

MYOB Group Limited
ACN 153 094 958

Notice of Meeting of Holders of Performance Shares

Notice is hereby given that a Meeting of the Holders of Performance Shares issued by MYOB Group Limited (the **Company** or **MYOB**) will be held at:

45 Clarence Street, Sydney NSW 2000

on

Wednesday 27 April 2016
at 4:00pm (Sydney time)

Business of the Meeting of Holders of Performance Shares

Item 1 - Amendment of the Performance Share Terms

To consider, and if thought fit, pass the following resolution as a **special resolution** to be decided on a poll:

"That, subject to approval by a special resolution of the ordinary shareholders, for the purposes of Article 8 of the Company's Constitution and section 136 of the Corporations Act 2001 (Cth) and for all other purposes, the terms of the performance shares, as set out in Schedule 1 of the Company's Constitution, be amended in accordance with the mark-up set out in Annexure A to the Explanatory Memorandum".

Voting Exclusion

In accordance with the Corporations Act 2001 (Cth), the Company's key management personnel (**KMP**) and their closely related parties are not permitted to cast a vote on Item 1 as a proxy for another person who is permitted to vote, unless the appointment of proxy either:

- specifies the way the proxy is to vote on Item 1; or
- expressly authorises the Chairman of the Meeting to exercise the undirected proxies even if the resolution is directly or indirectly connected with the remuneration of a member of the KMP.

BY ORDER OF THE BOARD

Ian Boylan
Company Secretary
29 March 2016

Eligibility to Attend and Vote

For the purpose of attending or voting at the Meeting, performance shares will be taken to be held by the persons who are registered holders at 7.00pm (Sydney time) on Monday 25 April 2016 (**Shareholder**).

Voting by Proxy

In accordance with section 249L of the Corporations Act 2001 (Cth), a Shareholder may attend the Meeting and vote in person or may appoint a proxy to attend and vote on the Shareholder's behalf.

A member who is entitled to attend but prefers to use a proxy vote may appoint no more than two proxies. If two proxies are appointed the proportion of votes each proxy is entitled to exercise must be specified. If no proportion or vote number is specified, each proxy may exercise half the number of votes.

A proxy does not need to be a member of the Company. A body corporate appointed as a member's proxy may appoint a representative to exercise any of the powers the body may exercise as a proxy at the Meeting. The representative must bring to the Meeting a properly executed letter or other document confirming that they are authorised to act as the Corporate Shareholder's representative.

If a Shareholder has not directed the proxy on how to vote, the proxy may vote as the proxy deems fit, and similarly if the Shareholder appoints the Chair of the Meeting as proxy but does not direct the Chair on how to vote, the Chair will vote in accordance with his voting intention as stated, namely in favour of the proposed resolution set out in the Notice of Meeting of Holders of Performance Shares.

Proxy voting by the Chair

The Chairman intends to vote undirected proxies in favour of the proposed resolution. In the event that there is a change to the Chairman's intention to vote it will be announced on the MYOB website before the Meeting. The Chairman's decision on how to vote on all occasions is conclusive.

Where the Chairman is appointed as a Shareholder's proxy and the Shareholder has:

- marked the Chairman's box on the proxy form; and
- has not specified the way in which the Chairman is to vote,

the Shareholder is directing the Chairman to vote in accordance with the Chairman's voting intentions.

Proxy Forms

The proxy form (and the power of attorney or other authority, if any, under which a proxy form is signed, or a certified copy of the power or other authority) must be completed and received by the Company no later than 4:00pm (Sydney time) on Monday 25 April 2016.

Proxies (and, if applicable, authorities) may be returned:

By email (preferred)

Ian Boylan (Company Secretary) at ian.boylan@myob.com.

By mail

MYOB Group Limited
c/- Ian Boylan, General Counsel
Level 3, 235 Springvale Road
Glen Waverley, Victoria 3150

By hand (business hours only 9.00 am to 5.00 pm Monday to Friday)

MYOB Group Limited
c/- Ian Boylan, General Counsel
Level 3, 235 Springvale Road
Glen Waverley, Victoria 3150

Any proxy form received after 4:00pm (Sydney time) on Monday 25 April 2016 will not be valid for the scheduled Meeting.

Explanatory Memorandum

Item 1 - Amendment of the Performance Share Terms

Currently the performance share terms provide for two test dates being 30 September 2016 and 30 September 2017. In summary it is proposed that there will be a third test date on 30 September 2018 which will allow for a conversion of performance shares into a specified number of ordinary shares if the relevant share price hurdle is achieved. The additional test date will apply the identical test as applicable for the current second test date (30 September 2017). The proposed changes to the terms are set out in mark up in Annexure A.

The performance shares are an incentive arrangement for management of the Company and enhance the alignment of their interests with those of shareholders. The board considers that the proposed amendment is consistent with the purpose of the performance shares.

The ASX confirmed on 16 March 2016 that they have no objections to the proposed changes to the performance share terms.

Directors' recommendation

Mr Reed declined to make a recommendation as he has a material personal interest in the outcome of this resolution. The other directors of the Company recommend that shareholders vote in favour of Item 1. The Chairman of the meeting intends to vote available proxies in favour of Item 1.

Annexure A - Performance Share Terms
(as extracted from Schedule 1 of the MYOB Group Limited Constitution)

MYOB Group Limited

Terms of Performance Shares

1. Definitions

Adjusted Share Price means on a particular date the price of the Shares, based on a 20 business day (consecutive) VWAP (trading on the ASX) immediately prior to but not including the relevant date, adjusted as a result of any reorganisations of capital (as described in 2(i)), capital return, issues of bonus shares or special dividends paid or declared by the Company in the period between the Listing and the First Test Date ~~or the~~ Second Test Date, or Third Test Date (as applicable).

Affiliate means:

- (a) with respect to any specified Person that is not a natural Person, any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person (for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with") as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise); and
- (b) with respect to any natural Person, any Family Member of such natural Person.

ASX means ASX Limited (ABN 98 008 624 691).

ASX Listing Rules means the listing rules of ASX as they apply to the Company from time to time.

Australian Dollar Equivalent means, in relation to any amount in a currency other than Australian dollars, that amount converted into Australian dollars at the spot rate of exchange for that currency as listed on the Reserve Bank of Australia website on, where the date on which the determination of that amount is required to be made:

~~(c)~~(a) is a Business Day, that date; or

~~(d)~~(b) is not a Business Day, the immediately preceding Business Day.

Bad Leaver means a Holder no longer employed by or providing services to the Company (or an Affiliate of the Company) other than in circumstances where they would be a Good Leaver.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Sydney, Australia.

Cause means in respect of any Holder:

~~(e)~~(a) in the case of any Holder who is party to an employment or severance-benefit agreement any circumstances under such agreement triggering a right of the Company (or an Affiliate of the Company) to terminate the employment of the Holder without notice; and

~~(f)~~(b) in the case of any other Holder, the following events or conditions, as determined by the Board in its reasonable judgment:

- (i) the refusal or failure to carry out (other than by reason of disability) the duties and responsibilities of the Holder to the Company or any of its Affiliates, or refusal or failure to follow or carry out any reasonable and lawful direction of the Board, and the continuance of such refusal or failure for a period of ten days after notice to the Holder;
- (ii) the material breach by the Holder of any agreement with the Company or any of its Affiliates that is not cured within ten (10) Business Days after notice of such breach is delivered by the Company or its Affiliates;
- (iii) the breach of any covenant or agreement with the Company or its Affiliates relating to non-competition, non-solicitation or confidentiality;
- (iv) the commission by the Holder of fraud, embezzlement, theft, or any other material act of dishonesty involving the Company or any of its Affiliates;
- (v) the commission of the Holder of any felony or any other crime involving dishonesty or moral turpitude;
- (vi) a material violation by the Holder of the code of conduct of the Company or its Affiliates giving rise to termination thereunder; or
- (vii) any other conduct that involves a breach of fiduciary obligation on the part of the Holder that has resulted in a material adverse effect upon the business, interests or reputation of the Company or any of its Affiliates.

Change of Control Event means:

~~(g)~~(a) the occurrence of:

- (i) the bidder, under a takeover bid in respect of Shares, announcing that it has received acceptances in respect of 50.1% or more of the Shares; and
- (ii) that takeover bid has become unconditional; or

(b) the announcement by the Company that:

- ~~(ii)~~(i) shareholders of the Company have at a Court-convened meeting of shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all Shares are to be either cancelled or transferred to a third party other than a scheme of arrangement for the purposes of a corporate restructure (including change of domicile, consolidation, subdivision, reduction or return) of the issued capital of the Company; and
- (ii) the Court, by order, approves the scheme of arrangement.

CoC Price means, in relation to Change of Control Event, the amount per Share calculated in accordance with the following:

~~(h)~~(a) in the event of a takeover bid or scheme of arrangement where the bid consideration or scheme consideration (as the case may be) per Share is:

- (i) cash only, the cash amount of the consideration per Share, or where that amount is expressed in a currency other than Australian dollars, the Australian Dollar Equivalent of that amount;

(ii) securities in another entity that is listed on a recognised stock exchange:

A. in the event of a takeover, the value of the quoted securities will be the higher of the amount determined by calculating the volume weighted average market price of those securities in the ordinary course of trading on the relevant financial market operated by the recognised stock exchange (excluding special crossings, overseas trades, trades pursuant to the exercise of options, overnight trades or any trades similar to the foregoing on the relevant financial market) during:

- 1) the 5 full trading days before the date of the takeover bid; and
- 2) the last full trading day before the date of the takeover bid; or

B. in the event of a scheme of arrangement, the value of the quoted securities will be the higher of the amount determined by calculating the volume weighted average market price of those securities in the ordinary course of trading on the relevant financial market operated by the recognised stock exchange (excluding special crossings, overseas trades, trades pursuant to the exercise of options, overnight trades or any trades similar to the foregoing on the relevant financial market) during:

- 3) the 5 full trading days before the date of the explanatory memorandum for the scheme of arrangement; and
- 4) the last full trading day before the date of the explanatory memorandum for the scheme of arrangement,

and if the value of those securities is expressed in a currency other than Australian dollars, the Australian Dollar Equivalent; or

(iii) cash or securities in another entity, the cash amount or cash equivalent of the consideration per Share or where that amount is expressed in a currency other than Australian dollars, the Australian Dollar Equivalent of that amount; or

~~(+)(b)~~ if the consideration offered is not covered by the paragraphs above, the amount as determined in good faith by the Board, acting reasonably,

adjusted as a result of any reorganisations of capital (as described in 2(i)), capital return, issues of bonus shares or special dividends paid or declared by the Company in the period between the Listing and the date of the Change of Control Event.

Company means MYOB Group Limited (ACN 153 094 958).

Corporations Act means the Corporations Act 2001 (Cth).

Deal means:

(a) sell, assign, transfer or otherwise dispose of, or agree to sell, assign, transfer or otherwise dispose of;

(b) enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise dispose of;

- (c) create, agree to, or offer to, create, or permit to be created any Security Interest in or over; or
- (d) do or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of,

~~(e)~~ but does not include an Excluded Dealing.

Encumbrance means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set off, or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any Security Interest (as that term is defined in section 12 of the *Personal Property Securities Act 2009 (Cth)*).

Excluded Dealing means the following actions to the extent necessary to allow:

~~(b)~~(a) a Holder to accept an offer made under a takeover bid for any of the Shares, provided that:

- (i) without limiting clause (a)(ii) of this definition, holders of not less than 50% of the Shares to which the bid relates that are not subject to a voluntary escrow deed relating to the Company's listing on the official list of the ASX have accepted the takeover bid; and
- (ii) the takeover bid is unconditional or all conditions to the takeover bid have been satisfied or waived;

~~(c)~~(b) a Holder to tender any of the Shares into a bid acceptance facility established in connection with a takeover bid, provided that holders of not less than 50% of the Shares to which the bid relates that are not subject to a voluntary escrow deed relating to the Company's listing on the official list of the ASX have either accepted the takeover bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; or

~~(d)~~(c) the Shares to be transferred or cancelled as part of:

- (i) a Share buyback or return of capital or other similar reorganisation;
- (ii) a merger being implemented by way of a scheme of arrangement; or
- (iii) an acquisition of all Shares,

which has in any such case received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts; or

~~(e)~~(d) a Dealing in Shares to which the restrictions in clause ~~4(i)~~4(j) of these terms will apply (**Escrow Shares**) to enable the Holder to undertake a reorganisation, subject to:

- (i) the prior consent of the Company in writing;
- (ii) the Holder retaining ultimate control of the Escrow Shares; and
- (iii) any new holder of the Escrow Shares agreeing to be bound by an escrow arrangement in substantially the same terms as the restrictions in clause ~~4(i)~~4(j) of these terms until after the Second Test Date; or

~~(f)~~(e) to allow a Dealing in Escrow Shares:

- (i) with the prior written approval of the Company; or

- (ii) if required by applicable law or pursuant to an order of a court of competent jurisdiction compelling any Escrow Shares to be Dealt with; or
- (iii) following the death, serious disability or permanent incapacity through ill health of the Holder (which for serious disability or permanent incapacity through ill health shall be deemed to be so for any absence of at least six months in a 12 month period or as otherwise determined by the Board, acting reasonably); or
- (iv) if the Dealing constitutes a disposal of, but not the creation of a Security Interest in, some or all of the Escrow Shares to:
 - A. a company wholly-owned by the Holder; or
 - B. a trust in relation to which the Holder is the beneficiary,
 (each a **Transferee**), where the Transferee also enters into an escrow arrangement with the Company in respect of those Escrow Shares on substantially the same terms as the restrictions in clause ~~4(i)~~4(j) of these terms until after the Second Test Date.

Family Member means, with respect to any individual, each parent, spouse, sibling, child or other descendant (whether natural or adopted) of such individual, each trust created solely for the benefit of one or more of the aforementioned Persons and their spouse and each custodian or guardian of any property of one of more of the aforementioned Persons in his, her or its capacity as such custodian or guardian.

First Test Date means 30 September 2016.

Good Leaver means a Holder whose employment with or provision of service to the Company or any of its Affiliates terminates due to:

- (a) death;
- (b) the Holder's permanent physical incapacity through ill health (which shall be deemed to be so for any absence of at least six months in a 12 month period);
- (c) retirement at the statutory retirement age;
- (d) any involuntary termination of employment by the Company (or any of its Affiliates) other than for Cause;
- (e) termination of employment by the Holder as a result of a material reduction in the Holder's base salary or the Holder being required to relocate more than 75 kilometres;
- (f) restructure of an entity within the group composed of the Company and each wholly-owned subsidiary of the Company (or sale of a division) resulting in employment by a third party; or
- (g) such other reasons as determined by the board of directors of the Company in its discretion.

Good Leaver Additional Entitlement means, in respect of a Holder who is a Good Leaver, the number of Performance Shares determined in accordance with the following formula:

$$\text{~~(a)~~ } (30\% \times (Y / Z)) \times \text{Total Performance Shares}$$

Where:

Y = the number of days after Listing that the Holder was employed by or was providing services to the Company or any of its Affiliates;

Z = the number of days between Listing and the First Test Date; and

Total Performance Shares = the total number of Performance Shares held by that Holder at the time that Holder ceases employment with or ceases providing services to the Company or any of its Affiliates.

Good Leaver Base Entitlement means, in respect of a Holder who is a Good Leaver, 70% of that Holder's Performance Shares (as at the date that the Holder ceases employment with or ceases providing services to the Company or any of its Affiliates).

Holder means a person whose name is entered into the register of members of the Company as a holder of a Performance Share.

Listing means the date that the Company is listed on the official list of the ASX.

Person means any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organisation, entity or division, or any government, governmental department or agency or political subdivision thereof.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPSA Security Interest means a "security interest" within the meaning of the PPSA.

Second Test Date means 30 September 2017.

Security Interest means an interest or power:

(a) reserved in or over an interest in any securities including any retention of title;

~~(a)~~ created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power,

~~4(b)~~ by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, but is not limited to:

~~(b)(i)~~ any agreement to grant or create any of the above; or

~~(b)(ii)~~ a PPSA Security Interest or any other encumbrance.

Share means a fully paid ordinary share in the capital of the Company.

Share Price Hurdle means each relevant share price hurdle set out in Column 2 as against each Tier below:

(Column 1) Tier	(Column 2) Share Price per Share	(Column 3) % of Holder's Performance Shares that will convert to Shares
1.	< \$1.23	0%
2.	\$1.23	8.3333%

3.	\$1.64	16.6667%
4.	\$2.05	25%
5.	\$2.45	33.3333%
6.	\$2.86	41.6667%
7.	\$3.27	58.3333%
8.	\$3.67	70.8333%
9.	\$4.08	79.1667%
10.	\$4.49	87.50%
11.	\$4.89	95.8333%
12.	≥ \$5.30	100%

Third Test Date means 30 September 2018.

Tier means the tier identified in Column 1 of the Share Price Hurdle table.

VWAP means the volume weighted average price of the Shares (calculated to 2 decimal places of one cent) traded on ASX "On-market" (as that term is defined in the ASX Operating Rules) excluding special crossings, overseas trades, trades pursuant to the exercise of options or overnight trades, as determined by ASX in accordance with its customary practice.

2. Terms

The terms of each Performance Share is set out below:

- (a) **(Performance Shares)** A Performance Share is a share in the capital of the Company.
- (b) **(Notices)** A Performance Share confers on the Holder the right to receive all notices, financial reports and accounts of the Company that are circulated to shareholders. A Holder has the right to attend general meetings of shareholders of the Company.
- (c) **(No Voting Rights)** A Performance Share does not entitle the Holder to vote on any resolutions proposed at a general meeting of shareholders of the Company, subject to any voting rights under the Corporations Act or the ASX Listing Rules where such rights cannot be excluded by these terms.
- (d) **(No Dividend Rights)** A Performance Share does not entitle the Holder to any dividends.
- (e) **(No Right to Return of Capital)** A Performance Share does not entitle the Holder to payment of the capital paid up on it from time to time, whether in a winding up of the Company, upon a reduction of the capital of the Company or otherwise, unless and only to the extent that a Performance Share has converted into a Share.

- (f) **(Rights on Winding Up)** Upon winding up of the Company, a Performance Share does not confer on the Holder any right to participate in the surplus profits or assets of the Company, unless and only to the extent that a Performance Share has converted into a Share.
- (g) **(Transfer of Performance Shares)** A Performance Share is not transferrable other than to an Affiliate of a Holder.
- (h) **(Listing Rules Requirements)** In the event that the Company is admitted to the official list of the ASX and the issued capital of the Company is subsequently reconstructed, all rights of a Holder will be changed to the extent necessary to comply with the ASX Listing Rules at the time of reorganisation.
- (i) **(Reorganisations of Capital)** If at any time the Shares are reconstructed, consolidated or divided (other than by way of a bonus issue) into a lesser or greater number of securities, then, subject to clause ~~1.1(i)~~(h) the Performance Shares of a Holder will be reconstructed, consolidated or divided by the Company on the same basis as the Shares. This will occur in a manner which will not result in any additional benefits or detriments being conferred on the Holder which are not conferred on the holders of Shares (subject to the same provisions with respect to rounding of entitlements as sanctioned by the meeting of shareholders approving the reconstruction of capital) and in all other respects the terms for the Performance Shares and their conversion will remain unchanged.
- (j) **(Application to ASX)** No Performance Share will be quoted on the ASX. Upon conversion of a Performance Share into a Share in accordance with these terms, the Company must, on the day of conversion, apply for the official quotation on ASX of the Shares arising from the conversion.
- (k) **(Participation in Entitlements and Bonus Issues)** A Performance Share does not confer on the Holder any right to participate in new issues of securities offered to holders of the Shares such as bonus issues and entitlement issues.
- (l) **(Amendments required by ASX)** The terms of the Performance Shares may be amended as necessary by the directors of the Company in order to comply with the ASX Listing Rules, or any directions of ASX regarding the terms.
- (m) **(No Other Rights)** A Performance Share gives the Holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

3. Cessation of Employment

~~(b)~~(a) **(Cessation on or prior to 1 May 2015)** If a Holder ceases to be employed by or ceases providing services to the Company or any of its Affiliates on or prior to 1 May 2015, the Holder will be entitled to retain all Performance Shares held by that Holder.

~~(c)~~(b) **(Cessation after 1 May 2015 and on or prior to First Test Date)** If a Holder ceases to be employed by or ceases providing services to the Company or any of its Affiliates after 1 May 2015 and on or prior to the First Test Date and:

- (i) that Holder is a Good Leaver then that Holder will be entitled to retain the number of Performance Shares calculated in accordance with the following formula:

(Good Leaver Base Entitlement + Good Leaver Additional Entitlement)

Any Performance Shares in excess of a Holder's entitlement under this clause will automatically convert into one Share (in total).

- (ii) that Holder is a Bad Leaver, all Performance Shares held by that Holder will automatically convert into one (1) Share (in total);

~~(d)(c)~~ **(Cessation between First Test Date and Second Test Date)** If a Holder ceases to be employed by or ceases providing services to the Company or any of its Affiliates after the First Test Date and on or prior to the Second Test Date:

- (i) then all remaining Performance Shares held by that Holder (being those not converted to Shares on the First Test Date, if applicable) will automatically convert into one (1) Share (in total); and
- (ii) that Holder will be entitled to retain any Shares that were converted on the First Test Date (if applicable) pursuant to these terms.

~~(d)~~ **(Cessation between Second Test Date and Third Test Date)** If a Holder ceases to be employed by or ceases providing services to the Company or any of its Affiliates after the Second Test Date and on or prior to the Third Test Date:

- ~~(i)~~ then all remaining Performance Shares held by that Holder (being those not converted to Shares on the First Test Date and Second Test Date, if applicable) will automatically convert into one (1) Share (in total); and
- ~~(ii)~~ that Holder will be entitled to retain any Shares that were converted on the First Test Date and / or Second Test Date (if applicable) pursuant to these terms.

- (e) For the purposes of these terms, where a Holder is the Affiliate of a Person who is employed by or providing services to the Company (or an Affiliate of the Company), each reference to the employment by or provision of services by a Holder to the Company (or an Affiliate of the Company) in these terms will be deemed to be a reference to that Person and not to that Holder.

4. Conversion of the Performance Shares

~~(f)(a)~~ **(Conversion of Performance Shares on First Test Date)** If the Adjusted Share Price on the First Test Date is equal to or exceeds any Share Price Hurdle, then the corresponding percentage (as specified in Column 3 of the Share Price Hurdle) of Performance Shares held by a Holder at that time, will convert into Shares on a one for one basis (after applying any conversion of Performance Shares pursuant to clause 3).

~~(b)~~ **(Conversion of Performance Shares on Second Test Date)** Subject to clause ~~4(e)~~4(e), if the Adjusted Share Price on the Second Test Date exceeds the Adjusted Share Price on the First Test Date, then the percentage equal to the corresponding percentage to the Adjusted Share Price on the Second Test Date (as specified in Column 3 of the Share Price Hurdle) less the corresponding percentage to the Adjusted Share Price on the First Test Date multiplied by the number of Performance Shares held by that Holder on the First Test Date (prior to any conversion of Performance Shares into Shares) will convert into Shares on a one for one basis (after applying any conversion of Performance Shares pursuant to clause 3). For the avoidance of doubt, the Holder is entitled to retain those Shares converted from Performance Shares on the First Test Date (if applicable).

~~(g)(c)~~ **(Conversion of Performance Shares on Third Test Date)** Subject to clause 4(e), if the Adjusted Share Price on the Third Test Date exceeds the higher of the Adjusted Share Price on the First Test Date and the Second Test Date, then the percentage equal to the corresponding percentage to the Adjusted Share Price on the Third Test Date (as specified in Column 3 of the Share Price Hurdle) less the corresponding percentage to the Adjusted Share Price on the higher of the First Test Date and the Second Test Date multiplied by the number of Performance

Shares held by that Holder on the First Test Date (prior to any conversion of Performance Shares into Shares) will convert into Shares on a one for one basis (after applying any conversion of Performance Shares pursuant to clause 3). For the avoidance of doubt, the Holder is entitled to retain those Shares converted from Performance Shares on the First Test Date and Second Test Date (if applicable).

All remaining Performance Shares held by the Holder following conversion of Performance Shares into Shares under this clause ~~4(b)~~4(c) will automatically convert into one (1) Share (in total).~~7~~

~~(h)~~ **Example: Example 1 (Share price increases across all test dates):** If a Holder on the First Test Date holds 100 Performance Shares and Tier 6 of the Share Price Hurdle has been achieved based on the Adjusted Share Price on the First Test Date. On the First Test Date, the Holder will be entitled to a conversion of 41.6667 Performance Shares to Shares.

~~(i)~~ On the Second Test Date, if Tier 8 of the Share Price Hurdle has been achieved based on the Adjusted Share Price on the Second Test Date, the Holder will be entitled to a conversion of the following number of Performance Shares:

~~(j)~~ **(70.8333% - 41.6667%) x 100 Performance Shares =**
29.1666 Performance Shares which will convert into Shares on a one for one basis.

On the Third Test Date, if Tier 10 of the Share Price Hurdle has been achieved based on the Adjusted Share Price on the Third Test Date, the Holder will be entitled to a conversion of the following number of Performance Shares to Shares:

(87.50% - 70.8333%) x 100 Performance Shares = 16.6667
Performance Shares which will convert into Shares on a one for one basis.

~~(k)~~ Following the above conversion of Performance Shares into Shares, all remaining Performance Shares held by the Holder will automatically convert into one (1) Share (in total).

~~Following the calculation provisions set out in clause ~~4(b)~~4(b), 4(c), and ~~4(e)~~4(d) the Holder will receive 16 + 1 Shares = 17 Shares on the Third Test Date.~~

Example 2 (Share price decreases between First Test Date and Second Test Date but increases between the Second Test Date and Third Test Date):

If a Holder on the First Test Date holds 100 Performance Shares and Tier 6 of the Share Price Hurdle has been achieved based on the Adjusted Share Price on the First Test Date. On the First Test Date, the Holder will be entitled to a conversion of 41.6667 Performance Shares to Shares.

On the Second Test Date, if Tier 4 of the Share Price Hurdle has been achieved based on the Adjusted Share Price on the Second Test Date, the Holder will not be entitled to a conversion of any Performance Shares. However, the Holder will retain those Performance Shares.

On the Third Test Date, if Tier 8 of the Share Price Hurdle has been achieved based on the Adjusted Share Price on the Third Test Date, the Holder will be entitled to a conversion of the following number of Performance Shares to Shares:

(70.8333% - 41.6667%) x 100 Performance Shares = 29.1666
Performance Shares which will convert into Shares on a one for one basis.

Following the above conversion of Performance Shares into Shares, all remaining Performance Shares held by the Holder will automatically convert into one (1) Share (in total).

~~(f)~~ Following the calculation provisions set out in clause 4(b), 4(c), and 4(d) the Holder will receive 29 + 1 Shares = 30 Shares on the ~~Second~~Third Test Date.

~~(m)~~(d) **(Calculations)** For the purposes of determining the conversions in clause 4~~(a)~~ and 4(b)(a), 4(b) and 4(c) above, if:

- (i) the Adjusted Share Price exceeds a Share Price Hurdle, but does not equal or exceed the next consecutive Share Price Hurdle Tier, the corresponding conversion percentage applicable to the first mentioned Share Price Hurdle will apply; and
- (ii) where the converted Shares are not a whole number, the number of Shares will be rounded down to the nearest whole Share.

~~(n)~~(e) **(Adjusted Share Price decrease ~~between First Test Date and Second Test Date~~)** If the Adjusted Share Price on the ~~Second~~Third Test Date is less than or equal to the greater of the Adjusted Share Price on the First Test Date and Second Test Date, then all Performance Shares held by that Holder as at the ~~Second~~Third Test Date will convert automatically into one Share (in total).

~~(o)~~(f) **(Conversion of Performance Shares if milestone not achieved)** If the only Share Price Hurdle satisfied at:

- (i) ~~both the First Test Date and the~~ Second Test Date and the Third Test Date; or
- (ii) the ~~Second~~Third Test Date,

~~(iii)~~ is the first Tier Share Price Hurdle, all of the Performance Shares held by a Holder on the ~~Second~~Third Test Date will automatically convert into one (1) Share (in total).

~~(p)~~(g) **(Conversion on Change of Control Event)** If, on or prior to the ~~Second~~Third Test Date, a Change of Control Event occurs in respect of the Company and the CoC Price on the date of the Change of Control Event:

- (i) is less than the Tier 2 Share Price Hurdle, then all Performance Shares held by that Holder as at the date of the Change of Control Event will convert automatically into one Share (in total); or
- (ii) is equal to or exceeds the Tier 2 Share Price Hurdle, then:
 - A. if the Change of Control Event occurs prior to the First Test Date, the corresponding percentage to the CoC Price (as specified in Column 3 of the Share Price Hurdle) of Performance Shares held by a Holder at that time, will convert into Shares on a one for one basis; ~~or~~
 - B. if the Change of Control Event occurs after the First Test Date but before the Second Test Date, then the percentage equal to the corresponding percentage to the CoC Price (as specified in Column 3 of the Share Price Hurdle) less the corresponding percentage to the Adjusted Share Price on the First Test Date (as specified in Column 3 of the Share Price Hurdle) multiplied by the number of Performance Shares held by that Holder on the First Test Date (prior to any conversion

of Performance Shares into Shares), will convert into Shares on a one for one basis (after applying any conversion of Performance Shares pursuant to clause ~~3~~ 4). For the avoidance of doubt, the Holder is entitled to retain those Shares converted from Performance Shares on the First Test Date (if applicable); or

C. if the Change of Control Event occurs at any time after the Second Test Date, then the percentage equal to the corresponding percentage to the CoC Price (as specified in Column 3 of the Share Price Hurdle) less the corresponding percentage to the Adjusted Share Price (as specified in Column 3 of the Share Price Hurdle) on the higher of the First Test Date and the Second Test Date, multiplied by the number of Performance Shares held by that Holder on the First Test Date (prior to any conversion of Performance Shares into Shares), will convert into Shares on a one for one basis (after applying any conversion of Performance Shares pursuant to clause 4). For the avoidance of doubt, the Holder is entitled to retain those Shares converted from Performance Shares on the First Test Date and the Second Test Date (if applicable).

~~(iii)~~ provided that the maximum number of Performance Shares that can be converted into Shares under this clause ~~4(f)~~ 4(g) upon a Change of Control Event occurring must not exceed 10% of the issued share capital of the Company (as at the date of the Change of Control Event). The Company will ensure a pro-rata allocation of Shares issued under this clause ~~4(f)~~ 4(g) to all Holders. All remaining Performance Shares held by the Holder following conversion of Performance Shares into Shares under this clause ~~4(f)~~ 4(g) will automatically convert into one (1) Share (in total).

~~(g)(h)~~ **(After Conversion)** The Shares issued on conversion of the Performance Shares will, as and from 5.00pm (Sydney time) on the date of allotment, rank equally with and confer rights identical with all other Shares then on issue except as regards any rights attaching to such shares by reference to a record date prior to their date of allotment.

~~(f)(i)~~ **(Holding statements)** The Company will issue the Holder with a new holding statement for the Shares as soon as practicable following the conversion of the Performance Shares into the Shares.

~~(e)(j)~~ **(Restrictions on transfer)** Subject to clause ~~4(j)~~ 4(k), if any Performance Shares convert to Shares (in accordance with these terms) on the First Test Date or Second Test Date, a Holder cannot, Deal with those Shares until after the Second Test Date.

~~(f)(k)~~ **(Excluded Dealing)** A Holder can Deal with the Shares that any of the Performance Shares convert into on the First Test Date if that Dealing is an Excluded Dealing, provided that, if for any reason any or all of those Shares are not transferred or cancelled in accordance with a takeover bid, scheme of arrangement or other transaction described in paragraphs ~~(a), (b)~~ (a) (b) or ~~(c)~~ (c) of the definition of Excluded Dealing, then the Holder agrees that the restrictions in clause ~~4(j)~~ 4(k) of these terms will apply to all such Shares that any of the Performance Shares convert into on the First Test Date pursuant to these terms which are not so transferred or cancelled.

PROXY FORM

MYOB Group Limited ACN 153 094 958 (Company)

Appointment of Proxy

I/We

of

being a holder or performance shares of the Company and entitled to attend and vote hereby appoint

☐

the Chairperson
of the Meeting
(mark with an
'X')

OR

If you are **not** appointing the
Chairperson of the Meeting, write
the name of the person you are
appointing as your proxy

or failing the person / body corporate named, or if no person is named, the Chairperson of the Meeting, as my/our proxy to attend, to vote in accordance with the following directions (or if no directions have been given, as the proxy sees fit), and to act generally on my/our behalf, at the meeting of the performance shareholders of the Company to be held at 45 Clarence Street, Sydney NSW 2000 on Wednesday 27 April 2016 at 4:00pm (Sydney time) and at any adjournment of that meeting.

Important for Item 1: 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 Item 1 even though the Item is connected directly or indirectly with the remuneration of a member of the Company's Key Management Personnel.

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business

Voting directions to your proxy - please mark

X

to indicate your directions

Ordinary Business

For Against Abstain*

1 Amendment of Performance Share Terms

☐☐☐

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

Signature of Shareholders

This section *must* be signed to enable your directions to be implemented.

Signature

Date

INSTRUCTIONS FOR COMPLETION OF PROXY FORM

1. Appointment of Proxy

If you wish to appoint the Chairperson of the Meeting as your proxy, mark the box. If the person you wish to appoint as your proxy is someone other than the Chairperson of the Meeting, write the name of that person. If you leave this section blank or your named proxy does not attend the Meeting, the Chairperson of the Meeting will be your proxy. A proxy need not be a shareholder of the Company.

2. Voting directions to your Proxy

You may direct your proxy how to vote on an item of business by placing a mark in one of the three boxes opposite that item of business. If you do not mark any of the boxes on a given item, your proxy may decide whether or how to vote on that item. If you mark more than one box on an item, your vote on that item will be invalid. If you have not directed the proxy on how to vote, the proxy may vote as the proxy deems fit, and similarly if you appoint the Chair of the Meeting as proxy but do not direct the Chair on how to vote on an item, the Chair will vote in accordance with his voting intention as stated, namely in favour of the proposed resolution set out in the Notice of Meeting of Holders of Performance Shares.

3. Signature of Shareholders

To appoint a proxy, you must sign this form.

4. Lodgement of Proxy

To be effective, the proxy form (and, if the appointment is signed by the appointer's attorney, the authority under which it was signed or a certified copy of the authority) must be received by the Company no later than 48 hours prior to the commencement of the Meeting (4:00pm (Sydney time) on Monday 25 April 2016). Any proxy form received after that time will not be valid for the scheduled meeting.

Documents may be lodged by posting, delivery or email to the Company at the address below:

By email

Ian Boylan (Company Secretary) at ian.boylan@myob.com (preferred).

By mail

MYOB Group Limited
c/- Ian Boylan, General Counsel
Level 3, 235 Springvale Road
Glen Waverley, Victoria 3150

By hand (business hours only 9.00 am to 5.00 pm Monday to Friday)

MYOB Group Limited
c/- Ian Boylan, General Counsel
Level 3, 235 Springvale Road
Glen Waverley, Victoria 3150