



**REDHILL** EDUCATION

**RedHill Education Limited**

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# **Employee Share Option Plan Rules**

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# RedHill Education Limited

## Employee Share Option Plan Rules

### 1 Introduction

#### 1.1 Name of Plan

*The Plan is called the **Red Hill Education Employee Share Option Plan**.*

#### 1.2 Objects of Plan

*The objects of the Plan are to:*

- (1) *provide an incentive for Eligible Employees to remain in their employment in the long term;*
- (2) *recognise the ongoing ability of Eligible Employees and their expected efforts and contribution in the long term to the performance and success of the Group; and*
- (3) *provide Eligible Employees with the opportunity to acquire Options, and ultimately Shares, in the Company, in accordance with these Rules.*

#### 1.3 Commencement of Plan

*The Plan commences on the date determined by the Plan Committee.*

### 2 Defined terms and interpretation

#### 2.1 Defined terms

*In these Rules, unless the context otherwise requires:*

- (1) **Accelerated Vesting Event** *means the occurrence of:*
  - (a) *a Special Circumstance in respect of a Participant; or*
  - (b) *prior to the Vesting Date:*
    - (i) *the acquisition by a person or entity (directly or indirectly) of not less than 50% of the issued shares in the Company, whether by private treaty or as a result of a takeover bid or a members' scheme of arrangement in accordance with the Applicable Laws; or*
    - (ii) *any other similar event as the Plan Committee may at any time determine;*
- (2) **Applicable Law** *means one or more, as the context requires of:*
  - (a) *the Corporations Act;*
  - (b) *Corporations Regulations;*
  - (c) *the Listing Rules (if any Shares are officially quoted on the ASX);*
  - (d) *the Tax Act;*

- (e) *the Tax Administration Act;*
  - (f) *any other applicable practice note, policy statement, class order, declaration, guideline, policy, procedure, ruling or guidance note made to clarify or expand any of (a) to (e) above; and*
  - (g) *the constitution of the Company;*
- (3) **ASIC** *means the Australian Securities and Investments Commission;*
- (4) **ASX** *means ASX Limited ACN 008 624 691 or the market conducted by it (as the context requires);*
- (5) **Board** *means all or some of the directors of the Company acting as a board or its delegate under section 198D of the Corporations Act;*
- (6) **Certificate** *means, with respect to an Option, a certificate issued under these Rules in the form approved by the Plan Committee from time to time;*
- (7) **Company** *means Red Hill Education Limited ACN 119 952 493;*
- (8) **Corporations Act** *means the Corporations Act 2001 (Cth);*
- (9) **Corporations Regulations** *means any and all regulations made under the Corporations Act;*
- (10) **Date of Grant** *means, with respect to an Option, the date on which the Plan Committee grants the Option to an Eligible Employee;*
- (11) **Director** *means a director of the Company;*
- (12) **Eligible Employee** *means an Employee whom the Plan Committee determines is to be issued Options under the Plan;*
- (13) **Employee** *means:*
- (a) *an individual whom the Plan Committee determines to be in the full-time or part-time employment of a body corporate in the Group (including any employee on parental leave, long service leave or other special leave as approved by the Plan Committee);*
  - (b) *a director of a body corporate in the Group who holds a salaried employment or office in a body corporate in the Group;*
  - (c) *a director of the Company;*
  - (d) *an individual who provides services to a body corporate in the Group whom the Plan Committee determines to be an Employee for the purposes of the Plan; or*
  - (e) *an individual otherwise in the employment of a body corporate in the Group whom the Plan Committee determines to be an Employee for the purposes of the Plan;*
- (14) **Exercise Date** *means the date on which a Notice of Exercise is provided to the Company;*
- (15) **Exercise Period** *means the period commencing on the First Exercise Date and ending on the Last Exercise Date;*

- (16) **Exercise Price** means the amount payable by the holder of an Option on the exercise of the Option, being the amount fixed at the time of the issue of the Option and as determined under Rule 5.3;
- (17) **First Exercise Date** with respect to an Option means the earlier of:
- (a) the day after the Vesting Date; and
  - (b) the date on which a Special Circumstance arises in respect of the Participant holding the Option,
- or such other date or event as the Plan Committee in accordance with the Rules may substitute for that date and/or event(s);
- (18) **Group** means the Company and its Subsidiaries;
- (19) **Holding Lock** has the meaning given to it in Listing Rule 19.12;
- (20) **Holding Lock Period** means, unless otherwise determined by the Board, the period of 2 years commencing from the Exercise Date;
- (21) **KPIs** means the Participant's Key Performance Indicators (if any) set out in the Certificate, or as determined by the Board from time to time;
- (22) **Last Exercise Date** with respect to an Option means, unless otherwise specified in a Certificate in respect of that Option:
- (a) the date five years after the Date of Grant; or
  - (b) if a Special Circumstance arises in respect of a Participant during those five years, then the date 12 months (or such longer period as may be determined by the Plan Committee) after the Special Circumstance arises;
- (23) **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;
- (24) **Listing Rules** means the listing rules of ASX;
- (25) **Notice of Exercise** means a duly completed and executed notice of exercise of an Option by a Participant, in the form approved by the Plan Committee from time to time;
- (26) **Option** means an option issued to a Participant under the Plan to subscribe for a Share;
- (27) **Participant** means a person who holds Options issued under the Plan and includes, if a Participant dies or becomes subject to a legal disability, the Legal Personal Representative of the Participant;
- (28) **Plan** means the Red Hill Education Limited Employee Share Option Plan governed by these Rules;
- (29) **Plan Committee** means the Employee Option Plan Committee or another committee of the Board to which power to administer the Plan has been delegated, or the Board;

- (30) **Redundancy** means the termination or cessation of a Participant's employment or office with a body corporate in the Group as a result of redundancy, as determined by the Plan Committee;
- (31) **Rules** means the rules governing the operation of the Plan set out in this document, as amended from time to time;
- (32) **Security Interest** means:
- (a) a mortgage, charge, assignment by way of security, pledge, lien, hypothecation, title retention arrangement, encumbrance or other third party interest of any nature;
  - (b) any arrangement having a commercial effect equivalent to anything in (a); and
  - (c) any agreement to create an interest described in (a) or an arrangement described in (b);
- (33) **Share** means a fully paid ordinary share in the capital of the Company;
- (34) **Shareholder** means a holder of Shares;
- (35) **Share Trading Policy** means the Company's trading policy with respect to Shares;
- (36) **Special Circumstance** means with respect to a Participant:
- (a) Total and Permanent Disablement;
  - (b) the death of the Participant;
  - (c) redundancy of the Participant; and
  - (d) any other circumstances as the Plan Committee may at any time determine (whether in relation to the Participant, a class of Participants, particular circumstances or a class of circumstances) and whether before or after the Date of Grant;
- (37) **Subsidiary** means:
- (a) a body corporate of which the Company is a holding company in terms of Division 6 of Part 1.2 of the Corporations Act that the Plan Committee has approved for participation in the Plan; or
  - (b) a body corporate in which the Company has voting power of not less than 20% (determined under section 610 of the Corporations Act) that the Plan Committee has approved for participation in the Plan;
- (38) **Tax** includes any tax (direct or indirect), levy, impost, GST, deduction, charge, rate, contribution, duty or withholding which is assessed (or deemed to be assessed), levied, imposed or made by any government or any governmental, semi-governmental or judicial entity or authority together with any interest, penalty, fine, charge, fee or other amount assessed (or deemed to be assessed), levied, imposed or made on or in respect of any or all of the foregoing;
- (39) **Tax Act** means the Income Tax Assessment Act 1936 (Cth) or the Income Tax Assessment Act 1997 (Cth) or both, as the context requires;
- (40) **Tax Administration Act** means the Taxation Administration Act 1953 (Cth);

- (41) **Total and Permanent Disablement** means the termination or cessation of a Participant's employment with the Company or a Subsidiary as a result of total and permanent disablement, as determined by the Plan Committee;
- (42) **Vesting Conditions** has the meaning given in Rule 6.2; and
- (43) **Vesting Date** means the third anniversary of the Date of Grant of the Options unless otherwise specified in a Certificate in respect of the Option.

## 2.2 Interpretation

In these Rules, unless the context otherwise requires:

- (1) headings are for convenience only and do not affect the interpretation of these Rules;
- (2) reference to any legislation or a provision of any legislation includes a modification or re-enactment of the legislation or a legislative provision substituted for, and all legislation and statutory instruments and regulations issued under, the legislation;
- (3) words denoting the singular include the plural and vice versa;
- (4) words denoting a gender include the other genders;
- (5) reference to any document or agreement includes reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (6) where any word or phrase is given a defined meaning in these Rules, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (7) reference to a rule or paragraph is a reference to a rule or paragraph of these Rules, or the corresponding Rule or Rules of the Plan as amended from time to time; and
- (8) where an act or thing must be done on a particular day or within a particular period, that act or thing must be done before, and that period ends at, 5.00pm Sydney, Australia time on the relevant day.

## 2.3 Primary instruments

These Rules are to be interpreted subject to the Applicable Laws.

# 3 Principal conditions

## 3.1 Options issued only to Employees

No Options may be issued to a person under the Plan unless the person remains an Employee as at the Date of Grant, or the Plan Committee determines otherwise.

## 3.2 Compliance with laws

No Option may be issued to, or exercised by, an Eligible Employee or Participant if to do so would contravene an Applicable Law, including Listing Rules 6.15 to 6.24 (if any Shares are officially quoted on the ASX).

## 4 Operation of the Plan

*The Plan operates according to these Rules which bind the Company, any Subsidiary and each Participant.*

## 5 Issue of Options

### 5.1 Plan Committee may determine issue

*Subject to these Rules, the Plan Committee may from time to time determine that the Company will issue Options to an Eligible Employee.*

### 5.2 Number of Options

*The number of Options the subject of an issue to an Eligible Employee is as determined by the Plan Committee.*

### 5.3 Exercise Price

*Subject to any adjustment under Rule 10, the Exercise Price in respect of an Option is as determined by the Plan Committee.*

### 5.4 Exercise Price in Australian dollars

*The Exercise Price in respect of an Option must be denominated and payable in Australian dollars.*

### 5.5 Eligible Employee becomes a Participant

*On the issue of an Option to an Eligible Employee, the Eligible Employee becomes a Participant and is bound by these Rules.*

### 5.6 Certificates

*The Company must give a Participant one or more Certificates stating (or which, if applicable, attach a separate document stating):*

- (1) the number of Options issued to the Participant;*
- (2) the Exercise Price of those Options;*
- (3) the Date of Grant of those Options;*
- (4) the expected First Exercise Date of the Options;*
- (5) the expected Last Exercise Date of the Options;*
- (6) the Exercise Conditions (if any) attaching to the Options; and*
- (7) any other specific terms and conditions applicable.*

### 5.7 Consideration for Options

*Options will be issued for consideration comprising the services that are expected to be provided by an Eligible Employee to or for the benefit of the Group, including, in respect of those Eligible Employees who are not employees of the Group, any transfer to the Group of intellectual property created by that Eligible Employee, but no further monetary or other consideration will be payable in respect of the issue of an Option.*

#### 5.8 Entitlement to underlying Shares

*Subject to these Rules, each Option confers on its holder the entitlement to subscribe for and be issued one fully paid Share at the Exercise Price.*

#### 5.9 Interest in Shares

*A Participant has no interest in a Share the subject of an Option held by the Participant unless and until the Share is issued to that Participant under these Rules.*

### 6 Vesting of Options

#### 6.1 Vesting

*Subject to Rule 6.2, an Option vests on the Vesting Date.*

#### 6.2 Vesting Conditions

*The vesting of any Options held by the Participant is subject to the Participant satisfying the following conditions:*

- (1) subject to Rule 9.7, the Participant must have been an employee of a company within the Group at all times between the Date of Grant and the Vesting Date (inclusive);*
- (2) the Participant must have satisfied their annual KPIs to the Board's satisfaction (in each year between the Date of Grant and the Vesting Date);*
- (3) any other conditions included in the Certificate; and*
- (4) any other conditions imposed by the Board in its absolute discretion,*

*(together the **Vesting Conditions**).*

#### 6.3 Lapse of unvested Options

*Subject to Rule 6.4, if the Vesting Conditions in relation to an Option are not satisfied before 5pm AEST on the Vesting Date, the Options will lapse at 5pm AEST on the Vesting Date. If the Vesting Conditions are not satisfied by the Vesting Date, the Plan Committee must give the Participant written notice that the Vesting Conditions have not been satisfied.*

#### 6.4 Waiver of Vesting Conditions

*The Plan Committee may, at its discretion, by notice to the Participant reduce or waive the Vesting Conditions attaching to Options in whole or in part at any time and in any particular case including due to Special Circumstance or another Accelerated Vesting Event.*

### 7 Exercise of Options

#### 7.1 Exercise during Exercise Period

*Subject to Rules 3.2, 6.1 and 7.2, an Option may be exercised at any time during the Exercise Period for that Option.*



7.2 *Exercise before Exercise Period*

*Subject to Rule 6.1, an Option may be exercised before the Exercise Period if permitted under Rules 9.7 or 10.4 or by the Plan Committee in its discretion.*

7.3 *Exercise of Options*

*Subject to these Rules, Options which have not lapsed may be exercised by the Participant giving to the Company:*

- (1) a Notice of Exercise signed by the Participant;*
- (2) the Certificate for those Options; and*
- (3) a cheque payable to the Company (or another form of payment acceptable to the Board) in the amount of the product of the number of Options then being exercised by the Participant and the Exercise Price.*

7.4 *Issue of Shares*

*Subject to these Rules, on the exercise of an Option the Company must:*

- (1) procure the transfer of a Share; or*
- (2) issue and allot a Share,*

*to the Participant. The Company may, as a condition to the issue or transfer of any Share to the Participant, require the Participant to accede to a shareholders agreement or other arrangement applying to Shareholders (if applicable).*

7.5 *Quotation on ASX*

*If other Shares are officially quoted on the ASX at the time of issue of Shares under this Plan, the Company must, within the time frame required by Item 6 of Appendix 6A of the Listing Rules, apply for official quotation on the ASX of any Shares issued under Rule 7.4.*

7.6 *Clearance of Exercise Price*

*The Company is not obliged to issue Shares on exercise of Options until:*

- (1) any cheque received in payment of the Exercise Price has been honoured on presentation; or*
- (2) any electronic funds transfer in payment of the Exercise Price has deposited cleared funds in the Company's bank account.*

7.7 *Exercise all or some Options*

- (1) A Participant may only exercise Options in multiples of 100 or another multiple as the Plan Committee determines unless the Participant exercises all Options covered by a Certificate able to be exercised by him or her at that time.*
- (2) The exercise by a Participant of only some of the Options held by the Participant does not affect the Participant's right to exercise at a later date other Options held by the Participant (whether those other Options have the same First Exercise Date or otherwise).*

7.8 *Replacement Certificate*

*If a Participant submits a Notice of Exercise in respect of only part of the Options covered by a Certificate, the Company must issue a Certificate stating the remaining number of Options held by the Participant.*

7.9 *Shares rank equally*

*Unless otherwise provided in a Notice of Exercise, Shares issued on the exercise of Options rank equally with all existing Shares on and from the date of issue in respect of all rights issues, bonus share issues and dividends which have a record date for determining entitlements on or after the date of issue of those Shares.*

## **8 Lapse of Options**

8.1 *Lapse of vested Options*

*Unless otherwise specified in the Certificate or determined otherwise by the Plan Committee, an Option which has vested with the Participant lapses on the earlier of:*

- (1) *the Last Exercise Date;*
- (2) *a determination of the Plan Committee that the Option should lapse because the Participant, in the Plan Committee's opinion:*
  - (a) *has been dismissed or removed from office for a reason which entitles a body corporate in the Group to dismiss the Participant without notice;*
  - (b) *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); or*
  - (c) *has done an act which brings the Group or any body corporate in the Group into disrepute; and*
- (3) *the date determined by the Plan Committee (which in no event will be more than six months) after the date of termination of employment of the Participant with the Group (other than due to the occurrence of a Special Circumstance).*

8.2 *Rights cease*

*If a Participant fails for any reason to exercise all the Options registered in the Participant's name before the occurrence of a circumstance set out in Rule 8.1, those Options that the Participant:*

- (1) *would have been entitled to exercise and that have not been exercised; and*
- (2) *may have had a right or entitlement to have vested in the Participant,*

*lapse and all rights of a Participant under the Plan in respect of those Options cease.*

## **9 Dealings with Options**

9.1 *Limitation*

*For the duration of the Holding Lock Period:*

- (1) *Shares issued under the Plan will not be transferable; and*

- (2) *Participants may not encumber the Shares creating any Security Interest (other than in favour of the Company).*

## 9.2 *Participant's undertaking*

*During the Holding Lock Period, each Participant:*

- (1) *agrees that the Shares issued under Rule 7.4 will be subject to a Holding Lock; and*
- (2) *undertakes not to request (or permit or procure another person to request) removal of the Holding Lock,*

*except that some of the Shares may be released in accordance with column 2 of Annexure A upon the event in column 1 of Annexure A occurring.*

## 9.3 *Holding Lock procedure*

*The Company may implement any procedure it considers appropriate to restrict the Participant from dealing with the Shares while the Holding Lock is in place.*

## 9.4 *Options personal*

*Except where Options have been transferred under Rule 9.6, Options held by a Participant are personal to the Participant and may not be exercised by another person.*

## 9.5 *No unauthorised disposal*

*Except as permitted under Rule 9.6, a Participant must not dispose of or grant a Security Interest over or otherwise deal with an Option or an interest in an Option, and the Security Interest or disposal or dealing is not recognised in any manner by the Company.*

## 9.6 *Permitted transfer of Options*

*Options which have vested with the Participant may be transferred, by an instrument of transfer, in the following circumstances only:*

- (1) *a transfer constituting the necessary transfer documents following an acceptance of an offer made under an off-market bid relating to Options;*
- (2) *a transfer to a bidder on the sale of the Options under Division 3 of Part 6A.1 of the Corporations Act;*
- (3) *a transfer to a 100% holder on the sale of the Options under Division 2 of Part 6A.2 of the Corporations Act;*
- (4) *a transfer under Part 6A.3 of the Corporations Act to a person entitled to acquire the Options under section 661A or 664A of the Corporations Act; or*
- (5) *a transfer approved by the Board in those circumstances as may be determined by the Board.*

## 9.7 *Vesting brought forward*

*If an Accelerated Vesting Event occurs while a Participant is employed with the Group, the Board may, at its discretion, having regard to whether the Participant has satisfied their annual KPIs to the Board's satisfaction in each year between the Date of Grant and the occurrence of the Accelerated Vesting Event:*

- (1) *bring forward the vesting of all Options held by the Participant to a date determined by the Plan Committee; and*
- (2) *waive or vary any Vesting Conditions in regard to an Option held by the Participant in accordance with Rule 6.4.*

#### 9.8 *Notice to Participants of change*

*If the Plan Committee determines to bring forward the vesting of Options and waive or vary the Vesting Conditions under Rule 9.7, the Company:*

- (1) *must within 14 days of the alteration give notice to each Participant affected by the Accelerated Vesting Event in respect of any Options held by the Participant; and*
- (2) *may have to issue a replacement Certificate for the Options.*

## **10 Participation rights, bonus issues, rights issues, reorganisations of capital and winding up**

### 10.1 *New issues*

*Participants are not entitled to participate in any new issue to existing holders of securities in the Company unless:*

- (1) *they have become entitled to exercise their Options under the Plan; and*
- (2) *they do so before the record date for the determination of entitlements to the new issue of securities and participate as a result of being Shareholders.*

### 10.2 *Bonus issues*

*If the Company makes (whether before or during the Exercise Period) a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) and no Share has been issued in respect of an Option before the record date for determining entitlements to the bonus issue, then the number of underlying Shares over which the Option is exercisable is increased by the number of Shares which the Participant would have received if the Participant had exercised the Option prior to such record date.*

### 10.3 *Reorganisation of capital*

*If there is a reorganisation of capital of the Company (whether before or during the Exercise Period) then the rights of a Participant (including the number of Options to which each Participant is entitled and the Exercise Price) are changed to the extent necessary to comply with the Listing Rules in respect of a reorganisation of capital at the time of the reorganisation.*

### 10.4 *Winding up*

*If (whether before or during the Exercise Period) a resolution for a members' voluntary winding up of the Company is proposed (other than for the purpose of a reconstruction or amalgamation) the Plan Committee may, in its absolute discretion, give written notice to Participants of the proposed resolution. Subject to the Exercise Conditions, the Participants may, during the period referred to in the notice, exercise their Options if the Last Exercise Date for the Options has not expired.*

#### 10.5 Fractions of Shares

*For the purposes of this Rule 10, if Options 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.*

#### 10.6 Calculations and adjustments

*Any calculations or adjustments which are required to be made under this Rule 10 will be made by the Plan Committee and, in the absence of manifest error, are final and conclusive and binding on the Company and the Participant.*

#### 10.7 Notice of change

*The Company must within a reasonable period give to each Participant notice of any change under Rule 10 to the Exercise Price of any Options held by the Participant or to the number of Shares which the Participant is entitled to subscribe for on exercise of an Option.*

### **11 Share Trading Policy**

11.1 *The Participant must comply with the Share Trading Policy at all times, including for Shares issued under Rule 7.4.*

### **12 Overriding restrictions**

12.1 *No Options will be issued under the Plan if to do so would contravene any Applicable Law.*

### **13 Administration of the Plan**

#### 13.1 Administration

*The Plan is administered by the Plan Committee.*

#### 13.2 Powers of the Plan Committee

*The Plan Committee has power to:*

- (1) *determine appropriate procedures and make regulations for the administration of the Plan which are consistent with these Rules;*
- (2) *resolve conclusively all questions of fact or interpretation arising in connection with the Plan;*
- (3) *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 at that time;*
- (4) *delegate those functions and powers it considers appropriate, for the efficient administration of the Plan, to any person or persons whom the Plan Committee reasonably believes to be capable of performing those functions and exercising those powers;*
- (5) *take and rely upon independent professional or expert advice in or in relation to the exercise of any of their powers or discretions under these Rules;*

- (6) *administer the Plan in accordance with these Rules as and to the extent provided in these Rules; and*
- (7) *make regulations for the operation of the Plan consistent with these Rules.*

### 13.3 *Exercise of powers or discretion*

*Any power or discretion which is conferred on the Plan Committee or Board by these Rules may be exercised by the Plan Committee or Board in the interests or for the benefit of the Company, and the Plan Committee or Board is not, in exercising that power or discretion, under any fiduciary or other obligation to another person.*

### 13.4 *Determinations*

*Where these Rules provide for a determination, decision, approval or opinion of the Plan Committee or Board, that determination, decision, approval or opinion may be made or given by the Plan Committee or Board (as applicable) in its absolute discretion.*

### 13.5 *Expenses and costs*

*Subject to these Rules, the Company and its Subsidiaries must pay all expenses, costs and charges incurred in the administration of the Plan in the amounts and proportions as they shall agree.*

### 13.6 *Tax*

*The Company is not responsible for any Tax which may become payable by a Participant in connection with the issue of Shares pursuant to an exercise of Options or another dealing by a Participant with the Options or Shares.*

## **14 Amendment to Rules**

### 14.1 *Board may amend Rules*

*The Board may at any time amend any of these Rules, or waive or modify the application of any of these Rules in relation to a Participant.*

### 14.2 *Consent of Participants*

*If an amendment to be made under Rule 14.1 would adversely affect the rights of Participants in respect of any Options 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 those Options held by all those Participants before making the amendment.*

### 14.3 *Eligible Employees outside Australia*

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

## **15 Financial assistance**

- 15.1 *Subject to the requirements of any Applicable Law, the Company may provide financial assistance to an Eligible Employee in connection with the issue or exercise of Options under the Plan.*

## **16 Rights of Participants**

### **16.1 No conferred rights**

*These Rules:*

- (1) do not confer on an Employee the right to receive Options;*
- (2) do not confer on a Participant the right to continue as an Employee;*
- (3) do not affect any rights which the Company or a Subsidiary may have to terminate the employment of a Participant; and*
- (4) may not be used to increase damages in an action brought against the Company or a Subsidiary in respect of that termination.*

### **16.2 Voting at general meetings**

*Participants do not, as Participants, have any right to attend or vote at general meetings of Shareholders.*

## **17 Notices**

*Notices may be given by the Company to Participants in any manner that the Plan Committee may from time to time determine.*

## **18 Severance**

- 18.1 If any of these Rules are void, voidable or unenforceable, that provision will be severed and the remainder of these Rules will have full force and effect.*

## **19 Governing law & jurisdiction**

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

## **20 Advice**

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



## Annexure A - Early Release of Holding Lock

<b>Event</b>	<b>Adjustment to Holding Lock</b>
<i>Your employment with the Company ceases due to a Special Circumstance</i>	<i>All the Shares acquired as a result of the vesting of Options will be released from the Holding Lock upon the date of cessation of your employment with the Company or a Subsidiary (or as soon as practicable thereafter).</i>
<i>Your employment with the Company is terminated for reasons other than a Special Circumstance</i>	<i>50% of the Shares acquired as a result of the vesting of Options will be released from the Holding Lock upon the date of cessation of your employment with the Company or a Subsidiary (or as soon as practicable thereafter) with the remaining 50% of the Shares acquired as a result of the vesting of Options to be subject to the Holding Lock until 12 months after the date of cessation of your employment with the Company or a related body corporate of the Company.</i>
<i>An event in Rule 2.1(1)(b) occurs</i>	<i>All the Shares acquired as a result of the vesting of Options will be released from the Holding Lock on the earlier of the event in Rule 2.1(1)(b) occurring and a date determined by the Board.</i>