



# **AGENIX LIMITED**

## **CORPORATE EQUITY PLAN**

### **PLAN RULES**

**AUGUST 2011**

**Amended 25 October 2012 as a result of 25:1 Share Consolidation**

**AGENIX LIMITED**  
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**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In these Rules, unless the contrary intention appears:

**Acceptance Form** means a duly completed and executed document of acceptance by an Eligible Person of an Offer in a form approved by the Board from time to time.

**Associated Company** means in relation to the Company, a body corporate that is related to the Company in terms of Section 50AAA of the Corporations Act.

**ASX** means ASX Limited A.C.N. 008 624 691.

**Base Number** means the number of Agenix Limited Shares for which the Options, the subject of an acceptance of an Offer, may be exercised as specified in the Certificate or otherwise under these Rules.

**Board** means some or all of the board of directors of the Company acting as a board, as constituted from time to time, and includes a Committee or representative of the board as established by the board of directors of the Company from time to time for the purpose of making decisions as required under this Plan.

**Business Day** has the same meaning given in the Listing Rules.

**Certificate** means the Option certificate issued pursuant to Rule 4 in such form as the Board may approve from time to time, or if the Board has determined that Options will be uncertificated then the statement issued to the Participant that discloses the number of Options entered in the register of Option holders.

**Company** means Agenix Limited ABN 58 009 213 754 or a Holding Company of Agenix Limited.

**Company Secretary** means a company secretary of the Company, Related Body Corporate or (if applicable) any Associated Company regardless of whether or not they act in the capacity as an executive or non executive company secretary.

**Consultant** means a contractor of the company, Related Body Corporate or (if applicable) any Associated Company and includes without limitation non-employees, suppliers, consultants, professionals, scientific advisors, promoters and key opinion leaders.

**Control** has the meaning given in section 50AA of the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (Cth) as amended.

**Date of Grant** means in relation to an Option granted to an Eligible Person who duly accepts the Offer, the date determined by the Board being a date not later than thirty (30) days after the date specified as the closing date of the Offer.

**Director** means a director of the Company, Related Body Corporate or (if applicable) any Associated Company regardless of whether or not they act in the capacity as an executive or non executive director.

**Eligible Person** means an Employee or Consultant who has been invited by the Board to participate in the Plan.

**Employee** means a permanent full-time or permanent part-time employee of the Company, Related Body Corporate or any Associated Company, a Company Secretary or a Director regardless of whether the Director or Company Secretary acts in an executive or non executive capacity.

**Exercise Period** means the period commencing on the First Exercise Date and ending on the Last Exercise Date.

**Exercise Price** means the price as determined by the Board that the Participant pays per Share upon exercising the options.

**First Exercise Date** means the date determined by the Board and specified in the Offer to an Eligible Person.

**Group** means the Company and the Associated Companies.

**Last Exercise Date** means the day ending at 5.00 pm Melbourne time on such date as is determined by the Board and specified in the Offer to Eligible Persons.

**Listing Rules** means the listing rules of the ASX.

**Notice of Exercise** means a duly completed and executed notice of exercise of the Option by a Participant, in a form approved by the Board from time to time.

**Offer** means an offer of Options in the Plan made under Rule 3.2.

**Option** means an option, granted to a Participant pursuant to the Rules, to subscribe for one Share and includes Rights.

**Participant** means an Eligible Person who accepts an offer to participate in the Plan, agrees to be bound by these Rules and whom subsequently has Options held for their benefit under the plan, including the executor of that person's estate in the event of death of that person.

**Plan** means Agenix Limited Director and Executive Equity Plan established and operated in accordance with these Rules.

**Related Body Corporate** means in relation to the Company, a body corporate that is related to the Company in terms of Section 50 of the Corporations Act.

**Relevant Requirements** means the performance, vesting and/or other criteria (if any) that are determined by the Board and specified in the Offer to an Eligible Person as reduced (if at all) or waived in whole or in part at any time by the Board and notified to the Participant.

**Rights** means Zero Priced Option.

**Rules** means the rules governing the Plan in relation to participants set out in this instrument, as amended from time to time.

**Security Interest** means a mortgage, charge, pledge, lien or other encumbrance of any nature.

**Share** means a fully paid ordinary share in the capital of the Company which rank equally with and have the same rights as other fully paid ordinary shares in the capital of the Company.

**Special Circumstances** means death, permanent disablement of a participant (in the opinion of the Board), other circumstances as determined by the Board or an event occurring under Rule 11.

**Zero Price Option** means an option, granted to a Participant pursuant to the Rules, to subscribe for one Share for nil consideration and is otherwise known as a Right or Rights.

## 1.2 Interpretation

In these Rules, unless the contrary intention appears:

- (a) reference to any legislation or any provision of any legislation includes any

modification or re-enactment of the legislation or any legislative provision substituted for, and all legislation and statutory instruments and regulations issued under the legislation;

- (b) words denoting the singular include the plural and vice versa;
- (c) words denoting a gender include the other genders;
- (d) words denoting an individual or person include a body corporate or trust and vice versa and the individual's or person's legal personal representatives, executors, administrators and successors;
- (e) headings are for convenience only and do not affect the interpretation of these Rules;
- (f) reference to a clause or paragraph is a reference to a clause or paragraph of these Rules, or the corresponding Rule or Rules of this Plan as amended from time to time;
- (g) reference to any document or agreement includes reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time; and
- (h) where any word or phrase is given a definite meaning in these Rules, any part of speech or other grammatical form of that word or phrase has a corresponding meaning.

## **2. PLAN PURPOSE**

- 2.1 The purpose of the Plan is to provide Eligible Persons with the opportunity to acquire a beneficial interest in increasing the value of the Company. This will align their interests more closely with shareholders and provide greater incentive for them to focus on longer-term goals of the Company.
- 2.2 The manner in which Eligible Persons will be invited to participate in the Plan is set out in these Rules.
- 2.3 The Plan commences on the date these Rules are adopted by the Company or any later date that the Board decides.

## **3. MAKING OF OFFERS**

- 3.1 Only Eligible Persons are entitled to participate in the Plan.

- 3.2 The Board may, from time to time, determine which Eligible Persons are entitled to participate in the Plan and may offer such number of Options or Rights (if any) to such Eligible Persons in accordance with these Rules.
- 3.3 Any Offer will be personal and not be assignable.
- 3.4 Each Offer must be in writing and specify:
- (a) the name and address of the Eligible Person to whom the Offer was made;
  - (b) the date of the Offer;
  - (c) the number of Options or Rights available to the Eligible Person;
  - (d) the Exercise Price or the manner of determining the Exercise Price;
  - (e) the duration of the Options or Rights;
  - (f) the First Exercise Date;
  - (g) the Last Exercise Date;
  - (h) the dates or time periods for exercising the Options or Rights for the purposes of Rule 6.4 applicable at the date of the Offer;
  - (i) the time period for acceptance of the Offer; and
  - (j) the Relevant Requirements (if any) and any other specific terms and conditions applicable to the Offer,

and shall be issued with an Acceptance Form and a copy of these rules or a copy of the explanatory booklet in respect of the Plan and such other information and documents as may be required by the Corporations Act (including any instrument of exemption or modification thereof) and the Listing Rules (if applicable).

#### **4. ACCEPTANCE OF OFFER**

- 4.1 An Eligible Person may accept an Offer by delivering to the Company a duly completed and executed Acceptance Form including the current residential address of the Eligible Person, within the time period specified in the Offer.
- 4.2 Notwithstanding any other Rule an Eligible Person may accept an Offer, in whole or in part in multiples of 800 Options or Rights without affecting the

remaining balance of Options or Rights held by an Eligible Person.

- 4.3 Following receipt by the Company of a duly completed Acceptance Form from an Eligible Person in response to an Offer the Company will grant Options or Rights to the Participant within 20 Business Days of receipt of the duly completed Acceptance Form, and issue to the Participant a certificate in respect of the Options or Rights granted.

## **5. ENTITLEMENT**

- 5.1 Subject to these Rules, each Option entitles the Participant on exercise, to subscribe for and be allotted one Share at the Exercise Price.
- 5.2 Options or Rights will not be quoted on the ASX.
- 5.3 Shares issued on the exercise of Options or Rights will rank equally with all existing Shares of that class from the date of allotment.

## **6. EXERCISE OF OPTIONS OR RIGHTS**

- 6.1 Subject to the satisfaction of the Relevant Requirements (if any), and these Rules (in particular Rule 6.4), an Option or Right which has not lapsed is exercisable during the Exercise Period by the Participant lodging with the Company Secretary of the Company or such other person nominated by the Board for that purpose a Notice of Exercise signed by the Participant, together with the Certificate and for Options, subject to Rules 6.2, the Exercise Price for each Share to be acquired on exercise.
- 6.2 Payment for exercise of Options pursuant to Rule 6.1 shall be made in one of the following ways:
- (a) assigning entitlement to Options to a licenced stock broker as nominated by the Company from time to time;
  - (b) bank cheque made out to Agenix Limited;
  - (c) personal cheque made out to Agenix Limited;
  - (d) electronic funds transfer to the Agenix Limited share issue bank account as advised from time to time.

- 6.3 Each time a Participant exercises any Options or Rights, the Participant must exercise Options or Rights in respect of multiples of not less than 800 Shares or such lesser number of Shares the subject of the Options or Rights held by a Participant. Where a Participant submits a Notice of Exercise in respect of only part of the Options or Rights held, the Company shall issue a Certificate that evidences the remaining number of Options or Rights held by the Participant.
- 6.4 An Option may only be exercised after the First Exercise Date and prior to the Last Exercise Date at any of the following times:
- (a) in a period specified in the Company's corporate governance policies from time to time or as otherwise approved under such policies; or
  - (b) at or within such additional or replacement dates or periods as may be determined by the Board and notified to a Participant.
- 6.5 Notwithstanding Rule 6.4, a Participant must not lodge a Notice of Exercise with the Board, if the resulting acquisition of Shares or if the Shares were to be sold, such action by that Participant would breach Part 7.10 Division 3 of the Corporations Act (commonly known as insider trading provisions).

## **7. LAPSE OF OPTIONS OR RIGHTS**

- 7.1 An Option not previously exercised during the Exercise Period will lapse in the following circumstances:
- (a) on the date that is the earlier of the Last Exercise Date; and that date which is a date on which there has been:
    - (i) a determination of the Board following the Participant having in the opinion of the Board been dismissed for a reason which entitles the Company, Related Body Corporate or an Associated Company to dismiss the Participant without notice or committing any act of fraud, defalcation or gross misconduct in relation to the affairs of the Company, Related Body Corporate or any Associated Company (whether or not charged with an offence) or doing any act which in the reasonable opinion of the Board brings the Company, Related Body Corporate or any Associated Company into disrepute; and
    - (ii) a determination of the Board following the failure to attain one or more of the Relevant Requirements or a breach or occurrence of any of the conditions or events contained in the Offer which in the opinion of the Board requires the lapse of Options or Rights held by a Participant to occur.



(b) upon termination of employment:

- (i) if the Options or Rights have not vested prior to the date of termination, the Options or Rights automatically lapse
- (ii) if the Options or Rights have vested prior to the date of termination, the Options or Rights lapse 30 days after the date of termination unless exercised beforehand.

## **8. TRANSFER**

8.1 Options or Rights shall be personal to the Participant and may only be exercised during the Exercise Period and not exercised by any other person or body corporate, (except that on the death of the Participant, the Options or Rights may be exercised during the Exercise Period in accordance with Rule 6 by the Participant's legal personal representative or in the event that an order is made for the Participant's estate to be administered under the laws relating to mental health then by the person who is appointed to administer such estate).

8.2 Options or Rights will not be quoted on the ASX.

## **9. QUOTATION OF SHARES**

The Company will make application to the ASX for official quotation of Shares issued on the exercise of Options or Rights, if other Shares of that class of the Company are listed for quotation on the ASX at that time.

## **10. CHANGES IN CIRCUMSTANCES**

10.1 In the event of any reorganisation (including but not limited to consolidation, sub-division, reduction, capital return, buy back or cancellation) of the issued share capital of the Company, the rights attaching to Options or Rights shall be changed to comply with all rules in the Listing Rules applying to that reorganisation at the time of the reorganisation.

10.2 Participants will not be entitled to participate in any new issue of Shares in the Company as a result of such holding unless they have become entitled to exercise their Options or Rights under the Plan and do so prior to the record date for the determination of entitlements to the new issue and participate as a result of being a holder of Shares. The Company must give no less than 10 Business Days notice of any new issue of Shares to the Participant before the record date for determining entitlements to the issue

in accordance with the Listing Rules, so as to permit the Participant to exercise any Option which, on its terms, may be exercised before the record date.

#### 10.3 Bonus Issue

If the Company makes a bonus issue of Shares pro-rata to existing shareholders for which no consideration is payable by them and no Share has been allotted in respect of an Option before the record date for determining entitlements to the bonus issue, then the number of Shares over which the Option is exercisable shall be increased by the number of Shares which the Participant would have received if the Participant had exercised the Option prior to the record date.

#### 10.4 Rights Issue

If the Company makes an offer of Shares pro-rata to existing shareholders (other than a bonus issue) and no Share has been allotted in respect of an Option before the record date for determining entitlements to the rights issue, the Exercise Price of the Option shall be adjusted in accordance with the Listing Rules on the basis that the Exercise Price is the new exercise price referred to in the Listing Rules.

#### 10.5 Aggregation

If Options or Rights are exercised simultaneously, then the Participant may aggregate the number of Shares or fractions of Shares to which the Participant is entitled to subscribe for or which are to be allotted. Fractions in the aggregate number only will be disregarded in determining the total entitlements of a Participant.

#### 10.6 Other Securities

If the Company from time to time offers shareholders other securities, then the Directors will determine in their absolute discretion whether the other securities are to be offered to Participants on the exercise of Options or Rights or whether any other equivalent securities, interest or rights will be offered to them in the event that the other securities are not available and the basis thereof, to the intent that on the exercise of Options or Rights the Participants will be treated whenever possible as if they were shareholders at the Date of Grant.

#### 10.7 Calculations

- (a) The Board will be entitled to have any calculations or adjustments which are required to be made for the purposes of these Options or Rights to be made by the auditors of the Company for the time being

and such calculations, in the absence of manifest error, will be final and conclusive and binding on the Participant.

- (b) The Company must notify each Participant and the ASX (if applicable) of any adjustments made to the Exercise Price or the number of Options or Rights or the number of Shares underlying each Option at least 5 Business Days before the change becomes effective.

## **11. TAKEOVER, SCHEME OF ARRANGEMENT, VOLUNTARY WINDING UP**

Where, prior to the First Exercise Date, the Board determines that there are circumstances which have occurred or are likely to occur which will result in significant changes to the structure or control of the Company, which may adversely affect the rights of or value of benefits to Participants, the Board shall give written notice of such determination and notwithstanding any other provisions of these Rules shall henceforth allow each Participant to lodge with the Company a Notice of Exercise.

## **12. NOTICES**

Any notice or direction given under these Rules is validly given if it is handed to the person concerned or sent by ordinary prepaid post to the person's last known address or in such manner as the Board from time to time determines.

## **13. RIGHT TO ACCOUNTS**

Participants will be sent all reports and accounts required to be laid before members of the Company in a general meeting and all notices of general meetings of members but will not as a Participant have any right to attend or vote at those meetings.

## **14. ISSUE AND PARTICIPATION LIMITATIONS**

- 14.1 The number of Shares to be received on exercise of the Options or Rights, the subject of the Offer when aggregated with:

- (a) the number of shares in the same class which would be issued were each outstanding offer or option to acquire unissued shares, being an offer made or option acquired pursuant to an employee share scheme extended only to employees or directors of the Company, Related Body Corporate and of Associated Companies, to be accepted or exercised (as the case may be); and
- (b) the number of shares in the same class issued during the previous 5 years pursuant to the Plan or any other employee share scheme extended only to employees or directors of the Company, Related Body Corporate and of Associated Companies;

but disregarding any offer made, or option acquired or share issued by way of or as a result of:

- (a) an offer to a person situated at the time of receipt of the offer outside Australia unless the relevant Eligible Person agrees in writing that participating in this plan constitutes an offshore transaction where the offer and subscription are not made in a country outside of Australia; or
- (b) an offer that was an excluded offer or invitation made prior to 13 March 2000; or
- (c) an offer that did not need disclosure to investors because of section 708 of the Law;

must not exceed 5% of the total number of issued shares in that class of the Company as at the time of the offer.

- 14.2
- (a) No Eligible Person may accept an offer to participate in this Plan if immediately after the acquisition of the share or right, the Eligible Person holds a legal or beneficial interest in more than 5% of the Shares in the Company.
  - (b) No Participant may continue to participate in this Plan if immediately after the acquisition of the share, the Participant is in a position to cast, or control the casting of, more than 5% of the maximum number of votes that might be cast at a general meeting of the Company.

## 15. VARIATION OF RULES

- 15.1 Subject to the Listing Rules (if applicable) the Board may add to or vary any of these Rules, or waive or modify the application of any of these Rules in relation to any Participant, at any time by resolution of the Board.

- 15.2 If an addition or variation under Rule 15.1 changes the terms of the Options or Rights held by the Participants prior to the date of amendment under the Plan, the Board must obtain the consent of three-quarters of the Participants affected by such addition or variation. However, the terms of the Options or Rights held by the Participants cannot be changed to reduce the Exercise Price, increase the number of Shares to which the Participant is entitled or change any period for the exercise of the Options or Rights.
- 15.3 Rule 15.2 shall not apply to any additions, variations or modifications to the Rules made by the Board that are required by law.

## **16. TERMINATIONS OR SUSPENSION OF THE PLAN**

The Plan may be terminated or suspended at any time by the Board, but any such termination or suspension will not affect or prejudice rights of Participants holding Options or Rights at that time.

## **17. ADMINISTRATION OF THE PLAN**

- 17.1 The Board may form policy and make regulations for the operation of the Plan that are consistent with these Rules and may delegate necessary functions to an appropriate service provider capable of performing those functions and implementing those policies.
- 17.2 Where the Rules provide for a determination, decision, approval or opinion of the Board, such determination, decision, approval or opinion will be made by the Board.
- 17.3 Any power or discretion that is conferred on the Board by these Rules may be exercised by the Board in the interests or for the benefit of the Company, and the Board is not, in exercising any such power or discretion under any fiduciary or other obligation to any other person.
- 17.4 The decision of the Board as to the interpretation, effect or application of these Rules will be final.
- 17.5 The Board may delegate such functions and powers under this Plan, as it may consider appropriate, for the efficient administration of the Plan, to a committee made up of a person or persons capable of performing those functions and exercising those powers.

- 17.6 The Board or a committee may take and rely upon independent professional or expert advice in or in relation to the exercise of any of their powers or discretions under these Rules.

## **18. NO INTEREST IN SHARES**

A Participant shall have no interest in Shares the subject of his or her Options or Rights unless and until those Options or Rights are exercised and Shares are allotted or transferred (as the case may be) to that Participant as a result thereof.

## **19. RIGHTS OF PARTICIPANT**

Nothing in these Rules:

- (a) confers on any Participant the right to continue as a Director, Employee or Consultant of the Company, Related Body Corporate or any Associated Company;
- (b) affects any rights which the Company, Related Body Corporate or any Associated Company may have to terminate the employment of any Employee; or
- (c) may be used to increase damages in any action brought against the Company, Related Body Corporate or any Associated Company in respect of any such termination.

## **20. GENERAL**

- 20.1 The entitlement of the Participants and these Rules are subject to the Company's Constitution, the Listing Rules (if applicable) and the Corporations Act.
- 20.2 The Plan will be operated in accordance with these Rules that bind the Company, Related Body Corporate and each Associated Company, and each Participant.
- 20.3 Notwithstanding any Rule or the terms of any Option, no Option may be granted or exercised if to do so would contravene the Corporations Act, the Listing Rules (if applicable) or any other applicable laws.
- 20.4 Notwithstanding any other provision of these Rules, every covenant or other provision set out in an exemption from, or modification to, the provisions of

the Corporations Act granted from time to time by the Australian Securities and Investments Commission in respect of the Plan, and required to be included in these Rules in order for the exemption or modification to have effect, is deemed to be contained in these Rules. To the extent that any covenant, or other provision deemed by this Rule to be contained in these Rules is inconsistent with any other provision in these Rules, the deemed covenant or other provision will prevail.

- 20.5 The Company must pay all the expenses, costs and charges incurred in operating the Plan. The Company is not responsible for any duties or taxes which may become payable in connection with the issue and allotment of Shares pursuant to an exercise of the Options or Rights or any other dealing with the Options or Rights or Shares.

## **21. ADVICE**

Eligible Persons should obtain their own independent advice at their own expense on the financial, taxation and other consequences to them of or relating to participation in the Plan.

## **22. SECURITY INTERESTS**

Participants shall not grant any Security Interest in or over or otherwise dispose or deal with any Options or Rights or any interest therein, and any such Security Interest or disposal or dealing will not be recognised in any manner by the Company.

## **23. GOVERNING LAW**

The laws of the State of Victoria shall govern this Plan and the rights of the Participants under the terms and conditions of the Plan.