

Tyrian Diagnostics Limited
ACN 080 277 998

Employee Share Incentive Plan Rules

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TYRIAN DIAGNOSTICS LIMITED ACN 080 277 998

EMPLOYEE SHARE INCENTIVE PLAN RULES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Rules, unless the context requires otherwise:

Acceptance Form means a duly completed and executed document for acceptance of an Offer substantially in the form of Schedule 2 or in a form approved by the Board.

Acquisition Price has the meaning given in the Loan Terms.

Applicable Law means any one or more or all, as the context requires of:

- (a) the Corporations Act;
- (b) the Corporations Regulations;
- (c) the Listing Rules;
- (d) any other applicable securities or financial services laws;
- (e) any class order, declaration, guideline, policy or procedure pursuant to the provisions of which either ASIC or ASX is authorised or entitled to regulate, implement or enforce, either directly or indirectly, the provisions of any of the above statutes, regulations, rules, deeds or agreements or any conduct or proposed conduct of any person under any of the above statutes, regulations, rules, deeds or agreements;
- (f) any other legislation regulating or applying to the activities of the Company;
- (g) the Constitution.

ASIC means the Australian Securities & Investments Commission.

ASX means ASX Limited ACN 008 624 691 or the Australian Securities Exchange, as the context requires.

Board means the board of directors of the Company, any committee of the Board or a duly authorised person or body to which the Board has delegated its powers under this Plan.

Borrower has the meaning given in the Loan Terms.

Business Day means any day which is not a Saturday, Sunday or public holiday in New South Wales.

Call Option means the call option granted under rule 8.

Company means Tyrian Diagnostics Limited ACN 080 277 998.

Constitution means the Company's constitution (as in force from time to time).

Corporate Control Event means the earliest of the following events to occur:

- (a) the Board recommends that the Company's shareholders:
 - (i) accept a takeover bid for the Company; or
 - (ii) approve or vote in favour of a scheme of arrangement for the takeover of the Company;
- (b) a person acquires voting power (within the meaning of section 610 of the Corporations Act) in more than 50% of the Shares in the Company as a result of a takeover bid;
- (c) a person acquires voting power (within the meaning of section 610 of the Corporations Act) in more than 50% of the Shares in the Company through a scheme of arrangement;
- (d) a person becomes a legal or beneficial owner of more than 50% of the Shares in the Company;
- (e) a person becomes entitled to acquire, or has an equitable interest in, more than 50% of the Shares in the Company;
- (f) any event (including a merger of the Company with another company or a private treaty or trade sale other than by way of a sale of the Shares) whether specified above or not and whether at a different percentage to that specified above or not, which the Board determines, in its absolute discretion, to be a Corporate Control Event.

Corporations Act means the Corporations Act 2001 (Cth).

Date of Acquisition means, with respect to Shares issued under the Plan, the date on which the Shares are issued to or transferred to, and registered in the name of, the Employee or a Nominated Party of the Employee (as applicable).

Deal or Dealing means sale, transfer, assignment, mortgage, pledge, grant a lien over or otherwise alienate or encumber or attempted sale, transfer, assignment, mortgage, pledge, grant a lien over or other alienation or encumbrance or creation in favour of any third party any interest whatsoever.

Distribution has the meaning given in the Loan Terms.

Employee means:

- (a) an individual whom the Board determines to be in the full-time or part-time employment of an entity in the Group (including any employee on parental leave, long service leave or other special leave as approved by the Board);
- (b) a director of a body corporate in the Group who holds a salaried employment or office in that body corporate; or
- (c) an individual otherwise in the employment of a body corporate in the Group whom the Board determines to be an Employee for the purposes of the Plan.

Group means the Company and each Related Body Corporate of the Company.

Holding Lock means a mechanism arranged or approved by the Board and administered by the Company (including through its share registry) that prevents Shares acquired under the Plan being disposed of by a Participant until the Shares have been released from the Plan or ownership of the Shares has been transferred pursuant to the Call Option or the Put Option.

Instalment Amount means each amount specified in an Offer which must be paid on an Instalment Date.

Instalment Date means each date specified in the Offer on which an Instalment Amount must be paid.

Leaver Shares means any Shares under the Plan that are deemed to be Leaver Shares by operation of rule 7 or paragraph 12.8 the Loan Terms.

Listing Rules means the listing rules of the ASX.

Loan Amount has the meaning given in the Loan Terms.

Loan Facility means the non-recourse loan facility between the Company (as lender) and the Employee (as borrower) substantially in form set out in Schedule 3 or other form approved by the Board.

Loan Period has the meaning given in the Loan Terms.

Loan Terms means the loan terms set out in Schedule 4 to these Rules.

Lock-Up Period means:

- (a) **(1/3 locked until fifth anniversary)** in respect of 1/3 of the Shares acquired by a Participant pursuant to an Offer, the period commencing on the Date of Acquisition and ending on the fifth anniversary of the Date of Acquisition;
- (b) **(1/3 locked until sixth anniversary)** in respect of 1/3 of the Shares acquired by a Participant pursuant to an Offer, the period commencing on the Date of Acquisition and ending on the sixth anniversary of the Date of Acquisition; and
- (c) **(1/3 locked until seventh anniversary)** in respect of 1/3 of the Shares acquired by a Participant pursuant to an Offer, the period commencing on the Date of Acquisition and ending on the seventh anniversary of the Date of Acquisition.

Net Service Payment Amount means the Service Payment payable on an Instalment Date less any tax and other amounts required by law to be deducted from the Service Payment.

Nominated Party means, in respect of an Employee or a Borrower:

- (a) a trustee or trustees of a trust set up wholly for the benefit of:
 - (i) the Employee; or
 - (ii) a spouse of the Employee; and/or
 - (iii) a biological or legally adopted child of the Employee who is at least 18 years of age; or
- (b) a company in which all of the issued shares are beneficially held by, and all of the voting rights are beneficially held by:

- (i) the Employee; and/or
- (ii) a spouse of the Employee; and/or
- (iii) or a biological or legally adopted child of the Employee who is at least 18 years of age.

Offer means:

- (a) an offer to participate in the Plan; or
- (b) an offer to acquire Shares under the Plan made to an Employee pursuant to rule 3.1,

or both, substantially in the form of Schedule 1 or other form approved by the Board.

Participant means an Employee who accepts an Offer and any Nominated Party of an Employee who has been nominated to hold the Shares of the Employee under the Plan.

Plan means the Tyrian Diagnostics Limited ACN 080 277 998 Employee Share Incentive Plan set out in these Rules.

PPS Law means:

- (a) the PPSA and any regulation made at any time under the PPSA, including the PPS Regulations (each as amended); and
- (b) any amendment made at any time to any other legislation as a consequence of a law or regulation referred to in paragraph (a).

PPS Regulations means the Personal Property Securities Regulations 2010 (Cth).

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

Put/Call Arrangements means the arrangements in respect of the Leaver Shares described in rules 8 and 9.

Put Option means the put option granted under rule 9.

Rules means the terms and conditions of this Plan, as set out in this document (including the Loan Terms and the Offer) and amended from time to time.

Security Interest means any:

- (a) security interest as defined in the PPS Law;
- (b) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge (whether fixed or floating), lien, pledge, hypothecation, encumbrance, trust, power or title retention arrangement, finance lease, right of set off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements); and
- (c) thing or preferential interest or arrangement of any kind giving a person priority or preference over claims of other persons or creditors with respect to any property or asset,

and includes any agreement to create any of them or allow them to exist.

Settlement Amount has the meaning given in rule 8.2.

Shares means the fully paid ordinary shares in the capital of the Company.

Special Circumstances means with respect to an Employee:

- (a) the Total and Permanent Disability of the Employee; or
- (b) such other circumstances as the Board may at any time determine (whether in relation to the Employee, a class of Employee, particular circumstances, or a class of circumstances).

Service Condition means the service conditions that must be satisfied, or circumstances which must exist, before an Employee is entitled to a Service Payment under these Rules.

Service Payment means an aggregate gross cash amount set out in an Offer which, subject to achievement of the Service Condition on the Instalment Date, an Employee shall be entitled to receive on each Instalment Date, which amount shall be:

- (a) before deduction of PAYE withholding tax; and
- (b) to the extent that an obligation to pay a superannuation contribution arises on payment of a Service Payment, inclusive of the related superannuation contribution.

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

Total and Permanent Disability means, in relation to an Employee, that the Employee has, in the reasonable opinion of the Board, become permanently incapacitated to such an extent as to render the Employee unlikely to engage in the Employee's usual occupation again.

Trust means a trust under which the Shares issued pursuant to the Plan are held by a trustee as trustee for a Participant.

1.2 Interpretation

In these Rules unless the context otherwise requires:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting an individual or persons include bodies corporate or incorporate and trusts and vice versa;
- (c) wherever the word "include" appears in any form, it is to be construed as being followed by the words "without being limited to";
- (d) a reference to any document or agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;

- (e) where any word or phrase is given a defined meaning in these Rules, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (f) all references to a Rule are to one of the Rules of this Plan or the designated part of it;
- (g) references to currency are to the currency of Australia;
- (h) where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day;
- (i) a word which is given a special meaning by the Corporations Act will have the same meaning; and
- (j) references to legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.

2. PRINCIPAL CONDITIONS

2.1 Overriding restriction

No Offer may be made to an Employee and no Shares may be granted under the Plan if to do so would contravene the Corporations Act, the Listing Rules or any other Applicable Law, including the insider trading provisions of Division 3 of Part 7.10 of the Corporations Act and the Group's securities trading policy.

2.2 Advance of Loan Amount

Unless otherwise stated in an Offer, a Participant may only acquire Shares under the Plan where a Loan Amount has been advanced to the Participant and, at the direction of the Participant, used to fund the payment of the Acquisition Price for those Shares under the Loan Terms.

2.3 Prerequisite to acquisition of Shares

Unless the Board determines otherwise, a grant of Shares may be made to an Employee or a Nominated Party of an Employee (as applicable) pursuant to an Offer only if at both:

- (a) the date of the Offer; and
- (b) the date that Shares are to be acquired for the purposes of the Offer,

the relevant Employee remains an Employee.

2.4 Plan limit

Unless the Board determines otherwise, the Company will not provide Shares on acceptance of an Offer if the total number of Shares that would be held under the acceptance of the Offer, when aggregated with the number of Shares which are held by Participants under the Plan, would exceed 10% of the total number of issued Shares at that time.

2.5 **Director participation**

If required under the Listing Rules, no Shares may be issued to a director or a Nominated Party of a director pursuant to the Plan unless prior approval of the Company's shareholders is obtained in accordance with the Listing Rules.

3. **OFFERS OF SHARES UNDER THE PLAN**

3.1 **Offers**

Subject to these Rules, the Board may in its absolute discretion issue Offers to an Employee to acquire Shares, which shall include the right to receive:

- (a) a Loan Facility from the Company so that the Employee may acquire Shares under the Plan; and
- (b) a Service Payment (subject to achievement of the Service Condition) on each Instalment Date.

3.2 **Requirements for Offers**

An Offer must:

- (a) be in writing (which includes email);
- (b) state the name and address (which may be an email address) of the Employee to whom the Offer is made;
- (c) state the total number of Shares under the Offer, or the manner in which the total number of Shares is to be determined;
- (d) state the date of the Offer;
- (e) state the Loan Amount and whether any interest will be payable;
- (f) state the Acquisition Price for the Shares, or the manner in which the Acquisition Price is to be determined;
- (g) specify the Instalment Amount that is payable on each Instalment Date;
- (h) specify the Service Payment the Employee is eligible to receive on each Instalment Date;
- (i) specify the Service Condition that must be achieved for the Service Payment to become payable;
- (j) state the time period for accepting an Offer;
- (k) include a copy of these Rules, Acceptance Form, Loan Facility and any other explanatory material which the Group wishes to distribute and other documents and information as may be required by the Applicable Laws, if applicable; and
- (l) specify any other terms and conditions that the Board determines.

3.3 **Acceptance of Offer**

Any acceptance of an Offer by an Employee must be made by providing a fully executed Acceptance Form and Loan Facility to the Board within the time specified in the Offer or in any other way the Board determines.

3.4 **Consequences of acceptance of an Offer**

On acceptance of an Offer:

- (a) the Employee and any Nominated Party of an Employee (if applicable) becomes bound by these Rules (including the Loan Terms);
- (b) the Employee becomes a Borrower and is bound by the Loan Terms;
- (c) the Employee and any Nominated Party of an Employee (if applicable) irrevocably applies to acquire Shares under the Plan on and subject to the terms and conditions specified in the Offer and in his or her Acceptance Form;
- (d) where a Service Payment becomes payable on an Instalment Date in accordance with the Offer, authorises the Company to apply the Net Service Payment Amount towards repayment of the Instalment Amount that is payable on that Instalment Date;
- (e) the Employee and any Nominated Party of an Employee (if applicable) agrees to become a member of the Company and be bound by the Constitution.

3.5 **Offer personal**

An Offer under the Plan is personal to the Employee to whom it is made and, accordingly, the invitation constituted by an Offer may only be accepted by, and Shares may only be issued to (or transferred to), the Employee to whom the Offer is made or a Nominated Party of the Eligible Employee (if approved by the Board).

4. **OPERATION OF THE PLAN**

4.1 **Binding nature of Rules**

The Plan will operate in accordance with these Rules (including the Offer and the Loan Terms) which bind the Company and each Participant.

4.2 **Trust arrangement**

The Board may determine that any Shares offered to Employees under the Plan may be held in a Trust for a specified period of time. If the Board determines to use a Trust to hold Shares, these Rules will be taken to be modified as necessary to enable the trustee of the Trust to be the registered holder of the Shares.

4.3 **Offer terms and conditions take precedence**

To the extent of any inconsistency, the terms and conditions advised to an Employee by the Board in an Offer will prevail over any other provision of these Rules.

5. **ACQUISITION OF SHARES**

- (a) Subject to this rule 5 where the Employee directs, under paragraph 6(d) of the Loan Terms, an amount representing the Acquisition Price be applied to fund the acquisition of Shares, the Company must arrange for the Shares to be provided to

the Participant by way of, in the Board's absolute discretion and subject to the terms of the relevant Offer:

- (i) an allotment and issue of the Shares;
 - (ii) acquiring the Shares by way of on-market purchase;
 - (iii) transfer; or
 - (iv) any other means.
- (b) Unless the Board determines otherwise, the Company may arrange for the issue of Shares to Participants for the purposes of the Plan, having regard to any Group securities trading policy.

5.2 Registration and control of Shares

Shares issued under the Plan will be registered in the name of the Participant.

5.3 Shares to rank equally

Unless otherwise provided in an Offer and subject to the Applicable Laws, any Shares issued or transferred to a Participant under the Plan will rank equally with all then existing Shares on and from the date of issue or transfer (as applicable) in respect of all voting rights and rights issues, bonus security issues and dividends or distributions which have a record date for determining entitlements on or after the date of issue of the Shares, and are held subject to the rights and restrictions set out in the Constitution and the Plan.

5.4 Quotation

If the Shares are listed on the ASX, then as soon as practicable after the date that any Shares are issued under the Plan, the Company will, unless the Board otherwise resolves, apply for official quotation of such Shares on the ASX.

6. DEALINGS

6.1 No disposal

Subject to the terms of the Offer, from the Date of Acquisition until the expiry of the Lock-Up Period (or ownership of the Shares has been transferred pursuant to the Call Option or Put Option), the Participant must not dispose of or otherwise Deal with or grant a Security Interest over (other than under the Loan Terms), or purport to Deal with or grant a Security Interest over (other than under the Loan Terms), any Shares acquired by a Participant under the Plan or any interest in any Shares acquired by a Participant under the Plan.

6.2 Enforcement of restriction

The Board may implement any procedure it considers appropriate to restrict a Participant from Dealing with any Shares acquired by a Participant under the Plan.

6.3 Refusal to register transfer

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 acquired by a Participant under the Plan.

6.4 **Corporate Control Event**

- (a) If a Corporate Control Event occurs the Board may determine that any Shares may be released from the Holding Lock and cease to be subject to the Lock-Up Period.
- (b) The Offer may specify additional terms in relation to the happening of a Corporate Control Event.

6.5 **Shares cease to be subject to Lock-Up Period**

On the earliest of:

- (a) a determination by the Board that the Lock-Up Period ceases to apply to Shares; and
- (b) the expiry of the applicable Lock-Up Period;

then:

- (c) the relevant Shares cease to be subject to the restrictions under this rule 6 and rule 7; and
- (d) the Board must, as soon as reasonably practicable, lift the Holding Lock in respect of the relevant Shares and must notify the Participant the Holding Lock has been lifted.

6.6 **Disposal following Lock-Up Period**

In the event that the Participant wishes to Deal with any Shares following the expiration of the Lock-Up Period:

- (a) the Participant must, prior to any Dealing, provide the Company with at least 30 Business Days' notice (**Notice Period**) of the Participant's intention to Deal with the Shares;
- (b) during the Notice Period, the Company may, at its absolute discretion, by notice to the Participant elect to acquire (or nominate a nominee to acquire) the Shares from the Participant at a price equal to the weighted average trading prices of Shares on the ASX during the 30 trading days up to and including the date that notice was provided under Rule 6.6(a) (**Offer Price**); and
- (c) if the Company elects to acquire the Shares from the Participant (or for a nominee to acquire the Shares from the Participant) under this rule, then the Participant must transfer the Shares to the Company (or to its nominee) at the Offer Price within 5 Business Days following the expiration of the Notice Period and the Company (or the nominee, as applicable) must pay the Offer Price in respect of the total number of Shares to be acquired from the Participant by direct funds transfer into a bank account nominated by the Participant.

7. **CESSATION OF EMPLOYMENT**

7.1 **Bad Leaver**

If an Employee who is a Participant, or who has nominated a Nominated Party to be granted Shares under the Plan, ceases to be an Employee prior to the fifth anniversary of the Date of Acquisition due to:

- (a) dismissal in connection with or as a result of:
 - (i) an act which entitles the Company or a related body corporate of the Company to dismiss the Employee without notice or which brings the Company or a related body corporate of the Company into disrepute;
 - (ii) conviction on indictment of an offence against the Corporations Act of the Listing Rules in connection with the affairs of the Company or a related body corporate of the Company;
 - (iii) the entry of judgement against the Employee in civil proceedings in respect of the contravention by the Employee of his or her duties at law, in equity or under statute in his or her capacity as an executive or director of the Company or a related body corporate of the Company; or
 - (iv) an act of fraud, defalcation or gross misconduct in relation to the affairs of the Company or a related body corporate of the Company (whether or not charged with an offence); or
- (b) any other circumstance of a serious nature that is analogous to any of the above circumstances (excluding a Special Circumstance or the death of an Employee) determined by the Board to constitute a Bad Leaver (**Bad Leaver**),

then, subject to compliance with the Listing Rules and the Corporations Act, any Shares held by the relevant Employee or Nominated Party of the Employee under the Plan (and which remain subject to the Lock-Up Period) will become Leaver Shares and may be purchased by the Company or its nominee pursuant to Put/Call Arrangements.

7.2 **Good Leaver**

If an Employee who is a Participant, or who has nominated a Nominated Party to be granted Shares under the Plan, ceases to be an Employee prior to the fifth anniversary of the Date of Acquisition due to resignation, a Special Circumstance or otherwise for reasons other than as a Bad Leaver or the death of the Employee (**Good Leaver**), then:

- (a) if the Employee ceases to be an Employee between the Date of Acquisition and the third anniversary of the Date of Acquisition, then all of the Shares held by the Employee or by a Nominated Party of the Employee pursuant to the Plan will become Leaver Shares and may be purchased by the Company or its nominee pursuant to Put/Call Arrangements.
- (b) if the Employee ceases to be an Employee between the third anniversary of the Date of Acquisition and the fourth anniversary of the Date of Acquisition, then 50% all of the Shares held by the Employee or by a Nominated Party of the Employee pursuant to the Plan will become Leaver Shares and may be purchased by the Company or its nominee pursuant to Put/Call Arrangements. The remaining Shares will continue to be held by the Participant in accordance with the Rules and be subject to the Lock-Up Period.
- (c) if the Employee ceases to be an Employee between the fourth anniversary of the Date of Acquisition and the fifth anniversary of the Date of Acquisition, then 25% all of the Shares held by the Employee or by a Nominated Party of the Employee pursuant to the Plan will become Leaver Shares and may be purchased by the Company or its nominee pursuant to Put/Call Arrangements. The remaining Shares will continue to be held by the Participant in accordance with the Rules and be subject to the Lock-Up Period.

7.3 **Death of Employee**

- (a) If an Employee dies prior to the fifth anniversary of the Date of Acquisition:
 - (i) subject to clause 7.3(b), the Employee's legal personal representative will stand in the place of the Employee in respect of the Loan Facility and will hold any Shares held by the Employee under the Plan in accordance with the Rules; and
 - (ii) subject to clause 7.3(b), any Nominated Party of an Employee that holds Shares under the Plan will continue to hold those Shares held in accordance with the Rules.
- (b) If an Employee dies prior to the fifth anniversary of the Date of Acquisition, the Lock-Up Period in respect of any Shares held by the Employee or by a Nominated Party of the Employee will be reduced to:
 - (i) in respect of 1/3 of the Shares held under the Plan, the period commencing on the Date of Acquisition and ending on the first anniversary of the Date of Acquisition;
 - (ii) in respect of 1/3 of the Shares held under the Plan, the period commencing on the Date of Acquisition and ending on the second anniversary of the Date of Acquisition; and
 - (iii) in respect of 1/3 of the Shares held under the Plan, the period commencing on the Date of Acquisition and ending on the third anniversary of the Date of Acquisition.
- (c) The Board may, at its discretion, reduce or waive the Loan Amount in whole or in part at any time and in any particular case in the event that an Employee dies during the Loan Period.

8. **CALL OPTION**

8.1 **Grant of Call Option**

Each Participant irrevocably grants to the Company an option which, if exercised, will require the Participant to transfer all of its interest in the Leaver Shares to the Company or its nominee on the terms set out in this rule 8 (**Call Option**).

8.2 **Consideration**

The consideration for the transfer of the Participant's interest in the Leaver Shares pursuant to the exercise of the Call Option shall be an amount equal to the greater of:

- (b) \$1; and
- (c) any outstanding balance of the Loan Amount (including interest, if applicable) that is referable to the Leaver Shares, to be settled by way of the assumption of the Borrower's rights and obligations in respect of the outstanding Loan Amount for the Leaver Shares (**Settlement Amount**). For the avoidance of doubt, the Settlement Amount shall not include any outstanding Loan Amount in respect of Shares held under the Plan that are not Leaver Shares.

8.3 **Call Exercise Procedure**

- (a) The Call Option will be exercisable by notice in writing (**Call Exercise Notice**) from the Company to the Participant if Shares become Leaver Shares in accordance with rule 7.
- (b) The Call Exercise Notice must specify the date (which shall be a date not less than 5 Business Days from the date of the notice) on which the Participant's interest in the Leaver Shares will be transferred (**Date of Transfer**).

8.4 **Date of Transfer**

On the Date of Transfer:

- (a) the Participant must transfer its interest in the Leaver Shares to the Company or its nominee with full title and free of any encumbrances; and
- (b) the Borrower must transfer to the Company (as applicable) \$1 or its rights and obligations in respect of any outstanding Loan Amount for the Leaver Shares by way of novation of the Loan Terms in respect of the Leaver Shares.

On and from the completion of the transfer of the Leaver Shares on the Date of Transfer, the Participant will have no on-going obligation in respect of the Leaver Shares and the Borrower will have no on-going obligation in respect of the Loan Amount for the Leaver Shares.

8.5 **Warranty**

As at the transfer of the Participant's interest in the Leaver Shares on the Date of Transfer, the Participant warrants that it is the beneficial owner of the Leaver Shares and has not granted any mortgages, liens, charges, encumbrances, pledges, options or adverse equities or interests of any kind in the Leaver Shares to any person or entered into any agreement to sell or transfer the Leaver Shares other than under these Rules.

9. **PUT OPTION**

9.1 **Grant of Put Option**

The Company irrevocably grants to the Participant an option which, if exercised, will require the Company or its nominee to acquire, or arrange for the acquisition of, all of the interests of the Participant in the Leaver Shares on the terms set out in this rule 9 (**Put Option**).

9.2 **Consideration**

The consideration for the transfer of the Participant's interest in the Leaver Shares pursuant to the exercise of the Put Option shall be an amount equal to the greater of:

- (a) \$1; and
- (b) the Settlement Amount. For the avoidance of doubt, the Settlement Amount shall not include any outstanding Loan Amount in respect of Shares held under the Plan that are not Leaver Shares.

9.3 **Put Exercise Procedure**

- (a) The Put Option will be exercisable by notice in writing (**Put Exercise Notice**) from the Participant to the Company if Shares become Leaver Shares in accordance with rule 7.
- (b) The Put Exercise Notice must specify the date (which shall be a date not less than 5 Business Days from the date of the notice) on which the Participant's interest in the Leaver Shares will be transferred (**Date of Purchase**).

9.4 **Date of Purchase:**

On the Date of Purchase:

- (a) the Participant must transfer its interest in the Leaver Shares to the Company or its nominee with full title and free of any encumbrances; and
- (b) the Borrower must transfer to the Company (as applicable) \$1 or its rights and obligations in respect of any outstanding Loan Amount for the Leaver Shares by way of novation of the Loan Terms in respect of the Leaver Shares.

On and from the completion of the transfer of the Leaver Shares on the Date of Purchase, the Participant will have no on-going obligation in respect of the Leaver Shares and the Borrower will have no on-going obligation in respect of the Loan Amount for the Leaver Shares.

9.5 **Warranty**

As at the transfer of the Participant's interest in the Leaver Shares on the Date of Purchase, the Participant warrants that it is the beneficial owner of the Leaver Shares and has not granted any mortgages, liens, charges, encumbrances, pledges, options or adverse equities or interests of any kind in the Leaver Shares to any person or entered into any agreement to sell or transfer the Leaver Shares other than under these Rules.

10. **DIVIDENDS, VOTING AND OTHER RIGHTS**

10.1 **Voting rights**

Subject to the terms of issue of the relevant Shares, a Participant may exercise any voting rights attaching to any Shares registered in his or her name, or may appoint a proxy to represent and vote for him or her, at any meeting of the members of the Company.

10.2 **Dividends and distributions**

Subject to the Loan Terms and the terms of the Offer, a Participant will be entitled to receive any Distribution paid in respect of Shares registered in the Participant's name.

10.3 **Rights issues**

A Participant is entitled to participate at its own cost in any pro rata rights issues of Shares made by the Company or sell renounceable rights in respect of Shares registered in the Participant's name.

10.4 **Bonus issues**

These Rules and the Loan Terms will apply to any bonus Shares that the Company issues to the Participant in relation to the Shares under the Plan and during the Loan Period.

11. **CHANGE IN NOMINATED PARTY**

If a Nominated Party holds on behalf of an Employee any Shares under this Plan which are subject to the Lock-Up Period, and ceases to be eligible to be a Nominated Party (due to a change in control of the Nominated Party, a change in family circumstances or otherwise), the relevant Employee must:

- (a) promptly notify the Company in writing; and
- (b) arrange for the transfer of the Shares to the Employee or to another Nominated Party approved by the Board.

12. **WITHHOLDING**

- (a) If the Company, the Group or a member of the Group is obliged, or reasonably believes it may have an obligation, as a result of or in connection with any Shares allocated under this Plan, to account for:

- (i) income tax or employment taxes under any wage, withholding or other arrangements; or
 - (ii) any other tax, social security contributions or levy or charge of a similar nature,

that is a liability of the Participant or an Employee, then the relevant Group company is entitled to be reimbursed by the Participant or the Employee (as applicable) for the amount or amounts so paid or payable.

- (b) Where rule 12(a) applies, the relevant Group company is not obliged to grant a Loan or grant or allocate any Shares under the Plan unless the Company is satisfied that arrangements for payment or reimbursement of the amounts referred to in rule 12(a) have been made. Those arrangements may include, without limitation:
 - (i) the provision by the Participant or Employee of sufficient funds to reimburse the Group company for the amount (by salary deduction, reduction of any amount owed by the Group to the Participant or otherwise);
 - (ii) the sale on behalf of the Participant of Shares allocated under these Rules for payment or reimbursement of these amounts, as well as the costs of any such sale; or
 - (iii) forfeiture of a sufficient number of Shares to satisfy the debt the Participant owes to the Group company.

13. **AMENDMENT OF RULES**

13.1 **Power to make amendments**

- (a) Subject to rule 13.2, the Board may, at any time by resolution:
 - (i) amend or add to (**Amend**) all or any of the provisions of these Rules;
 - (ii) Amend the terms or conditions of any Share granted under the Plan;

- (iii) suspend or terminate the operation of the Plan.
- (b) Notwithstanding rule 13.2, the Board may waive, Amend or replace any condition attaching to a Share if the Board determines that the original condition is no longer appropriate or applicable, provided that the interests of the relevant Participant are not, in the opinion of the Board, materially prejudiced or advantaged relative to the position reasonably anticipated at the time of the grant.

13.2 Restrictions of amendments

Without the consent of the Participant, the Board may not exercise its powers under rule 13.1(a) in a manner which reduces the rights of the Participant in respect of any Share already granted other than an amendment introduced primarily:

- (a) for the purpose of complying with or conforming to present or future laws governing or regulating the maintenance or operation of the Plan or similar plans, in any jurisdiction in which invitations under the Plan have been made;
- (b) to correct any manifest error or mistake; or
- (c) to take into consideration possible adverse tax implications arising from, amongst others, adverse rulings, changes to tax legislation and/or changes in the interpretation of tax legislation by a court or tribunal of competent jurisdiction.

13.3 Notice of Amendment

As soon as reasonably practicable after making any amendment under rule 13.1, the Board will give notice in writing of that amendment to any Participant affected by the amendment.

14. NON-AUSTRALIAN EMPLOYEES

The Board may adopt additional rules of the Plan that will apply to a grant made to an Employee who is a resident in a jurisdiction other than Australia, including by attaching a schedule to these Rules. The remaining provisions of these Rules will apply subject to whatever alterations or additions the Board may determine having regard to any securities, exchange control, taxation or other laws and/or regulations or any other matter that the Board considers directly or indirectly relevant. To the extent of any inconsistency, any additional rules adopted by the Board under this rule will prevail over any other provision of these Rules.

15. GENERAL

15.1 Rights and obligations of Participants

- (a) Unless the subject of an express provision in an employment contract, the rights and obligations of any Employee under the terms of their office, employment or contract with the Group are not affected by their participation in the Plan.
- (b) Participation in the Plan does not confer on any Employee any right to future employment and does not affect any rights which any member of the Group may have to terminate the employment of any Employee.
- (c) These Rules will not form part of and are not incorporated into any contract of any Participant (whether or not they are an employee of the Group).

- (d) The grant of the Loan Facility or Shares on a particular basis in any year does not create any right or expectation of the grant of a Loan Facility or Shares on the same basis, or at all, in any future year.
- (e) No Participant or Employee has any right to compensation for any loss in relation to the Plan, including:
 - (i) any loss or reduction of any rights or expectations under the Plan in any circumstances or for any reason (including lawful or unlawful termination of employment or the employment relationship);
 - (ii) any exercise of a discretion or a decision taken in relation to a Loan Facility or Shares acquired or in relation to the Plan, or any failure to exercise a discretion under these Rules;
 - (iii) the operation, suspension, termination or amendment of the Plan; or
 - (iv) forfeiture of any Shares.
- (f) The Participant irrevocably appoints each company secretary of the Company (or any other officer of the Company authorised by the Board for this purpose) as his or her attorney to do anything necessary to:
 - (i) allocate Shares to the Participant in accordance with these Rules;
 - (ii) effect any forfeiture of Shares in accordance with these Rules; and
 - (iii) execute transfers of Shares (including pursuant to the Put/Call Arrangements) in accordance with these Rules.

15.2 **Power of the Board to administer the Plan**

- (a) The Plan is administered by the Board which has power to:
 - (i) determine appropriate procedures for administration of the Plan consistent with these Rules including to implement a Trust for the purposes of delivering and holding Shares on behalf of Participants upon the grant of a Loan Facility; and
 - (ii) delegate to any one or more persons for such period and on such conditions as it may determine the exercise of any of its powers or discretions arising under the Plan.
- (b) Except as otherwise expressly provided in the Plan, the Board has absolute and unfettered discretion to act or refrain from acting under or in connection with the Plan and in the exercise of any power or discretion under the Plan.
- (c) In the event of any dispute, disagreement or uncertainty as to the interpretation of the Plan, or as to any question or right arising from or related to the Plan or to any Loan or Shares acquired under it, the decision of the Board is final and binding.

15.3 **Corporate actions**

Nothing in these Rules in anyway affects the ability of the Board to take any corporate action with respect to the Shares including without limitation any issue, buy back, reduction, reorganisation or restructure.

15.4 **Further assurances**

If a Nominated Party of an Employee is a Participant under the Plan, the relevant Employee must do, and must procure that the Nominated Party of the Employee does, anything (including execute any document), that the Company requires to give full effect to the Rules.

15.5 **Notices**

- (a) Any notice or other communication provided under or in connection with the Plan may be given by personal delivery or by sending the same by post, email or facsimile to:
 - (i) in the case of a company, to its registered office;
 - (ii) in the case of a Nominated Party, to the Nominated Party's last notified address; or
 - (iii) where a Participant is a director or employee of the Group, either to the Participant's last known address, email address or to the address of the place of business at which the Participant performs the whole or substantially the whole of the duties of the Participant's office or employment.
- (b) Where a notice or other communication is given by post, it is deemed to have been received 48 hours (or, where given by post to an address outside of Australia, five days) after it was put into the post properly addressed and stamped. Where a notice or other communication is given by facsimile or email, it is deemed to have been received on completion of transmission.

16. **DATA PROTECTION**

Subject to any Applicable Laws, by participating in the Plan, the Participant consents to the holding and processing of personal data provided by the Participant to the Company or any administrator of the Plan, for all purposes relating to the operation of the Plan. These include, but are not limited to:

- (a) administering and maintaining Participant records;
- (b) providing information to registrars, brokers, printers or third party administrators of the Plan;
- (c) providing information to any regulatory authority (including the Australian Tax Office) where required under law; and
- (d) providing information to future purchasers of the Company or the business in which the Participant works.

16.2 **Tax**

Unless otherwise required by law, no company in the Group is responsible for any Tax which may become payable by an Employee or Participant as a consequence of or in connection with the grant of a Loan Facility, acquisition of Shares under the Plan or any dealing with any Shares.

16.3 **Governing law**

The Plan, and any Loan or Shares acquired under it, are governed by the laws of New South Wales, Australia.

SCHEDULE 1

Offer

TO: [Insert name and address of Employee]

Dear []

Offer of Shares under the Employee Share Incentive Plan

Date: []

On behalf of the board of Tyrian Diagnostics Limited ACN 080 277 998 (**Company**) I am pleased to offer you Shares under the Employee Share Incentive Plan (**Plan**).

A copy of the Plan is enclosed. Please read the Plan carefully. Any capitalised terms not defined in this letter (**Offer**) have the meaning given in the Plan.

Terms of issue

The terms of issue which apply to the Shares are as follows:

1. The Company offers to provide (by way of issue, transfer or any other means) the following total number of Shares to you: []
2. The Loan Amount will be: \$[]
3. If you nominate a Nominated Party to hold Shares on your behalf, interest will be charged on the Loan Amount at the applicable benchmark interest rate as determined by the Fringe Benefits Tax Assessment Act 1986 and any applicable regulations. Interest will accrue from day to day from the Drawdown Date and will be calculated on the basis of the actual number of days elapsed (including the first day and the last) and a 365 day year. Accrued interest will be payable in arrears on each six-month anniversary of the Drawdown Date or as the Board otherwise decides.
4. The Loan Amount will be repayable on the following dates (each an **Instalment Date**) as follows:
 - (a) \$[] on [date] plus interest (if applicable);
 - (b) \$[] on [date] plus interest (if applicable);
 - (c) \$[] on [date] plus interest (if applicable),each amount being an **Instalment Amount**.
5. The Service Payment that you will be eligible to receive on each Instalment Date, subject to the Service Condition being satisfied is:
 - (a) \$[] on [date];
 - (b) \$[] on [date]; and
 - (c) \$[] on [date].

6. The Service Condition for the payment of the Service Payment on each Instalment Date is that you continue to be employed with the Group on the relevant Instalment Date.
7. The Acquisition Price of each Share is: \$[]

Lock-Up Period

The Shares provided to you will be subject to a Holding Lock until the expiration of the Lock-Up Period.

How to accept this offer

If you wish to accept this offer for Shares under the terms of the Plan, you need to execute the enclosed Acceptance Form, Loan Facility and return each of these documents to us before [].

An Acceptance Form submitted by you constitutes your acceptance of the offer to subscribe for Shares at which time an agreement is formed between you and the Company and you become a Participant as that term is defined in the Plan.

Please note that you may only accept this offer for all, not some, of the Shares specified in this Offer unless otherwise agreed by the Board.

The Board may, in its absolute discretion, revise the number of Shares specified in this Offer to take into account your individual circumstances.

The Acquisition Price for your Shares will be drawn down and applied immediately to subscribe for your Shares.

Acknowledgment and disclaimer

Before accepting this offer and before making a decision to invest, you should obtain your own independent professional taxation, financial and legal advice. If you decide to sign and return an Acceptance Form, you will be required in that form to confirm and acknowledge that you have taken that advice, and to confirm that none of the Company, its officers, agents or advisers, or any of its other shareholders, has given any representation, warranty or recommendation to you in relation to your proposed investment.

Further information

If you have any questions in relation to the Plan please contact [insert name] on +61 3 [insert number].

Yours sincerely

SCHEDULE 2

Acceptance form

Application for Shares under the Employee Share Incentive Plan (**Plan**)

To: Tyrian Diagnostics Limited ACN 080 277 998 (**Company**)

Name of Employee: (the **Employee**) of [*insert address*]

Tax file number(s) of Participant []

1. The Employee has received an offer (**Offer**) to participate in the Plan.
2. Terms used in this Acceptance Form which are defined in the Plan and the Offer have the meanings given in those documents and in the case of conflict the meanings in the Plan prevail.
3. The Employee applies to be issued the number of Shares as set out in the Offer. The Employee may direct that the Shares acquired under the Plan on behalf of the Employee be registered in the name of a Nominated Party of the Employee, which has been approved by the Board. In this circumstance, the Nominated Party of the Employee must also sign this Acceptance Form and will be deemed to be a Participant in the Plan.
4. Each Participant agrees to be bound by the terms and conditions of the Plan.
5. Each Participant acknowledges that any Shares issued to the Participant under the Plan will be subject to the provisions of the Constitution.
6. The Employee requires a draw down under the Loan Facility to acquire the Shares the particulars of which are set out below:
 - (a) the proposed Drawdown Date is [], which shall be at least one Business Day prior to the Date of Acquisition;
 - (b) the Loan Amount is \$[], and the Instalment Amounts set out in the Offer must be paid on each Instalment Date;
 - (c) the Employee irrevocably authorises the Company to apply the Loan Amount on behalf of the Employee by way of payment of the Acquisition Price for the Shares to be acquired under the Offer and registered in the name of [insert].
7. By executing and returning this Acceptance Form each Participant acknowledges and agrees that this Acceptance Form constitutes acceptance of the offer to subscribe for Shares.
8. Each Participant confirms and acknowledges that he/she has taken his/her own independent professional advice in relation to the proposed investment, and that none of the Company, its officers, agents or advisers, or any of its other shareholders, has given any representation, warranty or recommendation to the Participant in relation to his/her proposed investment.

EXECUTED AS A DEED POLL

Dated:

SIGNED, SEALED and **DELIVERED** by
[NAME OF PARTY] in the presence of:

Signature of party

Signature of witness

Name

[*insert execution clause of Nominated Party if relevant*]

SCHEDULE 3

Loan Facility

Employee Share Incentive Plan

We refer to the offer (**Offer**) from Tyrian Diagnostics Limited ACN 080 277 998 (**Company**) to you dated [] under which you have been offered up to [] ordinary shares in the share capital of the Company (**Shares**) on the terms set out in the Company's Employee Share Incentive Plan (**Plan**) and the Offer.

A copy of the Plan is enclosed. Please read the Plan carefully. Any capitalised terms not defined in this document have the meaning given in the Plan.

The Company offers to make available to you a loan facility (**Loan Facility**) on the terms set out in the attached Loan Terms for the purpose of funding the Acquisition Price for [insert number] Shares (**Shares**).

By signing below, you (**Borrower**) accept the Offer and agree to be bound by the terms of the Loan Facility and Loan Terms.

If the Shares to be acquired under the Loan Facility are to be held by a Nominated Party of the Borrower, the Nominated Party of the Borrower must also sign this agreement under which they agree to be bound by the terms of the Loan Facility and the Loan Terms.

This agreement may consist of a number of copies, each signed by one or more parties to this agreement. If so, the signed copies are treated as making up the one document.

This agreement is governed by the law in force in New South Wales, Australia. The Borrower, the Nominated Party of the Borrower (if applicable) and the Company submit to the non exclusive jurisdiction of the courts of that place.

EXECUTED as an agreement

EXECUTED by **TYRIAN DIAGNOSTICS LIMITED:**

Signature of director

Signature of director/secretary

Name

Name

[**insert execution clause of Nominated Party if relevant**]

SIGNED, SEALED and **DELIVERED** by
[NAME OF PARTY] in the presence of:

Signature of party

Signature of witness

Name

SCHEDULE 4

LOAN TERMS

1. Interpretation

Words and expressions defined in the Rules have the same meanings when used in these Loan Terms. Other words and expressions have the meaning given in paragraph 20 of these Loan Terms.

2. Loan Terms

On and subject to these Loan Terms and the Offer, the Company will lend the Borrower the Loan Amount on the Drawdown Date.

3. Purpose of Loan Facility

- (a) The Borrower may only use the Loan Facility to pay the Acquisition Price for Shares acquired on behalf of the Borrower under Rule 5 of the Rules.
- (b) No proceeds of a Loan Facility may be applied towards subscribing for or purchasing Shares other than under the Plan.

4. Conditions precedent to advance

The Company is not obliged to advance the Loan Amount until the Company has received a properly completed Drawdown Notice and Acceptance Form duly executed by the Borrower and any Nominated Party (if applicable).

5. Drawdown Notice

A Drawdown Notice is effective on receipt in legible form by the Company and is irrevocable.

6. Effect of Drawdown Notice

By completing, executing and lodging a Drawdown Notice with the Company, the Borrower:

- (a) requests to borrow an amount equal to the Loan Amount from the Company;
- (b) agrees that, should the Company agree to the Borrower's request by complying with the direction in paragraph 6(d), a Loan Facility will be established between the Company and the Borrower on the terms of these Loan Terms;
- (c) agrees to be bound by the Loan Facility; and
- (d) irrevocably directs the Company to apply the Loan Amount to fund the acquisition of Shares on the Borrower's behalf at the Acquisition Price referable to the Loan Amount in accordance with these Loan Terms.

7. Security

- (a) Subject to Applicable Laws, to secure payment or delivery of the Loan Amount and for performance of the Borrower's obligations under the Loan Facility, the Borrower grants a Security Interest in the Secured Property to the Company. If a Nominated Party has been nominated by the Borrower to hold the Shares under the Plan, the

Nominated Party also grants a Security Interest in the Secured Property to the Company.

- (b) Subject to paragraph 8 of these Loan Terms, the Security Interest granted under these Loan Terms is a continuing security until the Company releases all Secured Property from the Security Interest, despite any intermediate payment, discharge, settlement, release or other matter.
- (c) The Company is entitled to retain the certificates (if any) in respect of the Shares acquired with the Loan Facility and to impose a Holding Lock on the Shares.
- (d) To the extent that the Company determines that anything in the Loan Facility creates a Security Interest under the PPSA in favour of the Company, the Borrower and the Nominated Party (if applicable) consents to the Company registering a financing statement in respect of that Security Interest in accordance with the PPSA and will do all things necessary to enable the Company to perfect that Security Interest.

8. Release of Secured Property

The Borrower (or the Nominated Party, as the case may be) may require the Company to release some or all of the Secured Property from these Loan Terms or any Security Interest created under it if the Company is reasonably satisfied that:

- (a) the Loan Amount (including interest, if applicable) in respect of the relevant part of the Secured Property has been or will be irrevocably paid in full and all commitments which might give rise to a Loan Facility have terminated; and
- (b) the Borrower has complied with all of its obligations under the Loan Facility.

For the avoidance of doubt, any release of Secured Property will not affect the imposition of the Holding Lock during the Lock-Up Period.

9. Further assurances

The Borrower must do (and must procure that any Nominated Party or anyone else who has an interest in the Secured Property or who claims under or in trust for the Borrower does) whatever the Company requires to perfect, preserve, maintain, protect, or otherwise give full effect to the Secured Property, these Loan Terms or each Security Interest intended to be created under the Plan and these Loan Terms, and the priority of that Security Interest required by the Company.

10. Interest

- (a) No interest will be charged on the Loan Amount if the Loan Amount is used to fund the acquisition of Shares which are to be held directly the Borrower.
- (b) If the Loan Amount is used to fund the acquisition of Shares which are to be held by a Nominated Party of the Borrower, interest will be charged on the Loan Amount at the rate, and on the terms, set out in the Offer.

11. Distributions

If the Borrower or the Nominated Party of the Borrower (as applicable) is entitled to any distribution in respect of the Shares, whether of an income or capital nature (including any dividend, distribution, interest, distribution on a winding up, capital reduction,

redemption, security buy back, proceeds from sale or otherwise) (**Distribution**), the Borrower must direct that 50%:

- (a) of any dividend component of the Distribution be applied in repayment or reduction of the next Instalment Amount while any part of the Loan Amount (including interest, if applicable) is outstanding; and
- (b) any capital component of the Distribution be applied in repayment or reduction of the next Instalment Amount while any part of the Loan Amount is outstanding (including interest, if applicable).

12. Repayment and Service Payment

12.1 Repayment of Instalment Amount

- (a) The Borrower must pay each Instalment Amount on each Instalment Date, which may be paid out of the Service Payment in accordance with paragraph 12.2 and/or any Distributions payable from a prior period in accordance with paragraph 11.
- (b) Any interest payable on the Loan Amount must be paid in accordance with the terms set out in the Offer.

12.2 Service Payment

- (a) To the extent the Service Condition has been achieved on an Instalment Date:
 - (i) the Borrower will become entitled to the Service Payment that is payable on that Instalment Date; and
 - (ii) the Borrower authorises the Company to apply the Borrower's Net Service Payment Amount towards repayment of the Instalment Amount on the applicable Instalment Date.
- (b) If there is any Service Payment remaining after repayment of the Instalment Amount on the applicable Instalment Date, then that balance will be applied in the following order:
 - (i) to any unpaid portion of an Instalment Amount payable in a prior period;
 - (ii) to reduce the amount of any future Instalment Amount; and
 - (iii) if no part of the Loan Amount (including interest, if applicable) is outstanding, to the Borrower.

12.3 Service Payment insufficient to pay Loan Amount

If, following the application of the Net Service Payment Amounts in accordance with paragraph 12.2 and any Distributions payable from a prior period in accordance with paragraph 11, the Loan Amount (including interest, if applicable) has not been repaid in full at the end of the Loan Period, the Borrower must pay an amount equal to the outstanding balance of the Loan Amount (including interest, if applicable) within 30 days after the expiry of the Loan Period.

12.4 No Payment of Service Payment where Service Condition not achieved

If the Service Condition has not been achieved on an Instalment Date as required by the Offer, the Company will not be required to pay any part of the Service Payment to the Employee on the Instalment Date.

12.5 No early repayment

Subject to paragraphs 11, 12.6, the Put/Call Arrangements and except as provided otherwise by these Terms or the Rules, the Borrower may not repay any part of the Loan Amount prior to the relevant Instalment Date, unless the Board determines otherwise.

12.6 Ceasing to be an Employee

For the avoidance of doubt, if the Borrower ceases to be an Employee prior to the fifth anniversary of the Date of Acquisition, rule 7 of the Rules will apply.

12.7 Limited recourse

The loan provided under the Loan Facility is limited recourse and the Company's recourse against a Participant for repayment of the Loan Amount (including interest, if applicable) will be limited to the Shares acquired under the Plan. If the Loan Amount (including interest, if applicable) is not repaid by the time required by paragraph 12.3, the Borrower must either repay the Loan Amount (including interest, if applicable) in cash within a further 5 Business Days, or at the Borrower's election, the Shares of the Borrower acquired under the Plan may be transferred to the Company or the Company's nominee by exercising the Put Option (and in this circumstance, the relevant Shares will be deemed to be Leaver Shares) in full and final settlement of the Loan Amount.

12.8 Repayment of Loan Amount

Where the Borrower (or a Nominated Party of the Borrower) disposes of his or her Shares, the Borrower (or a Nominated Party of the Borrower, as applicable) must apply the proceeds of sale in repayment of the Loan Amount (including interest, if applicable) while any part of the Loan Amount and any interest is outstanding.

13. Power of Attorney

(a) At all times while the Loan Amount (or any part of it including interest) is outstanding or if Shares become Leaver Shares, the Borrower and each Nominated Party of a Borrower irrevocably appoints the Company and any person nominated by the Company (each an Attorney) severally, as its attorney, to:

(i) do any act, matter or thing which in the opinion of the Company:

(A) is necessary, desirable or expedient to give effect to any right, power or remedy conferred on the Group; or

(B) is necessary, desirable or expedient to ensure that the terms of the Plan and these Loan Terms are adhered to,

including but not limited to selling, transferring or disposing the Shares acquired with the Loan Amount;

(ii) sign or enter into (or both) all assurance, documents, deeds, agreements and instruments which in the opinion of the Company or that Attorney it is necessary, desirable or expedient that the Borrower or a Nominated Party of the Borrower sign or enter into under the Plan and these Loan Terms or make any alteration or addition whatsoever which the Company or that Attorney may think fit; and

- (iii) exercise all of the powers of the Borrower or a Nominated Party of the Borrower in relation to sale, transfer or disposal of the Shares (including any Leaver Shares) acquired with the Loan Amount.
- (b) The Borrower and any Nominated Party of the Borrower will confirm and ratify everything which an Attorney may do pursuant to any power set out in paragraph 13(a) and no person dealing with the Attorney shall be bound or concerned to enquire as to the occasion for or the regularity of the exercise of any such power.
- (c) The Borrower and any Nominated Party of the Borrower will indemnify and keep indemnified the Attorney against all losses, liabilities, costs, expenses, proceedings, claims, actions, demands, and damages in consequence of or arising out of the exercise by the Attorney of any of the powers granted under this paragraph 13.

14. Representations

The Borrower represents to the Company as at the date of the Loan Facility that:

- (a) it has the power to execute and deliver and to perform its obligations under the Loan Facility;
- (b) the Loan Facility constitutes as against him or her valid and binding obligations and is enforceable in accordance with its terms;
- (c) he or she has entered into the Loan Facility as principal and not otherwise;
- (d) he or she does not enter into the Loan Facility in the capacity of a trustee of any trust or settlement; and
- (e) he or she is not bankrupt.

15. Certificate of the Company

A certificate in writing signed by an officer of the Company certifying the amount payable by the Borrower under the Loan Facility to the Company or stating any other act, matter or thing relating to the Loan Facility will be conclusive and binding on the Borrower in the absence of manifest error.

16. Severability

Any part of these Loan Terms which is illegal, void or unenforceable will be ineffective to the extent only of the illegality, voidness or unenforceability, without invalidating the remaining parts of the Loan Terms.

17. Waiver

A failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, remedy, power or privilege under the Loan Facility by the Company will not in any way preclude or operate as a waiver of any further exercise or enforcement or the exercise or enforcement of any other right, remedy, power or privilege under the Loan Facility or provided by law.

18. Assignment

The rights of the Borrower under the Loan Facility are incapable of being assigned (whether at law, in equity or otherwise) or made the subject of any encumbrance, trust or fiduciary obligation without the prior written consent of the Company. Any action which purports to do any of these things is void.

19. PPSA

Without limiting any other provision of these Loan Terms or any other document, the Borrower waives its right to receive any verification statement (or notice of any verification statement) in respect of any financing statement or financing change statement relating to any Security Interest created under these Loan Terms or any other document.

20. Glossary

Unless the context otherwise requires, in these Loan Terms:

Acquisition Price means the relevant acquisition price (inclusive of any brokerage and duty) to be paid in Australian dollars for the Shares.

Borrower means an Employee who has lodged a duly completed and executed Drawdown Notice with the Company.

Distribution has the meaning given in paragraph 11 of these Loan Terms.

Drawdown Date means the date on which the Loan Amount is advanced to the Borrower to fund the Acquisition Price for Shares in accordance with a Borrower's direction under paragraph 6(d) of these Loan Terms, which must be at least one Business Day prior to the Date of Acquisition.

Drawdown Notice means a notice to draw down money in the form prescribed by the Company and appearing on the Acceptance Form.

Loan Amount means an amount equal to the Acquisition Price for the Shares.

Loan Period means the period commencing on the Drawdown Date and ending on the third anniversary of the Date of Acquisition or such other date set out in the Offer.

Loan Terms means the terms and conditions of the loan as set out in this Schedule 4.

Proceeds means all money (in whatever currency) and amounts payable to the Borrower (or by a Nominated Party of the Borrower) or to which the Borrower (or a Nominated Party of the Borrower) is entitled now or in the future (whether alone or with any other person) on any account or in any way whatsoever under, or as holder of, any Shares or Rights, including:

- (a) distributions, dividends, bonuses, profits, return of capital, interest and all proceeds of sale (within the ordinary meaning of those words), redemption or disposal; and
- (b) all proceeds (as defined in section 31 of the PPSA), including all proceeds identified in sections 31(1)(a) to 31(1)(c) of the PPSA.

Rights means:

- (a) rights to acquire Shares, including due to any allotment, offer, substitution, conversion, consolidation, reclassification, redemption, reconstruction, amalgamation, subdivision, reduction of capital, liquidation or scheme of arrangement in relation to any Shares; and
- (b) any other rights of the Borrower (or by a Nominated Party of the Borrower) of any kind in connection with the Shares, including in relation to any Proceeds.

Secured Property means all present and future Shares acquired by a Participant under the Plan or any interest in any Shares acquired by a Participant under the Plan, Rights and Proceeds and any certificate, registration, title or other evidence of ownership of, or rights to, any of those things.