the date for determining entitlements to participate in any such issue.

- (l) In the event the Company proceeds with a pro rata issue (except a bonus issue) of securities to Shareholders after the date of issue of the Options, the exercise price of the Options may be reduced in accordance with the formula set out in ASX Listing Rule 6.22.2.
- (m) In the event the Company proceeds with a bonus issue of securities to Shareholders after the date of issue of the Options, the number of securities over which an Option is exercisable may be increased by the number of securities which the Optionholder would have received if the Option had been exercised before the record date for the bonus issue.

### **3 Year Management Options (expiry 16 July 2017)**

#### **Issued by the current Board**

The terms and conditions of these 3 Year Management Options are as follows:

- (a) Grant of the 3 Year Management Options is subject to approval by ordinary resolution of the Board.
- (b) Each 3 Year Management Option gives the Participant the right to subscribe for 1 Share upon:
  - (i) exercise of the 3 Year Management Option in accordance with these terms; and
  - (ii) payment of the Exercise Price.
- (c) The 3 Year Management Options will expire at 5.00pm (AEST) on the date 3 years after the Participant was issued the 3 Year Management Options in writing (**Expiry Date**).
- (d) Subject to paragraph (w), 3 Year Management Options may not be exercised until the share price of the Company has traded at 2 cents or above for an average of 20 business days (using the 20 day volume weighted average price).
- (e) Subject to paragraph (d) and paragraph (x), Participants may exercise 3 Year Management Options at any time prior to the Expiry Date.
- (f) Any 3 Year Management Option not exercised before the Expiry Date will automatically lapse at 5.00pm (AEST) on the Expiry Date.
- (g) Each 3 Year Management Option is exercisable at \$0.01 (**Exercise Price**), payable in full on exercise of that 3 Year Management Option.
- (h) A Participant may exercise all or some of the 3 Year Management Options held by that Participant. If a Participant exercises only part of the 3 Year Management Options held by that Participant, multiples of 100,000 3 Year Management Options must be exercised on each occasion.
- (i) If a Participant exercises fewer than all of the 3 Year Management Options held by that Participant, the Company will cancel the Participant's holding statement and issue or cause to be issued a new holding statement for the balance of the 3 Year Management Options held by that Participant.
- (j) The exercise of only some 3 Year Management Options will not affect the rights of that Participant in respect of the balance of the 3 Year Management Options held by that Participant.
- (k) 3 Year Management Options may only be exercised by a Participant lodging with the Company:
  - (i) a signed written notice of exercise of 3 Year Management Options (in the form attached to this Schedule) specifying the number of 3 Year Management Options being exercised;
  - (ii) the holding statement for the 3 Year Management Options; and

- (iii) a cheque or electronic funds transfer notice for the Exercise Price for the number of 3 Year Management Options being exercised.

**(Exercise Notice)**

- (l) An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds.
- (m) Within 10 Business Days of receipt of the Exercise Notice and the full amount of the Exercise Price in cleared funds, the Company will allot the number of Shares to the Participant required under these Rules in respect of the number of 3 Year Management Options specified in the Exercise Notice.
- (n) Subject to the Corporations Act and the ASX Listing Rules, the 3 Year Management Options are freely transferable.
- (o) All Shares allotted upon the exercise of the 3 Year Management Options will, upon issuance, rank *pari passu* in all respects with other Shares.
- (p) The Company will not apply for quotation of the 3 Year Management Options on ASX.
- (q) The Company will apply for quotation of all Shares allotted pursuant to the exercise of the 3 Year Management Options on ASX within 10 Business Days after the date of allotment of those Shares.
- (r) If at any time the issued capital of the Company is reconstructed, all rights of the Participant are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.
- (s) There are no participating rights or entitlements inherent in the 3 Year Management Options and the Participant will not be entitled to participate in new issues of capital offered to shareholders during the currency of the 3 Year Management Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least 6 Business Days after the issue is announced. This will give the Participant the opportunity to exercise the 3 Year Management Options prior to the date for determining entitlements to participate in any such issue.
- (t) In the event the Company proceeds with a pro rata issue (other than a bonus issue) of securities to shareholders after the date of issue of the 3 Year Management Options, the Exercise Price will be reduced in the manner permitted by the ASX Listing Rules applying at the time of the pro rata issue.
- (u) In the event the Company proceeds with a bonus issue of securities to shareholders after the date of issue of the 3 Year Management Options, the number of securities over which a 3 Year Management Option is exercisable may be increased in the manner permitted by the ASX Listing Rules applying at the time of the bonus issue.
- (v) The Company is entitled to treat the registered holder of 3 Year Management Options as the absolute holder of that 3 Year Management Option and is not bound to recognise any equitable or other claim to, or interest in, that 3 Year Management Option on the part of any person other than the registered holder, except as ordered by a court of competent jurisdiction or as required by statute.

- (w) If a Change of Control Event occurs, all unvested 3 Year Management Options will automatically vest and be free of the condition set out in paragraph (d) and may be exercised at any time on or before the relevant Expiry Date and in any number.
- (x) If a Participant's employment or engagement with the Company or a Related Body Corporate is terminated in circumstances where they are a Bad Leaver then any 3 Year Management Option not exercised by the Participant before the date of the termination will automatically lapse.

## **5 Year Management Options (expiry 16 July 2019)**

### **Issued by the current Board**

The terms and conditions of these 5 Year Management Options are as follows:

- (a) Grant of the 5 Year Management Options is subject to approval by ordinary resolution of the Board.
- (b) Each 5 Year Conditional Option gives the Participant the right to subscribe for 1 Share upon:
  - (i) exercise of the 5 Year Conditional Option in accordance with these terms; and
  - (ii) payment of the Exercise Price.
- (c) The 5 Year Management Options will expire at 5.00pm (AEST) on the date 5 years after the Participant was granted the 5 Year Management Options in writing (**Expiry Date**).
- (d) Subject to paragraph (w) below, 5 Year Management Options may not be exercised until the share price of the Company has traded at 3 cents or above for an average of 20 business days (using the 20 day volume weighted average price).
- (e) Subject to paragraph (d) and paragraph (x), Participants may exercise 5 Year Management Options at any time prior to the Expiry Date.
- (f) Any 5 Year Conditional Option not exercised before the Expiry Date will automatically lapse at 5.00pm (AEST) on the Expiry Date.
- (g) Each 5 Year Conditional Option is exercisable at \$0.01 (**Exercise Price**), payable in full on exercise of that 5 Year Conditional Option.
- (h) A Participant may exercise all or some of the 5 Year Management Options held by that Participant. If a Participant exercises only part of the 5 Year Management Options held by that Participant, multiples of 100,000 5 Year Management Options must be exercised on each occasion.
- (i) If a Participant exercises fewer than all of the 5 Year Management Options held by that Participant, the Company will cancel the Participant's holding statement and issue or cause to be issued a new holding statement for the balance of the 3 Year Management Options held by that Participant.
- (j) The exercise of only some 5 Year Management Options will not affect the rights of that Participant in respect of the balance of the 5 Year Management Options held by that Participant.
- (k) 5 Year Management Options may only be exercised by a Participant lodging with the Company:
  - (i) a signed written notice of exercise of 5 Year Management Options (in the form attached to this Schedule) specifying the number of 5 Year Management Options being exercised;
  - (ii) the holding statement for the 5 Year Management Options; and

- (iii) a cheque or electronic funds transfer notice for the Exercise Price for the number of 5 Year Management Options being exercised.

**(Exercise Notice)**

- (l) An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds.
- (m) Within 10 Business Days of receipt of the Exercise Notice and the full amount of the Exercise Price in cleared funds, the Company will allot the number of Shares to the Participant required under these Rules in respect of the number of 5 Year Management Options specified in the Exercise Notice.
- (n) Subject to the Corporations Act and the ASX Listing Rules, the 5 Year Management Options are freely transferable.
- (o) All Shares allotted upon the exercise of the 5 Year Management Options will, upon issuance, rank *pari passu* in all respects with other Shares.
- (p) The Company will not apply for quotation of the 5 Year Management Options on ASX.
- (q) The Company will apply for quotation of all Shares allotted pursuant to the exercise of the 5 Year Management Options on ASX within 10 Business Days after the date of allotment of those Shares.
- (r) If at any time the issued capital of the Company is reconstructed, all rights of the Participant are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.
- (s) There are no participating rights or entitlements inherent in the 5 Year Management Options and the Participant will not be entitled to participate in new issues of capital offered to shareholders during the currency of the 5 Year Management Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least 6 Business Days after the issue is announced. This will give the Participant the opportunity to exercise the 5 Year Management Options prior to the date for determining entitlements to participate in any such issue.
- (t) In the event the Company proceeds with a pro rata issue (other than a bonus issue) of securities to shareholders after the date of issue of the 5 Year Management Options, the Exercise Price will be reduced in the manner permitted by the ASX Listing Rules applying at the time of the pro rata issue.
- (u) In the event the Company proceeds with a bonus issue of securities to shareholders after the date of issue of the 5 Year Management Options, the number of securities over which a 5 Year Conditional Option is exercisable may be increased in the manner permitted by the ASX Listing Rules applying at the time of the bonus issue.
- (v) The Company is entitled to treat the registered holder of 5 Year Management Options as the absolute holder of that 5 Year Conditional Option and is not bound to recognise any equitable or other claim to, or interest in, that 5 Year Conditional Option on the part of any person other than the registered holder, except as ordered by a court of competent jurisdiction or as required by statute.
- (w) If a Change of Control Event occurs all unvested 5 Year Management Options will automatically vest and be free of the condition set out in paragraph (d) above and



may be exercised at any time on or before the relevant Expiry Date and in any number.

- (x) If a Participant's employment or engagement with the Company or a Related Body Corporate is terminated in circumstances where they are a Bad Leaver then any 5 Year Management Option not exercised by the Participant before the date of the termination will automatically lapse.

**Definitions for 3 Year Management Options (expiry 16 July 2017)**  
**and 5 Year Management Options (expiry 16 July 2019)**

**ASX** means ASX Limited ACN 008 624 691 or, as the context requires, the financial market operated by it.

**Bad Leaver** means the circumstances where the employment or engagement of a Participant with the Company or a Related Body Corporate is terminated by the Company or the Related Body Corporate because Participant has engaged in Gross Misconduct; or because the Participant is convicted of any major criminal offence which brings the Company or any of its Related Bodies Corporate into lasting disrepute; or because the Participant discloses, communicates or uses Price Sensitive Information without the prior written consent of the Board except to the extent that the Executive is required by law to disclose, communicate or use that information.

**Board** means all or some of the Directors acting as a board.

**Change of Control Event** means where:

- (a) a Court orders a meeting to be held in relation to a proposed compromise or arrangement for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies;
- (b) any person becomes bound or entitled to acquire shares in the Company under:
  - (i) section 411 of the Corporations Act (upon a scheme of arrangement being approved); or
  - (ii) Chapter 6A of the Corporations Act (compulsory acquisition following a Takeover Bid);
- (c) a Takeover Bid or other offer is made to acquire more than 50% of the voting shares of the Company and has become unconditional;
- (d) the Company passes a resolution for voluntary winding up;
- (e) an order is made for the compulsory winding up of the Company; or
- (f) a person or a group of associated persons obtains a Relevant Interest in sufficient Shares to give it or them the ability, in a general meeting, to replace all or a majority of the Board.

**Company** means INT Corporation Limited ACN 006 908 701.

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

**Director** means a director of the Company from time to time.

**Gross Misconduct** means any act, neglect or default or conduct committed, including without limitation, neglecting to properly discharge the Participant's duties under his/her

agreement with the Company with the direct or indirect effect of causing any material damage to the Company or its reputation in the reasonable opinion of the Board.

**Listing Rules** means the official listing rules of ASX.

**Participant** means a full-time or part-time employee or a Director of the Company or an Associated Body Corporate or a person engaged by the Company as a contractor consultant, who is invited by the Board to hold Options under the terms of these Rules.

**Price Sensitive Information** means any information which a reasonable person would expect to have a material effect on the price or value of securities of the Company or any Related Body Corporate. The expression “material effect on the price or value” will have the meaning given under section 1072D of the Corporations Act.

**Rules** means these rules as altered or added to from time to time and a reference to a provision of these rules is a reference to that provision as altered or added to from time to time, and for the avoidance of doubt, includes the 3 Year Terms, the 5 Year Terms and any New Terms.

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

**Options (expiry 30 November 2015)**

**Issued prior to appointment of current Board**

The terms and conditions of these Options are as follows:

- (a) Options issued as part of the Directors and Executive Options Plan (**DEOP**), as set out in the 2011 Notice of Annual General Meeting.
- (b) Exercise Price: A\$4.00.
- (c) Expiry Date: 30 November 2015.
- (d) Shares issued on conversion of the Options are fully paid ordinary shares in the Company and rank pari passu with other fully paid ordinary shares on issue.

**Options (expiry 22 February 2018)**

**Issued prior to appointment of current Board**

The terms and conditions of these Options are as follows:

- (a) Options issued as part of the DEOP, as set out in the 2012 Notice of Annual General Meeting.
- (b) Exercise Price: A\$2.00.
- (c) Expiry Date: 22 February 2018.
- (d) Shares issued on conversion of the Options are fully paid ordinary shares in the Company and rank pari passu with other fully paid ordinary shares on issue.