

Effective from 24 July 2015

CGH Employee Share Option Plan Rules

Costa Group Holdings Limited
ABN 68 151 363 129

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Rules

1. Interpretation

1.1 Definitions

In these rules, unless the context otherwise requires:

ASIC means Australian Securities and Investments Commission.

Asset Sale means a sale of a sale of all or substantially all of the business and assets of the Group on arms length terms to one or more Unrelated Buyer(s) as part of a single transaction or a series of related transactions, combined with a distribution of an amount equivalent to net proceeds to the Shareholders and (if applicable and subject to the Plan, holders of the Shares) in their Respective Proportions.

ASX means ASX Limited or Australian Securities Exchange as appropriate.

Board means all or some of the directors of the Company acting as a board.

Certificate means the Option certificate issued pursuant to rule 6.5 in the form approved by the Board from time to time or, if the Board has determined that Options will be uncertificated, then the statement issued to the Participant which discloses the number of Options entered in the register of Option holders in respect of the Participant.

Class A Shareholder(s) has the same meaning given to that term in the Shareholders' Deed.

Class B Shareholder(s) has the same meaning given to that term in the Shareholders' Deed.

Company means Costa Group Holdings Limited ABN 68 151 363 129.

Constitution means the constitution of the Company.

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

Eligible Employee means an Employee who the Board determines is to receive an Offer.

Employee means a full-time or part-time employee of a Group Company, including a director of a Group Company holding a salaried employment in any Group Company.

Exercise Conditions means, in respect of an Offer, the conditions determined by the Board and specified in the Offer which must be satisfied before the Option can be exercised, as reduced (if at all) or waived in whole or in part at any time in any particular case by the Board and notified to the Participant.

Exercise Notice means a notice in the form set out in Schedule 1 or such other form approved by the Board from time to time, stating that a Participant wants to exercise all or some of his or her Options.

Exercise Period means, in respect of an Option, the period designated by the Board and notified to the Participant as being the period during which the Participant may exercise the Option or any part of it.

Exercise Price means, in respect of an Option, the amount payable by the holder on the exercise of the Option, as stated in the Offer (as adjusted in accordance with rule 13, if relevant).

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

Group means the Company and its Subsidiaries and **Group Company** means any one of them.

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

Listing Rules means the Listing Rules of ASX and any other rules of ASX which are applicable to the Company while the Company is admitted to the official list of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.

Offer means an offer of Options to an Eligible Employee by the Company.

Option means an option granted to an Eligible Employee under the Plan to subscribe for a Share.

Option Value means, in relation to an Option, the value of the Shares that would be issuable upon the exercise of the Option, as reasonably determined by the Board, immediately prior to their exercise on a fully diluted basis as if all Options, and other options or securities to subscribe for shares or convertible shares in the Company, are exercised or converted, their exercise prices are paid and the shares in the capital of the Company issuable or created upon exercise or conversion are issued, less the Exercise Price of such Option.

Participant means a person who holds Options granted under this Plan and includes, if a Participant dies or becomes subject to a legal disability, the legal personal representative of the Participant.

Plan means the plan established and operated by these rules and known as the 'CGH Employee Share Option Plan'.

Pre-Vesting Termination Date means, in relation to a Participant, if that Participant ceases to be an employee of any Group Company before the Vesting Date, the date on which that Participant ceased to be an employee of any Group Company.

Reorganisation Event means:

- (a) a bonus issue of shares in the capital of the Company;
- (b) a sub-division or consolidation of shares in the capital of the Company; or
- (c) any other reorganisation or reconstruction of shares in the capital of the Company where the Company does not pay or receive cash or any other form of property.

Respective Proportions means:

- (a) when used in relation to all holders of shares in the capital of the Company, the proportions which their respective holdings of shares bear to all of the issued shares in the capital of the Company; or

- (b) when used in relation to less than all the holders of shares in the capital of the Company, the proportions which their respective holdings of those shares bear to the aggregate holdings of the shares of those holders.

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

Share means a non-voting fully paid C class share in the capital of the Company.

Shareholder means a registered holder of one or more shares in the capital of the Company (other than a non-voting share).

Shareholders' Deed means the shareholders' deed governing the operation of the Company between the Company and its Class A Shareholder(s) and Class B Shareholder(s), as varied from time to time.

Subsidiary has the meaning given in the Corporations Act.

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

Termination Date means, in relation to a Participant, the date that Participant ceased to be an employee of any Group Company.

Unrelated Buyer means a bona fide, arms length, actual or proposed (as the context requires) buyer of ordinary shares in or assets of a Group Company who is not:

- (a) a party to the Shareholders' Deed;
- (b) an Affiliate (as defined in the Shareholders' Deed) of a party to the Shareholders' Deed;
- (c) a Related Party (as defined in the Shareholders' Deed) of a party to the Shareholders' Deed; or
- (d) a Portfolio Company in respect of which the Investor Advisor or an Investor Affiliate (as each of those capitalised terms is defined in the Shareholders' Deed) owns 51% or more of the voting capital in that Portfolio Company.

Vesting Date means, in respect of a Participant, the date (if any) specified in the Offer made to that Participant as the 'Vesting Date' for the purpose of rule 10.1(e).

1.2 Application of Listing Rules

In these rules, a reference to the Listing Rules only applies while the Company is on the official list of ASX.

While the Company is on the official list of ASX:

- (a) despite anything contained in these rules, if the Listing Rules prohibit an act being done, the act must not be done;
- (b) nothing contained in these rules prevents an act being done that the Listing Rules require to be done;

- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done as the case may be;
- (d) if the Listing Rules require these rules to contain a provision and it does not contain such a provision, these rules are taken to contain that provision;
- (e) if the Listing Rules require these rules not to contain a provision and it contains such a provision, these rules are taken not to contain that provision; and
- (f) if any provision of these rules is or becomes inconsistent with the Listing Rules, these rules are taken not to contain that provision to the extent of the inconsistency.

2. Purpose of the plan

The purpose of the Plan is to:

- 2.1 provide a means by which Eligible Employees can participate in the future growth and profitability of the Group;
- 2.2 provide an incentive to Eligible Employees to contribute to the growth and profitability of the Group;
- 2.3 provide a means to attract and retain a high quality of employees,
by providing Eligible Employees with the opportunity to acquire Options, and ultimately Shares, in accordance with these rules.

3. Commencement and operation of the plan

- 3.1 The Plan will commence operation on the date determined by the Board.
- 3.2 The Plan shall operate in accordance with these rules, which bind each Group Company and each Participant.

4. Limitations

4.1 Options granted only to Eligible Employees

Unless the Board determines otherwise, Options may not be offered or granted to a Participant under the Plan unless the Participant is an Eligible Employee as at the date of the Offer and also at the Grant Date.

4.2 Compliance with laws

No Option may be offered or granted to, or exercised by, an Eligible Employee or a Participant if to do so would contravene the Corporations Act or any other applicable law.

4.3 No consideration payable on grant

Subject to the Board's discretion to require payment of a nominal consideration for the grant of an Option, no consideration will be payable on the grant of an Option.

5. Offers

5.1 Board may make Offers

Subject to these rules, the Board may, in its absolute discretion from time to time, make Offers to any Eligible Employee.

5.2 Form of offer

An Offer must be in writing and must state:

- (a) the name and address of the Eligible Employee to whom the Offer is made;
- (b) the date of the Offer;
- (c) the maximum number of Options available to the Eligible Employee;
- (d) the price (if any) payable for the Options;
- (e) the time period for acceptance of the Offer;
- (f) the Exercise Price; and
- (g) the Exercise Conditions (if any) and any other specific terms and conditions applicable to each Option and to the Offer.

5.3 Offer to be accompanied by rules

The Offer must be accompanied by these rules and such other documents and include such information and undertakings as are required by ASIC or under the Corporations Act.

5.4 Number of Options

The number of Options offered to an Eligible Employee shall be determined by the Board.

5.5 Exercise Price

Subject to any adjustment under rule 13, the Exercise Price in respect of an Option shall be such amount (if any) as the Board determines at the time of the grant of the Option.

5.6 Offers personal

An Offer is personal to the Eligible Employee to whom it is made. Only the Eligible Employee to whom an Offer is made may accept the invitation constituted by the Offer and the Company may only issue the Options referred to in the Offer to that Eligible Employee.

6. Acceptance of offer

6.1 Form of acceptance

An Eligible Employee who receives an Offer and wishes to accept it must deliver written notice of acceptance of the Offer to the Company.

6.2 Acceptance in whole only

An Eligible Employee may accept an Offer in whole only.

6.3 Participant bound by rules

On delivery to the Company of his or her written notice of acceptance of the Offer, an Eligible Employee becomes a Participant and is bound by these rules.

6.4 Grant of Options

The Company shall, after receiving a written notice of acceptance from an Eligible Employee, grant to the Eligible Employee the Options the subject of the acceptance and notify the Eligible Employee of the Grant Date of the Options.

6.5 Certificates

The Company may issue to a Participant one or more certificates evidencing the Options granted to the Participant and setting out the number of Shares for which the Participant is entitled to subscribe.

6.6 Lapse

An Offer not accepted in accordance with rule 6.1 will lapse unless the Board determines otherwise.

7. Entitlement

7.1 One Share per Option

Each Option entitles the Participant who is the holder to subscribe for and be issued one Share at the Exercise Price.

7.2 Issue of Shares

Subject to these rules, the Company must issue a Share on exercise of an Option.

8. Exercise of Options

8.1 Exercise Period

A Participant may only exercise an Option during the Exercise Period.

8.2 Exercise Conditions

If an Offer in respect of an Option specified any Exercise Conditions, the Participant may not exercise the Option unless the Exercise Conditions have been satisfied or the Board determines otherwise.

8.3 Form of exercise

Subject to these rules, an Option which has not been forfeited may be exercised by the Participant delivering to the Secretary of the Company:

- (a) an Exercise Notice signed by the Participant;
- (b) the Certificate or Certificates for the Options (if any); and

- (c) where applicable, the subscription monies for the relevant Shares, being the number of Options exercised by the Participant multiplied by the Exercise Price.

8.4 Exercise all Options

A Participant must exercise all Options at the one time.

8.5 Options not exercised are forfeited

Any Options not exercised by a Participant in accordance with rule 8.3 during the Exercise Period will be forfeited on the expiry of the Exercise Period.

8.6 Death or incapacity

If a Participant dies or becomes legally incapacitated before the Options granted to that Participant are forfeited, the Participant's Legal Personal Representative may exercise the Participant's rights under the Plan and shall be deemed to be a Participant for the purposes of these rules.

9. Cash offer

9.1 The Company may buy Options

- (a) Instead of issuing Shares in accordance with rule 8, the Company may, in its entire discretion, offer to buy all or some of a Participant's Options or procure a third party to buy all or some of the Options under this rule 9.
- (b) The Company may make or procure such an offer whether or not the Exercise Conditions to which any of the Participant's Options are subject have been satisfied.

9.2 Consideration

- (a) If the Company offers to buy Options, or procure a third party to offer to buy Options, under rule 9.1 and the Participant accepts such offer, then the Company will pay the Participant, or procure the payment to the Participant of, the Option Value in respect of each Participant's Option that is purchased.
- (b) This rule does not apply to any Options that have already been forfeited.

9.3 Further assurances

If the Company elects to procure a third party to offer to buy all or some of the Options held by a Participant and the Participant accepts such offer, then that Participant must do all things and execute such documents as the Board may require to effect the sale of those Options to a third party.

9.4 Meaning of 'buy'

For the purpose of this rule 9, **buy** includes buy back or cancel in any manner permitted by law

10. Forfeiture of options

10.1 When Options will be forfeited

All Options, whether vested or unvested (except as provided in rule (e)) will be forfeited on the earliest of:

- (a) the expiry of the Exercise Period in accordance with rule 8.5;
- (b) unless the Board determines otherwise, the date it is purchased in accordance with rule 9;
- (c) 9 years and 364 days after the Grant Date;
- (d) the date the Board determines that the Option will be forfeited because the Participant (in the Board's opinion):
 - (a) has breached a material obligation under the Plan;
 - (b) has committed an act of fraud or serious misconduct in relation to the affairs of a Group Company (whether or not charged with an offence) or gross dereliction of duty;
 - (c) has become insolvent, declared himself or become bankrupt or entered into administration or does something or has something done which prevents the Participant from or may result in the Participant being unable to properly perform his duties; or
 - (d) has done any act which brings a Group Company into disrepute; and
- (e) in relation to an unvested Option, the Pre-Vesting Termination Date.

10.2 Cessation of rights

On an Option being forfeited, all rights of a Participant under the Plan in respect of the Option shall cease.

11. Dealings with Options

11.1 Options personal

Options held by a Participant are personal to the Participant and may not be sold or assigned to, or exercised by, any other person (other than as permitted by rule 8.6).

11.2 No dealing in Options

Subject to rule 9, a Participant must not dispose of, grant any Security Interest over or otherwise deal with any Options or any interest in any Options without the prior written consent of the Board, and any such purported Security Interest or disposal or dealing will not be recognised in any manner by the Company and is void and has no effect.

12. Restriction on disposal of shares

12.1 No disposal

Without prejudice to the terms of the Constitution and the Shareholders' Deed, a Participant may not dispose of, deal with or grant a Security interest over, any Shares issued on exercise of an Option (**Restricted Shares**) or purport to do any of those things. Any purported disposal or dealing not in accordance with this rule 12.1 is void and has no effect.

12.2 No registration

Subject to any laws, the terms of the Constitution and the Shareholders' Deed, the Company must, and each Participant instructs the Company to:

- (a) refuse to register a purported transfer of any Shares issued on exercise of the Options; and
- (b) if the Board instructs the Company to do so, ensure a holding lock is applied to prevent a transfer.

12.3 Enforcement

To enforce any restrictions on any Shares held by a Participant (including Restricted Shares), the Board may require the Participant to:

- (a) deposit all certificates (if any) representing those Shares with the Company or an agent designated by the Company to hold in escrow until such restrictions have lapsed or terminated, and the Board may cause a legend or legends referring to such restrictions to be placed on the certificates; and
- (b) enter into such other arrangements as may be reasonably required by the Board to enforce such restrictions (and may refuse to issue such Shares until such arrangements have been executed by the Participant).

13. New issues and reconstructions of capital

13.1 Participation in new issues

Participants are not entitled to participate in any new issue of securities in the Company unless the Board determines otherwise.

13.2 Adjustment for a Reorganisation Event

Subject to the Listing Rules, if a Reorganisation Event occurs, the Board may, acting reasonably, adjust the terms of any Option having regard to the nature and the effect of the relevant Reorganisation Event, such that the underlying economic principles of the Option remain substantially unchanged. The adjustment may include one or more of:

- (a) varying the number of Shares into which the Option is exercisable;
- (b) varying the Exercise Price.

13.3 Exchange of Options

The Board may require the Participant to exchange their Options for a specified number of securities as determined by the Board in an existing or newly incorporated vehicle in

connection with a Reorganisation Event or other restructuring of the Company or other Group Company approved by the Board, provided that the securities acquired on exchange are on substantially equivalent economic terms as the Options.

13.4 Winding up

If (whether before or during the Exercise Period) a resolution for a members voluntary winding up of the Company is passed (other than for the purpose of a reconstruction or amalgamation), the Board may, in its absolute discretion, give written notice to Participants of the passing of the resolution. Subject to the Exercise Conditions, the Participants shall be entitled, in the period referred to in the notice, to exercise their Options.

13.5 Fractions

For the purposes of this rule 13, if Options are exercised simultaneously, then the Participant may aggregate the number of Shares or fractions of Shares for which the Participant is entitled to subscribe. Fractions in the aggregate number only will be disregarded in determining the total entitlements of a Participant.

13.6 Board decisions final

Any calculations or adjustments which are required to be made under this rule 13 will be made by the Board and will, in the absence of manifest error, be final and conclusive and binding on the Company and the Participant.

13.7 Notice of changes

The Company must give to each Participant notice of any change to the Exercise Price of any Options held by the Participant or to the number of Shares which the Participant is entitled to subscribe for on exercise of an Option.

14. Administration of the plan

14.1 Administration

The Plan shall be administered by the Board which has the power to:

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

14.2 Reporting requirements

The Board must ensure that the Company complies with all reporting and withholding tax requirements (if any) in respect of the Plan.

14.3 Board determinations

Where these rules provide for a determination, decision, approval or opinion of the Board, such determination, decision, approval or opinion may be made or given by the Board in its absolute discretion.

14.4 No fiduciary duties

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

14.5 Cost of administration

The Company shall pay all expenses, costs and charges incurred in its administration of the Plan.

15. Amendment to rules

15.1 Amendment

The Board may at any time amend any of these rules or waive or modify the application of any of these rules in relation to any Participant.

15.2 Effect on outstanding Options

If the Board so determines, any amendment will apply to any outstanding Options as at the date on which the amendment has effect. No amendment will apply to any outstanding Options if such amendment would have a material adverse effect on a Participant (in respect of his or her outstanding Options) except where the purpose of the amendment is to ensure compliance with the Corporations Act or where the Company has obtained the prior consent of Participants (who must not unreasonably withhold or delay giving consent) who between them hold not less than 50 per cent of the total number of Options held by all Participants.

16. Rights and obligations of participants

16.1 No additional rights

These rules:

- (a) do not confer on any Employee the right to receive an Offer;
- (b) do not confer on any Participant the right to continue as an Employee;
- (c) do not affect any rights which any Group Company may have to terminate the employment of any Participant; and
- (d) may not be used to increase damages in any action brought against any Group Company in respect of that termination.

16.2 Other schemes

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

16.3 General meetings

A Participant shall not, by reason of being a Participant, be entitled to receive notices of, or have any right to attend or vote at, general meetings of the Company.

16.4 No interest in Shares

A Participant shall have no interest in a Share the subject of an Option held by the Participant unless and until the Share is issued to that Participant under these rules.

16.5 Tax

A Participant is responsible for any Tax liability arising to the Participant in relation to any aspect of the Plan or his or her rights under it. The Company shall have not responsibility for any Tax assessed on any Participant in relation to any aspect of the Plan or his or her rights under it.

17. Notices

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

18. Governing law

18.1 Governing law

These rules and the rights and obligations of Participants are governed by the laws of the State of Victoria.

18.2 Submission

Each Participant irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Victoria and courts entitled to hear appeals from those courts.

19. Advice

Eligible Employees should obtain their own independent advice at their own expense on the financial, taxation and other consequences to them of or relating to participation in the Plan. Each Participant acknowledges that he or she is not relying on anything that the Company, the Board or any member of the Board has said or done.

20. Interpretation

20.1 Interpretation

In these rules, unless a contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of the Plan unless the context requires otherwise;
- (b) any reference in these rules to any enactment includes a reference to that enactment as from time to time amended, consolidated, re-enacted or replaced and to all regulations or instruments issued under it;
- (c) any words denoting the singular include the plural and words denoting the plural include the singular;
- (d) any words denoting one gender include the other gender;
- (e) where any word or phrase is given a definite meaning in these rules, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (f) a reference to a power, right or discretion being exercisable by the Board is taken to be a reference to that power, right or discretion being exercisable by a delegate of the Board; and
- (g) a reference to a person includes the legal representatives, successors and assigns of that person.

20.2 Primary Instruments

These rules are to be interpreted subject to the Constitution, the Corporations Act and any other applicable laws.

Exercise Notice

<Date>

To: Company Secretary
Costa Group Holdings Ltd ABN 68 151 363 129
Locked Bag 1000
Sunshine Vic 3020

Dear Sir

Option Exercise Notice

As the holder of the following Options to subscribe for fully-paid C class shares in Costa Group Holdings Limited (**Company**), I irrevocably exercise the following Options in accordance with the CGH Employee Share Option Rules (**Plan Rules**) and request the issue to me of a corresponding number of fully paid C class shares in the capital of the Company.

	Option Certificate No. (enclosed)	No of Options to be Exercised	Exercise Price (\$)
			\$1.45
		Total	

I enclose the above Option Certificates and a cheque payable to 'Costa Group Holdings Limited' for the total exercise price set out above in full settlement of the exercise price of the Options I have elected to exercise.

Further to my request to exercise the above Options:

- I understand that my request to exercise the Options will be subject to the satisfaction of all Exercise Conditions (including any vesting periods) and other requirements set out in my Offer letter and the Plan Rules;
- I request that you enter my name on the register of shareholders of the Company in respect of the C class shares issued to me; and
- I agree to be bound by the Plan Rules and the Constitution of the Company in force when the shares are issued to me.

Signature

Print full name

Print address

Date: