

## Listing Equity Incentive Plan

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Koonenberry Gold Ltd  
ACN 619 137 576

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# Dictionary

## 1 Dictionary

In these Rules, unless the context otherwise requires, terms defined in the Corporations Act or Listing Rules have the same meaning in these Rules, and the following terms and expressions will have the following meanings:

Term	Meaning
<b>Applicable Law</b>	any one or more or all, as the context requires of: <ul style="list-style-type: none"> <li>(a) the Corporations Act;</li> <li>(b) the Listing Rules;</li> <li>(c) the Constitution;</li> <li>(d) the <i>Income Tax Assessment Act 1936</i> (Cth) and the <i>Income Tax Assessment Act 1997</i> (Cth);</li> <li>(e) any practice note, policy statement, regulatory guide, class order, declaration, guideline, policy, procedure, ruling, judicial interpretation or other guidance note made to clarify, expand or amend (a), (b), or (d) above; and</li> <li>(f) any other legal requirement that applies to the Plan</li> </ul>
<b>Application</b>	a duly completed and executed application for the issue of Shares, Options or Performance Rights, in the form approved by the Board from time to time
<b>ASIC</b>	the Australian Securities and Investments Commission
<b>Associated Bodies Corporate</b>	in relation to the Company: <ul style="list-style-type: none"> <li>(a) a body corporate that is a related body corporate of the Company; or</li> <li>(b) a body corporate that has voting power in the Company of not less than 20%; or</li> <li>(c) a body corporate in which the Company has voting power of not less than 20%</li> </ul>
<b>ASX</b>	ASX Limited or the securities market which it operates, as the context requires

Term	Meaning
<b>ASX Operating Rules</b>	the ASX rules that govern the ASX and its clearing and settlement facilities
<b>Award</b>	<p>(a) an Option;</p> <p>(b) a Performance Right; or</p> <p>(c) a Share,</p> <p>as applicable</p>
<b>Bad Leaver</b>	has the meaning given in <b>Rule 19.1</b>
<b>Board</b>	the board of Directors of the Company
<b>Business Day</b>	a day on which banks are open for general business in Sydney, New South Wales excluding Saturdays or Sundays
<b>Casual Employee</b>	An individual who is, or might reasonably be expected to be, engaged to work the number of hours that are the pro rata equivalent of 40% or more of a comparable full time position with a Group Company
<b>Cause</b>	any action or omission of an Eligible Employee (or series of acts or omissions) which gives rise to a right for the relevant Group Company to terminate the employment or engagement of the Eligible Employee, as determined by the Board
<b>Change of Control Event</b>	<p>occurs where:</p> <p>(a) an offer is made for Shares pursuant to a takeover bid under Chapter 6 of the Corporations Act and is, or is declared, unconditional; or</p> <p>(b) the Court sanctions under Part 5.1 of the Corporations Act a compromise or arrangement relating to the Company or a compromise or arrangement proposed 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; or</p> <p>(c) any other merger, consolidation or amalgamation involving the Company occurs which results in the holders of Shares immediately prior to the merger, consolidation or amalgamation being entitled to 50 per cent or less of the</p>

Term	Meaning
	<p>voting shares in the body corporate resulting from the merger, consolidation or amalgamation; or</p> <p>(d) any Group Company enters into agreements to sell in aggregate a majority in value of the businesses or assets (whether or not in the form of shares in a Group Company) of the Group to a person, or a number of persons, none of which are Group Companies; or</p> <p>(e) the Board determines in its reasonable opinion, control of the Company has or is likely to change or pass to one or more persons, none of which are Group Companies</p>
<b>Company</b>	Koonenberry Gold Ltd ACN 619 137 576
<b>Connected Director</b>	in respect of a Participant that is a Nominated Party, the Eligible Employee who nominated the Participant to be its Nominated Party
<b>Constitution</b>	the constitution of the Company (as amended from time to time)
<b>Contractor</b>	<p>(a) an individual with whom a Group Company has entered into a contract for the provision of services under which the individual performs work for a Group Company; or</p> <p>(b) a company with whom a Group Company has entered into a contract for the provision of services under which an individual, who is a director of the company or their spouse, performs work for a Group Company,</p> <p>where the individual who performs the work under or in relation to the contract is, or might reasonably be expected to be, engaged to work the number of hours that are the pro rata equivalent of 40% or more of a comparable full time position with a Group Company</p>
<b>Corporations Act</b>	the <i>Corporations Act</i> 2001 (Cth), as amended from time to time
<b>Deal or Dealing</b>	<p>in relation to a Share, Option or Performance Right:</p> <p>(a) to sell, transfer, assign, novate, swap, declare a trust over, grant a Security Interest over, dispose of or otherwise alienate or deal with any legal or equitable interest in the Share, Option or Performance Right (as applicable); or</p> <p>(b) taking any steps or attempting to do any of the things set out in paragraph (a)</p>

Term	Meaning
Director	a director of the Company
Eligible Employee	an Employee whom the Board determines is to be issued Awards under the Plan
Employee	<p>a person who is a:</p> <ul style="list-style-type: none"> <li>(a) full time or part time employee of a Group Company (including an executive director);</li> <li>(b) non-executive director of a Group Company;</li> <li>(c) Contractor; or</li> <li>(d) Casual Employee</li> </ul>
Exercise	the exercise of an Option or Performance Right in accordance with its terms, and includes the automatic exercise in accordance with these Rules
Exercise Price	the exercise price of an Option or Performance Right
Final Acceptance Date	the final date that an Eligible Employee may accept an Offer
First Exercise Date	<p>with respect to an Option or Performance Right:</p> <ul style="list-style-type: none"> <li>(a) the date specified in an Offer;</li> <li>(b) subject to paragraph (c), if no date is specified in an Offer, the date of issue of the Option or Performance Right; or</li> <li>(c) the date determined under these Rules (if any)</li> </ul>
Forfeited Shares	the Shares the ownership of which has been or is required to be (as the case maybe) forfeited under these Rules
Good Leaver	has the meaning given in <b>Rule 19.2</b>
Grant Conditions	the conditions (if any) determined by the Board and specified in the Offer which are, subject to these rules, required to be satisfied, reached or met before a Share, Option or Performance Right will be granted



Term	Meaning
<b>Group</b>	the Company and its Associated Bodies Corporate and ' <b>Group Company</b> ' means each of the Company or any of its Associated Bodies Corporate
<b>Holding Lock</b>	a mechanism arranged or approved by the Board and administered by the Company (including through its share registry) that prevents Shares being disposed of by a Participant
<b>Holding Statement</b>	a statement issued by the share registry of the Company detailing a Participant's holding of Shares
<b>Income Tax Assessment Act</b>	the <i>Income Tax Assessment Act</i> 1936 (Cth) or the <i>Income Tax Assessment Act</i> 1997 (Cth) as appropriate
<b>Issue Price</b>	the amount (if any) payable per Share, Option or Performance Right as stated in the Offer
<b>Last Exercise Date</b>	with respect to an Option or Performance Right: <ul style="list-style-type: none"> <li>(a) the date specified in an Offer;</li> <li>(b) subject to paragraph (c), if no date is specified in an Offer, the date that is two years after the First Exercise Date; or</li> <li>(c) the date on which the Option or Performance Right lapses under these Rules (if applicable)</li> </ul>
<b>Listed</b>	the Company being and remaining admitted to the official list of the ASX
<b>Listing Rules</b>	The official listing rules of the ASX and any other rules of the ASX which are applicable while the Company is Listed, each as amended or replaced from time to time, except to the extent of any waiver or similar relief granted by the ASX
<b>Marketable Parcel</b>	has the meaning given to that term in the ASX Operating Rules, as amended from time to time
<b>Market Value</b>	in relation to a Share, the volume weighted average closing sale price of a Share sold on ASX on the last five trading days on which sales were recorded immediately before the relevant date

Term	Meaning
<b>Mental Illness</b>	in relation to a Participant, the termination or cessation of a Relevant Person's employment, engagement or office with a Group Company as a result of mental illness, as determined by the Board
<b>Nominated Party</b>	<p>in respect of an Eligible Employee:</p> <ul style="list-style-type: none"> <li>(a) an immediate family member of the Eligible Employee;</li> <li>(b) a corporate trustee of a self-managed superannuation fund (within the meaning of the <i>Superannuation Industry (Supervision) Act 1993</i>) where the Eligible Employee is a director of the trustee; or</li> <li>(c) a company whose members comprise no persons other than the Eligible Employee or immediate family members of the Eligible Employee</li> </ul>
<b>Notice of Exercise</b>	a duly completed and executed notice of exercise of an Option or Performance Right in the form approved by the Board from time to time
<b>Offer</b>	an offer or issue of Awards made to an Eligible Employee to subscribe for one or more Shares, Options or Performance Rights under the Plan
<b>Offer Document</b>	an offer document that complies with <b>Rule 6.6</b> and the Class Order and is otherwise in the form approved by the Board from time to time
<b>Option</b>	an option granted pursuant to these Rules to subscribe for one Share upon and subject to the terms of these Rules and the terms of the Offer
<b>Option Vesting Condition</b>	the performance, vesting or other conditions (if any) as determined by the Board (in its absolute discretion) and set out in the Offer which are, subject to these Rules, required to be satisfied, reached or met before an Option vests and can, between the First Exercise Date and the Last Exercise Date, be exercised
<b>Participant</b>	an Eligible Employee to whom Shares, Options or Performance Rights have been granted under the Plan, or if <b>Rule 6.11</b> applies, a Nominated Party of the Eligible Employee to whom Shares, Options or Performance Rights have been granted under the Plan

Term	Meaning
<b>Performance Right</b>	a conditional right issued to a Participant under the Plan to receive one Share, subject to the terms of the Offer and these Rules
<b>Performance Right Vesting Condition</b>	the performance, vesting or other conditions (if any) as determined by the Board (in its absolute discretion) and set out in the Offer which are, subject to these Rules, required to be satisfied, reached or met before a Performance Right vests and can, between the First Exercise Date and the Last Exercise Date, be exercised
<b>Plan</b>	the equity incentive scheme established in accordance with these Rules
<b>Redundancy</b>	in relation to a Participant, the termination or cessation of a Relevant Person's employment, engagement or office with a Group Company as a result of redundancy, as determined by the Board
<b>Relevant Person</b>	<p>(a) in respect of an Eligible Employee, that person; and</p> <p>(b) in respect of a Nominated Party of an Eligible Employee being a Nominated Party under <b>Rule 6.11</b>, that Eligible Employee</p>
<b>Rules</b>	the rules of the Plan set out in this document
<b>Security Interest</b>	a mortgage, charge, pledge, lien, encumbrance or other third party interest of any nature (including the registration and/or perfection of that security interest under the <i>Personal Property Securities Act 2009</i> (Cth))
<b>Share</b>	a fully paid ordinary share in the Company
<b>Share Vesting Conditions</b>	the conditions (if any) determined by the Board and specified in the terms of the Offer under which a Share is offered, limiting the rights of the Participant holding the Share to Deal in the Share or which might result in forfeiture of the Share
<b>Shareholder</b>	a holder of Shares
<b>Shareholder Approval</b>	any prior approvals that need to be obtained from Shareholders of the Company before an action is taken or determination made under these Rules

Term	Meaning
<b>Special Circumstances</b>	with respect to a Participant:  (a) Total and Permanent Disablement;  (b) Mental Illness;  (c) Redundancy; or  (d) the death, or terminal illness, of the Relevant Person
<b>Total and Permanent Disablement</b>	in relation to a Participant, the termination or cessation of a Relevant Person's employment, engagement or office with a Group Company as a result of total and permanent disablement, as determined by the Board
<b>Unvested Option</b>	an Option that is not a Vested Option
<b>Unvested Performance Right</b>	a Performance Right that is not a Vested Performance Right
<b>Unvested Share</b>	a Share that is not a Vested Share
<b>Vested Option</b>	an Option in respect of which the Board has determined that all the Option Vesting Conditions (if any) have been satisfied or waived
<b>Vested Performance Right</b>	a Performance Right in respect of which the Board has determined that all the Performance Right Vesting Conditions (if any) have been satisfied or waived
<b>Vested Share</b>	a Share the subject of an Offer in respect of which the Board has determined that all of the Share Vesting Conditions (if any) attaching to the Share have been satisfied or waived
<b>Vesting Condition</b>	A Share Vesting Condition, an Option Vesting Condition or a Performance Right Vesting Condition, as applicable
<b>Vesting Notice</b>	a notice to a holder of a Share, Option or Performance Right that, to the extent specified in the vesting notice, the Share Vesting Conditions or the Option Vesting Conditions or Performance Right Vesting Conditions have been satisfied or waived
<b>Vesting Period</b>	the period (if any) determined by the Board and specified in the terms of the Offer during which:

Term	Meaning
	(a) in the case of an Offer of Shares, the Shares will be subject to the Share Vesting Conditions; and
	(b) in the case of an Offer of Options or Performance Rights, any Option Vesting Conditions or Performance Right Vesting Conditions (as applicable) are required to be satisfied (unless waived by these Rules) before the Options or Performance Rights vest and can, between the First Exercise Date and the Last Exercise Date, be exercised

## 2 Rules of interpretation

- (a) In these Rules, unless the contrary intention appears:
- (i) a person includes a natural person, partnership, joint venture, unincorporated association, governmental agency, body corporate and any other legal entity;
  - (ii) the singular includes the plural and vice versa;
  - (iii) a gender includes the other genders;
  - (iv) where an expression is defined, its other grammatical forms have a corresponding meaning;
  - (v) a clause, party, schedule, attachment, exhibit or annexure is a clause of or a party, schedule, attachment, exhibit or annexure to these Rules;
  - (vi) a reference to a document is to that document as amended or varied;
  - (vii) any legislation includes any subordinate legislation under it and includes that legislation and subordinate legislation as modified, amended or replaced;
  - (viii) a reference to '\$' or 'dollars' is a reference to the lawful currency of Australia;
  - (ix) conduct includes any act, omission, representation, statement or undertaking whether or not in writing;
  - (x) 'writing', 'written' and 'in writing' include any mode of representing or reproducing words in a visible form;
  - (xi) 'includes' or 'including', 'for example' or similar words, does not limit what else might be included; and
  - (xii) a word or expression from the following list has the meaning given to it in the Corporations Act:

- (A) body corporate;
  - (B) holding company;
  - (C) officer;
  - (D) subsidiary; and
  - (E) related body corporate.
- (b) Any heading, index, table of contents or marginal note is for convenience and does not affect the interpretation of these Rules.

# Rules

## 3 Purpose

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The purpose of the Plan is to:

- (a) assist in the reward, retention and motivation of Eligible Employees;
- (b) link the reward of Eligible Employees to performance and the creation of Shareholder value;
- (c) align the interests of Eligible Employees more closely with the interests of Shareholders by providing an opportunity for Eligible Employees to receive an equity interest in the form of Awards;
- (d) provide Eligible Employees with the opportunity to share in any future growth in value of the Company; and
- (e) provide greater incentive for Eligible Employees to focus on the Company's longer term goals.

## 4 Commencement

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The Plan will commence on the date it is approved by the Shareholders of the Company.

## 5 Principal conditions

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### 5.1 Compliance with laws

Notwithstanding the Rules or the terms of any Award, no Award may be offered, issued or exercised, and no Share may be issued pursuant to the exercise of Options or Performance Rights under the Plan if to do so:

- (a) would contravene the Corporations Act, the Class Order (where the Class Order is being relied on), the Listing Rules or any other Applicable Law; or
- (b) would contravene the local laws or customs of an Eligible Employee's country of residence or in the opinion of the Board would require actions to comply with those local laws or customs which are impractical or unreasonably onerous.

### 5.2 No prohibited financial assistance

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

### 5.3 Quotation

Options and Performance Rights will not be quoted on ASX. However, application will be made to ASX for official quotation of any Shares issued for the purposes of the Plan, including pursuant to the exercise of Options and Performance Rights, to the extent required by Listing **Rule 2.4** if the Company's Shares are listed on ASX at that time.

## 6 Offers

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### 6.1 Types of Awards

- (a) Subject to **Rule 5**, the Board may offer any of the following Awards under this Plan:
- (i) Performance Rights, which are rights (subject to these Rules) to be issued a Share upon satisfaction of the Performance Right Vesting Conditions (if any) specified in the Offer;
  - (ii) Options, which are options (subject to these Rules) to be issued a Share upon satisfaction of the Option Vesting Conditions (if any) specified in the Offer and payment of the Exercise Price specified in the Offer; or
  - (iii) Shares, which may be subject to any Share Vesting Conditions specified in the Offer.
- (b) Awards are subject to adjustment under **Rule 13**.

### 6.2 Board to make Offer

Subject to **Rule 5**, the Board, acting in its absolute discretion, may offer Awards to any Eligible Employee from time to time as determined by the Board and in exercising that discretion, may have regard to some or all of the following:

- (a) the Eligible Employee's length of service with the Group;
- (b) the contribution made by the Eligible Employee to the Group;
- (c) the potential contribution of the Eligible Employee to the Group; or
- (d) any other matter the Board considers relevant,

subject to the terms of the Awards being consistent with the Listing Rules.

### 6.3 Prospective Eligible Employees

Subject to **Rule 5**, the Board, acting in its sole and absolute discretion, may offer Awards in accordance with these Rules to a person where the Offer is conditional on the person becoming an Eligible Employee.

### 6.4 Number of Awards

The number of Awards the subject of an Offer to an Eligible Employee will be determined by the Board in its discretion and in accordance with the Rules and Applicable Law.



## 6.5 Form of Offer

An Offer must be made in an Offer Document.

## 6.6 Information contained in Offer Document

An Offer Document must include or be accompanied by:

- (a) the name and address of the Eligible Employee to whom the Offer is made;
- (b) the date of the Offer;
- (c) the Final Acceptance Date;
- (d) the maximum number of Awards which the Eligible Employee may apply for;
- (e) the Grant Conditions (if any) attaching to the Awards the subject of the Offer;
- (f) in respect of an Offer of Shares:
  - (i) the Issue Price (if any) or the manner of determining the Issue Price (if any) of the Shares the subject of the Offer; and
  - (ii) details of the Share Vesting Conditions (if any) attaching to the Shares the subject of the Offer;
- (g) in respect of an Offer of Options or Performance Rights:
  - (i) the Issue Price (if any) or the manner of determining the Issue Price (if any) of the Options or Performance Rights the subject of the Offer;
  - (ii) details of Option Vesting Conditions or Performance Right Vesting Conditions (if any) attaching to the Options or Performance Rights the subject of the Offer;
  - (iii) the First Exercise Date of the Options or Performance Rights the subject of the Offer;
  - (iv) the Last Exercise Date of the Options or Performance Rights the subject of the Offer;
  - (v) the Exercise Price (if any) or the manner of determining the Exercise Price (if any) of the Options or Performance Rights the subject of the Offer;
- (h) the Vesting Period (if any) applicable to the Awards the subject of the Offer;
- (i) a prominent statement to the effect that:
  - (i) any advice given by the Company in relation to Awards issued under the Plan, and Shares issued upon exercise of the Options or Performance Rights, does not take into account an Eligible Employee's objectives, financial situation and needs; and

- (ii) the Eligible Employee should consider obtaining their own financial product advice from a person who is licensed by ASIC to give such advice;
- (j) general information about the risks of acquiring and holding the Awards the subject of the Offer;
- (k) an explanation of how an Eligible Employee could, from time to time, ascertain the market price of Shares;
- (l) any other specific terms and conditions applicable to the Offer;
- (m) whether deferral of any taxation in accordance with subdivision 83A-C of the *Income Tax Assessment Act 1997* (Cth) is to apply to the Offer;
- (n) a copy of these Rules;
- (o) a form of Application; and
- (p) any other information that is required by Applicable Law or the Class Order (if applicable).

## 6.7 Issue Price and Exercise Price

The Issue Price (if any) in respect of a Share, Option or Performance Right and the Exercise Price (if any) in respect of an Option or Performance Right (subject to any adjustment under the Plan) is as determined by the Board at its absolute discretion.

## 6.8 Terms

The terms and conditions applicable to an Offer, including the Final Acceptance Date, the First Exercise Date, the Last Exercise Date, any Grant Conditions, any Vesting Conditions and any Vesting Period, are as determined by the Board (in its absolute discretion).

## 6.9 Exercise Price and Issue Price in Australian dollars

The Issue Price (if any) in respect of a Share, Option or Performance Right and the Exercise Price (if any) in respect of an Option or Performance Right must be denominated and payable in Australian dollars, unless otherwise determined by the Board.

## 6.10 Offer personal

Subject to **Rule 6.11**, an Offer is personal and can only be accepted by the Eligible Employee to whom the Offer is made.

## 6.11 Nominated Party

- (a) Upon receipt of an Offer, an Eligible Employee may, by notice in writing to the Board, nominate a Nominated Party of that Eligible Employee in whose favour the Eligible Employee wishes the Shares, Options or Performance Rights the subject of the Offer to be issued.

- (b) The Board may, in its sole and absolute discretion, decide not to permit the Shares, Options or Performance Rights the subject of an Offer to be issued to a Nominated Party without giving any reason for that decision.
- (c) If the Board decides to permit the Shares, Options or Performance Rights the subject of an Offer to be issued to a Nominated Party, the Eligible Employee will procure that the Nominated Party also agrees to be bound by the Rules (whether by signing the Application or otherwise).

## 7 Application for Awards

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### 7.1 Acceptance of Offer

- (a) Subject to **Rules 7.1(b)** and **7.1(c)**, an Eligible Employee may accept the Offer by giving to the Company a duly completed and executed Application (and in the case of an Offer of Awards that have an Issue Price, payment of the Issue Price) by the Final Acceptance Date. In the Application, the Eligible Employee may apply for the Awards the subject of the Offer to be issued to the Eligible Employee or a Nominated Party (if approved by the Board in accordance with **Rule 6.11**).
- (b) An Eligible Employee may not accept an Offer, and an Application will not be accepted if, at the date the Application would otherwise be accepted:
  - (i) the Eligible Employee is not an Employee (except where **Rule 6.3** applies);
  - (ii) the Eligible Employee has given notice of his or her resignation as an Employee; or
  - (iii) the Eligible Employee has been given notice of termination of engagement or office as an Employee.
- (c) The Board in its sole and absolute discretion can refuse to allow an Eligible Employee to participate in the Plan even though a duly completed and executed Application is received from the Eligible Employee in accordance with **Rule 7.1(a)**.

### 7.2 Partial acceptance of Offer

An Eligible Employee may accept an Offer in whole or in part, in multiples of 100 Shares, Options or Performance Rights, or such other multiple of Shares, Options or Performance Rights as the Board may permit for the Eligible Employee.

### 7.3 Lapse of Offer

An Offer that is not accepted in accordance with **Rule 7.1** will lapse at 5.00 pm (Adelaide time) on the Final Acceptance Date.

### 7.4 Withdrawal of Offer prior to acceptance

The Board reserves the right (subject to any Applicable Law) to withdraw an Offer made to an Eligible Employee, provided that the Offer has not yet been accepted in accordance with **Rule 7.1**.

## 8 Issue of Shares

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### 8.1 Acceptance by Eligible Employee

By accepting an Offer for Shares in accordance with **Rule 7.1**, the Eligible Employee and the Nominated Party (if applicable) will be taken to have:

- (a) agreed to become a Participant bound by these Rules;
- (b) irrevocably offered to acquire Shares:
  - (i) under, and subject to, these Rules; and
  - (ii) on and subject to the terms and conditions of the Offer; and
- (c) agreed to become a shareholder of the Company and be bound by the Constitution upon the issue of Shares to the Participant.

### 8.2 Acceptance by Company

- (a) Subject to the terms and conditions included in an Offer and these Rules, the Company will register that number of Shares set out in the Application in the name of the relevant Eligible Employee or Nominated Party (if applicable). Nothing in any Offer or Application, or in these Rules, will be taken to confer on any Eligible Employee or Nominated Party (if applicable) any right or title to or interest in, any Shares until the Shares are so registered.
- (b) The Company will give notice, or cause notice to be given (including via a Holding Statement, subject to **Rule 9.5**), to a Participant (or any person authorised to receive such notice on the Participant's behalf), in accordance with the Listing Rules, of the registration in the Participant's name of Shares issued under the Plan, including information on the following:
  - (i) the number of Shares issued to the Participant;
  - (ii) the date of issue of those Shares;
  - (iii) the Share Vesting Conditions (if any) attaching to the Shares;
  - (iv) the Vesting Period (if any) applicable to the Shares; and
  - (v) any other specific terms and conditions applicable.

### 8.3 Clearance of Issue Price

The Company is not obliged to issue Shares to the Participant until payment of the Issue Price (if any) is received by the Company in cleared funds.

### 8.4 Shares to rank equally

Unless otherwise determined by the Board at the time of an Offer, all Shares issued pursuant to the Offer will rank equally with existing Shares on and from their date of issue.

## 9 Share Vesting Conditions

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### 9.1 Conditions

The Board may offer Shares with such conditions relating to the Dealing or forfeiture of the Shares as determined by the Board from time to time.

### 9.2 Compliance by Participant

Each Participant undertakes to:

- (a) only Deal in the Shares as permitted by the Share Vesting Conditions (if any); and
- (b) observe all Share Vesting Conditions attached to the Shares issued to them.

### 9.3 No hedging

If restricted by Applicable Law or the Company's Securities Trading Policy, a Participant may not enter into any arrangement for the purpose of hedging, or otherwise affecting their economic exposure to any Unvested Shares.

### 9.4 Refusal to register transfer

- (a) Subject to the Listing Rules, the Company must refuse to register a paper-based transfer, and must apply or cause to be applied a Holding Lock to prevent a transfer, of any Shares to which Share Vesting Conditions attach, and the Board on behalf of the Company may take any other steps that it considers necessary or appropriate, to enforce and give effect to any Dealing restrictions under the Share Vesting Conditions.
- (b) Each Participant irrevocably authorises the Board on behalf of the Company to apply a Holding Lock to any Shares to which Share Vesting Conditions attach held by that Participant.

### 9.5 Retention of Holding Statements

Until any Share Vesting Conditions for a Share (including in relation to any Dealing) are satisfied, if required by the Company, the Company may retain the Holding Statements in relation to the Share and any Shares issued with respect to the Share under a bonus or rights issue. The Company will promptly deliver any Holding Statements in relation to a Share which it holds to the Participant on the satisfaction of all Share Vesting Conditions for the Share (including in relation to any Dealing) imposed under **Rule 9.1**.

### 9.6 Waiver

The Board may, at its discretion, by notice to the Participant reduce or waive the Share Vesting Conditions attaching to Shares in whole or in part at any time and in any particular case, which may be subject to Shareholder Approval.

## 9.7 Vesting

If the grant or offer of Shares is subject to Share Vesting Conditions, the Company must give a Participant a Vesting Notice upon the Share Vesting Conditions relating to the Shares issued (or transferred) to the Participant having been satisfied, or waived by the Board.

## 9.8 Shares cease to be subject to Shares Vesting Conditions

On the earliest of:

- (a) a determination by the Board that any Share Vesting Conditions have been satisfied, reached or met; and
- (b) the Board making a determination to waive any applicable Share Vesting Conditions under **Rule 9.6**;

then:

- (c) the relevant Shares become Vested Shares and cease to be subject to the restrictions under this **Rule 9** and the forfeiture provisions under **Rule 10** (except to the extent provided for by **Rule 22**); and
- (d) the Board must, as soon as reasonably practicable, lift the Holding Lock in respect of the relevant Shares and must notify the holder of the Shares that the Holding Lock has been lifted.

## 9.9 Notification upon request by Participant

The Company must, if requested, notify the holder of the Shares of the particular time when the Holding Lock was lifted under **Rule 9.8**.

# 10 Forfeiture of Shares

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## 10.1 Forfeiture of Unvested Shares

If a Participant holds any Unvested Shares, the Participant's ownership of those Unvested Shares will be forfeited by the Participant (or any person claiming through the Participant), and those Shares will become Forfeited Shares, on the earliest of:

- (a) the Board determining that any Share Vesting Condition applicable to the Unvested Shares has not been satisfied, reached or met in accordance with its terms or is not capable of being satisfied, reached or met;
- (b) the Unvested Shares being forfeited in accordance with **Rule 19**;
- (c) the Unvested Shares being forfeited in accordance with **Rule 21**; or
- (d) unless the Board determines otherwise:
  - (i) the Participant purporting to Deal in the Unvested Shares in breach of the Share Vesting Conditions attaching to those Unvested Shares, other than as permitted under these Rules;

- (ii) the Board providing written notice under **Rule 22(a)**; or
- (iii) the Participant purporting to enter into any arrangement in respect of the Unvested Shares in breach of **Rule 9.3**.

## 10.2 Treatment of Forfeited Shares

- (a) As soon as reasonably practicable after Forfeited Shares are determined by the Company to be forfeited under **Rule 10.1**, the Company must:
  - (i) sell those Forfeited Shares in the ordinary course of trading on the stock market of the ASX;
  - (ii) buy-back and cancel the Forfeited Shares; or
  - (iii) deal with the Forfeited Shares in any other manner determined by the Board from time to time in accordance with Applicable Laws.
- (b) The Company is authorised to retain the proceeds of any sale, transfer or disposal of Forfeited Shares, and to pay from such proceeds:
  - (i) all outgoings and expenses the Company properly incurs in buying, selling and otherwise dealing with Shares for Participants under the Plan;
  - (ii) any tax properly payable by the Company in connection with performing its functions under these Rules;
  - (iii) any other amounts in relation to the administration of the Plan that in the opinion of the Board is appropriate to pay;
  - (iv) any amounts payable to fund the acquisition of Shares for Participants under this Plan; or
  - (v) any other amounts as determined by the Board at its discretion.

## 10.3 Effect of forfeiture

For the avoidance of doubt, no consideration or compensation will be payable to a Participant for or in relation to the forfeiture by the Participant of ownership of Shares held under the Plan.

## 10.4 Conditions on forfeiture

In making any determination as to the forfeiture or otherwise of the ownership of Shares or other entitlements under **Rule 10** the Board may impose any conditions that it thinks fit.

# 11 Voting rights and dividends of Shares

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- (a) Unless otherwise resolved by the Board when it makes an Offer, and subject to the terms of issue of the relevant Shares, a Participant who holds Shares is entitled to notice of a meeting of the Shareholders of the Company and may exercise (whether

in person or by proxy) any voting rights attaching to the Shares registered in the Participant's name which were the subject of the Offer.

- (b) The Board may determine, at the time of an Offer of Shares to a Participant, whether the Participant is entitled to all dividends declared or paid on Unvested Shares (including whether any such dividends are to be held in escrow until the Shares are fully vested).

## 12 Rights issues and bonus issues

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Unless otherwise resolved by the Board when it makes an Offer, a Participant who holds the Shares issued pursuant to the Offer has the same entitlement as any other shareholder in the Company to participate in any rights issue or bonus issue, provided however, if the Shares held by the Participant are subject to any Share Vesting Conditions or any restrictions on sale imposed under **Rule 9.1**, any shares issued to a Participant under the rights issue or bonus issue will be subject to these Rules and deemed to have the same Share Vesting Conditions and restrictions attached as if those shares were Shares issued under the Offer made to the Participant.

## 13 Capital reconstructions

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In the event of a capital reconstruction, subject to any provision in the Listing Rules, the Board may adjust any or all of the number of Shares issued pursuant to the Offer to a Participant as the Board deems appropriate.

## 14 Issue of Options or Performance Rights

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### 14.1 Acceptance by Eligible Employee

By accepting an Offer in accordance with **Rule 7.1**, the Eligible Employee and the Nominated Party (if applicable) will be taken to have:

- (a) agreed to become a Participant bound by these Rules;
- (b) irrevocably offered to acquire the Shares, Options or Performance Rights (and the Shares upon the exercise of Options or Performance Rights) the subject of the Offer:
  - (i) under, and subject to, these Rules; and
  - (ii) on and subject to the terms and conditions of the Offer; and
- (c) agreed to become a shareholder of the Company and be bound by the Constitution upon the issue of Shares to the Participant.

### 14.2 Acceptance by Company

Unless provided for otherwise in an Offer or these Rules, the Company will be deemed to have accepted an Eligible Employee's Application upon the issue to the Eligible Employee (or Nominated Party, if applicable), of the Awards the subject of the Application, and the notification to the Eligible Employee and Nominated Party (if applicable) of the issue of the



Awards. Nothing in any Offer or Application, or in these Rules, will be taken to confer on any Eligible Employee or Nominated Party (if applicable) any right or title to or interest in, any Awards until they have been issued and notice is provided.

### 14.3 Interest in Shares

A Participant has no right or interest in a Share the subject of an Option or Performance Right held by the Participant unless and until the Option or Performance Right is exercised and the Share is issued. Nor does the holder of an Option or Performance Right have any rights to dividends, rights to vote or rights to the capital of the Company as a shareholder as a result of holding an Option or a Performance Right. Subject to the Corporations Act and the Constitution, a Participant will not, as a holder of an Option or a Performance Right, have any right to attend or vote at general meetings of holders of Shares.

## 15 Exercise of Options and Performance Rights

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### 15.1 Vesting

- (a) The Options or Performance Rights held by a Participant will vest in and become exercisable by that Participant (between the First Exercise Date and the Last Exercise Date) upon satisfaction of any Vesting Conditions specified in the Offer (or waiver of those Vesting Conditions under **Rule 15.1(b)**) and in accordance with these Rules.
- (b) Subject to complying with Applicable Laws, Vesting Conditions may be waived, or varied so as to be less onerous, at the absolute discretion of the Board (unless excluded by the terms of the Options of Performance Rights).
- (c) If Options or Performance Rights held by a Participant are subject to Vesting Conditions, the Company must give the Participant a Vesting Notice upon the Vesting Conditions have been satisfied or waived by the Board.

### 15.2 No Automatic Exercise

- (a) Unless **Rule 15.2(b)** applies, the vesting of an Award with a nil Exercise Price (which does not include Options) will not automatically trigger the exercise of the Award on the satisfaction of its Vesting Conditions. Any such Awards must be Exercised in accordance with **Rule 15.3**.
- (b) The terms of an Offer may provide that the Award will be exercised automatically upon vesting.

### 15.3 Exercise

- (a) Subject to **Rules 5.1, 15.4** and **19**, a Participant will be entitled to exercise:
  - (i) an Option if:
    - (A) all applicable Option Vesting Conditions for that Option have been satisfied or waived;
    - (B) the First Exercise Date for that Option has occurred; and

- (C) it is otherwise capable of exercise in accordance with the terms of the relevant Offer and the Rules;
- (ii) a Performance Right if:
  - (A) all applicable Performance Right Vesting Conditions for that Performance Right have been satisfied or waived;
  - (B) the First Exercise Date for that Performance Right has occurred; and
  - (C) it is otherwise capable of exercise in accordance with the terms of the relevant Offer and the Rules.
- (b) Once an Option or Performance Right is capable of exercise in accordance with this **Rule 15.3**, it may be exercised at any time up until 5.00 pm (Adelaide time) on the Last Exercise Date, subject to these Rules.
- (c) Options and Performance Rights may be exercised by the Participant delivering to the Company a Notice of Exercise stating the number of Awards to be exercised together with the Exercise Price (if any) in cleared funds for the Shares to be issued.

#### 15.4 Adjustment to terms of Exercise

- (a) The Board will have the power to make adjustments to or vary the terms of exercise of an Option or a Performance Right, including reducing or waiving the Option Vesting Conditions attaching to Options or Performance Rights Vesting Conditions attaching to Performance Rights in whole or in part at any time and in any particular case. Any proposed variation or adjustment will be subject to any requirements of the Corporations Act and/or the Listing Rules (including shareholder approval).
 

***Note:** The exercise of this discretion in the context of the termination of a participant's employment may trigger the requirement for shareholder approval under s200B of the Corporations Act.*
- (b) No adjustment or variation of the terms of exercise of an Option or a Performance Right will be made without the consent of the Participant who holds the relevant Option or Performance Right if such adjustment or variation would have a materially prejudicial effect upon the Participant (in respect of his or her outstanding Options or Performance Rights), other than an adjustment or variation introduced primarily:
  - (i) for the purpose of complying with or conforming to present or future Applicable Law governing or regulating the maintenance or operation of the Plan or like plans;
  - (ii) to correct any manifest error or mistake; or
  - (iii) to enable a member of the Group to comply with the Corporations Act, the Listing Rules, applicable foreign law, or a requirement, policy or practice of the ASIC or other foreign or Australian regulatory body.

### 15.5 One or several parcels

Subject to **Rule 15.3**, Options or Performance Rights may be exercised in one or more parcels of any size, provided that the number of Shares issued upon exercise of the number of Options or Performance Rights in any parcel is not less than a Marketable Parcel.

### 15.6 Issue or transfer of Shares

If Options or Performance Rights are exercised in accordance with **Rule 15.3**, the Company will, subject to **Rule 5.1** and the Listing Rules (if relevant), within 15 Business Days of such exercise, issue or transfer to the Participant the Shares credited as being fully paid in respect of which the Options or Performance Rights are exercised together with any additional Shares an entitlement to which has arisen under **Rule 18** in consequence of the exercise of the Options or Performance Rights.

### 15.7 New or existing Shares

Subject to **Rule 5.1**:

- (a) the Company may, in its discretion, either issue new Shares or cause existing Shares to be acquired for transfer to the Participant, or a combination of both alternatives, to satisfy the Company's obligations under these Rules; and
- (b) if the Company elects to cause the transfer of Shares to a Participant, the Shares may be acquired in such a manner as the Company considers appropriate, including from a trustee appointed under **Rule 25**.

### 15.8 Exercise by Directors

If:

- (a) an issue of Shares upon the exercise of an Option or Performance Right to a Participant who is a Director requires the prior approval of the Company's shareholders; and
- (b) that approval has not, as at the date of the issue, been received,

then, on the exercise of those Options or Performance Rights and subject to the Listing Rules, any Shares to be issued to that Participant must be acquired by a trustee appointed under **Rule 25** by an on-market purchase.

### 15.9 Equal rank

A Share issued on exercise of an Option or Performance Right will rank equally in all respects with Shares already on issue on the date of issue of the Shares, except for entitlements which had a record date before the date of issue of that Share.

## 16 Lapse of Options and Performance Rights

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### 16.1 Lapse of Options or Performance Rights

Unless otherwise specified in the Option Vesting Conditions, or Performance Right Vesting Conditions or determined otherwise by the Board an Option or a Performance Right lapses on the earlier of:

- (a) the Board determining that any Option Vesting Condition applicable to the Option or any Performance Right Vesting Condition applicable to the Performance Right has not been satisfied, reached or met in accordance with its terms or is not capable of being satisfied, reached or met;
- (b) the day immediately following the Last Exercise Date; or
- (c) the Option or Performance Right lapsing in accordance with **Rule 19, 20 or 21**.

### 16.2 On lapsing

Where a Participant's Options or Performance Rights have lapsed under **Rule 16.1**:

- (a) all rights of a Participant under the Plan in respect of those Options or Performance Rights are forfeited; and
- (b) the Company will:
  - (i) notify the Participant that the Options or Performance Rights have lapsed (provided that failure to so notify will not prevent the Options or Performance Rights from lapsing);
  - (ii) cancel the Options or Performance Rights; and
  - (iii) not be liable for any damages or other amounts to the Participant in respect of the Options or Performance Rights.

## 17 Dealings with Options and Performance Rights

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### 17.1 No Dealing

- (a) A Participant may not engage in any Dealing with any Options or Performance Rights issued under the Plan, unless:
  - (i) the prior consent of the Board is obtained, which consent may impose such terms and conditions on such assignment, transfer, novation, encumbrance or disposal as the Board sees fit in its sole and absolute discretion; or
  - (ii) such assignment or transfer occurs by force of law upon the death of a Participant to the Participant's legal personal representative.
- (b) Unless otherwise decided by the Board, where a Participant purports to Deal with an Option or Performance Right other than in accordance with **Rule 17.1(a)**, the Option or Performance Right immediately lapses.

## 17.2 No hedging

If restricted by Applicable Law or the Company's Securities Trading Policy, a Participant must not enter into any arrangement for the purpose of hedging, or otherwise affecting their economic exposure to any Options or Performance Rights.

## 18 Participation rights in new issues, reorganisations of capital and winding up

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### 18.1 Application of this Rule

This **Rule 18** applies to Participants who hold Options or Performance Rights that they have not yet exercised and which have not lapsed.

### 18.2 New issues

Participants holding Options or Performance Rights are not entitled to participate in any new issue of securities to existing holders of Shares in the Company unless:

- (a) they have become entitled to exercise their Options or Performance Rights under the Plan; and
- (b) they exercise their Options or Performance Rights and receive Shares before the record date for the determination of entitlements to the new issue of securities and participate as a holder of Shares.

In accordance with the Listing Rules, the Company will give Participants notice of any new issue of securities before the record date for determining entitlements to the new issue.

### 18.3 Pro rata issues

If the Company makes a pro rata issue of Shares (except a bonus issue) to existing holders of Shares (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) and no Share has been issued in respect of an Option or Performance Right before the record date for determining entitlements to the pro rata issue, the Exercise Price of the Option or Performance Right will be reduced according to the formula specified in the Listing Rules.

### 18.4 Bonus issues

If the Company makes a bonus issue of Shares to existing holders of Shares (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) and no Share has been issued in respect of an Option or Performance Right before the record date for determining entitlements to the bonus issue, then the number of underlying Shares over which the Option or Performance Right is exercisable will be increased by the number of Shares which the Participant would have received if the Participant had exercised the Option or Performance Right before the record date for the bonus issue. No adjustment will be made to the Exercise Price.

### 18.5 Reorganisation of capital

If there is a reorganisation of the issued capital of the Company (including a consolidation, subdivision, reduction or return) then the rights of a Participant (including the number of

Options or Performance Rights to which each Participant is entitled and the Exercise Price) will be changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation.

## 18.6 Winding up

If a resolution for a members' voluntary winding up of the Company is proposed (other than for the purpose of a reconstruction or amalgamation) the Board may, in its absolute discretion, give written notice to Participants of the proposed resolution. Subject to the Option Vesting Conditions or Performance Right Vesting Conditions being satisfied or waived, the Participants may, during the period referred to in the notice, exercise their Options or Performance Rights.

## 18.7 Fractions of Shares

For the purposes of this **Rule 18**, if Options or Performance Rights 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 entitlement of a Participant.

## 18.8 Calculations and adjustments

Any calculations or adjustments which are required to be made under this **Rule 18** will be made by the Board and, in the absence of manifest error, are final and conclusive and binding on the Company and the Participant.

## 18.9 Notice of adjustments

Whenever the number of Shares underlying an Option or Performance Right or the Exercise Price is adjusted pursuant to these Rules, the Company will give notice of the adjustment to the Participant and the ASX together with the calculations on which the adjustment is based.

## 18.10 Accumulation of adjustments

Effect will be given to this **Rule 18** in such manner that the effect of the successive application of this **Rule 18** will be cumulative, with the intention being that the adjustments that it progressively effects will reflect previous adjustments.

# 19 Cessation of employment, engagement or office

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## 19.1 Bad Leaver

Subject to **Rules 19.3** and **21**, if an Eligible Employee who is a Participant or has nominated a Nominated Party to receive Unvested Shares, Options or Performance Rights under the Plan ceases to be an Employee due to:

- (a) resignation or retirement (other than due to a Special Circumstance and, in the case of a Director, without application for re-election); or
- (b) dismissal for Cause or poor performance; or

- (c) any other circumstances (other than due to a Special Circumstance) determined by the Board to constitute a Bad Leaver,

(‘Bad Leaver’)

then, subject to compliance with the Listing Rules and the Corporations Act:

- (d) any Unvested Shares held by the Participant will be forfeited by the Participant in accordance with **Rule 10**;
- (e) any Unvested Options or Unvested Performance Rights held by the relevant Participant will immediately lapse in accordance with **Rule 16**; and
- (f) any Vested Options or Vested Performance Rights that have not been exercised will lapse in accordance with **Rule 16** on the date the Relevant Person ceases to be an Employee.

## 19.2 Good Leaver

Subject to **Rule 19.3**, if an Eligible Employee who is a Participant or has nominated a Nominated Party to receive Unvested Shares, Options or Performance Rights under the Plan ceases to be an Employee due to a Special Circumstance or otherwise for reasons other than as a Bad Leaver (‘Good Leaver’):

- (a) any Unvested Shares held by the Participant will be forfeited by the Participant in accordance with **Rule 10**;
- (b) any Unvested Options or Unvested Performance Rights held by the relevant Participant will lapse in accordance with **Rule 16**; and
- (c) any Vested Options or Vested Performance Rights that have not been exercised will continue in force and remain exercisable until the Last Exercise Date.

## 19.3 Board discretion

- (a) If an Eligible Employee who:
  - (i) is a Participant; or
  - (ii) has nominated a Nominated Party to receive Unvested Shares, Options or Performance Rights under the Plan,

ceases to be an Employee during the Vesting Period, notwithstanding the provisions of **Rule 19.1** or **19.2**, the Board may, subject to compliance with the Listing Rules and the Corporations Act (which may require Shareholder Approval), determine to treat any Unvested Shares, Options or Performance Rights held by the relevant Participant in any way other than in the manner set out in **Rule 19.1** or **19.2**, if the Board determines that the relevant circumstances warrant such treatment.

- (b) The Company must, within 14 days of the Board making a determination as to how to treat any Unvested Shares, Options or Performance Rights in accordance with **Rule 19.3(a)**, give notice to the Participant affected by the determination of the

effect of the determination on the remaining Unvested Shares, Options or Performance Rights held by the Participant.

## 20 Change of Control Event

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### 20.1 Change of Control Event

If a Change of Control Event occurs, the Board may in its sole and absolute discretion, and subject to the Listing Rules determine how Unvested Shares, Unvested Options or Unvested Performance Rights held by a Participant will be treated, including but not limited to:

- (a) determining that Unvested Shares, Unvested Options or Unvested Performance Rights (or a portion of Unvested Shares, Unvested Options or Performance Rights) will vest and become immediately exercisable with such vesting deemed to have taken place immediately prior to the effective date of the Change of Control Event, regardless of whether or not the employment, engagement or office of the Participant is terminated or ceases in connection with the Change of Control Event; and/or
- (b) if required to enable an Option or Performance Right to be exercisable, determining that the First Exercise Date for the Option or Performance Right occurs on a date set by the Board prior to the effective date of the Change of Control Event; and/or
- (c) amending, reducing or waiving any of the Share Vesting Conditions, Option Vesting Conditions or Performance Right Vesting Conditions attaching to those Unvested Shares, Unvested Options or Unvested Performance Rights in accordance with **Rule 9.6** or **Rule 15.4**.

### 20.2 Notice to Participants

Whether or not the Board determines to accelerate the vesting of any Shares, Options or Performance Rights, the Company must (where reasonably practicable) give written notice of any proposed Change of Control Event to each Participant prior to that Change of Control occurring.

## 21 Breach, fraud or misconduct

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If the Board determines that a Participant (or an Eligible Employee who has nominated a Nominated Party to receive Shares, Options or Performance Rights under the Plan) at any time:

- (a) has been dismissed or removed from office for a reason which entitles a Group Company to dismiss or remove the Participant (or Eligible Employee) without notice;
- (b) has been convicted on indictment of an offence under Applicable Law in connection with the affairs of a Group Company;
- (c) has had a judgment entered against him or her in civil proceedings in respect of the contravention by the Participant (or Eligible Employee) of his or her duties at law, in



equity or under statute in his or her capacity as an executive or director of a Group Company;

- (d) has committed an act of fraud, defalcation or gross misconduct in relation to the affairs of that Group Company (whether or not charged with an offence);
- (e) is in material breach of any of his or her duties or obligations to a Group Company; or
- (f) has done an act which brings a Group Company into disrepute,

the Board may determine that:

- (g) all Unvested Shares held by the relevant Participant will be forfeited by the Participant in accordance with **Rule 10**; and
- (h) all Options or Performance Rights (whether vested or unvested) held by the relevant Participant will lapse in accordance with **Rule 16**.

## 22 Clawback

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If the Board becomes aware of a material misstatement in the Company's financial statements or some other event has occurred which, as a result, means that the Share Vesting Conditions, Option Vesting Conditions or Performance Right Vesting Conditions in respect of certain Vested Shares, Vested Options or Vested Performance Rights were not, or should not have been determined to have been, satisfied, then the Board may determine that the Participant will cease to be entitled to those Vested Shares ('**Affected Shares**'), Vested Options ('**Affected Options**') or Vested Performance Rights ('**Affected Performance Rights**') and the Board may (to the extent permitted by law):

- (a) by written notice to the Participant:
  - (i) cancel the relevant Affected Options or Affected Performance Rights for no consideration or determine that the Affected Shares are Forfeited Shares for the purposes of **Rule 10**; or
  - (ii) require that the Participant pay to the Company the after tax value of the Affected Shares or Affected Options or Affected Performance Rights (and which have been converted into Shares), with such payment to be made within 30 Business Days of receipt of such notice; or
  - (iii) declare that the relevant Affected Options are Unvested Options, the relevant Affected Performance Rights are Unvested Performance Rights and/or the relevant Affected Shares are Unvested Shares; or
- (b) adjust fixed remuneration, incentives or participation in this Plan of a relevant Participant in the current year or any future year to take account of the after tax value of the Affected Shares, Affected Options or Affected Performance Rights.

## 23 Power of the Board

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- (a) The Plan will be administered by the Board, or a committee of the Board (in which case references in these Rules to the Board are taken to include references to such a committee), which will have absolute discretion to:
  - (i) determine appropriate procedures for administration of the Plan consistent with these Rules;
  - (ii) resolve conclusively all questions of fact or interpretation arising in connection with the Plan or these Rules;
  - (iii) relegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of their powers or discretions under the Plan or these Rules; and
  - (iv) formulate special terms and conditions (subject to the Listing Rules), in addition to those set out in these Rules, to apply to Participants employed and/or resident in and/or who are citizens of countries other than Australia. Each of these special terms and conditions will be restricted in their application to those Participants employed and/or resident in and/or who are citizens of other countries.
- (b) Subject to and in accordance with the Listing Rules (including any waiver granted under such Listing Rules), the Board (without the necessity of obtaining the prior or subsequent consent of Shareholders of the Company in a general meeting) may from time to time amend (including the power to revoke, add to or vary) all or any provisions of the Rules in any respect whatsoever, by an instrument in writing, provided that rights or entitlements in respect of any Share, Option or Performance Right granted before the date of amendment will not be materially reduced or materially adversely affected unless prior written approval from the affected Participant(s) is obtained.

## 24 Administration of Plan

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- (a) The Board may appoint for the proper administration and management of the Plan, such persons as it considers desirable and may delegate thereto such authorities as may be necessary or desirable for the administration and management of the Plan.
- (b) Subject to the provisions of the Rules, the Board may make such regulations and establish such procedures for the administration and management of the Plan as they consider appropriate.
- (c) The decision of the Board as to the interpretation, effect or application of the Rules will be final.

## 25 Trustee

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Subject to **Rule 5.1**:

- (a) the Company may appoint a trustee on terms and conditions which it considers appropriate to acquire and hold Shares or other securities of the Company, either on behalf of Participants or for the purposes of this Plan; and
- (b) unless the Board determines otherwise, Participants have no rights in respect of Shares or other securities held by a trustee unless and until their Awards vest.

## 26 Rights of Eligible Employees

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Neither participation in the Plan by a Group Company or any Eligible Employees or Participants, nor anything contained in these Rules, will in any way prejudice or affect the right of a Group Company to dismiss any Eligible Employee or Participant or to vary the terms of employment of any Eligible Employee or Participant. Nor will participation or the rights or benefits of an Eligible Employee or Participant under the Rules be relevant to or used as grounds for granting or increasing damages in any action brought by an Eligible Employee or Participant against a Group Company whether in respect of any alleged wrongful dismissal or otherwise.

## 27 Attorney

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Each Participant, in consideration of an Offer:

- (a) irrevocably appoints the Company and any person nominated from time to time by the Company (each an **'attorney'**), severally, as the Participant's attorney to complete and execute any documents including applications for Shares and Share transfers and to do all acts or things on behalf of and in the name of the Participant which may be convenient or necessary for the purpose of giving effect to the provisions of these Rules;
- (b) covenants that the Participant will ratify and confirm any act or thing done pursuant to this power;
- (c) releases each member of the Group and the attorney from any liability whatsoever arising from the exercise of the powers conferred by this Rule; and
- (d) indemnifies and holds harmless each member of the Group and the attorney in respect thereof.

## 28 Taxation

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### 28.1 Offer to specify whether tax deferral applies

Any Offer made pursuant to this Plan (whether the Participant is subject to taxation in respect of Awards in Australia) will specify whether subdivision 83A-C of the *Income Tax Assessment Act 1997* (Cth) (**'ITAA'**) applies to that Offer such that any tax payable by a Participant under the Offer will be deferred to the applicable deferred taxing point described in that subdivision.

## 28.2 Compliance with section 83A-105(6)

For the avoidance of doubt, this clause is intended to comply with section 83A-105(6) of the ITAA such that subdivision 83A-C applies to Offers made pursuant to this Plan where the terms of the Offer comply with the requirements of that Subdivision and the Offer expressly states that subdivision 83A-C is to apply to the Offer.

## 28.3 Company not liable

Neither the Company nor its directors, officers, employees, representatives or agents take any responsibility or assume any liability for the taxation liabilities of Participants.

## 28.4 Liability for payments

Subject to Rule 5.1, where the Company or any or its related bodies corporate, or a trustee appointed under Rule 25, must withhold or account for any tax or social security contributions (in any jurisdiction) for which a Participant may be liable because of the grant of an Award, issue or transfer of Shares, payment of cash, or the vesting or exercise of an Award (an '**Amount**'), the Company, related body corporate or trustee may, in its discretion and subject to obtaining any necessary ASIC relief:

- (a) withhold up to the Amount from any cash payment due to the Participant; and/or
- (b) withhold a number of Shares which would otherwise be provided to the Participant and sell them in order to realise the Amount (with any excess received over the Amount net of costs of sale being paid to the Participant); and/or
- (c) accept payment from the Participant of the Amount; and/or
- (d) make acceptable arrangements with the Participant for the Amount to be made available.

## 29 Notices

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Any notice to Participants may be given in such manner as the Board determines.

## 30 Governing Law

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This Plan is governed by and will be construed and take effect in accordance with the laws of New South Wales.