



Plan Rules

Andromeda Metals Limited ACN 061 503 375

Andromeda Metals Employee Incentive Plan

Adopted : 26 November 2020

Plan Rules

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Plan Rules

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Allocated means allocated by any means permitted under Rule 9.2.

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

- (a) the Corporations Act;
- (b) the Corporations Regulations;
- (c) any other applicable securities or financial services laws;
- (d) any class order, declaration, exemption or modification made or granted by ASIC pursuant to any of the abovementioned statutes, regulations or laws, or any waiver from the Listing Rules granted by ASX, on which the Company seeks to rely or that binds the Company in making any Invitation or otherwise in connection with the operation of the Plan;
- (e) the Listing Rules or the rules of any other applicable securities exchange;
- (f) any other legislation regulating or applying to the activities of the Group; and
- (g) the Constitution..

Application means a duly completed application for the issue of Options or Performance Rights made by an Eligible Employee in respect of an Invitation, in the form approved by the Board from time to time (which may, without limitation, be an electronic form that is accessible and submitted via a website managed by the Company, its share registry or any other third party service provider).

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given in section 318 of the *Income Tax Assessment Act 1936* (Cth) PROVIDED THAT a Self Managed Superannuation Fund (within the meaning of the Tax Act) shall not be regarded as an Associate.

Associated Body Corporate means:

- (a) a body corporate that is a related body corporate of the Company;
- (b) a body corporate that has Voting Power in the Company of not less than 20% and that has been approved for participation in the Plan by the Company; or
- (c) a body corporate in which the Company has Voting Power of not less than 20% and that has been approved for participation in the Plan by the Company,

and **Associated Bodies Corporate** means all such bodies corporate.

ASX means ASX Limited (ACN 008 624 691), or the market it operates as the context requires.

Board means:

- (a) the board of directors of the Company as constituted from time to time, acting as a board;
or
- (b) any committee, person or persons to whom power or authority to exercise or perform the relevant power, function or discretion, or to administer the Plan generally, has been delegated under Rule 18.3 (including any sub-delegate).

Business Day means a day on which banks are open for general banking business in Adelaide, South Australia, Australia, excluding Saturdays or Sundays.

Business Hours means from 9.00am to 5.00pm on a Business Day.

Cessation Date means the date on which the relevant Participant ceases to be Employed within the Group.

Clawback Policy means the policy, if any, adopted by the Board in relation to any circumstances in which the Company may claw back performance-based remuneration from key management personnel (or other senior executives) of the Company (or any other Group Company).

Company means Andromeda Metals Limited ACN 061 503 375.

Constitution means the constitution of the Company (as amended from time to time).

Corporate Control Event means any one or more of the following events or circumstances:

- (a) an offer is made for Shares (or shares in a subsidiary of the Company) pursuant to a takeover bid under Chapter 6 of the Corporations Act;
- (b) the Court orders a meeting of members (or a class of members) or creditors (or a class of creditors) under Part 5.1 of the Corporations Act for the purpose of considering a proposed compromise or arrangement relating to the Company (or a subsidiary of the Company) or a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company (or a subsidiary of the Company) or its amalgamation with any other body corporate or bodies corporate;
- (c) approval is given by a resolution duly passed at a general meeting, or by circular resolution, of members of the Company (or a subsidiary of the Company) for an acquisition that would result in a person having Voting Power in the Company (or a subsidiary of the Company) of more than 50%;
- (d) a person acquires Voting Power of more than 50% in the Company:
 - (i) as a result of a takeover bid for all of the Shares; or
 - (ii) through a scheme of arrangement relating to the acquisition of all of the Shares;
- (e) the Board determines that a change of control of the Company has occurred within the meaning of section 50AA of the Corporations Act;
- (f) any other event or transaction (including any other merger, consolidation or amalgamation involving the Company (or a subsidiary of the Company)) occurs or is proposed where either or both of the following applies:
 - (i) in the case of a merger, consolidation or arrangement, the transaction results in the holders of Shares (or shares in a subsidiary of the Company) immediately prior to the merger, consolidation or amalgamation having relevant interests, in aggregate, in 50% or less of the voting shares in the body corporate resulting from the merger consolidation or amalgamation; or
 - (ii) the Board determines, in its absolute discretion, that the relevant transaction constitutes a Corporate Control Event for the purposes of these Rules;
- (g) the Company (or a subsidiary of the Company) enters into an agreement or agreements to sell, in aggregate, a majority in value of the business or assets of all Group Companies (whether or not in the form of shares in a Group Company) to a person or persons that are not Group Companies; or
- (h) an administrator, liquidator, provisional liquidator, receiver or receiver and manager is appointed in respect of the Company or substantially all of the assets of the Company.

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

Date of Grant, in respect of a Security means the date on which the Company issues the Security to an Eligible Employee or its Nominated Participant.

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

Eligible Employee means:

- (a) an Employee to whom, or who falls within a class of Employees to whom, the Board determines that an Invitation is to be made under the Plan; or

- (b) an Employee who satisfies the eligibility criteria (if any) determined by the Board for a proposed Invitation.

Employee means:

- (a) a full-time or part-time employee of a Group Company (including any employee on parental leave, long service leave or other special leave as approved by the relevant Group Company);
- (b) a director of a Group Company (including, for the avoidance of doubt, a non-executive director); or
- (c) a natural person or entity who provides services to a Group Company.

Employment means:

- (a) employment by any Group Company;,
- (b) holding office as a director of any Group Company; or
- (c) engagement by any Group Company to provide services to that Group Company.

and **Employed** and **Employs** have corresponding meanings.

Exercise Period means the period commencing on the First Exercise Date and ending on the Last Exercise Date, subject to any variation to those dates determined by the Board under Rule 7.4.

Exercise Price means the amount (if any) payable by the holder of a Security on the exercise of the Security, being (subject to Rules 13 and 19) the amount fixed (or the amount calculated in the manner determined) at the time of the Invitation and determined by the Board under Rule 4.5.

Final Application Date has the meaning given to this term in Rule 4.3(b).

First Exercise Date, in respect of a Security, means:

- (a) if the Invitation Document for the Security specified a fixed date as the first day on which the holder may exercise the Security, that date; or
- (b) if the Invitation Document for the Security did not specify a fixed date as the first day on which the holder may exercise the Security, the date (if any) on which the Company issues a Vesting Notice in respect of the Security,

and, in each case, any different applicable date determined by the Board under Rule 7.4 or 19.

Grant Conditions, in respect of an Invitation in respect of a Security, means any conditions that must be satisfied, or circumstances that must exist, before the Security will be issued, as determined by the Board under Rule 4.6.

Group means the Company and its Associated Bodies Corporate.

Group Company means any body corporate which forms part of the Group.

Holding Lock means a mechanism arranged or approved by the Board and administered by the Company (including through its share registry) that prevents Shares being disposed of by or on behalf of a Participant.

Invitation means an invitation to an Eligible Employee to apply for the issue of Securities and, if the Eligible Employee is not already a Participant, to participate in the Plan on the terms and conditions decided by the Board.

Invitation Document, in respect of Securities, means a document (or documents) setting out the terms and conditions of the Invitation and given to an Eligible Employee under Rule 4.2.

Issue Price means the amount (if any) payable per Security by an Eligible Employee on application for Securities the subject of an Invitation.

Last Exercise Date, in respect of a Security, means:

- (a) if the Invitation Document for the Security specified a fixed date as the last day on which the holder may exercise the Security, that date; or

- (b) if the Invitation Document for the Security did not specify a fixed date as the last day on which the holder may exercise the Security, the date that is seven years after the Date of Grant,

and, in each case, any different applicable date determined by the Board under any of Rules 7.4, 13, 14 or 19.

Legal Personal Representative means the executor of the will or an administrator of the estate of a deceased person, the trustee of the estate of a person under a legal disability or a person who holds an enduring power of attorney granted by another person.

Listing Rules means the listing rules of ASX and any other rules of ASX (or the applicable securities exchange) that are applicable to the Company or the Shares while the Company is listed on that exchange, each as amended or replaced from time to time, and except to the extent of any express written waiver by ASX.

Nominated Participant means an Associate of an Eligible Employee.

Nominating Employee means, in the case of a Participant that is a Nominated Participant, its Eligible Employee.

Notice of Exercise means a notice of exercise of a Security by a Participant, in the form approved by the Board from time to time (which may be in electronic form and, without limitation, accessed and submitted via a website managed by the Company, its share registry or another third party service provider), which specifies, among other things, the number of Securities being exercised and the Exercise Price (if any) of the Securities the subject of the Notice of Exercise.

Option means an option issued, or to be issued (as the context requires), under the Plan to acquire a Share, subject to these Rules and the terms and conditions set out in the Invitation Document.

Participant means a person who holds Securities issued under the Plan, or Restricted Shares, and includes, if a Participant or its Nominating Employee dies or becomes subject to a legal disability or has granted an enduring power of attorney, the Legal Personal Representative of the Participant or its Nominating Employee.

Performance-based Vesting Condition means a Vesting Condition based on the achievement of a Performance Target.

Performance Period, in respect of Securities, means any period or periods (if any, and however described) determined by the Board and specified in the Invitation Document as the period during, or by reference to, which the satisfaction of any Performance-based Vesting Conditions applicable to those Securities is to be measured or assessed (and, where Securities the subject of an Invitation are divided into tranches to which different Performance-based Vesting Conditions apply, means any such period applicable in respect of the relevant tranche of Securities and, where any such period may be or is extended by the Board, excludes any such extension of the period unless otherwise determined by the Board).

Performance Right means a right issued, or to be issued (as the context requires), under the Plan to acquire a Share, subject to these Rules and the terms and conditions set out in the Invitation Document.

Performance Target means an objective, target or status which must be achieved or maintained in order to satisfy a Performance-based Vesting Condition as set out in the Invitation Document.

Plan means this Plan, the rules of which are set out in this document (as amended from time to time).

Security means an Option or Performance Right and **Securities** means Options or Performance Rights, or both (as the context requires).

Resignation means the resignation of a Participant or its Nominating Employee from their Employment with a Group Company other than:

- (a) Retirement;
- (b) death;
- (c) Total and Permanent Disablement;

- (d) where the Participant or its Nominating Employee has accepted an offer of Employment received from any other Group Company or from the purchaser (or a related body corporate of the purchaser) of all or part of the assets or business of any Group Company, or from any person to whom any Group Company has outsourced, or agreed to outsource, any part of its functions or business; or
- (e) for any other reason, or in any other circumstances, that the Invitation Document specified would not constitute resignation for the purposes of these Rules.

Restriction Period has the meaning given to this term in Rule 15.1.

Restricted Shares has the meaning given to this term in Rule 15.1.

Retirement means the resignation of the Participant from their Employment with a Group Company in circumstances where the Board is satisfied that the Participant intends to leave the workforce permanently in the sense that the person intends to no longer be employed on a full-time or permanent part-time basis.

Rules means the rules governing the operation of the Plan set out in this document, as amended from time to time.

Security Interest means a mortgage, charge, pledge, lien, encumbrance or other third party interest of any nature (including the registration and/or perfection of that security interest under the *Personal Property Securities Act 2009* (Cth)).

Service-based Vesting Condition means a Vesting Condition based on the period of Employment of the Participant by a Group Company or the continued Employment of the Participant by a Group Company.

Share Price Vesting Condition means a Vesting Condition based on the price of a Share, determined by reference to the value of the Group.

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

Tax includes any tax, levy, impost, GST, deduction, charge, rate, contribution, duty or withholding which is assessed (or deemed to be assessed), levied, imposed or made by or under any law or 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.

Tax Act means the *Income Tax Assessment Act 1997* (Cth).

Termination for Cause means the termination by any Group Company of the Participant's Employment with that Group Company:

- (a) where neither notice nor payment in lieu of notice is given by the Group Company; or
- (b) in circumstances involving the Participant's actual or alleged misconduct, whether or not notice or any payment in lieu of notice is given by the Group Company.

Total and Permanent Disablement means the resignation of the Participant or its Nominating Employee from his or her Employment with any Group Company as a result of his or her total and permanent disablement, as determined by the Board.

Trading Policy means any policy adopted by the Company in relation to trading or dealing in Shares or other securities by the Company's key management personnel (or any other persons), as amended from time to time.

Unvested Securities means Securities that have not become Vested Securities.

Vested Securities means Securities:

- (a) that have become vested Securities under Rule 7.1;
- (b) that are taken to be vested Securities by virtue of a determination of the Board under Rule 14.1; or
- (c) that the Board has determined and notified the relevant Participant have otherwise become vested Securities (including by reason of the waiver of any Vesting Conditions under Rule 7.4).

Vesting Conditions, in relation to a Security, means any performance, service or other conditions that must be satisfied, or circumstances that must exist, before the Security may (during the Exercise Period) vest and be exercised, as determined by the Board under Rule 4.6.

Vesting Notice, in respect of Securities held by a Participant, means notice to the Participant that, to the extent specified in the notice (or in information accompanying the notice or that the Participant may access using electronic means specified in the notice), the Securities have become Vested Securities.

Voting Power means voting power as determined in accordance with section 610 of the Corporations Act.

1.2 Interpretation

In these Rules (and any Invitation Document), except where the context otherwise requires:

- (a) a reference to any legislation or to any provision of any legislation includes any modification, amendment or re-enactment of it, any legislation or legislative provision substituted for it, and all legislation, statutory instruments and regulations made under it;
- (b) words denoting the singular include the plural and vice versa;
- (c) words denoting a gender include the other genders;
- (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 or an Invitation Document, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (f) a reference to a document or record includes a document or record in electronic form;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (i) a reference to a Rule is a reference to a rule of these Rules, or the corresponding rule of the Plan as amended from time to time; and
- (j) the meaning of general words is not limited by specific examples introduced by **including**, **for example** or similar expressions;
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these Rules or an Invitation Document, or any part of such documents;
- (l) where these Rules provide (or an Invitation Document provides) for an act or thing to be done, occur or take effect on a particular day or within a particular period, that act or thing must be done before, or occurs or takes effect, or that period ends, at 5.00pm Sydney, New South Wales, Australia time on the relevant day or the last day of the relevant period (as the context requires); and
- (m) a reference to Securities Options or Performance Rights) **held by a Participant** does not include any Securities, Options or Performance Rights that have lapsed under Rule 10.

1.3 Headings

Headings are for convenience only and do not affect the interpretation of these Rules.

1.4 Primary instruments

These Rules are to be interpreted subject to the Applicable Laws which prevail to the extent of any inconsistency between the Applicable Laws and these Rules.

2. Introduction

2.1 Name of Plan

The Plan is the Andromeda Metals Employee Incentive Plan.

2.2 Objects of Plan

The objects of the Plan are to:

- (a) provide Eligible Employees with an additional incentive to work to improve the performance of the Group;
- (b) attract, retain and motivate those Eligible Employees which are essential for the continued growth and development of the Group;
- (c) promote and foster the loyalty and support of Eligible Employees for the benefit of the Group;
- (d) enhance the relationship between the Group and Eligible Employees for the long term mutual benefit of all parties; and
- (e) provide Eligible Employees with the opportunity to acquire Options or Performance Rights in the Company, in accordance with these Rules, as part of the remuneration for their services as Eligible Employees .

2.3 Commencement of Plan

The Plan commences on the date it is formally adopted by the Board and will continue until terminated by the Board.

2.4 Advice

- (a) There are legal and tax consequences associated with participation in the Plan. Eligible Employees, and Participants must ensure that they understand these consequences before accepting an invitation to participate in the Plan.
- (b) Each person who completes and returns an Application to the Company acknowledges and agrees that each Group Company and its officers and employees make no representation or warranty concerning the financial benefit, taxation or other consequences of participating in the Plan.
- (c) Participants are advised that any advice given by a Group Company and its officers, employees and representatives is general advice only. Participants should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.

2.5 Tax Act

The Plan is a plan to which tax deferral under Subdivision 83A-C of the Tax Act applies (subject to requirements of the Tax Act), unless specifically stated otherwise in the Invitation Document.

3. Principal conditions

3.1 Options or Performance Rights issued only to Employees

Unless the Board determines otherwise, no Options or Performance Rights may be issued to a person under the Plan unless, as at the Date of Grant, the person (or its Nominating Employee) is or remains an Employee.

3.2 Compliance with laws

- (a) No Option, Performance Right or Share may be issued or otherwise Allocated to, or exercised by, an Eligible Employee or Participant if to do so would contravene an Applicable Law.
- (b) Nothing in these Rules requires or permits any act to be done, determination to be made or thing to occur where that act, determination or thing would, in the opinion of the Board:

- (i) cause any Group Company or Participant to contravene, or be involved in a contravention of, any provision of an Applicable Law; or
- (ii) require approval by resolution of the Company's shareholders under a provision of an Applicable Law (including sections 200B and 200C of the Corporations Act and the Listing Rules) where no such approval has been given.

3.3 No prohibited financial assistance

No person may, whether directly or indirectly, provide financial assistance that is prohibited by the Corporations Act for the purposes of, or in connection with, the acquisition by an Eligible Employee of Securities under the Plan, or of Shares on exercise of Securities.

3.4 Plan limit

- (a) Subject to Rule 3.4(b), the Company will not make an Invitation of Securities under the Plan if the total number of Shares the subject of those Securities plus:
 - (i) the total number of Shares that would be issued were each outstanding:
 - (A) offer with respect to Shares, units of Shares, or options or rights to acquire unissued Shares (including an Invitation);
 - (B) option or right to acquire unissued Shares (including a Security), being an option or right that has been granted but has not been exercised or converted (as the context requires), lapsed or otherwise expired;
 - (C) unit of a Share,
 - (D) issued under an employee incentive scheme of the Company (including the Plan) to be accepted or exercised; and
 - (ii) the number of Shares issued during the previous three years pursuant to the Plan or any other employee incentive scheme of the Company,

but disregarding and excluding any offer made or option or right acquired (whether under the Plan or any other employee incentive scheme), or any Share or unit of a Share issued, by way of, or as a result of:

 - (iii) an offer to a person situated, at the time of receipt of the offer, outside Australia;
 - (iv) an offer that does not need disclosure to investors because of section 708 of the Corporations Act;
 - (v) an offer that did not require the giving of a product disclosure statement (as defined in the Corporations Act) because of section 1012D of the Corporations Act; or
 - (vi) an offer made under a disclosure document or product disclosure statement (as defined in the Corporations Act),

would exceed 15% of the total number of issued Shares as at the time of the Invitation.
- (b) If the Company is able to rely on ASIC Class Order [CO 14/1000] in respect of an Invitation and ASIC replaces ASIC Class Order [CO 14/1000] with a new class order in relation to employee incentive schemes (or substantially modifies ASIC Class Order [CO 14/1000]) Rule 3.4(a) will no longer apply and Rule 3.4(c) will apply instead.
- (c) Where this Rule 3.4(c) applies instead of Rule 3.4(a), the Company will not make an Invitation of Securities if the issue of the Securities the subject of the Invitation would cause the Company to exceed any limit that applies under the ASIC class order that replaces or modifies Class Order [CO 14/1000] (when aggregated with the total number of Shares and other financial products required by the replacement or modified class order to be counted towards the limit, and disregarding and excluding all offers, Shares and other financial products that may be disregarded when applying that limit).

3.5 Director participation

Neither Options nor Performance Rights may be issued to directors or their Associates pursuant to the Plan unless, if the Company is listed on ASX, prior approval of the Company's shareholders

is obtained in accordance with the Listing Rules or such approval is not required by the Listing Rules.

3.6 Operation of the Plan

The Plan must be operated in accordance with these Rules which bind the Company, any Associated Body Corporate and each Participant.

4. Invitations

4.1 Board may make Invitation

Subject to these Rules, the Board may from time to time make an Invitation (on behalf of the Company) to an Eligible Employee.

4.2 Form of Invitation

- (a) An Invitation must be set out in a document (or documents) given to the Eligible Employee to whom the Invitation is made.
- (b) Subject to Rule 4.3, the form of the Invitation Document and the form of the Application used to apply for the Securities the subject of an Invitation will be as approved by the Board from time to time.

4.3 Information provided with Invitation

The Invitation Document provided to an Eligible Employee must include the following information:

- (a) the date of the Invitation;
- (b) the time and date by which the Eligible Employee or Nominated Participant may apply for Securities the subject of the Invitation (**Final Application Date**);
- (c) the number of Options or Performance Rights the subject of the Invitation, or the manner in which that number will be determined;
- (d) the Issue Price payable for the Option or Performance Right (if any) the subject of the Invitation;
- (e) the Grant Conditions (if any) for the Invitation;
- (f) the Vesting Conditions (if any) that will apply to Options or Performance Rights (or, if the Options or Performance Rights will be divided into tranches, the Vesting Conditions (if any) that will apply to the different tranches) issued the subject of the Invitation;
- (g) if the first day on which the holder may (subject to these Rules) exercise the Securities the subject of the Invitation is fixed at the time of the Invitation, that date; and
- (h) the Exercise Price (if any) per Security the subject of the Invitation, or the manner in which any such Exercise Price will be determined;
- (i) if the Board has made a determination under Rule 9.2(b), details of that determination;
- (j) if any Shares Allocated pursuant to exercise of any Securities the subject of the Invitation will be subject to restrictions on disposal under Rule 14, that fact and the applicable Restriction Period; and
- (k) any other specific terms and conditions applicable to the Invitation.

4.4 Number of Options or Performance Rights

Subject to Rule 2, the number of Options or Performance Rights the subject of an Invitation to an Eligible Employee, or the method for determining that number, will be determined by the Board in its absolute discretion.

4.5 Issue Price and Exercise Price

- (a) Unless otherwise determined by the Board and specified in the Invitation Document, no amount will be payable by a Participant to acquire an Option or Performance Right.

- (b) The Exercise Price (if any) in respect of a Security will be determined by the Board (subject to any adjustment under Rule 13) and specified in the Invitation Document.
- (c) The Exercise Price (if any) and Issue Price (if any) in respect of a Security must be denominated and payable in Australian dollars, unless otherwise determined by the Board.

4.6 Terms

The terms and conditions applicable to an Invitation, including the Final Application Date, any First Exercise Date, any Last Exercise Date, , any Grant Conditions, any Vesting Conditions and any Restriction Period, will be determined by the Board.

4.7 Invitation personal

An Invitation under the Plan is personal to the Eligible Employee to whom it is made and, accordingly, the invitation constituted by an Invitation may only be accepted by, and Securities may only be issued to, the Eligible Employee to whom the Invitation is made (or to that Eligible Employee's Nominated Participant).

5. Application for Securities

5.1 Application

An Eligible Employee or its Nominated Participant may apply for Securities the subject of an Invitation by giving to the Company a duly completed Application (and, in the case of any Invitation of Securities that have an Issue Price, payment of the relevant amount) by the Final Application Date.

5.2 Application for all or some of the Options or Performance Rights the subject of an Invitation

Unless otherwise determined by the Board and specified in the Invitation Document for the Invitation, an Eligible Employee or its Nominated Participant may, in his or her discretion, apply for the Securities the subject of an Invitation, in whole or in part, in multiples of 100 or another multiple of Securities as the Board may allow. . An Eligible Employee or its Nominated Participant cannot accept less than the number of Options or Performance Rights that would constitute the minimum parcel determined by the Board.

5.3 Lapse of Invitation

An Invitation which is not the subject of an Application in accordance with Rule 5.1 will lapse at 5:00pm Adelaide, South Australia, Australia time on the Final Application Date.

5.4 Withdrawal of Invitation

The Board reserves the right (subject to any Applicable Law) to withdraw an Invitation made to an Eligible Employee at any time prior to an Application being made by the Eligible Employee in accordance with Rule 5.1.

6. Issue of Securities

6.1 Effect of Application

By making an Application in respect of Options or Performance Rights in accordance with Rule 5.2, an Eligible Employee or its Nominated Participant:

- (a) agrees to become a Participant and be bound by these Rules;
- (b) offers to acquire the Options or Performance Rights, and any Shares following exercise of the Options or Performance Rights (as the context requires):
 - (i) under, and subject to, these Rules; and
 - (ii) on, and subject to, the terms and conditions of the Invitation; and

- (c) agrees to become a member of the Company following exercise of any Options or any Performance Rights, and to be bound by the Constitution (as amended from time to time).

6.2 Acceptance by Company

- (a) Unless otherwise provided in the Invitation Document, the Company may accept an Application in respect of an Invitation of by resolution of the Board.
- (b) In the event of an acceptance under clause 6.2(a), the Company shall inform the Applicant of that acceptance as soon as is reasonably practicable.
- (c) Nothing in any Invitation Document or Application, or in these Rules, will be taken to confer on any Eligible Employee or its Nominated Participant any right or title to, or interest in, any Securities until the Application is accepted in accordance with clause 6.2(a).

6.3 Issue of Options or Performance Rights

- (a) Unless otherwise determined by the Board, the issue of Securities to an Eligible Employee or its Nominated Participant will be constituted by the registration of the Eligible Employee or its Nominated Participant (as the case may be) as the holder of the relevant number and type of Securities in a register of holders of Securities maintained by or on behalf of the Company (which may, without limitation, be in electronic form and maintained by the Company's share registrar or other third party service provider).
- (b) Within a reasonable period after the issue of Options or Performance Rights to a Participant, the Company must give the Participant notice in writing of:
 - (i) the number of Options or Performance Rights issued to the Participant;
 - (ii) the Issue Price (if any) of those Options or Performance Rights;
 - (iii) the Exercise Price (if any); and
 - (iv) the Date of Grant of those Options or Performance Rights.

6.4 Consideration for Options and Performance Rights

Any Options or Performance Rights issued to a Participant will be issued for consideration comprising the services that are expected to be provided by the Participant to or for the benefit of the Group and, unless the Board determines otherwise, no monetary or other consideration will be payable in respect of the issue of an Option or Performance Right.

6.5 Entitlement to Shares

Subject to these Rules, each Security confers on its holder the entitlement to be Allocated one Share following exercise of the Security and payment of the Exercise Price (if any).

6.6 Interest in Shares

A Participant:

- (a) has no right or interest in a Share the subject of a Security held by the Participant unless and until the Share the subject of that Security is Allocated to that Participant following the exercise of the Security under these Rules, and then only to the extent that the registered holder of those Shares would otherwise be entitled to participate as a member of the Company;
- (b) does not have any rights to dividends, rights to vote or rights to participate in any new issue of capital of the Company as a result of holding a Security; and
- (c) subject to the Corporations Act, and the Constitution, Participants will not, as holders of Options or Performance Rights, have any right to attend or vote at general meetings of holders of Shares.

7. Vesting of Securities

7.1 Vesting Conditions

Securities may be subject to such Vesting Conditions (including, but not limited to, Service-based Vesting Conditions, Performance-based Vesting Conditions and Share Price Vesting Conditions) as determined by the Board in its absolute discretion.

7.2 Requirements for vesting

Subject to these Rules:

- (a) if the Invitation Document for Securities held by a Participant specified any Vesting Conditions and each of the following occurs:
 - (i) the Board determines that the applicable Vesting Conditions have been satisfied in respect of all, or a specified percentage or number of, those Securities; and
 - (ii) if any additional terms were specified in the Invitation Document and required to be satisfied before vesting, the Board determines that those additional terms have been satisfied or, in the Board's absolute discretion, are not required to be satisfied,then all, or any specified percentage or number determined by the Board, of those Securities will become vested Securities on and from the date of the Board's determination (or any later date determined by the Board); and
- (b) if the Invitation Document for Securities held by a Participant did not specify any Vesting Conditions, the Securities will become vested Securities on and from the vesting date specified in the Invitation Document (or any earlier date determined by the Board).

7.3 Vesting Notice

If, and within a reasonable period after any Securities held by a Participant become Vested Securities, the Company must give the Participant a Vesting Notice.

7.4 Variation or waiver of Vesting Conditions and other terms

Subject to Applicable Law, and without limiting Rules 13, 14 and 19.1, the Board may, in its absolute discretion and at any time and in any particular case or cases:

- (a) reduce or waive the Vesting Conditions (if any) that apply to a Security held by the Participant (in whole or in part);
- (b) reduce the Performance Period (if any) that applies to any Security held by the Participant;
- (c) determine that a new First Exercise Date or Last Exercise Date (or both) will apply to a Security (whether earlier or later than the original date);
- (d) do any combination of the things referred to in paragraphs (a) to (c) above.

7.5 Notice of variation or waiver

If the Board exercises its discretion to alter any terms of a Security under Rule 7.4 or in reliance on Rule 19.4, the Company:

- (a) must within a reasonable period of the alteration give notice to each Participant affected by the alteration in respect of any Securities held by the Participant; and
- (b) if the Company issued a certificate for the Security, may have to issue a replacement certificate.

8. Exercise of Securities

8.1 Exercise during Exercise Period

Subject to Rules 3.2 and 8.2 and the Trading Policy, a Security held by a Participant may be exercised at any time during (and only during) the Exercise Period for that Security.

8.2 Exercise Conditions

A Security may not be exercised unless and until it has become a Vested Security.

8.3 Exercise

Subject to these Rules, Vested Securities held by a Participant may be exercised by the Participant giving to the Company:

- (a) a Notice of Exercise duly completed and executed by the Participant and delivered to the Company's registered office address;
- (b) if there is an Exercise Price for the Securities:
 - (i) payment (in cleared funds) of the amount calculated by multiplying the number of Securities being exercised by the Exercise Price; or
 - (ii) payment, or the Participant's agreement to pay, that amount under any 'cashless exercise' arrangement that is acceptable to, and approved by, the Board; and
- (c) if a certificate was issued by the Company in respect of those Securities, the relevant certificate.

8.4 Clearance of Exercise Price

Unless the Board determines otherwise, the Company is not obliged to Allocate Shares on the exercise of Securities until payment of the Exercise Price (if any) has been received by the Company in cleared funds from the Participant.

8.5 Exercise of all or some Options

- (a) A Participant may only exercise Securities in multiples of 100 or another multiple that the Board determines, unless the Participant exercises all Securities with the same Date of Grant which are able to be exercised by him or her at that time.
- (b) The exercise by a Participant of only some of the Securities held by the Participant does not affect the Participant's right to exercise at a later date other Securities held by the Participant (whether those other Securities have the same First Exercise Date or otherwise).

8.6 Replacement Certificate

If a Participant submits a Notice of Exercise in respect of only part of the Securities for which a certificate has been issued by the Company, the Company must issue a certificate stating the remaining number of Securities held by the Participant.

9. Allocation of Shares to satisfy Vested Securities

9.1 Requirement to allocate Shares

Subject to these Rules, where any Securities held by a Participant become Vested Securities and are validly exercised by the Participant in accordance with Rule 8, the Company must Allocate to the Participant the number of Shares that are the subject of the Vested Securities that have been exercised, as determined in accordance with these Rules and the Invitation Document for those Securities.

9.2 Method of allocation of Shares

- (a) Subject to Rule 9.2(b) and any Applicable Law, any Shares to be Allocated to a Participant under Rule 9.1 may, in the Board's absolute discretion, be Allocated by the Company by any one or more of the following means:
 - (i) issuing Shares to the Participant;
 - (ii) procuring the transfer to the Participant of Shares purchased on-market (within the meaning given to that term by the Corporations Act);

- (iii) procuring the transfer to the Participant of Shares acquired through an off-market transaction (including from any 'employee share trust' within the meaning of the Tax Act that may be established by the Company for the purposes of the Plan); or
 - (iv) procuring the holding of Shares by a person as bare nominee for and on behalf of the Participant.
- (b) The Board may determine and the Invitation Document for Securities may specify that any Shares to be Allocated to a Participant to satisfy those Securities may:
- (i) only be Allocated by a specified method or methods under Rule 9.2(a); or
 - (ii) not be Allocated by a specified method or methods under Rule 9.2(a),
 - (iii) and, where so determined and specified, those Shares may (where paragraph (i) of this Rule applies) only be Allocated to the Participant by the specified method or methods or (where paragraph (ii) of this Rule applies) may not be Allocated to the Participant by the specified method or methods.

9.3 Timing of allocation of Shares

Subject to any Applicable Law and the Trading Policy, any Shares to be Allocated to a Participant under Rule 9.1 must be Allocated within a reasonable period after the Participant exercises the Vested Securities in accordance with these Rules.

9.4 Shares rank equally

Unless otherwise determined by the Board and specified in the Invitation Document, Shares Allocated to a Participant to satisfy Securities will rank equally with all existing Shares on and from the date of Allocation, including in respect of all rights issues, bonus issues and dividends that have a record date for determining entitlements on or after the date of registration of those Shares in the name of, or on behalf of, the Participant.

10. Lapse of Unvested Securities

10.1 General rule

Subject to Rule 10.3, if a Participant or its Nominated Employee ceases to be Engaged within the Group, the Participant's Unvested Securities will remain on foot unless the Board (in its sole and absolute discretion) determines otherwise in the Invitation Documents or any time before or after cessation of Employment of the Participant or its Nominated Employee within the Group.

10.2 Lapse of Securities where Vesting Conditions not satisfied

If the Board determines that the Vesting Conditions (if any) applicable to all or a specified number or percentage of the Securities held by a Participant have not been satisfied, or are not capable of being satisfied in accordance with their terms, and should therefore lapse, all or the relevant percentage or number (as the context requires) of those Securities will lapse with effect from the date on which the Board makes this determination (or, if the Board specifies a later lapse date when making this determination, on that later date).

10.3 Lapse of Unvested Securities on cessation of Employment in certain circumstances

- (a) Subject to the terms specified in the Invitation Document the Board (at any time and whether before or after cessation of Employment) may determine that all Unvested Securities held by a Participant will lapse:
- (i) if the Participant or its Nominating Employee ceases to be Employed within the Group due to his or her Termination for Cause, with effect from the Cessation Date;
 - (ii) if the Participant or its Nominating Employee ceases to be Employed within the Group due to his or her Resignation, with effect from the Cessation Date; or
 - (iii) if the Participant or its Nominating Employee ceases, or will cease, to be Employed within the Group in any circumstances not covered by paragraphs (i) or (ii) above and the Board determines that, in those particular circumstances, all of

the Participant's Unvested Securities should lapse (for example, because the circumstances involve the Participant's poor or inadequate performance), with effect from the Cessation Date or any earlier or later lapse date determined by the Board.

- (b) Where a determination has been made under Rule 10.3(a), and unless otherwise determined by the Board, if:
- (i) a Participant or its Nominating Employee ceases to be Employed within the Group for any reason or in any circumstances;
 - (ii) the Participant holds Unvested Securities that have not lapsed under Rule 10.3(a)(i) or (ii) and the Board has not determined that all of those Unvested Securities should lapse under Rule 10.3(a)(iii); and
 - (iii) the Invitation Document for those Unvested Securities specified that this Rule 10.3(b) applies or the Board otherwise determines that this Rule 10.3(b) applies,
- then a proportion of the Participant's Unvested Securities will lapse with effect from the Cessation Date, being the proportion determined in accordance with Rule 10.3(c) (and rounded to the next higher whole number).
- (c) Where Rule 10.3(b) applies, unless otherwise determined by the Board, the proportion of Unvested Securities held by a Participant that will lapse under that Rule will be:
- (i) subject to paragraph (ii), equal to the proportion that the number of days in the period starting on the day after the Cessation Date and ending on the last day of the Performance Period applicable to those Securities (or, if no Performance Period applies to those Securities, ending on the date specified in Rule 7.2(b)) bears to the total number of days in the Performance Period (or, if no Performance Period applies to those Securities, to the total number of days between the Date of Grant and the date specified in Rule 7.2(b)); or
 - (ii) if the Invitation Document for those Securities specified that the proportion was to be determined on a different basis to that set out in Rule 10.3(c)(i), the proportion determined in the manner specified in the relevant Invitation Document.
- (d) Any Securities held by a Participant that do not lapse by operation of this Rule 10.3 or determination of the Board as a result of the Participant or its Nominating Employee ceasing to be Employed within the Group will continue to be held by the Participant subject to these Rules and the terms and conditions set out in the Invitation for those Securities.

10.4 Lapse of Securities to prevent inappropriate benefits

Subject to the terms specified in the Invitation Document and unless otherwise determined by the Board (at any time), some or all of any Unvested Securities that have not otherwise lapsed under this Rule 10, or Vested Securities (or both), held by a Participant will lapse:

- (a) if, and with effect from the Cessation Date, the Board determines that the relevant Securities should lapse because, in the Board's opinion, the Participant or its Nominating Employee:
- (i) has been, or could be, dismissed or removed from his or her Employment with the Group for a reason that entitles a Group Company to dismiss the Participant without notice;
 - (ii) has committed an act of fraud, misappropriation or serious misconduct in relation to the affairs of the Group or any Group Company (whether or not charged with an offence);
 - (iii) has materially breached the terms of his or her Employment contract;
 - (iv) has done an act which brings the Group or any Group Company into disrepute or causes material damage to any Group Company;
 - (v) has materially breached an Applicable Law which has a material adverse effect on the affairs of the Company or any Group Company;

- (vi) has been convicted on indictment of an offence against the Corporations Act in connection with the affairs of the Company or any Group Company;
 - (vii) has had a judgement entered against him or her in civil proceedings in respect of the contravention by the Participant 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 any other Group Company;
 - (viii) has materially breached his or her obligations to any Group Company;
 - (ix) has materially breached any policy of the Company (including, without limitation, the Trading Policy or the Company's policy (if any) on the hedging of long term incentives) or of any Group Company; or
 - (x) has dealt with the Options or Performance Rights in breach of the Rules;
- (b) in the case of Unvested Securities, on the happening of any other circumstance determined by the Board and specified in the Invitation Document for those Securities as a circumstance that will cause an Unvested Security to lapse;
 - (c) in the case of Vested Securities, on the happening of any other circumstance determined by the Board and specified in the Invitation Document for those Securities as a circumstance that will cause an Vested Security to lapse; or
 - (d) if, in the opinion of the Board, the Securities are liable to clawback under any Clawback Policy.

10.5 Lapse of Securities where a Corporate Control Event occurs

If the Board makes a determination under Rule 14.1(c) that any Securities held by a Participant will lapse, those Securities will lapse on the date determined by the Board under that Rule 14.1(c).

10.6 Lapse of Options on Last Exercise Date

If a Participant fails to exercise any Vested Securities by the Last Exercise Date, those Options will lapse on the Last Exercise Date, unless the Board determines, in its absolute discretion, to extend the Last Exercise Date.

10.7 Timing of lapse

A Security held by a Participant will lapse upon the earliest to occur of:

- (a) the Security lapsing under any of Rules 10.1, 10.3, 10.4, 10.5 or 10.6; or
- (b) the date that is seven years after the Date of Grant for the Security or any other date nominated as the expiry date in the Invitation Document.

10.8 Entitlements and Performance Rights cease

On the lapse of a Security under this Rule 10, all rights of a Participant in respect of the Security under the Plan cease and no compensation will be payable to the Participant for the lapse of the Security.

11. Dealings with Securities

11.1 Options and Performance Rights personal

Except where Options or Performance Rights have been transferred under Rule 11.3, Options and Performance Rights held by a Participant are personal to the Participant and may not be exercised by another person.

11.2 No unauthorised disposal

Except as permitted under Rule 11.3, a Participant must not dispose of or grant a Security Interest over, or otherwise engage in any Dealing with, an Option or Performance Right or any interest in an Option or Performance Right, and any Security Interest or disposal or dealing granted or undertaken contrary to this Rule will:

- (a) be treated as void as against the Company, the members of the Company and any Participant; and
- (b) allow the Company to cancel, on terms determined by the Board, some or all of the Options or Performance Rights (as the case may be) of the Participant that has breached this Rule, including cancelling those Options or Performance Rights for nil consideration.

11.3 Permitted transfer of Options and Performance Rights

- (a) An Option or Performance Right may be transferred, by instrument of transfer, to a legal personal representative of the Participant.
- (b) The Board may determine that Options or Performance Rights may be transferred, by an instrument of transfer, where the transfer would be:
 - (i) a transfer constituting the necessary transfer documents following an acceptance of an offer made under an off-market bid made under Chapter 6 of the Corporations Act relating to Options or Performance Rights;
 - (ii) a transfer to a bidder on the sale of the Options or Performance Rights under Division 3 of Part 6A.1 of the Corporations Act;
 - (iii) a transfer to a 100% holder on the sale of the Options or Performance Rights under Division 2 of Part 6A.2 of the Corporations Act; or
 - (iv) a transfer under Part 6A.3 of the Corporations Act to a person entitled to acquire the Options or Performance Rights under section 661A or 664A of the Corporations Act.

The Board must notify Participants if a circumstance set out in this Rule 11.3(b) occurs and the Board authorises the transfer of Options or Performance Rights pursuant to this Rule.

- (c) The Board may (in its absolute discretion) determine that Options or Performance Rights may be transferred, by an instrument of transfer, where it believes that the Participant is subject to total permanent disability or severe financial hardship.

11.4 General requirements for Dealing

Any Dealing with any Securities or any right or obligation under this Plan must be undertaken in a form and manner approved by the Company acting reasonably.

12. Restrictions on hedging

Participants must not enter into any schemes, arrangements or transactions, including hedging arrangements, that hedge or protect the value of Securities issued under the Plan or Shares which will be issued, transferred or allocated on exercise of the Securities (as the case may be).

13. Participation rights, bonus issues, rights issues, reorganisations of capital and winding up

13.1 Application of this Rule

This Rule 13 only applies to Participants who hold Options or Performance Rights that have not lapsed in accordance with the Rules.

13.2 New issues

A Participant is not entitled to participate in any new issue to existing holders of securities in the Company by virtue of holding an Option or Performance Right unless:

- (a) the Option or Performance Right has become a Vested Security and been validly exercised by the Participant; and
- (b) a Share has been issued or transferred to, and registered in the name of, the Participant (in satisfaction of the Option or Performance Right) before the record date for the

determination of entitlements to the new issue of securities (in which case, the Participant will participate in the new issue as a result of being the holder of the Share).

The Company will give Participants, in accordance with the Listing Rules, notice of any new issue of securities before the record date for determining entitlements to the new issue.

13.3 Bonus issues

If the Company makes a bonus issue of Shares or other securities to existing holders of Shares (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) and no Share has been Allocated in respect of an Option or Performance Right held by a Participant before the record date for determining entitlements to the bonus issue, then:

- (a) the number of Shares to which the Participant is entitled on exercise of the Security will be increased by the number of Shares that the Participant would have received if the Participant had exercised the Security and acquired the underlying Share prior to such record date; and
- (b) no change will be made to the Exercise Price (if any).

13.4 Pro-rata issues

If the Company makes a pro-rata issue of Shares to existing holders of Shares (other than a bonus issue, or an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) and no Share has been Allocated in respect of a Security before the record date for determining entitlements to the issue, then the Exercise Price (if any) of the Security will be reduced in accordance with the relevant formula set out in the Listing Rules applying to such securities at the time of the pro-rata issue, and there will be no change to the number of Shares to which the relevant Participant is entitled on exercise of the Security.

13.5 Reorganisation of capital

If, prior to the Allocation of Shares to a Participant in respect of Options or Performance Rights held by the Participant, there is a reorganisation of capital of the Company (including a consolidation, subdivision, reduction or return of capital), then the rights of each Participant (including, where applicable, the number of Options or Performance Rights (or both), and the Exercise Price (if any)) will be amended to the extent necessary to comply with the ASX Listing Rules applying to a reorganisation of capital at the time of the reorganisation (whether or not the Listing Rules apply to the Company at the time and, in the case of Performance Rights, on the same basis as required by the ASX Listing Rules applying to Options).

13.6 Winding up

If, while a Participant holds Options or Performance Rights, a resolution for a members' voluntary winding up of the Company is proposed (other than for the purpose of a reconstruction or amalgamation) the Board may, in its discretion give written notice to the Participant of the proposed resolution, in which case, subject to the applicable Vesting Conditions (if any) being satisfied (or waived by the Board), the Participant may, during the period referred to in the notice, exercise the Security provided that no Security will be capable of exercise later than the Last Exercise Date.

13.7 Rounding

For the purposes of this Rule 13, if Securities, then the number of Shares or fractions of Shares that the Participant is entitled to be Allocated in respect of those Securities may be aggregated and, in the case of Securities with an Exercise Price, the Exercise Price payable by the Participant in respect of those Securities may be aggregated. Fractions in the aggregate number or amount will be dealt with as follows (unless otherwise required by the Listing Rules):

- (a) fractions in the aggregate number of Shares that the Participant is entitled to be Allocated on such exercise will be rounded down to the next lower whole number; and
- (b) fractions in the aggregate Exercise Price payable by the Participant on exercise will be rounded up to the next higher whole cent.

13.8 Calculations and adjustments

Any calculations or adjustments which are required to be made under this Rule 13 will be made by the Board and, in the absence of manifest error, are final and conclusive and binding on the Company and each Participant.

13.9 Notice of change

The Company must, within a reasonable period, give to each Participant notice of any change under Rule 13 to the Exercise Price (if any) of any Securities held by a Participant or to the number of Shares that the Participant is entitled to be Allocated following exercise of a Security.

14. Corporate Control Events

14.1 Treatment of Securities on a Corporate Control Event

Subject to Rule 14.4 and Applicable Law, and without limiting Rule 7.4, the Board may, in its discretion, determine that, where a Corporate Control Event has occurred or occurs in the future, any one or more of the following things will occur:

- (a) all or a specified proportion of any Unvested Securities then held by a Participant will be taken to have become Vested Securities (and that any Vesting Conditions applicable to those Unvested Securities that have not been, or are not then capable of being, satisfied will be waived), on a date determined by the Board, and that the First Exercise Date or Last Exercise Date (or both) for those Securities will be brought forward to an earlier date or dates determined by the Board;
- (b) if the Board has determined under paragraph (a) above that a specified proportion of any Unvested Securities then held by a Participant will be taken to have become vested Securities, the balance of those Unvested Securities will lapse on a date determined by the Board (or otherwise remain on foot); or
- (c) the First Exercise Date or Last Exercise Date (or both) for any Vested Securities then held by a Participant will be brought forward to an earlier date determined by the Board.

14.2 Board determinations under Rule 14.1

Without limiting Rule 14.1, the Board may make a determination under Rule 14.1:

- (a) at any time (including before an Invitation is made and Securities are issued to an Eligible Employee, or at any other time before (or at any time after) a Corporate Control Event occurs);
- (b) in respect of any one or more particular Eligible Employees, or Participants, or class of Eligible Employees or Participants;
- (c) in respect of any particular type or types of Securities; and
- (d) in respect of any particular Corporate Control Event, or any specified class or classes of Corporate Control Event (including any Corporate Control Events that satisfy any requirements or conditions determined by the Board).

14.3 Board determination as to pro rata vesting

In making any determination under Rule 14.1 as to a specified proportion of any Unvested Securities that will be taken to become Vested Securities, the Board may (without limitation) have regard to either or both of the following:

- (a) the proportion of the Performance Period applicable to those Unvested Securities (or, if no Performance Period applies to the Unvested Securities, the proportion of the period from the Date of Grant of those Securities to the date specified in Rule 7.2(b)) that has, or will have, elapsed when the relevant Corporate Control Event occurs (or by any later date determined by the Board); and
- (b) the extent to which any performance-based Vesting Conditions would be satisfied if they were measured and applied by reference to performance against those performance

conditions up to, or at the time of, the relevant Corporate Control Event or Board determination, and expectations of future performance against those conditions.

14.4 Terms of Invitation prevail

If the Board makes a determination under Rule 14.1 before an Invitation of Securities is made to an Eligible Employee, details of that determination must be included in the Invitation Document for that Invitation and the treatment of those Securities where a Corporate Control Event occurs will be determined in accordance with that determination to the extent that it is applicable in relation to the particular Corporate Control Event, but that determination will not otherwise be taken to limit the Board's powers under Rule 14.1.

15. Restriction on disposal of Shares acquired pursuant to exercise of Securities

15.1 Restricted Shares

This Rule 14 applies to Shares Allocated to a Participant pursuant to exercise of Securities if the Invitation Document for those Securities specified that any Shares so Allocated would be subject to restrictions on disposal under this Rule 14 and the period for which these restrictions would apply (**Restriction Period**). Any Shares to which this Rule 14 applies are **Restricted Shares** for the purposes of this Rule.

15.2 No disposal during Restriction Period

A holder of Restricted Shares must not dispose of or engage in any other Dealing with any of those Restricted Shares, or any interest in those Restricted Shares, for the duration of the Restriction Period.

15.3 Refusal to register transfer

- (a) Subject to the Listing Rules, 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 Restricted Shares, and the Company may take any other steps that it considers necessary or appropriate to enforce and give effect to the disposal restrictions under this Rule 14.
- (b) Each Participant:
 - (i) irrevocably authorises the Company to apply a Holding Lock to any Restricted Shares held by that Participant; and
 - (ii) undertakes not to request the removal of the Holding Lock (or permit or authorise another person to do so),
 - (iii) while those Restricted Shares are subject to restriction on disposal under this Rule 14.

15.4 Release of Holding Lock

On the expiry of any applicable Restriction Period, the Company must, as soon as reasonably practicable, lift the Holding Lock in respect of the relevant Shares and must notify the holder of the Shares that the Holding Lock has been lifted.

15.5 Notification upon request by Participant

The Company must, if requested, notify the holder of the Shares of the particular date on which when the Holding Lock was lifted under Rule 15.4.

16. Quotation of Options or Performance Rights

16.1 No Quotation of Options or Performance Rights

The Company will not seek official quotation of any Options or Performance Rights.

16.2 Quotation of Shares

If the Company is listed on ASX, the Company must, to the extent required by the ASX Listing Rule, apply to ASX for quotation of any Shares issued:

- (a) following exercise of Securities; or
- (b) if Shares are officially quoted by ASX at that time.

17. Power of Attorney

17.1 Appointment of Attorney

- (a) By applying for Securities the subject of an Invitation and agreeing to become a Participant and be bound by the Plan Rules, the relevant Participant irrevocably appoints the Company, each company secretary of the Company from time to time and any other person nominated from time to time by the Company (each an **Attorney**), severally, as the Participant's attorney, to:
 - (i) do all acts, matters and things (including executing any instrument of transfer or other document) that the Attorney considers necessary or desirable to Allocate Shares to the Participant in respect of any Vested Securities that have been exercised by the Participant, including all acts, matters and things to be done in order that Shares may be acquired by and registered in the name of the Participant;
 - (ii) do all acts, matters and things (including executing any instrument of transfer or other document) to exercise and give effect to the power of sale referred to in Rule 18.9(b); and
 - (iii) appoint an agent to do any of the things referred to in paragraphs (i) and (ii) above.
- (b) This power of attorney is given by each Participant for valuable consideration.

17.2 Ratification of Actions

The Participant will confirm and ratify everything which an Attorney may do pursuant to any power set out in Rule 17.1 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.

17.3 Indemnity

The Participant 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 Rule 17.

18. Administration

18.1 Plan operates in accordance with these Rules

The Plan operates in accordance with these Rules.

18.2 Powers of the Board

The Plan is administered by the Board. The Board has power to implement and carry out the Plan. Without limitation the Board will have the power to:

- (a) exercise all powers and discretions vested in it under these Rules;
- (b) construe and interpret the Plan, any Invitation, any Invitation Document, Application and any other agreement or document executed pursuant to the Plan;
- (c) determine the number of Securities that are issued to an Eligible Employee;
- (d) determine appropriate procedures and make regulations and guidelines for the administration and operation of the Plan that are not inconsistent with these Rules;

- (e) resolve conclusively all questions of fact or interpretation arising in connection with the Plan;
- (f) terminate or suspend the operation of the Plan at any time, provided that the termination or suspension does not adversely affect or prejudice the rights of Participants holding Options, Performance Rights or Restricted Shares at that time or contravene any Applicable Law;
- (g) take and rely on independent professional or expert advice in or in relation to the exercise of any of their powers or discretions under these Rules;
- (h) correct any defect, supply any omission or reconcile any inconsistency in the Plan, any Invitation, Invitation Document or Application;
- (i) appoint a trustee to acquire and hold Shares on behalf of Participants or otherwise for the purposes of the Plan; and
- (j) administer the Plan in accordance with these Rules as and to the extent provided in these Rules.

18.3 Delegation

The Board and the Company may each delegate any functions, powers and discretions conferred on it under these Rules or under any Invitation Document (including this power to delegate) to any committee, person or persons it considers appropriate, for such period and on such conditions as it thinks fit. Without limiting the generality of this Rule, the Board or the Company (as the case may be) may appoint, and delegate some or all of the responsibilities of administration of the Plan, to a third party provider of employee share plan administration services.

18.4 Exercise of powers or discretion

Any power or discretion which 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 that power or discretion, under any fiduciary or other obligation to another person, including a Participant.

18.5 Determinations

- (a) Where these Rules provide for a determination, decision, approval or opinion of the Board, that determination, decision, approval or opinion may be made or given by the Board in its absolute discretion.
- (b) Where these Rules refer to an opinion or state of mind (however described) of a group of persons (including the Board), the group of persons will be taken to have that opinion or state of mind if persons constituting a majority of the group each have that opinion or state of mind.
- (c) In the absence of manifest error, any determination, decision, approval or opinion of the Board as to the interpretation, effect or application of the Rules will be final.
- (d) Any calculations that are required to be made under these Rules or the terms and conditions applicable to any Security will be made by the Board and, in the absence of manifest error, will be final.

18.6 Company and Board's discretion

Subject to the express requirements of these Rules, the Company and the Board each have absolute and unfettered discretion:

- (a) to act or refrain from acting under these Rules or concerning the Plan; and
- (b) in exercising any power or discretion concerning the Plan or any rights under the Plan.

18.7 Expenses and costs

Subject to these Rules, the Group must pay all expenses, costs and charges incurred in the administration of the Plan (excluding any costs incurred by a Participant's disposal of Shares).

18.8 Board members not liable

To the extent permitted by law, no member of the Board (including delegates and sub-delegates of the Board) shall be liable for anything done, or omitted to be done by him or her or by any other member of the Board in connection with the Plan, except for his or her own wilful misconduct or as expressly provided by law.

18.9 Participants responsible for Tax in respect of Securities and Shares

- (a) Unless otherwise required by law, no Group Company is responsible for any Tax which may become payable by a Participant in connection with the issue, acquisition or disposal of Securities, or Shares Allocated to the Participant pursuant to the exercise of Securities, or any other dealing by a Participant with Securities or Shares.
- (b) If the Company or any other Group Company becomes liable to pay any 'TFN withholding tax (ESS)' pursuant to Section 14-155 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), or any other Taxes in respect of a Participant's Securities or Shares Allocated to the Participant pursuant to the exercise of Securities, the Company will, in addition to any rights afforded to it or any other Group Company by the *Taxation Administration Act 1953* (Cth) or any other legislation or by law and failing any arrangement satisfactory to the Company being entered into with the Participant to meet or reimburse the Company or any Group Company for any such Tax liability, be entitled to sell all or any of the Shares Allocated to a Participant under this Plan for and on behalf of, and as attorney for, the Participant and to apply the proceeds firstly in and towards meeting or reimbursing the Company or any Group Company for such Tax liability and to pay any balance to the Participant.

19. Amendment to Rules

19.1 Board may amend Rules

Subject to the Listing Rules and Rule 19.3, the Board may, in its discretion, at any time:

- (a) amend or add to any of these Rules (or the terms and conditions of any Security issued under the Plan); or
- (b) waive or modify the application of any of these Rules (or the terms and conditions of any Security issued under the Plan) in relation to any Participant or class of Participants.
- (c) Any amendment may be given such retrospective effect as the Board may determine from time to time.

19.2 Waiver or amendment

Neither the Board nor the Company will be taken to have waived any provision of, or any right or entitlement under, these Rules, or agreed to any amendment of or addition to the Rules, unless it does so expressly in writing and provided further that any waiver or amendment of, or addition to, these Rules (or of any right or other entitlement under these Rules) is permitted by the Listing Rules.

19.3 Consent of Participants required

Subject to Rule 19.4, if an amendment or addition proposed to be made under Rule 19.1 would adversely affect the existing rights of Participants in respect of any Securities then held by them, the Board must obtain the consent of Participants who between them hold not less than 75% of the total number of the particular Securities in respect of which Participants' rights would be adversely affected by the proposed amendment, before making the amendment or addition.

19.4 Exceptions to requirements of Rule 19.4

Rule 19.3 does not apply to any amendment or addition proposed under Rule 19.1 that the Board considers necessary or desirable:

- (a) to correct a manifest error or mistake;
- (b) for the primary purpose of ensuring that the maintenance, administration and operation of the Plan (including the making of Invitations, issue and vesting of Securities, exercise of

Securities and Allocation and release of Shares) complies with present and future Applicable Law (having regard to any changes or proposed changes in Applicable Law); or

- (c) having regard to any possible adverse taxation implications, or the conditions for maintaining or obtaining any concessional taxation treatment, for any Group Company or Participants in connection with the administration or operation of, or participation in, the Plan, including as a result of:
- (i) any changes to the Tax Act or any other applicable taxation legislation (including an official announcement by the Commonwealth of Australia);
 - (ii) the issue of any public or private rulings, determinations, interpretative decisions, circulars, decision impact statements, or other statements by the Commissioner of Taxation or any other person or authority administering applicable taxation legislation; or
 - (iii) changes in the interpretation of any applicable taxation legislation by a court of competent jurisdiction.

19.5 Exercise of discretions under Rules

To avoid doubt, the exercise by the Board of a discretion or power conferred or specifically contemplated by any other provision of these Rules or the terms of an Invitation will not constitute an amendment under Rule 19.1.

19.6 Eligible Employees outside Australia

The Board may make any additions, variations or modifications to the Rules it thinks necessary or desirable in relation to the implementation of the Plan, and the specific application of the Rules, to Eligible Employees residing outside Australia.

20. Rights of Participants

20.1 Participants' rights

These Rules:

- (a) do not confer on any Participant or its Nominating Employee any right or entitlement if that right or entitlement could only be provided with approval of the Company's shareholders and that approval has not been obtained;
- (b) do not confer on any Employee or its Nominating Employee the right to receive any Invitation, Options or Performance Rights, nor any basis for expecting that the Employee will receive any of those things;
- (c) do not confer on any Eligible Employee the right to continue as an Employee;
- (d) do not confer on any Eligible Employee the right to continued Employment;
- (e) do not form part of or constitute any variation to, and are not incorporated into, any contract with any Participant (whether or not they are an Employee);
- (f) do not affect any rights which the Company or an Associated Body Corporate may have to terminate the Employment of an Eligible Employee ; and
- (g) may not be used to increase damages in an action brought against the Company or an Associated Body Corporate in any circumstances, including in respect of the termination of Employment of an Eligible Employee.

20.2 Participants' acknowledgments

By accepting an invitation to participate in the Plan and submitting an Application to the Company, the Participant acknowledges that:

- (a) the Plan is established voluntarily by the Board, it is discretionary in nature and it may be modified, suspended or terminated by the Board at any time, as provided in the Plan;

- (b) participation in the Plan is voluntary and occasional and does not create any contractual or other right to future participation in the Plan, or benefits in lieu of participation in the Plan, even if participation is offered repeatedly;
- (c) all decisions with respect to future participation in the Plan, if any, will be at the absolute discretion of the Board;
- (d) the Participant's participation in the Plan will not create a right to further Employment with his or her employer;
- (e) Securities acquired pursuant to the Plan are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to any Group Company, and which are outside the scope of the Employment of the Participant or its Nominating Employee, if any;
- (f) the future value of the underlying Shares is unknown and cannot be predicted with certainty and the Shares may increase or decrease in value, even below the Exercise Price; and
- (g) the Participant will have no entitlement to compensation or damages as a result of any loss or diminution in value of Shares or any other rights acquired pursuant to the Plan, including, without limitation, as a result of the termination of its Participant or its Nominating Employee by any Group Company for any reason whatsoever and whether or not in breach of contract, and, upon commencing participation in the Plan, the Participant will be deemed irrevocably to have waived any such entitlement as might arise.

20.3 Rights on cessation of Employment

- (a) No person, whether a Participant or otherwise, has any claim, right or interest in respect of this Plan or other property, whether against any Group Company or any other person, as a consequence of cessation of that person's Employment or otherwise, except in accordance with these Rules.
- (b) Without limiting Rules 20.1 to 20.3, participation in the Plan does not form part of the remuneration of its Participant or its Nominating Employee for the purposes of determining payments in lieu of a notice of termination of Employment, severance payments, leave entitlements, or any other compensation payable to a Participant or its Nominating Employee upon the cessation of Employment.

20.4 Participation in other schemes

Participation in the Plan does not affect, and is not affected by, participation in any other incentive or other scheme of a Group Company unless the terms of that incentive or scheme provide otherwise.

20.5 Cessation of membership

A person ceases to be a Participant when all rights and obligations which the Participant is entitled to, or subject to, under the Plan have been satisfied or discharged in accordance with these Rules.

21. No representation as to Tax consequences

None of the Company, any other Group Company, any representative of or adviser to a Group Company, or the Board:

- (a) represents or warrants that the Plan will have any particular taxation or financial consequences or that any Eligible Employee or Participant will gain any taxation or financial advantage by participating in the Plan; and
- (b) are liable for any Taxes imposed upon or duties assessed against a Participant as a consequence of the Participant's participation in the Plan, the receipt by the Participant of Options, Performance Rights or Shares under the Plan or other Dealing in Options, Performance Rights or Shares by the Participant.

22. Data protection and disclosure to the Australian Taxation Office

By participating in the Plan, each Participant consents to:

- (a) the collection, use and transfer, in electronic or other form, of the Participant's personal information (i) as described in the Plan by the Company for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan and (ii) in accordance with the Company's Privacy Policy; and
- (b) the disclosure of information about the Plan and the Participants to the Australian Taxation Office which is required to be provided in accordance with the Company's reporting obligations under Australian tax legislation.

23. Notices

23.1 Service of notices

A notice, document, consent, approval or communication under these Rules (**Notice**) is validly given if it is:

- (a) hand delivered to the intended recipient;
- (b) sent by prepaid post to the intended recipient's address for Notices specified in Rule 23.3, as varied by any Notice given by the recipient to the sender;
- (c) in the case of a Notice to be given to an Eligible Employee, or a Participant, sent or notified by electronic means (including, without limitation, by electronic notification that the Notice may be accessed using electronic means specified in the notification) to the person's last known electronic address shown in the records of any Group Company, as varied by any Notice received by the Company (or, in the case of an Eligible Employee, any other Group Company that Employs Eligible Employee) from that person; or
- (d) given in any other manner that the Board from time to time determines.

23.2 Effective on receipt

A Notice given in accordance with Rule 23.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from a place outside Australia); and
- (c) if sent or notified by electronic means, on the day on which it is sent or notified,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

23.3 Address

The address for the purposes of giving a Notice is:

- (a) in the case of the Company, at the address of its registered office from time to time;
- (b) in the case of the Eligible Employee the address of the Eligible Employee as specified in the records of the Group Company that Employs the Eligible Employee.

24. Severability

If the whole or any part of a provision of this Plan, any Invitation Document, any Application or the terms of any Security is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remaining provisions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This Rule has no effect if the severance alters the basic nature of this Plan, any Invitation Document, any Application or any Security, or is contrary to public policy.

25. No liability for loss

The Group is not liable for costs or loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this Plan.

26. Governing law

These Rules and the rights and obligations of Participants under the Plan are governed by the laws of South Australia, Australia, and each Participant irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia, Australia.