

OPTION CERTIFICATE

STRAKER TRANSLATIONS LIMITED

Registered in New Zealand under the Companies Act 1993

**THIS IS TO
CERTIFY
THAT**

[insert]

**IS THE
REGISTERED
HOLDER OF**

[insert]

OPTIONS

under the **Straker Translations Limited** Employee Share Option Scheme (**Options**)

Additional terms relating to the grant of these Options are as follows:

<i>Number of options:</i>	<i>Exercise price:</i>	<i>Exercisable at any time from completion of the following time period/performance hurdles:</i>	<i>Until final exercise date of:</i>

Minimum Exercise Number: [insert]

Straker Translations Limited by:

Director/Authorised Signatory

Date of issue: _____

These Options are issued subject to the terms and conditions of the Straker Translations Limited Employee Share Option Scheme Rules attached to this Option Certificate.

Straker Translations Limited Employee Share Option Scheme Rules

These are the rules of the Straker Translations Limited Share Option Scheme (the **Scheme**), being the Scheme under which the Options to purchase shares in Straker Translations Limited (the **Company**) will be granted to certain persons (including employees, contractors, directors and advisers) relevant to the Company or a related company. These rules set out the terms of the Scheme in an easy-to-understand plain English format. These rules, together with your Option Certificate and your letter of invitation to participate, create a legally binding option contract between the Company and you.

1. What is the purpose of the Scheme?

The Scheme has been established to enable key contributors to the potential success of the Company and/or a related company, to share in that success by granting them an option to purchase ordinary shares (**Shares**) in the Company at an agreed price.

The Scheme provides these contributors with an opportunity to benefit financially if the Company is successful and its Shares become worth more than the agreed purchase price.

2. How many Options will be granted?

Options will be granted at the discretion of the Board of Directors of the Company, subject to any legal requirements.

3. How and when are Options granted?

Options are granted by the Company issuing an Option Certificate to the recipient. The Option Certificate will set out:

- the date of issue of the Options;
- the number of Options issued (noting that one Option gives the right to purchase one Share);
- the exercise price of the Option at which Shares may be purchased; and
- the relevant time period and/or performance hurdles to be achieved before you become entitled to exercise the Options.

4. Do I have to pay for the Options?

No. But if you decide to exercise your right to purchase Shares (i.e. exercise your Option) you must pay the agreed exercise price for those Shares as set out in the Option Certificate.

5. What is the agreed exercise purchase price for the Shares?

This is set out on your Option Certificate and is determined by the Board of Directors of the Company.

6. Do I have to exercise my Options and purchase Shares?

No. It is entirely up to you whether you do so. You will only be required to pay the purchase (exercise) price if you decide to exercise your Options.

7. When does my right to purchase Shares become exercisable?

Subject always to Questions 8 and 9, Options become exercisable at the times set out in your Option Certificate, provided that where a change of control (as defined below) occurs, all your Options become exercisable as of immediately prior to the change of control. Any Options that have not been exercised prior to the change of control will terminate without consideration.

A change of control occurs where:

- (a) a person and that person's associates (as defined in the New Zealand Takeovers Code) hold or control more than 50% of the total voting rights (as defined in the Takeovers Code) in the Company;
- (b) all (or substantially all) of the assets of the Company have been sold and completion has occurred under that transaction; or
- (c) a merger or amalgamation is completed in which the Company is not the surviving entity.

8. Is there a final cut-off date for the exercise of Options?

Yes. In no circumstances may Options be exercised after the final exercise date set out in your Option Certificate. All Options that have not been exercised by that date will automatically lapse, cancel and be of no further force or effect.

Your Options may also lapse for other reasons set out in these Scheme Rules.

9. What happens if I cease to work for the Company?

If you are an employee, contractor, director or adviser and you cease to be employed or engaged (as applicable) by the Company or one of its related companies (other than by reason of death or total and permanent disability):

- any Options that are then currently exercisable by you may be exercised on the earlier of the expiry of (a) a period of 60 days from such cessation; or (b) the exercise period specified on your Option Certificate, unless another period is determined by the Board of Directors of the Company in its absolute discretion; and
- any Options that are not then currently exercisable will be cancelled and will be of no further effect.

If you leave due to death or in circumstances considered by the Board of Directors of the Company in its absolute discretion to constitute total and permanent disability then the Board of Directors of the Company in its absolute discretion may allow your Options that are then currently exercisable to be exercised or net settled (i.e. cancelled with shares issued representing any gain) within a certain period (of up to three months from the date of death or determination of total and permanent disability). Any Options that are not then currently exercisable will be cancelled and will be of no further effect.

10. How do I exercise my Options?

You may exercise your options on any Business Day that occurs within the applicable exercise period specified on your Option Certificate by completing the notice of exercise (which is available on request from the Company) and paying the agreed exercise price specified on your Option Certificate in respect of the Options being exercised.

A “**Business Day**” means any day (other than a Saturday or Sunday) on which registered banks are open for general banking business in Auckland, New Zealand.

11. Can I exercise some of my Options but not all of them?

Yes, but the minimum number of Options that may be exercised on any one occasion is set out in your Option Certificate.

12. What happens when I exercise Options and are there any tax consequences?

You will receive one ordinary Share in the Company for every Option exercised, with the allotment of such Shares to occur within five Business Days (or such other period allowed under the ASX Listing Rules) of the Company receiving a validly completed notice of exercise and payment of the agreed exercise price, and, in any event, in accordance with the provisions of the Company’s constitution and the ASX Listing Rules. You will hold these Shares on the terms set out in the Company’s constitution.

Shares issued to you on the exercise of an Option will rank uniformly in all respects with any Shares on issue in the Company at the exercise date of that Option, and will participate in any distribution to the Company’s shareholders authorised, made or paid on or after the exercise date of that Option (provided that the record date for determining entitlements to such distribution is a day after the date of exercise of the Option).

Generally, employees are required to pay tax on the gains achieved on the exercise of Options i.e. the difference between the exercise price and the value of the Shares acquired on exercise.

This must be included as income in your tax return in the income year in which you receive the shares. Tax on this income will not be paid by the Company and you will need to meet the tax liability yourself.

In addition, once you receive Shares, you will be subject to the normal shareholder risks. Share values can go up and down. You should get independent advice from a professional before exercising any Options.

13. Can I transfer my Options?

Options granted under these Scheme Rules may not be transferred to any person without the prior consent of the Directors of the Company, provided that consent will not be unreasonably withheld for a transfer of the Option by you to a trustee or trustees so that the Option may be held on trust for you.

14. What happens if the Company reconstructs its Share capital?

It is possible that the Company may reconstruct its share capital in a way that affects your Options. This could occur, for example, if the Company implements a share split, share consolidation, share re-classification, bonus issue, rights issue, share buy-back or other type of reconstruction.

If this occurs, the Board of Directors of the Company will adjust the number of Options you hold and/or the exercise price payable for Shares in such manner as it considers to be equitable, subject to any legal requirements, and in accordance with the requirements of the ASX Listing Rules. The Company may at its expense engage an independent expert to determine any adjustments to be made upon such reconstruction.

Note that you will not be able to participate in new share issues without exercising the applicable Options (for the purposes of the ASX Listing Rules, as applicable).

Please note that it is intended that the Company will undergo a subdivision of its ordinary shares prior to Listing. It is expected that this subdivision will result in an adjustment to the exercise price and/or number of the options in accordance with the abovementioned process to ensure that the exercise price remains appropriate and equitable and aligns with the new capital structure of the Company. This change will be made by the Company and notice of the new exercise price will be provided to you once the change has been made.

15. Are there any other circumstances where I may be entitled to a change in the exercise price of my Options or the number of Shares to be issued on the exercise of Options?

Except as provided at question 14, you will have no other rights to a change in the exercise price of your Options or the number of Shares to be issued on the exercise of Options under these Scheme Rules.

16. If all shareholders are issued Shares under a pro-rata bonus issue, will my Options be counted in the pro-rata calculation?

If, prior to the exercise date of your Options, the Company issues Shares to its shareholders pursuant to a pro-rata bonus issue, in a manner that maintains the existing relative voting and distribution rights of all shareholders, you will be entitled on exercising your Options to receive additional Shares that you would have received had your Options been exercised before the record date for the bonus issue.

17. Do Options receive dividends or carry votes?

No. Options do not carry voting rights and do not participate in dividends, issues of equity capital, capital having an element of equity, securities convertible into equity capital or similar instruments.

18. Can the rules of the Scheme be altered?

Yes. The Company retains the discretion to amend the rules of the Scheme at any time without your written consent where such amendments are required to be made for compliance with the ASX Listing Rules or any applicable law, or where such amendments are minor or technical in nature.

Other than as described above, the Company may only amend the rules of the Scheme where such amendment is agreed to in writing by you and the Company.

19. Rights

You waive all rights to compensation or damages for termination of employment for any reason whatsoever insofar as those rights arise, or may arise, from ceasing to be entitled to exercise any Option.

20. Governing law

New Zealand law will apply to the Options granted under the Scheme and the parties submit to the jurisdiction of the New Zealand courts.

21. Inconsistencies with ASX Listing Rules

If any term or provision of these Scheme Rules is or becomes inconsistent with the ASX Listing Rules, the ASX Listing Rules will prevail to the extent of any inconsistency.