

Pepper Group Limited Global Legacy Scheme

Introduction

Pepper Group Limited (**Company**) has established the Global Legacy Scheme to assist in the motivation, retention and reward of senior management. The Global Legacy Scheme is designed to align the interests of Qualifying Employees (as defined in section 1 of the Offer Terms below) with the interests of shareholders by providing an opportunity for the Qualifying Employees to receive an equity interest in the Company.

Under the Global Legacy Scheme the Company will offer:

- Plan Shares in the form of fully paid ordinary shares in the capital of the Company (**Global Legacy Shares**) to be held on trust for participants in the Scheme Trust in accordance with the terms of the Plan Rules and the Scheme Trust Deed; and
- Performance Rights represented by Units in the Scheme Trust (**Global Legacy Units**).

(collectively **Global Legacy Awards**) to certain Qualifying Employees (see Offer Terms below).

The Global Legacy Scheme is made under the plan rules in respect of the Pepper Group Employee Incentive Plan (**Plan Rules**).

Each Qualifying Employee's offer of Global Legacy Shares and Global Legacy Units under the Global Legacy Scheme will be set out in an Invitation which accompanies this document.

The Global Legacy Shares and Global Legacy Units will have a nil Issue Price and will be issued to Participants (**Global Legacy Participants**).

Whilst Global Legacy Shares are held on trust, Global Legacy Participants will have the right to receive payment of dividends and any other distributions paid on those shares but will not be entitled to vote those shares. The Scheme Trustee will be entitled to exercise the voting rights in respect of Global Legacy Shares in accordance with the terms of the Scheme Trust Deed for so long as it holds those shares on trust. Global Legacy Shares will not be subject to Vesting Conditions or forfeiture but may be subject to escrow restrictions that may apply in connection with the initial public offering of the shares of the Company (**IPO**) and Disposal Restrictions set out in a Global Legacy Participant's Invitation.

The Scheme Trustee will also be issued and will hold on trust for the Global Legacy Participants, ordinary Plan Shares (**Corresponding At Risk Shares**) equal in number to the Global Legacy Units issued to Global Legacy Participants. Global Legacy Units will, subject to Scheme Trustee discretion, entitle the Global Legacy Participant to distributions of income which are representative of the dividends and any other distributions paid on Corresponding At Risk Shares from the date of issue of the Global Legacy Units until the date the Global Legacy Participant ceases to hold Global Legacy Units.

If the 'Vesting Conditions' are satisfied on the 'Vesting Date' (see section 8 of these Offer Terms) then within 5 Business days of the Vesting Date, a Global Legacy Participant's Global Legacy Units will be redeemed in exchange for the Global Legacy Participant receiving a beneficial entitlement to the Corresponding At Risk Shares held in the Scheme Trust.

If the Vesting Conditions are not satisfied or incapable of satisfaction on the Vesting Date, the Performance Rights constituted by the Global Legacy Units automatically lapse, and the Global

Legacy Units will be automatically forfeited and cancelled, when the Vesting Conditions cease to be satisfied. In such circumstances, the Scheme Trustee will deal with any Corresponding At Risk Shares in accordance with the directions given by the Company pursuant to the terms of the Plan Rules and the Scheme Trust Deed.

Any offer made pursuant to this Global Legacy Scheme will be subject to the terms of this document, the Plan Rules, the Scheme Trust Deed and the constitution of the Company. Copies of the Plan Rules and Scheme Trust Deed accompany this document.

A Qualifying Employee need not participate in the Global Legacy Scheme. The choice to participate (or not) in the Global Legacy Scheme will not impact the Qualifying Employee's employment with a Group Entity or how the Qualifying Employee is regarded by the Company or any Group Entity. If a Qualifying Employee wishes to participate, they must return a duly completed and executed application (in the form attached to the Invitation accompanying this document) (**Application Form**) to the Company Secretary, by 5pm AEST on 18 June 2015. If a Qualifying Employee does not wish to participate, the Qualifying Employee need do nothing.

Before deciding whether or not to participate, Qualifying Employees should read and consider the terms of this document, the Plan Rules and Scheme Trust Deed. Any advice in these documents is general advice only and does not take into account a Qualifying Employee's objectives, financial situation or needs. Neither the Company nor any other Group Entity makes any representation or recommendation about whether Qualifying Employees should participate in the Global Legacy Scheme.

Qualifying Employees should consider obtaining financial product advice from a person who is licensed by the Australian Securities and Investments Commission to give such advice.

Words and phrases that have defined meanings in the Plan Rules have the same meanings when used in this document and the provisions of the Plan Rules in the sections of the Plan Rules headed 'Definitions and Interpretation' (i.e. Rules 1 to 3) and 'General' (i.e. Rules 27 to 33) apply to this document, with necessary changes, as if they were expressly stated in this document.

Offer Terms

<p>1. Eligibility</p>	<p>This Scheme is open to Eligible Employees who are executives and senior management personnel of Group Entities in Australia, the United Kingdom, Ireland, Spain and South Korea and who are approved by the Board for participation in this Global Legacy Scheme (Qualifying Employees).</p> <p>Qualifying Employees are entitled to nominate a Nominee Participant to take up an entitlement under this Global Legacy Scheme as a Global Legacy Participant.</p>
<p>2. Type of Awards</p>	<p>The Global Legacy Awards that will be offered under the Global Legacy Scheme will comprise of:</p> <ul style="list-style-type: none"> • Global Legacy Shares; and • Global Legacy Units, <p>each as described in section 3 below.</p>

<p>3. Global Legacy Shares and Global Legacy units</p>	<p><i>Global Legacy Shares</i></p> <p>Global Legacy Shares are ordinary shares in the capital of the Company that are held on trust by the Scheme Trustee for a Global Legacy Participant.</p> <p>Whilst Global Legacy Shares are held on trust, Global Legacy Participants will have the right to receive payment of dividends and any other distributions paid on those shares but will not be entitled to vote those shares. The Scheme Trustee will be entitled to exercise the voting rights in respect of Global Legacy Shares in accordance with the terms of the Scheme Trust Deed for so long as it holds those shares on trust.</p> <p><i>Global Legacy Units</i></p> <p>Global Legacy Units will, subject to Scheme Trustee discretion, entitle the Global Legacy Participant to distributions of income which are representative of the dividends and any other distributions paid on Corresponding At Risk Shares.</p> <p>A Global Legacy Participant's Global Legacy Units will be redeemed or forfeited as described in the Vesting Conditions section below.</p>
<p>4. Offers under the Global Legacy Scheme</p>	<p>The Board has the discretion to set the terms and conditions on which the Company will offer Global Legacy Shares and Global Legacy Units in individual Invitations.</p>
<p>5. Grant Date</p>	<p>The Global Legacy Awards will be made at or shortly after the date the ordinary shares of the Company are listed on the ASX</p>
<p>6. Maximum number of securities to be issued</p>	<p>The total number of shares the subject of the Global Legacy Scheme is 8,526,500 ordinary shares (Shares), apportioned as to 70% as Global Legacy Shares and as to 30% as Corresponding At Risk Shares.</p>
<p>7. Issue Price</p>	<p>No Issue Price will apply to the issue of Global Legacy Shares, Global Legacy Units or Corresponding At Risk Shares issued under this Global Legacy Scheme.</p>
<p>8. Vesting Conditions</p>	<p><i>Global Legacy Shares</i></p> <p>Nil.</p> <p><i>Global Legacy Units</i></p> <p>The Qualifying Employee does not, in any Capacity:</p> <ul style="list-style-type: none"> • supply Restricted Products or Services to, for or as a Competitor; or • disclose Confidential Information to a Competitor, <p>during the Vesting Assessment Period.</p>

Where:

Capacity means any capacity including, without limitation, as officer, director, employee, consultant, adviser, partner, joint venturer, principal, agent, sole trader, shareholder, unitholder, trustee, beneficiary or financier.

Competitor means any entity that, undertakes, or by accepting or receiving Restricted Products or Services or Confidential Information from the Qualifying Employee, would or could undertake, a business the whole or part of which is the same or substantially the same as:

- (a) the business of any Group Entity (or two or more Group Entities); or
- (b) any prospective business of a Group Entity (or two or more Group Entities) with which the Qualifying Employee was materially involved in investigating, planning or developing, or in respect of which the Qualifying Employee had access to Confidential Information, at any time prior to the Vesting Date,

in any country in which a Group Entity carries on business.

Confidential Information means any confidential, non-public or proprietary information or trade secrets relating to a Group Entity (or two or more Group Entities), including in relation to its (or their) products or services, prospective business, assets, organisational structure, operations or affairs.

Restricted Products or Services means any products or services supplied by:

- (a) the Qualifying Employee in any Capacity and whether for a Group Entity (or two or more Group Entities) or any other entity (or entities); or
- (b) a Group Entity (or two or more Group Entities) with which the Qualifying Employee was materially involved or which the Qualifying Employee performed,

during the 5 year period prior to the Vesting Date.

Vesting Assessment Period means the period between Issue Date and the Vesting Date.

Vesting Date means 1 January 2018.

If the Vesting Conditions are satisfied on the Vesting Date then within 5 Business Days of the Vesting Date, a Global Legacy Participant's Global Legacy Units will be redeemed in exchange for the Global Legacy Participant receiving an entitlement to an equal number of the Corresponding At Risk Shares which will not be subject to forfeiture.

	<p>If the Vesting Conditions are not satisfied or incapable of satisfaction on the Vesting Date, the Performance Rights constituted by the Global Legacy Units automatically lapse. For the avoidance of doubt, in these circumstances Global Legacy Participants do not have any entitlement to any Corresponding At Risk Shares.</p> <p>Pending the Vesting Conditions being satisfied and Global Legacy Units redeemed, or Global Legacy Units lapsing, Global Legacy Participants will have the rights set out in the Scheme Trust Deed in respect of income or other rights that accrue to Corresponding At Risk Shares.</p>
<p>9. Restrictions on dealing</p>	<p>Global Legacy Shares issued to a Global Legacy Participant may be subject to escrow restrictions and Disposal Restrictions set out in the Global Legacy Participant's Invitation which prevent the Global Legacy Participant from dealing in such Shares for specified periods unless otherwise permitted in accordance with the escrow and Disposal Restrictions terms (but subject always to the Company's securities dealing policy). Once the Global Legacy Shares are released from escrow and any applicable Disposal Restrictions have been lifted, subject to the requirements of the Company's securities dealing policy, Global Legacy Participants will be entitled to direct the Scheme Trustee to Dispose of the Global Legacy Shares on the Global Legacy Participant's behalf (including by transferring legal title to such Shares to the Global Legacy Participant).</p> <p>Global Legacy Participants will not be able to deal in Corresponding At Risk Shares until the Vesting Conditions are satisfied and the Global Legacy Units are redeemed at which time, subject to any Disposal Restrictions set out in a Global Legacy Participant's Invitation and the requirements of the Company's securities dealing policy, the Global Legacy Scheme Participant will be entitled to direct the Scheme Trustee to Dispose of the Corresponding At Risk Shares on the Global Legacy Participant's behalf (including by transferring legal title to such Shares to the Global Legacy Participant).</p>
<p>10. Risks</p>	<p>The future value of any listed company's shares cannot be predicted. The Global Legacy Shares and Corresponding At Risk Shares will be quoted on the ASX and the share price will vary due to a number of different economic and financial market factors in addition to any variance in performance and profitability of the Company. As a result, the value of the Shares may increase or decrease.</p> <p>There are other risks in owning shares generally as well as risks associated with the Company's business. Please refer to the risks section in the Prospectus for a more detailed explanation of the risks.</p>