

## OPTION TERMS AND CONDITIONS

1. Each Option entitles the Option holder to subscribe for one fully paid ordinary share in the capital of Managed Accounts Holdings Limited ACN 128 316 441 (**Company**).
2. The Options are granted subject to the terms of any restriction agreement required by the Australian Securities Exchange (**ASX**) to be entered into by the Option holder with respect to the Options (**Restriction Agreement**). If there is any inconsistency between:
  - (a) the terms of the Restriction Agreement, the requirements of the ASX listing rules or the Company's constitution regarding restricted securities (**Restricted Security Requirements**); and
  - (b) these Option terms and conditions,then the Restricted Security Requirements will prevail.
3. The Options are exercisable at an exercise price of 20 cents (A\$0.20) per share at any time provided that the Options have not lapsed pursuant to clause 5 below.
4. The Options will expire at 5 pm (Sydney time) on the later of 21 March 2015 and the date the Options cease to be restricted securities under the Restriction Agreement (the **Expiry Date**).
5. Any Option automatically lapses without any claim against the Company in any of the following events:
  - (a) upon the liquidation or winding up of the Company for any reason other than by way of a members' voluntary winding up; or
  - (b) the Option has not been exercised prior to 5pm (Sydney time) on the Expiry Date.
6. The Options are not transferable and will not be quoted on the ASX.
7. All shares issued pursuant to the exercise of Options will be allotted within 10 business days after the exercise of the Options and will rank pari passu in all respects with the Company's then existing ordinary fully paid shares.
8. Exercise of the Options is effected by giving notice of exercise of the Options together with the required exercise price. If the Option holder has more than one Option, the Options may be exercised in part.
9. There are no participating rights or entitlements inherent in the Options and the Option holder will not be entitled to participate in new issues of capital offered to shareholders during the currency of the Options without exercising the Options.
10. In the event of a reorganisation (including a consolidation, sub-division, reduction or return) of the issued capital of the Company, the number of Options or the exercise price of the Options or both will be reorganised (as appropriate) in the manner required by the ASX listing rules at the time of the reorganisation, and if the Company is not listed on the ASX at the relevant time, then the following reorganisation rules will apply:
  - (a) if there is a consolidation of capital, the number of Options will be consolidated in the same ratio as the ordinary capital and the exercise price will be amended in inverse proportion to that ratio;
  - (b) if there is a sub-division of capital, the number of Options will be sub-divided in the same ratio as the ordinary capital and the exercise price will be amended in inverse proportion to that ratio;
  - (c) if there is a return of capital, the number of Options will remain the same and the exercise price of each Option will be reduced by the same amount as the amount returned in relation to each ordinary share;

- (d) if there is a reduction of capital by a cancellation of paid up capital that is lost or not represented by available assets where no ordinary shares are cancelled, the number of Options and the exercise price of each Option will remain unaltered;
  - (e) if there is a pro-rata cancellation of capital, the number of Options must be reduced in the same ratio as the ordinary capital and the exercise price of each Option must be amended in inverse proportion to that ratio; and
  - (f) in any other case of reorganisation, the number of Options or the exercise price, or both, will be reorganised so that the holder of the Option will not receive a benefit that holders of ordinary shares do not receive, subject to rounding up of the number of ordinary shares to be received on exercise that is approved by shareholders when approving the reorganisation.
11. If there is a pro-rata issue (except a bonus issue) to the holders of the ordinary shares, the exercise price of the Options will be reduced according to the following formula:
- $$O' = O - \frac{E[P-(S+D)]}{N + 1}$$
- Where
- O' = the new exercise price of the Options.
  - O = the old exercise price of the Options.
  - E = the number of ordinary shares into which one Option is exercisable.
  - P = the average market price per ordinary share (weighted by reference to volume) of the ordinary shares during the 5 (five) trading days ending on the day before the ex-rights or ex-entitlements date.
  - S = the subscription price for an ordinary share under the pro-rata issue.
  - D = the dividend due but not yet paid on the ordinary shares (except those to be issued under the pro-rata issue).
  - N = the number of ordinary shares with rights or entitlements that must be held to receive a right to one new ordinary share.
12. If there is a bonus issue to the holders of ordinary shares, the number of securities over which an Option is exercisable will be increased by the number of ordinary shares which the holder of the Option would have received if the Option had been exercised before the record date for the bonus issue.
13. If and to the extent any of the preceding terms and conditions are inconsistent with the rules or requirements of the ASX on which the Company's shares are listed, the rules of the ASX will prevail in all respects to the extent of the inconsistency.
14. These terms and conditions are governed by the laws of New South Wales and the Option holder unconditionally submits to the jurisdiction of the courts of that State and courts of appeal from them.