

# AnteoTech Ltd Equity Incentive Plan

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These are the Rules of the AnteoTech Equity Incentive Plan.

## 1 Definitions and interpretation

### 1.1 Definitions

In these Rules, unless the context otherwise requires, the following terms and expressions will have the following meanings:

**AEST** means Australian Eastern Standard Time.

**Acceptance Form** means a duly completed and executed acceptance for the issue of Shares, Options or Performance Rights made by an Eligible Person in respect of an Offer, in the form approved by the Board from time to time.

**ASIC** means the Australian Securities and Investments Commission.

**Associated Bodies Corporate**, in relation to the Company, means:

- (a) a body corporate that is a Related Body Corporate of the Company; or
- (b) a body corporate that has voting power in the Company of not less than 20%; or
- (c) a body corporate in which the Company has voting power of not less than 20%.

**ASX** means the Australian Securities Exchange.

**ASX Operating Rules** means the ASX Rules that govern the ASX and its clearing and settlement facilities.

**Bad Leaver** has the meaning given in Rule 17.2.

**Board** means the board of directors of the Company.

**Business Day** means a day on which banks are open for general business in Brisbane, Queensland, excluding Saturdays, Sundays or public holidays.

**Casual Employee** means an individual who is, or might reasonably be expected to be, engaged to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with a Group Company.

**Certificate** means a certificate issued under Rule 12.3 in the form approved by the Board from time to time.

**Change of Control Event** occurs where:

- (a) an offer is made for Shares pursuant to a takeover bid under Chapter 6 of the Corporations Act and is, or is declared, unconditional; or
- (b) the Court sanctions under Part 5.1 of the Corporations Act a compromise or arrangement relating to 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 its amalgamation with any other company or companies; or
- (c) any other merger, consolidation or amalgamation involving the Company occurs which results in the holders of Shares immediately prior to the merger, consolidation or amalgamation being entitled to 50% or less of the voting shares in the body corporate resulting from the merger, consolidation or amalgamation; or
- (d) any Group Company enters into agreements to sell a majority in value of the businesses or assets (whether or not in the form of shares in a Group Company,

and whether in a single transaction or series of transactions) of the Group to a person, or a number of persons, none of which are Group Companies; or

- (e) the Board determines in its reasonable opinion, control of the Company has or is likely to change or pass to one or more persons, none of which are Group Companies.

**Class Order** means ASIC Class Order 14/1000 (and any amendment or replacement of that Class Order).

**Company** means AnteoTech Ltd ACN 070 028 625.

**Constitution** means the constitution of the Company.

**Contractor** means a person with whom a Group Company has entered into a contract for the provision of services under which:

- (a) the person (if an individual), performs work for a Group Company; or
- (b) if the person is a body corporate, an individual who is a director of the body corporate or that director's spouse, performs work for a Group Company,

where the individual who performs the work under or in relation to the contract is, or might reasonably be expected to be, engaged to work the number of hours that are the pro-rata equivalent of at least 40% a comparable full-time position with a Group Company.

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

**Deal or Dealing** means, in relation to a Share, Option or Performance Right:

- (a) to sell, transfer, assign, novate, swap, declare a trust over, grant a Security Interest over, dispose of or otherwise alienate or deal with any legal or equitable interest in the Share, Option or Performance Right (as applicable); or
- (b) taking any steps or attempting to do any of the things set out in paragraph (a).

**Directors** means the directors of the Company.

**Eligible Person** means a Relevant Person whom the Board determines is to be issued Equity Incentives under the Plan.

**Employee** means a person who is a:

- (a) full-time or part-time employee of a Group Company (including an executive director);
- (b) non-executive director of a Group Company;

**Equity Incentive** means (as applicable):

- (c) an Option;
- (d) a Performance Right; or
- (e) a Share.

**Exercise Notice** means a completed and executed Exercise Notice of an Option or Performance Right in the form approved by the Board from time to time.

**Exercise Period** means the period commencing on the First Exercise Date and ending at 5pm (AEST) on the Last Exercise Date.

**Exercise Price** means the exercise price of an Option or Performance Right.

**First Exercise Date** with respect to an Option or Performance Right means:

- (a) the date specified in an Offer or Certificate that the Option or Performance Right may commence to be exercised;
- (b) subject to paragraph (c), if no date is specified in an Offer or Certificate, the date of issue of the Option or Performance Right; or
- (c) the date determined under these Rules (if any).

**Forfeited Shares** means those Shares the ownership of which has been or is required to be (as the case maybe) forfeited under the Rules.

**Good Leaver** has the meaning given in Rule 17.1.

**Grant Conditions** means the conditions (if any) determined by the Board and specified in the Offer which are, subject to these Rules, required to be satisfied, reached or met before a Share, Option or Performance Right will be granted, whether or not it is granted subject to further Vesting Conditions.

**Group** means the Company and its Associated Bodies Corporate and **Group Company** means the Company or any of its Associated Bodies Corporate.

**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 a Participant.

**Holding Statement** means a statement issued by the share registry of the Company detailing a Participant's holding of Shares.

**Income Tax Assessment Act** means the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth) as appropriate.

**Issue Price** means the amount (if any) payable per Share, Option or Performance Right by an Eligible Person on application for Shares, Options or Performance Rights the subject of an Offer.

**Last Acceptance Date** means the last date by which an Eligible Person can accept an Offer.

**Last Exercise Date** with respect to an Option or Performance Right means:

- (a) the last date specified in an Offer or Certificate by which the Option or Performance Right may be exercised;
- (b) subject to paragraph (c), if no date is specified in an Offer or Certificate, the date two years after the First Exercise Date; or
- (c) the date determined under Rule 17 (if any).

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

- (a) the Corporations Act;
- (b) the Listing Rules, while the Company is listed;
- (c) the Constitution;
- (d) the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth);

- (e) any practice note, policy statement, regulatory guide, class order, declaration, guideline, policy, procedure, ruling, judicial interpretation or other guidance note made to clarify, expand or amend (a), (b), and (d) above; and
- (f) any other legal requirement that applies to the Plan.

**Listing Rules** means the official listing Rules of the Australian Securities Exchange as amended from time to time.

**Marketable Parcel** has the meaning given to that term in the ASX Operating Rules, as amended from time to time.

**Mental Illness** means, in relation to a Participant, the termination or cessation of a Relevant Person's employment, office or engagement with a Group Company as a result of mental illness, as determined by the Board.

**Nominee** means, in respect of an Eligible Person:

- (a) an immediate family member of the Eligible Person;
- (b) a corporate trustee of a self-managed superannuation fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993*) where the Eligible Person is a director of the trustee; or
- (c) a company whose members comprise no persons other than the Eligible Person or immediate family members of the Eligible Person.

**Offer** means an offer made to an Eligible Person to subscribe for one or more Shares, Options or Performance Rights under the Plan.

**Offer Document** means an offer document that complies with Rule 5.4 and the Class Order and is otherwise in the form approved by the Board from time to time.

**Option** means an option granted pursuant to these Rules to subscribe for one Share on and subject to these Rules and Offer terms.

**Participant** means an Eligible Person, or their Nominee, to whom Shares, Options or Performance Rights have been granted under the Plan.

**Plan** means the employee equity incentive scheme established in accordance with these Rules.

**Performance Right** means conditional right issued to a Participant under the Plan to receive a Share, subject to the terms of the Offer and these Rules.

**Related Body Corporate** has the same meaning given at section 50 of the Corporations Act.

**Redundancy** means, in relation to a Participant, the termination or cessation of a Relevant Person's employment with a Group Company as a result of redundancy, as determined by the Board.

**Relevant Person** means an Employee or a Contractor, as the case may be.

**Rules** means the Rules of the Plan set out in this document.

**Share** means a fully paid ordinary share in the Company.

**Shareholder** means a holder of Shares.

**Shareholder Approval** means any approval that needs to be obtained from Shareholders of the Company before an action is taken or determination made under these Rules.

**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)*).

**Special Circumstances** means with respect to a Participant:

- (a) Total and Permanent Disablement;
- (b) Mental Illness;
- (c) Redundancy; or
- (d) the death, or terminal illness, of the Eligible Person.

**Total and Permanent Disablement** means in relation to a Participant, the termination or cessation of a Eligible Person's employment, office or engagement with a Group Company as a result of total and permanent disablement, as determined by the Board.

**Unvested Share** means a Share that is not a Vested Share.

**Unvested Option** means an Option that is not a Vested Option.

**Unvested Performance Right** means a Performance Right that is not a Vested Performance Right.

**Vesting Conditions** means:

- (a) in the case of an Option, the vesting or other conditions (if any) as determined by the Board (in its absolute discretion) and set out in the Offer or Certificate which, subject to these Rules, are to be satisfied, reached or met before the Option vests and can be exercised;
- (b) in the case of a Performance Right, the vesting or other conditions (if any) as determined by the Board (in its absolute discretion) and set out in the Offer or Certificate which, subject to these Rules, are to be satisfied, reached or met before the Performance Right vests and can be exercised;
- (c) in the case of a Share, the conditions (if any) determined by the Board (in its absolute discretion) and set out in the Offer, limiting the rights of the Participant holding the Share to Deal with the Share or which might result in forfeiture of the Share.

**Vested Option** means an Option in respect of which the Board has determined that all the Vesting Conditions (if any) have been satisfied or waived.

**Vested Performance Right** means a Performance Right in respect of which the Board has determined that all the Vesting Conditions (if any) have been satisfied or waived.

**Vested Share** means a Share the subject of an Offer in respect of which the Board has determined that all of the Vesting Conditions (if any) attaching to the Share have been satisfied or waived.

**Vesting Notice** means a notice to a holder of a Share, Option or Performance Right that, to the extent specified in the vesting notice, the Vesting Conditions have been satisfied or waived.

**Vesting Period** means the period (if any) determined by the Board and specified in the Offer during which:

- (a) for an Offer of Shares, the Shares will be subject to Vesting Conditions; and
- (b) for an Offer of Options or Performance Rights, any Vesting Conditions (as applicable) are required to be satisfied (unless waived by these Rules) before the Options or Performance Rights vest.

## 1.2 *Interpretation*

In these Rules, unless the contrary intention appears:

- (a) words importing the singular include the plural and vice versa;
- (b) A term or expression starting with a capital letter:
  - (i) which is defined in the Corporations Act, but is not defined in these Rules, has the meaning given to it in the Corporations Act; and
  - (ii) which is defined in the GST Law, but is not defined in these Rules or the Corporations Act, has the meaning given to it in the GST Law.
- (c) references to these Rules, or any particular Rule or paragraph of these Rules, means these Rules, or the relevant Rule or paragraph, as amended from time to time;
- (d) references to any document means that document as amended or replaced from time to time;
- (e) reference to a person includes a reference to a body corporate (in its own capacity or as trustee) and any partnership;
- (f) references to a statute or other law include regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) references to the exercise of a power or discretion include a decision not to exercise the power or discretion;
- (h) references to a "year" mean any period of 12 months;
- (i) the words "include", "including" or "such as" are not used as, nor are they to be interpreted as words of limitation, and when introducing a list of items does not exclude a reference to other items whether of the same class or genus or not;
- (j) "Australian dollars", "dollars", "A\$" or "\$" is a reference to the lawful currency of Australia;
- (k) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (l) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (m) calculated exclusive of that day;
- (n) if an act under this agreement to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day.



### 1.3 *Heading*

Headings are for convenience only and, except where they are inserted as a means of cross-reference, do not affect the interpretation of these Rules.

## 2 Purpose

- (a) The Plan has been established by the Company to enable Eligible Persons to participate in the capital growth of the Company, by allowing Eligible Persons to be issued with Equity Incentives as determined by the Board.
- (b) As such the purpose of the Plan is to:
  - (i) reward, retain and motivate Eligible Persons;
  - (ii) reward Eligible Persons for performance and the creation of Shareholder value;
  - (iii) better align the interests of Eligible Persons with the interests of Shareholders by providing an opportunity for Eligible Persons to receive an equity interest in the form of Equity Incentives;
  - (iv) provide Eligible Persons with the opportunity to share in any future growth in value of the Company; and
  - (v) provide incentive for Eligible Persons to focus on the Company's longer term goals.

## 3 Commencement

The Plan will commence on a date determined by resolution of the Board.

## 4 General conditions

### 4.1 *Compliance with laws*

Despite these Rules or the terms of any Equity Incentive, no Equity Incentive may be offered, issued or exercised, and no Share may be issued pursuant to the exercise of Options or Performance Rights under the Plan:

- (a) if to do so:
  - (i) would contravene the Law; or
  - (ii) would contravene the local laws or customs of an Eligible Person's country of residence or, in the opinion of the Board, would require compliance with those local laws or customs which are impractical or unreasonably onerous;
- (b) while the Company is listed on ASX, to any person referred to in Listing Rule 10.14 (which includes a Director) without Shareholder Approval.

### 4.2 *Plan limits*

- (a) Where an Offer is made under the Plan in reliance on the Class Order, the Board must, at the time of making the Offer, have reasonable grounds to believe that the total number of Shares (or, in respect of Options or Performance Rights, the total number of Shares which would be issued if those Options or Performance Rights were exercised) will not exceed 5% of the total number of Shares on issue when

aggregated with the number of Shares issued or that may be issued as a result of offers made at any time during the previous 3 year period under:

- (i) the Plan or any other employee incentive scheme covered by the Class Order; or
- (ii) an ASIC exempt arrangement of a similar kind to an employee incentive scheme,

**(5% Limit).**

- (b) To avoid doubt, offers under the Plan that are not made in reliance on the Class Order or other ASIC class order or case-by-case relief are not included in the 5% Limit such as:
  - (i) an offer that did not need disclosure to investors under section 708 of the Corporations Act;
  - (ii) an offer that did not require the giving of a product disclosure statement under section 1012D of the Corporations Act;
  - (iii) an offer made under a disclosure document or product disclosure statement; or
  - (iv) an offer to a person situated at the time of receipt of the offer outside Australia.
- (c) The 5% Limit will be subject to adjustment or increase as may be permitted by Law.

#### 4.3 *Official Quotation*

- (a) Options and Performance Rights will not be quoted on ASX.
- (b) Application will be made to ASX for official quotation of any Shares issued for the purposes of the Plan, including pursuant to the exercise of Options and Performance Rights, to the extent required by the Listing Rules if Shares are listed on ASX at that time.

## 5 Offers

### 5.1 *Board to make Offer*

Subject to Rule 4.1, the Board, in its absolute discretion, may offer Equity Incentives to any Eligible Person from time to time as it determines, and. in doing so the Board may have regard to any or all of the following:

- (a) the Eligible Person's length of service with the Group;
- (b) the Eligible Persons contribution to the Group; or
- (c) any matter the Board considers relevant,

provided the terms of the Equity Incentives are consistent with the Listing Rules.

### 5.2 *Prospective Eligible Persons*

Subject to Rule 4.1, the Board may offer Equity Incentives to a person conditional on the person becoming an Eligible Person.

### 5.3 *Number of Equity Incentives*

Subject to Rule 4.2, the number of Equity Incentives the subject of an Offer to an Eligible Person will be determined by the Board in its discretion and in accordance with these Rules and any applicable Law.

### 5.4 *Form of Offer*

An Offer must be made in an Offer Document that includes or is accompanied by:

- (a) the date of the Offer;
- (b) the Eligible Person's name and address;
- (c) the Last Acceptance Date;
- (d) the maximum number of Equity Incentives which the Eligible Person may apply for;
- (e) the Grant Conditions (if any) of the Equity Incentive;
- (f) for an Offer of Shares:
  - (i) the Issue Price (if any) or the manner of determining the Issue Price (if any) of the Shares; and
  - (ii) details of the Vesting Conditions (if any);
- (g) for an Offer of Options or Performance Rights:
  - (i) the Issue Price (if any) or the manner of determining the Issue Price (if any) of the Options or Performance Rights;
  - (ii) details of the Vesting Conditions (if any) attaching to the Options or Performance Rights;
  - (iii) the Exercise Period;
  - (iv) the Exercise Price (if any) or the manner of determining the Exercise Price (if any) of the Options or Performance Rights;
- (h) the Vesting Period (if any) applicable to the Shares, Options or Performance Rights;
- (i) a prominent statement to the effect that:
  - (i) any advice given by the Company in relation to Equity Incentives issued under the Plan, and Shares issued upon exercise of the Options or Performance Rights, does not take into account an Eligible Person's objectives, financial situation and needs; and
  - (ii) the Eligible Person should consider obtaining their own financial product advice from a person who is licensed by ASIC to give such advice;
- (j) general information about the risks of acquiring and holding the Shares, Options or Performance Rights (and underlying Shares) the subject of the Offer;
- (k) an explanation of how an Eligible Person could, from time to time, ascertain the market price of the Shares underlying the Options or Performance Rights;
- (l) any other specific terms and conditions applicable to the Offer;
- (m) a copy of these Rules; and

(n) any other information that is required by Law or the Class Order.

#### 5.5 *Issue Price and Exercise Price*

The Issue Price (if any) for a Share, Option or Performance Right and the Exercise Price (if any) for an Option or Performance Right (subject to any adjustment under the Plan) will be determined by the Board at its absolute discretion.

#### 5.6 *Currency of Issue Price and Exercise Price*

Any Issue Price and any Exercise Price must be in Australian dollars, unless otherwise determined by the Board.

#### 5.7 *Offer personal*

Subject to Rule 5.9, an Offer is personal and can only be accepted by the Eligible Person to whom the Offer is made.

#### 5.8 *Terms*

The terms of an Offer are as determined by the Board (in its absolute discretion).

#### 5.9 *Nominee*

- (a) Upon receipt of an Offer, an Eligible Person may, by notice in writing to the Board, nominate a Nominee in whose favour the Eligible Person wishes the Shares, Options or Performance Rights the subject of the Offer to be issued.
- (b) The Board may, in its absolute discretion, not allow the Shares, Options or Performance Rights the subject of an Offer to be issued to a Nominee and is not obliged to give any reason for that decision.
- (c) If the Board allows the Shares, Options or Performance Rights the subject of an Offer to be issued to a Nominee, the Eligible Person must procure that the Nominee also agrees to be bound by the Rules (in a form acceptable to the Board).

## 6 *Vesting Conditions for Shares*

### 6.1 *Obligations*

Each Participant must:

- (a) only Deal in the Shares the subject of an Offer as permitted by the Vesting Conditions (if any); and
- (b) observe all Vesting Conditions relating to those Shares.

### 6.2 *Hedging not allowed*

If restricted by Law, a Participant may not enter into any arrangement for the purpose of hedging, or otherwise affecting their economic exposure to any Unvested Shares.

### 6.3 *Refusal to register transfer*

- (a) Subject to the Listing Rules:
  - (i) the Company must refuse to register a paper-based transfer, and must apply or cause to be applied a Holding Lock to prevent a transfer, of any Shares to which Vesting Conditions attach; and

- (ii) the Board on behalf of the Company may take any other steps that it considers necessary or appropriate, to enforce and give effect to any Dealing restrictions under the Vesting Conditions.
- (b) Each Participant irrevocably authorises the Board on behalf of the Company to apply a Holding Lock to any Shares held by that Participant to which Vesting Conditions attach.

#### 6.4 *Holding Statements Retained*

Until any Vesting Conditions for a Share (including relating to any Dealing) are satisfied, the Company may retain the Holding Statements for the Share and any Shares issued relating to the Share under a bonus or rights issue. The Company will promptly deliver any Holding Statements for a Share on the satisfaction of all Vesting Conditions for the Share.

#### 6.5 *Waiver*

- (a) The Board may, in its absolute discretion, by notice to the Participant reduce or waive the Vesting Conditions attaching to Shares (wholly or partly) at any time and from time to time. Any reduction or waiver may be subject to Shareholder Approval.
- (b) Any exercise of discretion under Rule 6.5(a) in connection with the termination of a Participant's employment, may require Shareholder Approval under the Corporations Act.

#### 6.6 *Vesting Notice*

For any Shares the subject to Vesting Conditions, the Company must give a Participant to whom the vesting Conditions apply a Vesting Notice once Vesting Conditions are satisfied or waived by the Board.

#### 6.7 *Cessation of Vesting Conditions*

On the earlier of:

- (a) a determination by the Board that any Vesting Conditions have been satisfied, reached or met; and
- (b) the Board waiving any all or any remaining Vesting Conditions;

then:

- (c) the Shares the subject of the Vesting Conditions become Vested Shares, and cease to be subject to the restrictions under this Rule 6 and the forfeiture provisions under Rule 10 (except to the extent provided for by Rule 20); and
- (d) the Board must, as soon as reasonably practicable, lift the Holding Lock in respect of those Shares notify the holder of the Shares that the Holding Lock has been lifted.

#### 6.8 *Notification upon request by Participant*

The Company must, if requested by the holder of Shares, notify that holder of the time when the Holding Lock was lifted.

## 7 Acceptance of Equity Incentive

### 7.1 *Acceptance of Offer*

- (a) Subject to Rule 7.1(b), an Eligible Person may accept an Offer by giving to the Company an Acceptance Form (and in the case of an Offer of Equity Incentives that have an Issue Price, payment of the Issue Price) by the Last Acceptance Date. In the Acceptance Form, the Eligible Person may nominate a Nominee to whom the Equity Incentives are to be issued (subject to approval by the Board in accordance with Rule 5.9).
- (b) An Eligible Person may not accept an Offer, and an Acceptance Form will not be accepted if, at the date the Acceptance Form would otherwise be accepted:
  - (i) the Eligible Person is not an Employee;
  - (ii) the Eligible Person has given notice of his or her resignation as an Employee; or
  - (iii) the Eligible Person has been given notice of termination of employment as an Employee.
- (c) The Board in its absolute discretion can refuse to allow an Eligible Person to participate in the Plan even though an Offer is made to, and Acceptance Form is received from, the Eligible Person in accordance with Rule 7.1(a).

### 7.2 *Partial acceptance of Offer*

An Eligible Person may accept an Offer in whole or in part, or in multiples as the Board may permit for the Eligible Person or generally from time to time.

### 7.3 *Lapse of Offer*

An Offer that is not accepted in accordance with Rule 7.1 will lapse at 5.00pm (AEST) on the Last Acceptance Date.

### 7.4 *Withdrawal of Offer prior to acceptance*

The Board may (subject to any Law) withdraw an Offer, if it has not yet been accepted in accordance with Rule 7.1.

### 7.5 *Capital Reconstructions*

In the event of a capital reconstruction, and subject to the Listing Rules, the Board may adjust any or all of the number of Shares issued, or to be issued, pursuant to the Offer to a Participant as the Board deems appropriate.

## 8 Issue of Shares

### 8.1 *Acceptance by Eligible Person*

By accepting an Offer for Shares in accordance with Rule 7.1, the Eligible Person and the Nominee (if applicable) will be taken to have:

- (a) agreed to become a Participant bound by these Rules;
- (b) irrevocably agreed to acquire Shares:
  - (i) under, and subject to, these Rules; and
  - (ii) on and subject to the terms and conditions of the Offer; and

- (c) agreed to become a shareholder of the Company and be bound by the Constitution upon the issue of Shares to the Participant.

## 8.2 *Acceptance by Company*

- (a) Subject to these Rules and the terms of an Offer, the Company will issue and register that number of Shares set out in the Acceptance Form in the name of the relevant Eligible Person or Nominee (if applicable). Nothing in any Offer or Acceptance Form, or in these Rules, will be taken to confer on any Eligible Person or Nominee (if applicable) any right or title to or interest in, any Shares until the Shares are so registered.
- (b) The Company will give notice, or cause notice to be given (including via a Holding Statement), to a Participant (or any person authorised to receive such notice on the Participant's behalf), in accordance with the Listing Rules, of the registration in the Participant's name of Shares issued under the Plan, including information on the following:
  - (i) the number of Shares issued to the Participant;
  - (ii) the date of issue of those Shares;
  - (iii) the Vesting Conditions (if any);
  - (iv) the Vesting Period (if any); and
  - (v) any other specific terms and conditions applicable.

## 8.3 *Clearance of Issue Price*

The Company is not obliged to issue Shares to the Participant until payment of the Issue Price (if any) is received by the Company in cleared funds.

## 8.4 *Shares to rank equally*

Unless otherwise determined by the Board at the time of an Offer, all Shares issued under the Offer will rank equally with existing Shares on and from their date of issue.

# 9 Rights Issues and Bonus Issues

## 9.1 *Entitlement to participate*

Subject to Rule 6, unless otherwise resolved by the Board when it makes an Offer, a Participant who holds the Shares issued pursuant to the Offer has the same entitlement as any other shareholder in the Company to participate in any rights issue or bonus issue.

## 9.2 *Restrictions that apply*

For those Shares held by the Participant that are subject to Vesting Conditions or any restrictions on Dealing, any shares issued to a Participant under the rights issue or bonus issue will be subject to these Rules and are taken to have the same Vesting Conditions and restrictions attaching to them as if they were the Shares issued under the Offer made to the Participant.

## 10 Forfeiture of Shares

### 10.1 *Unvested Shares*

A Participant's ownership of Unvested Shares will be forfeited by the Participant (or any person claiming through the Participant) to the Company (or otherwise as directed by the Board) on the earlier of:

- (a) the Board determining (in its absolute discretion) that any Vesting Condition applicable to the Unvested Shares has not been satisfied, reached or met in accordance with its terms or is otherwise not capable of being satisfied, reached or met;
- (b) forfeiture under Rule 17.1;
- (c) forfeiture under Rule 18 or Rule 19, as the case may be; or
- (d) unless the Board determines otherwise:
  - (i) the Participant purporting to Deal in the Unvested Shares in breach of the Vesting Conditions, other than as permitted under these Rules;
  - (ii) the Board providing written notice under Rule 20(a); or
  - (iii) the Participant purporting to enter into any arrangement in respect of the Unvested Shares in breach of Rule 14.2.

### 10.2 *Treatment of Forfeited Shares*

- (a) Once Forfeited Shares are forfeited, the Company must as soon as reasonably practicable:
  - (i) sell those Forfeited Shares in the ordinary course of trading on the stock market of the ASX; or
  - (ii) buy-back and cancel the Forfeited Shares; or
  - (iii) deal with the Forfeited Shares in any other manner determined by the Board from time to time.
- (b) To avoid doubt:
  - (i) the Company will hold full legal and beneficial title to any Forfeited Shares which are transferred to the Company under any power of attorney granted by a Participant at all times until those Forfeited Shares are disposed of by the Company;
  - (ii) no consideration or compensation will be payable to a Participant for or in relation to the forfeiture by the Participant of ownership of Shares held under the Plan.

### 10.3 *Conditions on forfeiture*

In making any determination as to the forfeiture or otherwise of the ownership of Shares or other entitlements under Rule 10 the Board may (in its absolute discretion) impose any conditions that it thinks fit.



## 11 Voting rights and dividends of Shares

- (a) Unless otherwise resolved by the Board when it makes an Offer, and subject to the terms of issue of the relevant Shares, a Participant is entitled to notice of a meeting of the Shareholders of the Company and may exercise any voting rights attaching to the Shares registered in the Participant's name which were the subject of the Offer.
- (b) The Board may determine, at the time of an Offer of Shares to a Participant, whether the Participant is entitled to all dividends declared or paid on Unvested Shares (including whether any such dividends are to be held in escrow until the Shares are fully vested).

## 12 Issue of Options or Performance Rights

### 12.1 *Acceptance by Eligible Person*

By accepting an Offer in accordance with Rule 7.1, the Eligible Person and the Nominee (if applicable) will be taken to have:

- (a) agreed to become a Participant bound by these Rules;
- (b) irrevocably agreed to acquire the Shares, Options or Performance Rights (and the Shares upon the exercise of Options or Performance Rights) the subject of the Offer:
  - (i) under, and subject to, these Rules; and
  - (ii) on and subject to the terms and conditions of the Offer.

### 12.2 *Acceptance by Company*

- (a) Unless provided for otherwise in an Offer, the Company will be deemed to have accepted an Eligible Person's Acceptance Form upon the issue to the Eligible Person (or Nominee, if applicable), of the Equity Incentives the subject of the Acceptance Form, and the notification to the Eligible Person and Nominee (as applicable) of the issue of the Equity Incentives (including via the issue of a Certificate).
- (b) Nothing in any Offer, the Acceptance Form, or these Rules, will be taken to confer on any Eligible Person or Nominee (if applicable) any right or title to or interest in, any Equity Incentives until they have been issued and notice is provided.

### 12.3 *Certificates*

The Company must give a Participant a Certificate in respect of Options and Performance Rights issued to the Participant.

### 12.4 *Interest in Shares*

A Participant:

- (a) has no right or interest in a Share the subject of an Option or Performance Right held by the Participant unless and until the Option or Performance Right is exercised and the Share is issued;

- (b) while the holder of an Option or Performance Right, does not have any rights to dividends, rights to vote or rights to the capital of the Company as a shareholder as a result of holding an Option or a Performance Right; and
- (c) subject to the Corporations Act and the Constitution, does not, as a holder of only an Option or a Performance Right, have any right to attend to vote at general meetings of holders of Shareholders.

## 13 Exercise of Options and Performance Rights

### 13.1 *Exercise*

- (a) Subject to Rules 4.1, 13.4 and 17, a Participant will be entitled to exercise an Option or any Performance Right (as the case may be):
  - (i) if any Vesting Conditions relating to that Option or Performance Right have been satisfied or waived; and
  - (ii) the Option or Performance Right is otherwise capable of exercise in accordance with the terms of the relevant Offer and these Rules.
- (b) Once an Option or Performance Right is capable of exercise in accordance with this Rule 13.1, it may be at any time during the Exercise Period, subject to these Rules.

### 13.2 *Exercise of Options or Performance Rights*

Options or Performance Rights granted to a Participant may only be exercised by delivery to the Company Secretary (at a time when the Options or Performance Right may be exercised) of:

- (a) the Certificate for the Options or Performance Rights or, if the Certificate for the Options or Performance Rights has been lost or destroyed, a declaration to that effect, accompanied by an indemnity in favour of the Company against any loss, costs or expenses which might be incurred by the Company as a consequence of its relying on the declaration that the certificate has been lost or destroyed;
- (b) an Exercise Notice signed by the Participant; and
- (c) payment to the Company of an amount in cleared funds equal to the Exercise Price multiplied by the number of Options or Performance Rights which are being exercised (unless there is no exercise price payable in respect of the Options or Performance Rights to be exercised).

### 13.3 *One or several parcels*

Subject to Rule 13.1, Options or Performance Rights may be exercised in one or more parcels of any size, provided that the number of Shares issued upon exercise of the number of Options or Performance Rights in any parcel is not less than a Marketable Parcel.

### 13.4 *Adjustment or Variation*

- (a) The Board may adjust or vary the terms of exercise of an Option or a Performance Right, including reducing or waiving the Vesting Conditions (wholly or partly) whole or in part at any time and from time to time. Any variation or adjustment will be subject to any requirements of the Law (including Shareholder Approval).

- (b) Any exercise of discretion under Rule 13.4(a) in connection with the termination of a Participant's employment, may require Shareholder Approval under the Corporations Act.
- (c) No adjustment or variation of the terms of exercise of an Option or a Performance Right of a Participant will be made without their consent if the adjustment or variation would materially prejudice the Participant (in respect of his or her outstanding Options or Performance Rights), other than an adjustment or variation introduced primarily:
  - (i) for the purpose of complying with or conforming with the Law governing or regulating the maintenance or operation of the Plan or like plans;
  - (ii) to correct any manifest error or mistake; or
  - (iii) to enable a member of the Group to comply with the Law, any applicable foreign law, or a requirement, policy or practice of the ASIC or other foreign or Australian regulatory body.

### 13.5 *Vesting*

If the grant or offer of Options or Performance Rights is subject to Vesting Conditions, the Company must give a Participant a Vesting Notice upon the Vesting Conditions being satisfied or waived by the Board.

### 13.6 *Issue of Shares*

If the items specified in Rule 13.2 are delivered in accordance with that Rule, the Company will, subject to Rule 4.1 and the Listing Rules (if relevant):

- (a) within 15 Business Days of delivery of the documents referred to in Rule 13.2 issue to the Participant the Shares in respect of the Options or Performance Rights that are exercised together with any additional Shares an entitlement to which has arisen under Rule 15 in consequence of the exercise of the Options or Performance Rights; and
- (b) cancel the Certificate delivered pursuant to Rule 13.2(a) and, if any Options or Performance Rights held by the Participant have not lapsed and remain unexercised, deliver to the Participant a replacement Certificate reflecting the number of those Options or Performance Rights which remain unexercised.

### 13.7 *Agrees to become a member*

Upon issue of Shares under the Plan, a Participant agrees to becoming a member of the Company and to be bound by the Constitution.

### 13.8 *Equal rank*

A Share issued on exercise of an Option or Performance Right will rank equally in all respects with Shares already on issue on the date of issue of the Shares, except for entitlements which had a record date before the date of issue of that Share.

## 14 Dealing with Options and Performance Rights

### 14.1 *No Dealing*

- (a) A Participant may not engage in any Dealing with any Options or Performance Rights issued under the Plan, unless:
  - (i) the prior consent of the Board is obtained, and the Board may impose such terms and conditions on such assignment, transfer, novation, encumbrance or disposal as it sees fit in its absolute discretion; or
  - (ii) such assignment or transfer occurs by force of law upon the death of a Participant to the Participant's legal personal representative.
- (b) Unless otherwise decided by the Board, where a Participant purports to Deal with an Option or Performance Right other than in accordance with Rule 14.1(a), the Option or Performance Right immediately lapses.

### 14.2 *Hedging not allowed*

If restricted by Law, a Participant may not enter into any arrangement for the purpose of hedging, or otherwise affecting their economic exposure to any Options or Performance Rights.

## 15 Lapse of Options and Performance Rights

### 15.1 *Lapse of Options or Performance Rights*

Unless otherwise specified in the Vesting Conditions an Option or a Performance Right lapses on the earlier of:

- (a) the Board determining that any Vesting Condition has not been satisfied, reached or met in accordance with its terms or is not capable of being satisfied, reached or met;
- (b) expiry of the Exercise Period; or
- (c) the Option or Performance Right lapsing in accordance with Rule 17, 18 or 19, as the case may be.

### 15.2 *On lapsing*

If a Participant's Options or Performance Rights lapse under Rule 15.1:

- (a) all rights of a Participant under the Plan in respect of those Options or Performance Rights are forfeited; and
- (b) the Company will:
  - (i) notify the Participant that the Options or Performance Rights have lapsed;
  - (ii) cancel the Options or Performance Rights;
  - (iii) if only some of the Options or Performance Rights the subject of a Certificate have lapsed, issue a replacement Certificate showing the remaining number of Options or Performance Rights held by the Participant that have not lapsed; and
  - (iv) not be liable for any damages or other amounts to the Participant in respect of the Options or Performance Rights.

## 16 New issues, reorganisations of capital and winding up

### 16.1 *Application of this Rule*

This Rule 16 applies to Participants who hold Options or Performance Rights that have not been exercised and which have not lapsed.

### 16.2 *New issues*

- (a) Participants holding Options or Performance Rights are not entitled to participate in any new issue of securities to existing holders of Shares in the Company unless:
  - (i) they have become entitled to exercise their Options or Performance Rights under the Plan; and
  - (ii) they exercise their Options or Performance Rights and receive Shares before the record date for the determination of entitlements to the new issue of securities and participate as a holder of Shares.
- (b) In accordance with the Listing Rules, the Company will give Participants notice of any new issue of securities before the record date for determining entitlements to the new issue.

### 16.3 *Bonus issues*

- (a) If:
  - (i) the Company makes a bonus issue of Shares to existing holders of Shares (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment); and
  - (ii) no Share has been issued in respect of an Option or Performance Right before the record date for determining entitlements to the bonus issue,
 then the number of underlying Shares over which the Option or Performance Right is exercisable will be increased by the number of Shares which the Participant would have received if the Participant had exercised the Option or Performance Right before the record date for the bonus issue.
- (b) If Rule 16.3(a) applies, no adjustment will be made to the applicable Exercise Price.

### 16.4 *Pro rata issues*

If:

- (a) the Company makes a pro rata issue of Shares (except a bonus issue in Rule 16.3 above) to existing holders of Shares (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment); and
- (b) no Share has been issued in respect of an Option or Performance Right before the record date for determining entitlements to the pro rata issue,

the Exercise Price of the Option or Performance Right will be reduced according to the formula specified in the Listing Rules.

### 16.5 *Reorganisation of capital*

If there is a reorganisation of the issued capital of the Company (including a consolidation, subdivision, reduction or return) then the rights of a Participant (including

the number of Options or Performance Rights to which each Participant is entitled and the Exercise Price) will be changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation.

#### 16.6 *Winding up*

If 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 absolute discretion, give written notice to Participants of the proposed resolution. Subject to the Vesting Conditions, the Participants may, during the period referred to in the notice, exercise their Options or Performance Rights.

#### 16.7 *Fractions*

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

#### 16.8 *Calculations and adjustments*

Any calculations or adjustments which are required to be made under this Rule 16 will be made by the Board and, in the absence of manifest error, are final and conclusive and binding on the Company and the Participant.

#### 16.9 *Notice of adjustments*

If the number of Shares underlying an Option or Performance Right or the Exercise Price is adjusted pursuant to these Rules, the Company will give notice of the adjustment to the Participant and the ASX together with the calculations on which the adjustment is based.

### 17 Termination

#### 17.1 *Good Leaver*

Subject to clause 17.3, if an Eligible Person who is a Participant or who nominated a Nominee to receive Shares, Options or Performance Rights under the Plan ceases to be an Employee due to a Special Circumstance or otherwise for reasons other than as a Bad Leaver (**Good Leaver**):

- (a) all Unvested Shares held by the Participant are forfeited by the Participant under Rule 10;
- (b) Unvested Options and/or Unvested Performance Rights held by the Participant lapse in accordance with Rule 15; and
- (c) Vested Options or Vested Performance Rights of that Participant that have not been exercised continue in force and remain exercisable for 3 months after the Eligible Person ceases to be an Employee, such that a Good Leaver has 3 months from the date the Eligible Person ceases to be an Employee to exercise Vested Options or Vested Performance Rights.

## 17.2 *Bad Leaver*

Subject to clause 17.3, if an Eligible Person who is a Participant or has nominated a Nominee to receive Shares, Options or Performance Rights under the Plan ceases to be an Employee due to:

- (a) dismissal for cause or poor performance; or
- (b) any other circumstances (other than due to a Special Circumstance) determined by the Board to constitute a Bad Leaver,

(being a **Bad Leaver**),

then, subject to compliance with the Listing Rules and the Corporations Act:

- (c) any Unvested Shares held by the Participant will be forfeited by the Participant in accordance with Rule 10;
- (d) Unvested Options or Unvested Performance Rights held by the relevant Participant will immediately lapse in accordance with Rule 15; and
- (e) any Vested Options or Vested Performance Rights that have not been exercised will lapse in accordance with Rule 15 on the date the Eligible Person ceases to be an Employee or Contractor (as the case may be).

## 17.3 *Board discretion*

- (a) If an Eligible Person who:
  - (i) is a Participant; or
  - (ii) nominated a Nominee to receive Unvested Shares, Unvested Options or Unvested Performance Rights under the Plan,

ceases to be an Employee during the Vesting Period, despite the provisions of Rule 17.1 or 17.2, the Board may, subject to compliance with the Listing Rules and the Corporations Act (which may require Shareholder Approval), determine to treat any Unvested Shares, Unvested Options or Unvested Performance Rights held by the relevant Participant in any way other than in the manner set out in Rule 17.1 or 17.2, if the Board determines that the relevant circumstances warrant such treatment.

- (b) The Company must, within 14 days of the Board making a determination as to how to treat any Unvested Shares, Unvested Options or Unvested Performance Rights in accordance with Rule 17.3(a):
  - (i) give notice to the Participant affected by the determination of the effect of the determination on the remaining Unvested Shares, Unvested Options or Unvested Performance Rights held by the Participant; and
  - (ii) issue a replacement Certificate for the Unvested Shares, Unvested Options or Unvested Performance Rights to the extent that the details set out in the Certificate require amendment as a result of the determination.

## 18 Change of Control Events

### 18.1 *Change of Control Event*

If a Change of Control Event occurs, subject to the Listing Rules, all Unvested Shares, Unvested Options and Unvested Performance Rights held by a Participant will automatically vest and become immediately exercisable with such vesting deemed to have taken place immediately prior to the effective date of the Change of Control Event, regardless of whether or not the employment, engagement or office of the Participant is terminated or ceases in connection with the Change of Control Event.

### 18.2 *Notice to Participants*

The Company will give written notice of any proposed Change of Control Event to each Participant.

## 19 Breach, fraud or misconduct

If the Board determines (in its absolute discretion) that a Participant (or an Eligible Person who has nominated a Nominee to receive Shares, Options or Performance Rights under the Plan) at any time:

- (a) has been dismissed or removed from office for a reason which entitles a Group Company to dismiss the Participant (or Eligible Person) without notice;
- (b) has been convicted on indictment of an offence against the Corporations Act in connection with the affairs of a Group Company;
- (c) has had a judgement entered against him or her in civil proceedings in respect of the contravention by the Participant (or Eligible Person) of his or her duties at law, in equity or under statute in his or her capacity as an executive or Director of a Group Company;
- (d) has committed an act of fraud, defalcation or gross misconduct in relation to the affairs of that body corporate (whether or not charged with an offence);
- (e) is in material breach of any of his or her duties or obligations to a Group Company; or
- (f) has done an act which brings a Group Company into disrepute,

the Board may determine that:

- (i) all Unvested Shares held by the relevant Participant will be forfeited by the Participant in accordance with Rule 10;
- (ii) all Options or Performance Rights held by the relevant Participant will lapse in accordance with Rule 15.

## 20 Clawbacks

If the Board becomes aware of a material misstatement in the Company's financial statements or some other event has occurred which, as a result, means that the Vesting Conditions in respect of certain Vested Shares, Vested Options or Vested Performance Rights were not, or should not have been determined to have been, satisfied, then the Participant will cease to be entitled to those Vested Shares (**Affected Shares**), Vested Options (**Affected Options**) or Vested Performance Rights (**Affected Performance Rights**) and the Board may:



- (a) by written notice to the Participant cancel the relevant Affected Options or Affected Performance Rights for no consideration or determine that the Affected Shares are Forfeited Shares for the purposes of Rule 10;
- (b) by written notice to the Participant require that the Participant pay to the Company the after tax value of the Affected Shares or Affected Options or Affected Performance Rights (and which have been converted into Shares), with such payment to be made within 30 Business Days of receipt of such notice or such later period as is determined by the Board; or
- (c) adjust fixed remuneration, incentives or participation in this Plan of a relevant Participant or Eligible Person, as the case may be, in the current year or any future year to take account of the after tax value of the Affected Shares, Affected Options or Affected Performance Rights.

## 21 Amendment of Rules

Subject to the Listing Rules (including any waiver granted under such Listing Rules) while the Company is listed, the Board (without the need to obtain Shareholder Approval) may from time to time amend (including the power to revoke, add to or vary) all or any provisions of the Rules in any respect whatsoever, by an instrument in writing, provided that rights or entitlements in respect of any Share, Option or Performance Right granted before the date of amendment will not be reduced or adversely affected unless prior written approval from the affected Participant(s) is obtained.

## 22 Plan Administration

- (a) The Board may appoint for the proper administration and management of the Plan, such persons as it considers desirable and may delegate thereto such authorities as may be necessary or desirable for the administration and management of the Plan.
- (b) Subject to these Rules, the Board may make such regulations and establish such procedures for the administration and management of the Plan as its considers appropriate.
- (c) The decision of the Board as to the interpretation, effect or application of the Rules will be final.

## 23 Eligible Person rights

The participation in the Plan by a Group Company or any Eligible Persons or holders of an Equity Incentive, or anything contained in these Rules, does not prejudice or affect the right of a Group Company to dismiss any Eligible Person or holder of an Equity Incentive or to vary the terms of employment or engagement of any Eligible Person or holder of an Equity Incentive. The participation or the rights or benefits of an Eligible Person or holder of an Equity Incentive under the Rules cannot be used as grounds for granting or increasing damages in any action brought by an Eligible Person or holder of an Equity Incentive against a Group Company whether in respect of any alleged wrongful dismissal or otherwise.

## 24 Appointment of Attorney

Each Participant, in consideration of an Offer:

- (a) irrevocably appoints the Company, its officers and any person nominated from time to time by the Company (each an "attorney"), severally, as the Participant's attorney to complete and execute any documents including applications for Shares and Share transfers and to do all acts or things on behalf of and in the name of the Participant which may be convenient or necessary for the purpose of giving effect to the provisions of these Rules;
- (b) agrees to ratify and confirm any act or thing done pursuant to this power;
- (c) releases each member of the Group and the attorney from any liability whatsoever arising from the exercise of the powers conferred by this Rule; and
- (d) indemnifies and holds harmless each member of the Group and the attorney in respect of the exercise of this power.

## 25 ASIC relief

Despite any other provisions of these Rules, every provision set out in an exemption or modification granted from time to time by the ASIC in respect of the Plan pursuant to its power to exempt and modify the Corporations Act and required to be included in the Plan in order for that exemption or modification to have full effect, is deemed to be contained in the Plan. To the extent that any covenant or other provision deemed by this Rule to be contained in the Plan is inconsistent with any other provision in the Plan, the deemed covenant or other provision will prevail.

## 26 Contravention of Laws

- (a) No act will be done or determination made in accordance with the Plan where to do so would be a breach of any Law, and where any such act is done or determination made it will be considered void and to the extent possible be unwound and of no effect.
- (b) Despite any other provision of these Rules or in any Offer Document, the Company's obligation to issue or procure Shares upon the exercise of an Equity Incentive will be subject to the following:
  - (i) completion of such registration or other qualification of such Shares and the receipt of any approvals of governmental authority or stock exchange as the Company will determine to be necessary or advisable in connection with the authorisation, issuance or sale thereof;
  - (ii) the admission of such Shares to listing on any stock exchange(s) or over-the-counter market on which the Shares may then be quoted; and
  - (iii) the receipt from the Participant of such representations, agreements and undertakings, including as to future dealings in such Shares, as the Company determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any applicable jurisdiction.

- (c) In connection with clause 26(b), the Company will, to the extent necessary, take all steps determined by the Board, in its discretion, to be reasonable to obtain such approvals, registrations and qualifications as may be necessary for the issuance or procurement of such Shares in compliance with applicable securities laws and for the listing or quotation of such Shares on any stock exchange(s) on which the Shares are then listed or quoted.

## 27 Miscellaneous provisions

### 27.1 *Instructions by Participants*

For the purposes of these Rules, the Board, the Company and any Employer is entitled to regard any notice, direction or other communication given or purported to be given by or on behalf of a Participant (or a legal personal representative of a Participant) as valid, whether given orally or in writing. Any notice, direction or other communication given or purported to be given by or on behalf of a Participant (or a legal personal representative of a Participant) or any other person under these Rules to the Company or the Employer is duly given only if actually received by the Company or Employer (as the case may be).

### 27.2 *Notices*

Any notice, certificate, consent, approval, waiver or other communications given by the Board, the Company or the Employer is deemed to have been duly given if:

- (a) sent by electronic mail or delivered by hand; or
- (b) sent by ordinary prepaid mail, and is deemed to have been served;
- (c) if sent by electronic mail or delivered by hand, at the time of sending or delivery; or
- (d) if posted, 5 Business Days (or, if posted to a Participant's address outside Australia, 10 Business Days) after the date of posting.

Delivery, transmission and postage is to the address of any Participant as indicated on the Acceptance Form, any other address as the Board or any Participant may notify to the other or in the case of a Participant who is an Employee, the address of the place of business at which the Participant performs the whole or substantially the whole of the duties of his or her office or employment or engagement.

### 27.3 *Constitution and Listing Rules*

These Rules and the terms of any Offer are subject to the Company's constitution, the Corporations Act and the Listing Rules. If there is any inconsistency between these Rules, any the terms of any Offer and the Listing Rules, then the Listing Rules will prevail to the extent of any inconsistency (if the Company is Listed).

### 27.4 *Governing law*

These Rules are governed by the laws in force in Queensland and is construed and takes effect in accordance with those laws.

### 27.5 *Payments net of tax*

If, when the Company makes or is deemed to make a payment to a Participant under these Rules, the Company is obliged to deduct or withhold any amount of tax or other government levy or impost, the payment to the Participant is to be made net of the deduction or withholding.

**27.6 *Stamp duty on transfers to Participants***

The Board may, when the Company issues or transfers securities to a Participant under these Rules, require the Participant to provide the Board with an amount of money which the Board estimates is necessary to meet the Participant's liability (if any) to pay stamp duty or other taxes in respect of the issue or transfer. Where the Board is provided with funds for that purpose, the Board must apply the funds in payment of the stamp duty or other tax, arrange for registration of the transfer on the Participant's behalf and return any excess funds to the Participant.