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LiveHire

EMPLOYEE INCENTIVE PLAN

Adopted by the Board on 17 December 2015

As amended with the approval of Shareholders on
17 November 2022

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1 PURPOSE

- 1.1 The purpose of the Plan is to:
- 1.1.1 assist in the reward, retention and motivation of Eligible Employees;
 - 1.1.2 link the reward of Eligible Employees to Shareholder value creation; and
 - 1.1.3 align the interests of Eligible Employees with Shareholders by providing an opportunity to Eligible Employees to earn rewards via an equity interest in the Company based on creating Shareholder value.

2 COMMENCEMENT

The Plan will commence on a date determined by resolution of the Board (and if no date is specified, on the date the Plan is approved by the Board).

3 NOT USED

4 ELIGIBILITY AND GRANT

Participation

- 4.1 The Board may from time to time in its sole and absolute discretion determine that an Eligible Employee may participate in the Plan.

Selection

- 4.2 Following determination that an Eligible Employee may participate in the Plan, the Board may at any time, and from time to time, make an Offer to the Eligible Employee.

Offer

- 4.3 Subject to clause 4.4, the manner, form, content, timing and frequency of Offers will be as determined by the Board in its sole and absolute discretion.
- 4.4 An Offer must be set out in an Offer Letter delivered to the Eligible Employee and specify:
- 4.4.1 the number of Shares, Options, Performance Rights, Service Rights or Restricted Rights;
 - 4.4.2 the conditions on the Offer (Offer Conditions);
 - 4.4.3 the Grant Date;
 - 4.4.4 the Fee (if any);
 - 4.4.5 the Performance Criteria (if any);
 - 4.4.6 the Vesting Conditions (if any);
 - 4.4.7 the Exercise Price (if any);
 - 4.4.8 the Exercise Period (if applicable);
 - 4.4.9 the Expiry Date and Term (if applicable);
 - 4.4.10 the Forfeiture Conditions (if any);
 - 4.4.11 any Restrictions attaching to the Shares or Plan Shares together with the Restriction Period;
 - 4.4.12 the terms of any Employee Loan to be made by the Company to the Employee in accordance with this Plan to fund the purchase of Shares offered (if applicable); and
 - 4.4.13 any other information required under any Applicable Law.
- 4.5 An Offer must be accompanied by an Application and a copy of this Plan.

Application

- 4.6 Unless otherwise determined by the Board in its sole and absolute discretion, an Eligible Employee that wishes to apply to participate in the Plan in response to an Offer must, on or before the period of time allowed for acceptance of the Offer, give an Application:
- 4.6.1 to the person specified in the Offer Letter; and
 - 4.6.2 in accordance with any instructions or conditions set out in the Offer Letter.
- 4.7 An Eligible Employee may accept less than the total number of Shares, Options, Performance Rights, Service Rights or Restricted Rights in an Offer.

Multiple Offers

- 4.8 Unless otherwise determined by the Board in its sole and absolute discretion, the Board may make any number of issues to Eligible Employees, as set out in any Offer, notwithstanding that an issue or issues may have been previously made to any Eligible Employee.

Right to reject Applications

- 4.9 The Board is entitled to reject any Application by an Eligible Employee to participate in this Plan without giving any reason.

Acceptance of Offer

- 4.10 A person to whom an Offer is made may accept the Offer by completing the acceptance form and giving it to the person specified in the Application, by 5.00pm on the last day of the acceptance period specified in the Offer.
- 4.11 The Board must notify the Eligible Employee promptly, if the Board resolves to accept the Eligible Employee's Application.
- 4.12 Once that notice is given, a contract is formed under which an Eligible Employee:
- 4.12.1 becomes bound by the terms and conditions of the Offer Letter, this Plan and the Company's Constitution; and
- 4.12.2 agrees to the issue of the Shares, Options, Performance Rights, Service Rights or Restricted Rights in accordance with the terms and conditions of the Eligible Employee's Application.
- 4.13 In accordance with the Company's reporting obligations under Australian and other tax legislation, each participant consents to the disclosure of information about this Plan and its participants to the Australian Tax Office or another tax authority.

5 OPERATION OF PLAN

- 5.1 This Plan is administered by the Board, which has power to:
- 5.1.1 determine appropriate procedures for administration of this Plan consistent with this Plan;
- 5.1.2 resolve conclusively all questions of fact or interpretation in connection with this Plan;
- 5.1.3 appoint a person to be the Plan Administrator;
- 5.1.4 delegate to any persons (including, without limitation, a Plan Administrator) for such period and on such terms as it sees fit the exercise of any of its powers or discretions under this Plan; and
- 5.1.5 take and rely on independent professional or expert advice in or in relation to the exercise of any of its powers or discretions under this Plan.
- 5.2 Where the Board is to make a determination, decision, approval or give any opinion under this Plan, the Board or the Company may do so in its absolute discretion.
- 5.3 Any power or discretion which is conferred on the Board or the Company by this Plan may be exercised by the Board in the interests, or for the benefit, of the Company and the Board is not, in exercising any such power or discretion, under any fiduciary or other obligation to any other person including, for the avoidance of doubt, any Eligible Employee or any Participant.

6 OPTION TERMS

Option entitlements

- 6.1 Subject to the Board determining otherwise prior to an Offer, each vested Option entitles the Participant holding the Option to subscribe for, or to be transferred, one Plan Share on payment of the Exercise Price (if any).

Participant rights

- 6.2 A Participant who holds Options is not entitled to the following in respect of those Options:
- 6.2.1 notice of, or to vote or attend at, a meeting of the Shareholders;
- 6.2.2 receive any dividends declared by the Company; or
- 6.2.3 participate in any new issues of securities offered to Shareholders during the term of the Options, unless and until the Options are exercised and the Participant holds Plan Shares.

Conditions for vesting and exercise

- 6.3 The Board will determine prior to an Offer being made and specify in the Offer any Performance

Criteria and/or Vesting Conditions attaching to the Options.

- 6.4 Options will only vest and be exercisable if the applicable Performance Criteria and/or Vesting Conditions (if any) have been satisfied, waived by the Board, or are deemed to have been satisfied under these Rules.
- 6.5 In the event of a Liquidity Event, the Board in its absolute discretion may waive any vesting or exercise criteria in respect of some or all Options held by a Participant.

No transfer of Options

- 6.6 Options granted under this Plan may not be assigned, transferred, encumbered with a Security Interest in or over them, or otherwise disposed of by a Participant, unless:
- 6.6.1 the prior consent of the Board is obtained, which consent may impose such terms and conditions on such assignment, transfer, encumbrance or disposal as the Board sees fit; or
- 6.6.2 such assignment or transfer occurs by force of law upon the death of a Participant to the Participant's legal personal representative.

Options to be recorded

- 6.7 Options will be recorded in the appropriate register of the Company.

Adjustment for rights issue

- 6.8 If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu of in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the following formula:

$$\text{New exercise price} = O - \frac{(E[P-(S+D)])}{N+1}$$

O = the old Exercise Price of the Option.

E = the number of underlying Shares into which one Option is exercisable.

P = average market price per Share weighted by reference to volume of the underlying Shares during the 5 trading days ending on the day before the ex rights date or ex entitlements date.

S = the subscription price of a Share under the pro rata issue.

D = the dividend due but not yet paid on the existing underlying Shares (except those to be issued under the pro rata issue).

N = the number of Shares with rights or entitlements that must be held to receive a right to one new share.

Adjustment for bonus issue of Shares

- 6.9 If the Company makes 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):
- 6.9.1 the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Participant would have received if the Participant had exercised the Option before the record date for the bonus issue; and
- 6.9.2 no change will be made to the Exercise Price.

Adjustment for bonus issue of Shares

- 6.10 If there is any reorganisation of the issued share capital of the Company, the rights of the Participant who holds Options will be varied to comply the Listing Rules which apply to the reorganisation at the time of the reorganisation.

7 RIGHTTERMS

Offer of Performance Rights, Service Rights or Restricted Rights

- 7.1 The Board may offer Performance Rights, Service Rights and/or Restricted Rights to any Eligible Employee at its sole discretion. Each Performance Right, Service Right or Restricted Right confers an entitlement to be provided with one Plan Share, credited as fully paid, at no cost, upon the full satisfaction of the Performance Criteria specified by the Board in relation to that Performance Right or the satisfaction of Vesting Conditions specified by the Board in relation to that Service Right, or are waived by the Board, or are deemed to have been satisfied under these Rules.

Participant rights

- 7.2 A Participant who holds Performance Rights, Service Rights or Restricted Rights is not entitled in respect of those Rights to:
- 7.2.1 notice of, or to vote or attend at, a meeting of the Shareholders; or
- 7.2.2 receive any dividends declared by the Company,

unless and until the Performance Rights, Service Rights or Restricted Rights are exercised and the Participant holds Plan Shares.

Performance Rights, Service Rights or Restricted Rights subject to this Plan

- 7.3 Performance Rights, Service Rights and Restricted Rights will be governed by this Plan until the Performance Rights, Service Rights or Restricted Rights lapse.

Performance Rights, Service Rights or Restricted Rights not property

- 7.4 A Participant's Performance Rights, Service Rights and Restricted Rights are personal contractual rights granted to the Participant only and do not constitute any form of property.

Rights May Not Be Disposed of or Transferred or Encumbered

- 7.5 Rights may not be disposed of or transferred or otherwise dealt with (including for purposes of this Rule, encumbered or made subject to any interest in favour of any other person) and will lapse immediately on purported disposal, transfer or dealing unless the transfer is effected by operation of law on death or legal incapacity to the Participant's legal personal representative.

8 PERFORMANCE CRITERIA FOR PERFORMANCE RIGHTS

Board may determine Performance Criteria

- 8.1 The Board may at its sole discretion determine the Performance Criteria which will apply to any Performance Rights granted under this Plan. The Performance Criteria will specify the criteria which the Eligible Employee is required to meet in the specified Performance Period in order for the Performance Rights to vest.
- 8.2 The Board will provide written notice of the Performance Criteria before the commencement of the Performance Period to which those Performance Criteria relate. However, if the Board grants Performance Rights after a Performance Period has already commenced, then the Board will provide such notice no later than the time at which it grants those Performance Rights.
- 8.3 The Board may vary the Performance Criteria and/or the Performance Period after the grant of those Performance Rights, subject to:
- 8.3.1 The Company complying with any Applicable Laws;
- 8.3.2 The Performance Criteria and/or the Performance Period as varied being no less favourable to the Participant than the terms upon which the Performance Rights were originally granted; and
- 8.3.3 The Board promptly notifying a Participant of any such variation.
- 8.4 The Board will determine whether (and, where applicable, to what extent) the Participant has satisfied the Performance Criteria applicable to the Performance Period at the end of the Performance Period. As soon as practicable after making that determination the Board must inform the Participant of that determination, and of the number of Performance Rights that have vested via a Vesting Notice.
- 8.5 Where the number of Performance Rights that have vested in respect of a Performance Period is less than the number of Performance Rights granted to the Participant for that Performance Period, then any Performance Rights that have not vested and for which there is no further opportunity to vest, will immediately lapse.

9 VESTING CONDITIONS FOR SERVICE RIGHTS

Board may determine Vesting Conditions

- 9.1 The Board may at its sole discretion determine the Vesting Conditions which will apply to any Service Rights granted under this Plan. The Vesting Conditions will specify a period of service with the Company which the Eligible Employee is required to fulfil in the specified Performance Period in order for the Service Rights to vest.
- 9.2 The Board will provide written notice of the Vesting Conditions no later than the time at which it

grants Service Rights.

- 9.3 The Board may vary the Vesting Conditions after the grant of those Service Rights, subject to:
- 9.3.1 The Company complying with any Applicable Laws;
- 9.3.2 The Vesting Conditions as varied being no less favourable to the Participant than the terms upon which the Service Rights were originally granted; and
- 9.3.3 The Board promptly notifying a Participant of any such variation.
- 9.4 The Board will determine whether (and, where applicable, to what extent) the Participant has satisfied the Vesting Conditions at the end of the Performance Period. As soon as practicable after making that determination the Board must inform the Participant of that determination, and of the number of Service Rights that have vested via a Vesting Notice.
- 9.5 Where the number of Service Rights that have vested in respect of a Performance Period is less than the number of Service Rights granted to the Participant for that Performance Period, then any Service Rights that have not vested will immediately lapse if there is no further opportunity for them to vest.

10 EXERCISE RESTRICTIONS

- 10.1 An Offer may specify an Exercise Restriction which is a period (Restriction Period) during which Rights may not be exercised, and any attempt to do so will be considered void, subject to the early release of Exercise Restrictions as provided for in these Rules.
- 10.2 The Board may in its absolute discretion waive the remaining portion of the Exercise Restriction period.

11 DISPOSAL RESTRICTION ATTACHED TO SHARES

- 11.1 All Shares acquired by Participants or held by the trustee of an employee share trust for the benefit of Participants as a consequence of the exercise of Rights will generally be Restricted Shares, and shall be subject to a disposal restriction being that such Shares may not be sold or disposed of in any way until their sale would not breach either:
- 11.1.1 the Company's share trading policy, or
- 11.1.2 Division 3 of Part 7.10 of the Corporations Act,
- following expiry of the Restriction, if any, applicable to the Restricted Shares.
- 11.2 Any attempt by a Participant to deal in or dispose of Restricted Shares will result in forfeiture of the Restricted Shares by the Participant, and the Board may require the Participant to facilitate a transfer of forfeited Restricted Shares to another party nominated by the Board, for nil consideration.
- 11.3 In cases of severe and demonstrable hardship the Board may in its absolute discretion waive the remaining portion of the Restriction Period.
- 11.4 If Shares subject to Restrictions are held in the name of the Participant, then the Company shall impose a CHESS holding lock to ensure that the disposal restrictions are complied with.
- 11.5 On the first occasion following the cessation of Restrictions, if any, when Shares may be sold without breaching the Company's share trading policy the Board will advise the Participant in writing of the date of that occasion. A Cessation of Disposal Restrictions Notice will be used for this purpose. However, if sale of the Shares may not be undertaken due to Division 3 of Part 7.10 of the Corporations Act (insider trading restriction provisions) then the effective date of the Cessation of Disposal Restrictions Notice will be taken to be delayed until the next point in time when sales of Shares may occur without breaching either the Company's share trading policy or Division 3 of Part 7.10 of the Corporations Act (insider trading restriction provisions).

12 EXERCISE OF OPTIONS AND RIGHTS

Exercise Period

- 12.1 The Exercise Periods for Options and Rights will be as determined by the Board in its sole and absolute discretion and specified in the relevant Offer.

Method of exercise

- 12.2 Following the issuing of a Vesting Notice to the Participant, the Option or Right is exercisable by the Participant within the Exercise Period specified by the Board in the Offer, subject to the

Participant providing to the Company:

- 12.2.1 a Notice of Exercise; and
- 12.2.2 in the case of an Option, subject to clause 12.4, a cheque or cash or such other form of payment determined by the Board in its sole and absolute discretion as satisfactory for the amount of the Exercise Price (if any).

No issue unless cleared funds

- 12.3 Where a cheque is presented as payment of the Exercise Price on the exercise of Options, the Company will not, unless otherwise determined by the Board, allot and issue or transfer Plan Shares until after any cheque delivered in payment of the Exercise Price has been cleared by the banking system.

Cashless exercise of Options

- 12.4 The Board may determine in its sole and absolute discretion that a Participant will not be required to provide payment of the Exercise Price of Options by cash, cheque or some other method acceptable to the Company, but that on exercise of the Options, the Company will only allot and issue or transfer that number of Plan Shares to the Participant that are equal in value to the difference between the Exercise Price otherwise payable in relation to the Options and the then Market Value of the Plan Shares as at the time of the exercise (with the number of Plan Shares rounded down).

Minimum Exercise

- 12.5 Options and Rights must be exercised in multiples of 1,000 unless fewer than 1,000 Options or Rights are held by a Participant or the Board otherwise agrees.

Actions on exercise

- 12.6 On completion of the exercise of Options and Rights:
 - 12.6.1 the Options or Rights will automatically lapse; and
 - 12.6.2 the Company will allot and issue, or transfer, the number of Plan Shares for which the Participant is entitled to subscribe for or acquire through the exercise of the Options or Rights.

13 EMPLOYEE SHARE TRUST

- 13.1 The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Plan Shares for Participants under the Plan and delivering Plan Shares to Participants upon exercise of the Options, Performance Rights, Service Rights and Restricted Rights.

14 EMPLOYEE SHARE SCHEME TAXING PROVISIONS TO APPLY

- 14.1 Subdivision 83A-C of the Income Tax Assessment Act 1997 applies to this Plan including to all Options and Rights granted under the Plan and all Shares that arise from the exercise of Options and Rights.

15 QUOTATION

- 15.1 The Company will not seek official quotation of any Options, Performance Rights, Service Rights or Restricted Rights.
- 15.2 The Company must use all reasonable endeavours to obtain the grant of quotation of Shares issued under this Plan or issued on exercise of Options or Rights under this Plan on the ASX and, subject to Listing Rules, on any other exchange on which the Company's shares are quoted. This is subject to there being no applicable trading restrictions under:
 - 15.2.1 this Plan;
 - 15.2.2 the Listing Rules; or
 - 15.2.3 the Corporations Act 2001 (Cth).
- 15.3 The Company must issue and allot Shares and apply for official quotation of those Shares:

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- 15.3.1 where the Company satisfies the requirements of section 708A(5) of the Corporations Act 2001 (Cth), ten Business Days after the later of:
- 15.3.1.1 for so long as the Company is not in possession of Excluded Information, the date of receipt of the Notice of Exercise (**Notification Date**); or
- 15.3.1.2 the date that the Company ceases to be in possession of Excluded Information in respect of the Company (if any); or
- 15.3.2 where the Company does not satisfy the requirements of section 708A(5) of the Corporations Act 2001 (Cth), 20 Business Days after the Notification Date.

16 CESSATION OF EMPLOYMENT

Bad Leaver

- 16.1 Where a Participant who holds Options or Rights becomes a Bad Leaver, unless the Board determines otherwise, in its sole and absolute discretion, all vested and unvested Options and Rights will lapse.

Otherwise

- 16.2 If a Participant ceases to be an employee of the Group, then Options and Performance Rights which are not vested and were granted in the financial year of the cessation of employment will be forfeited, unless and to the extent otherwise determined by the Board in its discretion.
- 16.3 If a Participant ceases to be an employee of the Group, then Service Rights will be dealt with as specified in the relevant Offer. In respect of Service Rights that are not forfeited at termination, the Board has discretion to determine that any service conditions have been fulfilled at the end of the Performance Period, regardless of whether or not a Participant remains employed by the Group.
- 16.4 If a Participant ceases to be an employee of the Group, any remaining unvested Options and Rights held by the Participant shall be assessed by the Board in its discretion to determine the extent, if any, of vesting. Participants will be advised as to the extent of vesting via a Vesting Notice. Any remaining unvested Options and Rights will lapse.
- 16.5 Vested Options and Rights held by former employees of the Group must be exercised within 90 days of the foregoing Vesting Notice being given to the Participant or they will lapse.
- 16.6 In respect of a Participant that is not an Australian resident, the Offer may specify alternative treatment of Options, Performance Rights, Service Rights and Restricted Rights in the case the Participant ceases to be an employee of the Group, including with regards to the treatment of Exercise Restrictions and Disposal Restrictions.

17 RETIREMENT BENEFIT LIMIT

- 17.1 Notwithstanding any other provision in these Rules, the Company is not required to provide or procure the provision of any benefit which would result in a breach by the Company of Division 2 of Part 2D.2 of the Corporations Act relating to termination benefits to any Participants who are the holder of an managerial or executive office unless any prior approval required from the Shareholders for the provision of such a benefit has been sought and obtained by the Company.

18 LAPSE OF OPTIONS AND PERFORMANCE RIGHTS

When do Options and Performance Rights, Service Rights or Restricted Rights lapse?

- 18.1 Subject to clause 18.2 or the Board deciding otherwise, a Participant's Options and Performance Rights, Service Rights or Restricted Rights shall automatically be cancelled for no consideration on the earliest to occur of the following:

- 18.1.1 where clause 26 applies;
- 18.1.2 where the Board has determined that the Participant has, by any act or omission, brought the Company into disrepute;
- 18.1.3 the receipt by the Company of notice from the Participant (after a Special Circumstance has arisen with respect to the Participant) that the Participant has elected to surrender the Option or Performance Right;
- 18.1.4 any other circumstances specified in any Offer Letter pursuant to which the Options or Performance Rights, Service Rights or Restricted Rights were issued; and
- 18.1.5 there being no future opportunity for unvested Options and Rights to vest.

Discretion of Board

- 18.2 The Board may decide to allow a Participant to:
 - 18.2.1 exercise any or all of their Options or Rights, whether or not the Performance Criteria or Vesting Conditions have been satisfied, and whether or not the Options or Rights would otherwise have lapsed, provided that no Options or Rights will be capable of exercise later than the relevant Expiry Date for those Options or Rights; and
 - 18.2.2 retain any Performance Rights, Service Rights or Restricted Rights regardless of:
 - 18.2.2.1 the expiry of the Performance Period to which those Performance Rights relate; or
 - 18.2.2.2 any failure by the Participant to satisfy in part or in full the Performance Criteria specified by the Board in respect of those Performance Rights;
 in which case, the Board may:
 - 18.2.3 determine that any or all of those retained Performance Rights or Service Rights shall vest and the corresponding Shares shall be provided to the Eligible Employee; or
 - 18.2.4 determine a new Performance Period for those retained Performance Rights or Service Rights and notify the Participant of that Period as soon as practicable.

Determination whether to exercise discretion

- 18.3 The Board may have regard to whatever matters it thinks reasonable when making a decision about the matters in clause 18.2 with respect to a Participant, including any of the following factors:
 - 18.3.1 the reason for the cessation of employment with the Company;
 - 18.3.2 (in the case of Options only) the length of time between the date of cessation of employment and the Expiry Date;
 - 18.3.3 (in the case of Performance Rights, Service Rights or Restricted Rights only), the Participant's reasons for any failure to satisfy any Performance Criteria;
 - 18.3.4 the total length of service of the person as an employee with the Company;
 - 18.3.5 if the cessation of employment is related to the person's performance, then the extent to which the person has been given warning of their performance inadequacies;
 - 18.3.6 information provided by the person to the Board to support any claim to exercise the discretion in the person's favour; or
 - 18.3.7 Applicable Law.

Effect of lapse

- 18.4 All rights of a Participant under this Plan in respect of an Option or Right cease upon the Option or Right lapsing. No consideration or compensation will be payable to any person in relation to that lapse.
- 18.5 The Company will, with respect to any Option or Performance Right that has lapsed in accordance with this clause 18:
 - 18.5.1 notify the Participant that the relevant Options or Rights held by them have lapsed;
 - 18.5.2 arrange for the Participant or the Participant's agent or attorney to sign any transfer documents as may be required to transfer or otherwise deal with the Options or Rights; and
 - 18.5.3 not be liable for any damages, compensation or other amounts to the Participant in respect of the Options or Rights.

19 ISSUE OF SHARES

Issue of Shares directly to Eligible Employee

- 19.1 The Company will issue Shares or acquire and transfer Shares directly to the Eligible Employee where Shares are to be provided under this Plan, unless the Board determines otherwise.
- 19.2 All Shares issued to a Participant will be subject to any Offer Conditions specified in the Offer and will remain Restricted Shares until all applicable Offer Conditions have been satisfied.

Restrictions on Shares

- 19.3 A Participant must comply with any Restrictions applicable to any Shares held by the Participant during the Restriction Period. The Company may place a holding lock or similar arrangement to give effect to the Restrictions.

Forfeiture of Shares

- 19.4 A Participant (and any person claiming through a Participant) will forfeit any right or entitlement in any Shares under the Plan, if during the Restriction Period, that Eligible Employee has:
- 19.4.1 been dismissed or removed from office for a reason which the Company is entitled to dismiss the Participant without notice or has committed any act of fraud, defalcation or gross misconduct in relation to the affairs of the Company (whether or not charged with an offence);
- 19.4.2 by their act or omission, done anything which brings the Company into disrepute; or
- 19.4.3 ceases to be employed by the Company and the Board directs that such Shares are to be forfeited.
- 19.5 The Board must not issue and allot any Shares to a person if:
- 19.5.1 the issue of the shares is prohibited under the Corporations Act without a disclosure document, product disclosure statement or similar document; or
- 19.5.2 any Employee Loan included in the Offer would not be 'exempted financial assistance' under section 260C(4) of the Corporations Act if accepted by the Participant.
- 19.6 The Company may require from the Participant a signed blank transfer in relation to those Shares or any other documentation upon the issue or transfer of Shares to a Participant. The Participant must provide such a transfer or such other documentation.

20 EMPLOYEE LOAN

- 20.1 As part of any Offer, the Board may, in its absolute discretion, offer to a Participant a limited recourse, interest free loan to be made by the Company to the Participant for an amount equal to the Issue Price for the Shares offered to the Participant pursuant to the relevant Offer (**Employee Loan**).
- 20.2 An Employee Loan must be used for the sole purpose of paying the Company the Issue Price for Shares to be issued to the Participant on acceptance of the relevant Offer, with the amount to be advanced to the Participant under the Employee Loan applied to payment of the Issue Price for such Shares.
- 20.3 In the event that the Employee Loan is repayable by the Participant to the Company, the Company's sole recourse in the event that the Employee Loan is not repaid will be limited to the Shares to which the Employee Loan relates and the Company may deal with those shares in accordance with clause 21.5 or 27.

21 REPAYMENT OF EMPLOYEE LOAN

- 21.1 A Participant may repay an Employee Loan in any of the following ways:
- 21.1.1 by specific payments;
- 21.1.2 by directing the Board to apply dividends (net of tax) from the Shares toward the repayment of the loan; or
- 21.1.3 in accordance with clause 21.4 below.
- 21.2 If a Participant has more than one Employee Loan and makes a specific payment without specifying to which Employee Loan the payment is directed, payments will be directed to the earliest Employee Loan.
- 21.3 If a Participant ceases to be a Participant, fails to comply with any obligations under this Plan or seeks to Transfer any shares issued under this Plan other than in accordance with the terms of this Plan or the Constitution, the Board, may by written notice to the Participant, require repayment of all Employee Loans (**Employee Loan Repayment Notice**).
- 21.4 Unless the Board, in its absolute discretion, determines otherwise, the date on which an Employee

Loan must be repaid by the Participant shall be the later of the date specified by the Board in the Employee Loan Repayment Notice (if any) and:

- 21.4.1 where the Company has the right to Buy-Back any Shares under this Plan, but does not exercise that right during the applicable Buy-Back Period, the date being 30 days after the expiry of the applicable Buy-Back Period; and
- 21.4.2 where the Company has the right to Buy-Back any Shares under this Plan and exercises that right, the date of completion of the Buy-Back of the relevant Shares.
- 21.5 If an Employee Loan is not repaid in full by the date specified by the Board for repayment, the Board may:
 - 21.5.1 sell the relevant Shares or dispose of such number of relevant Shares for their market price as the Board determines in its absolute discretion; or
 - 21.5.2 Buy-Back such number of relevant Shares for the price determined under clause 28.
- 21.6 The Board must apply the proceeds of the sale or disposal first, towards meeting the costs of the sale or disposal, second, towards repaying the outstanding amount under the relevant Employee Loan, third, towards repaying any amount owed (on any account) to the Company by the Participant, and fourth, any amounts remaining to the Participant.

22 RIGHTS ATTACHING TO PLAN SHARES

Shares to rank equally

- 22.1 Any Plan Shares allotted, issued or transferred by the Company to a Participant under the Plan will rank equally with all existing Shares, including those Shares issued, directly, under this Plan, on and from the date of allotment, issue or transfer in respect of all rights and bonus issues, and dividends which have a record date for determining entitlements on or after the date of allotment, issue, or transfer of those Plan Shares.

23 DISPOSAL RESTRICTIONS ON PLAN SHARES

- 23.1 A Participant must comply with any Restrictions applicable to any Plan Shares held by the Participant during the Restriction Period. The Company may place a holding lock or similar arrangement to give effect to the Restrictions.

Removal of Restrictions

- 23.2 A Participant may submit a written request to the Board at any time to remove any Restrictions applicable to Plan Shares held by the Participant during the Restriction Period. The Board may approve such a request at its absolute discretion.

Overriding restrictions on dealing with Plan Shares

- 23.3 Participants must not deal with Plan Shares if to do so would contravene Applicable Laws.

Plan Shares entitlements

- 23.4 A Participant's entitlement to receive a notice of, or to vote or attend at, a meeting of the members of the Company or Shareholders, and to receive any dividends declared by the Company during the relevant Restriction Period will not be affected by the imposition of a restriction on the Plan Shares held by a Participant pursuant to clause 23.1.

24 HOLDING PERIOD

- 24.1 The Board may specify, in its absolute discretion, specific holding period disposal restrictions that apply to some or all of the Shares, Options or Performance Rights, Service Rights or Restricted Rights offered to a person in any Offer (**Holding Period**).

25 NOMINEE

- 25.1 Unless expressly permitted in the Offer, an Eligible Employee may only submit an Application in the Eligible Employee's name and not on behalf of any other person.
- 25.2 Despite anything to the contrary in this Plan, if an Employee Loan is offered to an Eligible Employee, the Eligible Employee is not able to nominate a Related Party to hold the Shares offered to the Eligible Employee.
- 25.3 If an Eligible Employee is permitted in the Offer, the Eligible Employee may nominate a Related Party to be issued the Shares, Options or Performance Rights, Service Rights or Restricted Rights

the subject of the Offer. The nominated Related Party must execute any documents required by the Company in order to receive the grant of the Shares, Options or Performance Rights, Service Rights or Restricted Rights.

- 25.4 If Shares, Options or Performance Rights, Service Rights or Restricted Rights are granted to a Related Party nominated by an Eligible Employee, then to the extent necessary to give effect to these Rules, the Eligible Employee will continue to be treated as the Participant.
- 25.5 If a Participant ceases to Control its Related Party to whom Shares, Options, Performance Rights, Service Rights or Restricted Rights or Plan Shares have been granted under these Rules, then that Related Party must immediately transfer all Shares, Options, Performance Rights, Service Rights or Restricted Rights or Plan Shares held by it to the Participant. Each of the Participant and the Related Party will do (and hereby authorise the Company and its officers and agents to do) all things necessary, including executing all documentation necessary, to give effect to this clause.

26 FORFEITURE

Forfeiture Conditions

- 26.1 The Board may determine prior to any Offer if any Forfeiture Conditions apply in respect of Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares issued under that Offer.

Where Forfeiture Occurs

- 26.2 Where any Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares are subject to Forfeiture Conditions and any such Forfeiture Condition(s) occur, such Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares will be forfeited the Company will:
- 26.2.1 notify the Participant that the relevant Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares held by them have been forfeited;
- 26.2.2 arrange for the Participant's agent or attorney to sign any transfer documents required to transfer or otherwise deal with the relevant Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares; and
- 26.2.3 not be liable for any damages, compensation or other amounts to the Participant in respect of the relevant Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares that were subject to such forfeiture.

Fraudulent or dishonest actions

- 26.3 In addition to forfeiture in accordance with the Forfeiture Conditions (if any), where, in the reasonable opinion of the Board, a Participant:
- 26.3.1 acts fraudulently or dishonestly; or
- 26.3.2 wilfully breaches his or her duties to the Company,
- then the Board may deem all Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares held by the Participant will automatically be forfeited.

27 BUY-BACK

Buy-Back

- 27.1 Subject to any provisions to the contrary in the Constitution or Applicable Law, the Company may at any time Buy-Back any Shares where:
- 27.1.1 a Participant has become a Former Participant; or
- 27.1.2 any Performance Criteria attaching to the Shares have not, or cannot, be achieved by the Participant as determined by the Board in its sole discretion.
- 27.2 If the Company does not exercise its right to Buy-Back any Shares during the relevant Buy- Back Period, the Former Participant must repay any Employee Loan advanced to the Former Participant in respect of the purchase of such Shares in accordance with paragraph 21.4 and subject to clause 21.5, the Former Participant shall thereafter hold any remaining Shares in accordance with the terms of the Constitution.
- 27.3 The Buy-Back of Shares under clause 27.1 may occur in one or more tranches within such time, as determined by the Board in its sole and absolute discretion.

Buy-Back mechanism

- 27.4 Each Participant will do all acts, matters and things at any time which are necessary or desirable in the sole opinion of the Board to give effect to any Buy-Back of his or her Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares.

28 BUY-BACK PRICE FOR SHARES

- 28.1 Unless determined otherwise by the Board in its absolute discretion, the price on which each Share may be Bought-Back by the Company (**Buy-Back Price**) shall be determined as follows:

28.1.1 Where the Shares are Restricted Shares, the Buy-Back Price will be the Issue Price;

28.1.2 Where the Shares are not Restricted Shares:

28.1.2.1 where the Former Participant is a not a Bad Leaver, the Buy-Back Price will be the higher of the Issue Price and the Market Value of the Shares; and

28.1.2.2 where the Former Participant is a Bad Leaver, the Buy-Back Price will be the Issue Price of the Shares.

29 CANCELLATION

Securities may be Cancelled if Participant consents

- 29.1 Notwithstanding any other provisions of the Plan, if a Participant and the Board have agreed in writing that some or all of the Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares granted to that Participant may be Cancelled on a specified date or on the occurrence of a particular event and any consideration related thereto, then the Board may Cancel those Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares on the relevant date or on the occurrence of the particular event (as the case may be).

Cancellation of Shares, Options, Plan Shares and/or Performance Rights, Service Rights or Restricted Rights

- 29.2 Where the Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares are to be Cancelled by the Company, the Company may do such things and enter such arrangements with the Company's share registry or otherwise as it considers necessary to enforce any Cancellation and the relevant Participant will be bound by any action by the Company under this clause 29.2.

30 CAPITAL RECONSTRUCTIONS

- 30.1 Subject to any Applicable Laws, the number of Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares held by a Participant under the Plan may, in the sole and absolute discretion of the Board, be determined to be such number as is appropriate and so that the Participant does not suffer any material detriment following any variation in the share capital of the Company arising from:

30.1.1 a reduction, subdivision or consolidation of share capital;

30.1.2 a reorganisation of share capital;

30.1.3 a distribution of assets in specie;

30.1.4 the payment of a dividend, otherwise than in the ordinary course, of an amount substantially in excess of the Company's normal distribution policy; or

30.1.5 any issue of ordinary shares or other equity securities or instruments which convert into ordinary shares by way of capitalisation of profits or reserves.

- 30.2 Upon any adjustment being made pursuant to this clause, the Board will notify each Participant (or his or her legal personal representative where applicable) in writing, informing them of the number of Options and/or Plan Shares held by the relevant Participant.

31 TAKEOVERS

- 31.1 In the event that a takeover bid or offer is made to acquire all of the issued Shares of the Company (**Takeover**) and the Board forms the view that the bid or offer is likely to be successful and lead to a delisting of the Shares in the Company:

- 31.1.1 Options and Performance Rights which are not vested and were granted in the financial year of the Takeover will be forfeited, unless and to the extent otherwise determined by the Board in its discretion;
- 31.1.2 Service Rights will vest in full;
- 31.1.3 Any remaining unvested Options and Performance Rights held by the Participant shall be assessed by the Board in its discretion to determine the extent, if any, of vesting. Participants will be advised as to the extent of vesting via a Vesting Notice. Any remaining unvested Options and Rights will lapse; and
- 31.1.4 Vested Options and Rights held by employees of the Group may be exercised immediately upon receipt of the foregoing Vesting Notice being given to the Participant or they will lapse on completion of the Takeover.
- 31.2 For the avoidance of doubt if a Takeover offer or bid is made to acquire all of the issued Shares of the Company and the Board forms the view that the bid or offer is not likely to lead to a delisting of the Shares in the Company then no change will be made to the terms of previously issued Options or Rights.

32 RECONSTRUCTIONS

Compromise and arrangements

- 32.1 The Board must give a Reconstruction Notice to Eligible Employees if, under Part 5.1 of the Corporations Act, the Court sanctions a compromise or arrangement proposed for the purpose of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other company or companies which, if implemented, would result in a change in the Control of the Company (in each case, a **Reconstruction**).
- 32.2 Participants will be entitled, upon receipt of a Reconstruction Notice:
- 32.2.1 in the offer period referred to in the notice period for the shareholders' meeting the subject of the Reconstruction Notice, to exercise all or any of their Options or Rights; and/or
- 32.2.2 make a request to the Board to determine that some or all existing Performance Rights or Service Rights vest immediately and that Plan Shares in respect of all such Performance Rights, Service Rights or Restricted Rights be provided to the Eligible Employee, in which case:
- 32.2.2.1 the Board must process such a request as soon as possible with reference to the Performance Criteria relating to those Performance Rights or Vesting Conditions relating to those Service Rights; and
- 32.2.2.2 the Board may determine at its discretion the number (if any) of Performance Rights and/or Service Rights which shall vest in the Eligible Employee; and must provide that number of Shares to the Participant.
- 32.3 The Participant shall be entitled to receive the consideration payable upon receipt of a Reconstruction Notice, all Restrictions under this Plan are deemed to have been removed.

Ability to exercise Options

- 32.4 A Participant may exercise all or any of their Options, upon receipt of a Reconstruction Notice, regardless of whether or not the Vesting Conditions have been satisfied provided that no Option will be capable of exercise later than the Expiry Date.

Aggregation

- 32.5 For the purposes of a Reconstruction, if a number of Options are exercised simultaneously, or a number of Shares vest simultaneously, the number of Shares or fractions of Shares which are to be issued as a consequence, may be aggregated. Any fraction in that aggregate number only will be disregarded in determining the total entitlement of an Eligible Employee.

Calculations and adjustments

- 32.6 For the purposes of this clause 32, the Board will make any calculations or adjustments which are required to be made, which will be final and conclusive and binding on the Participants, in the absence of manifest error.

33 SEPARATE CLAWBACK OR MALUS POLICY

While the Company has a separate malus or clawback policy that applies to variable remuneration, and that policy addresses unvested and/or vested Rights and/or Options and/or Restricted Shares, then in the event of any inconsistency between the Plan Rules and the policy, the latter shall prevail.

34 CONTRAVENTION OF APPLICABLE LAWS

- 34.1 No act will be done or determination made in accordance with these Rules where to do so would be a breach of any Applicable Laws, 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 in respect of Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares.

35 ADMINISTRATION OF THE PLAN

Regulations

- 35.1 The Board may make such regulations for the operation of the Plan as it considers necessary, provided such regulations are consistent with these Rules.

Delegation

- 35.2 The Board may delegate any of its powers or discretions conferred on it by these Rules to a committee of the Board or to any one or more persons selected by it, including but not limited to the company secretary.
- 35.3 Any delegation will be for such period and upon such terms and conditions as determined by the Board from time to time.

Decisions final

- 35.4 Every exercise of a discretion by the Board (or its delegates) and any decision by the Board (or its delegates) regarding the interpretation, effect or application of these Rules will be final, conclusive and binding.

Attorney and agent

- 35.5 Each Participant hereby authorises and appoints the company secretary holding office at the relevant time (or their delegate) as their agent or attorney with power to do all things necessary in the name of and on behalf of the Participant to give effect to these Rules, including and without limitation, signing Option, Share or Plan Share transfers, and signing all documents and doing all acts necessary to effect a Buy-Back, and accounting for the proceeds of the sale of forfeited shares, but expressly excluding the power to exercise Options granted to the Participant under the Plan.
- 35.6 Each Participant agrees to indemnify and hold harmless any person acting as their agent or attorney in accordance with these Rules in respect of all costs, damages or losses of whatever nature arising from so acting, other than costs, damages or losses arising out of the agent's or the attorney's dishonesty, fraud or wilful breach of their duties.

Notice

- 35.7 Any notice required to be given to the Participants under the Plan will be sent to the address of the Participant as entered in the register. Notices may also be given to the Participants by being delivered in person, or given to the Participant by means of facsimile, email or other mode of electronic delivery as agreed between the Company and the Participant.
- 35.8 Any notice required to be given to the Company under the Plan will be sent to the registered office of the Company or such other address as is notified to Participants from time to time.

Delivery of notices

- 35.9 Any notice to be given to Participants may be delivered by hand to the Participant.
- 35.10 Any notice to be given to the Company may be delivered by hand or by prepaid post. Notices may also be given to the Company by means of facsimile, email or other mode of electronic delivery to such address as is notified by the Company to the Participant.
- 35.11 Notices delivered to Participants in accordance with the Constitution will be taken to be delivered in accordance with the Constitution. Notices delivered to the Company by pre-paid post will be taken to be delivered if properly addressed and stamped, 48 hours after mailing in Australia and seven days after mailing outside Australia. Notices delivered by facsimile, email or other mode of electronic delivery will be taken to be delivered on receipt of a successful transmission notice, return receipt or such other confirmation by which the sender can reasonably verify delivery.

36 PLAN AMENDMENT

Amendment of Plan

- 36.1 Subject to clause 36.2 and the Constitution, the Board may at any time amend these Rules or the

terms and conditions upon which any Shares, Options or Performance Rights, Service Rights or Restricted Rights have been issued under the Plan.

- 36.2 No amendment to these Rules or to Shares, Options or Performance Rights, Service Rights or Restricted Rights granted under the Plan may be made if the amendment, in the opinion of the Board, materially reduces the rights of any Participant in respect of Shares, Options or Performance Rights, Service Rights or Restricted Rights granted to them prior to the date of the amendment, other than:
- 36.2.1 an amendment introduced primarily:
 - 36.2.2 for the purposes of complying with or conforming to present or future legislation governing or regulating the Plan or like plans;
 - 36.2.3 to correct any manifest error or mistake;
 - 36.2.4 to allow the implementation of a trust arrangement in relation to the holding of Plan Shares granted under the Plan;
 - 36.2.5 for the purpose of complying with the Applicable Laws;
 - 36.2.6 to take into consideration possible adverse taxation implications in respect of the Plan including changes to applicable taxation legislation or the interpretation of that legislation by a court of competent jurisdiction or any rulings from taxation authorities administering such legislation; and/or
 - 36.2.7 an amendment agreed to in writing by any Participant(s) to the extent that the rights of such Participants are materially reduced.
- 36.3 The Board may determine that any amendment to these Rules or the terms of Shares, Options or Performance Rights, Service Rights or Restricted Rights granted under the Plan be given retrospective effect.
- 36.4 Amendment of these Rules or the terms and conditions upon which Shares, Options or Performance Rights, Service Rights or Restricted Rights are granted under the Plan by the Board will be of immediate effect unless otherwise determined by the Board.
- 36.5 As soon as reasonably practicable after making any amendment to these Rules or the terms and conditions of Shares, Options or Performance Rights, Service Rights or Restricted Rights granted under the Plan, the Board will give notice of the amendment to any Participant affected by the amendment. Failure by the Board to notify a Participant of any amendment will not invalidate the amendment as it applies to that Participant.

Amendment by addendum

- 36.6 Subject to any other provision of these Rules, the Board may from time to time amend the terms of this Plan as they will apply in particular jurisdictions or circumstances by means of an addendum to these Rules.

37 TERMINATION ORSUSPENSION

Termination or suspension

- 37.1 Subject to clause 37.2, the Board may at any time terminate the Plan or suspend the operation of the Plan for such period or periods as it thinks fit.

Resolution to terminate, suspend, supplement or amend

- 37.2 In passing a resolution to terminate or suspend the operation of the Plan, the Board must consider and endeavour to ensure that there is fair and equitable treatment of all Participants.

38 NO EMPLOYMENT CONTRACT

- 38.1 Nothing in these Rules or the terms of any Shares, Options or Performance Rights, Service Rights or Restricted Rights:

- 38.1.1 confers upon an Eligible Employee a right to a grant or offer of a grant of Shares, Options or Performance Rights, Service Rights or Restricted Rights;
- 38.1.2 confers on an Eligible Employee or a Participant the right to continue as an employee or officer of the Company (as the case may be);
- 38.1.3 affects the rights of the Company to terminate the employment or office of an Eligible Employee or a Participant (as the case may be);
- 38.1.4 affects the rights and obligations of any Eligible Employee or Participant under the terms of their office or employment with the Company;
- 38.1.5 confers any legal or equitable right on an Eligible Employee or a Participant whatsoever to take action against the Company in respect of their office or employment; or
- 38.1.6 confers on an Eligible Employee or a Participant any rights to compensation or damages in consequence of the termination of their employment or office by the Company for any reason whatsoever including ceasing to have rights under the Plan as a result of such termination.

39 ASIC RELIEF

- 39.1 Notwithstanding any other provisions of the Plan, every covenant or other provisions set out in an exemption or modification granted from time to time by ASIC in respect of the Plan or which applies to 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 clause 39 to be contained in the Plan is inconsistent with any other provision in the Plan, the deemed covenant or other provision will prevail.

40 NON-EXCLUSIVITY

Non-exclusivity

- 40.1 This Plan will not be deemed to be the exclusive method of providing incentive compensation to Eligible Employees, nor will it preclude the Company from authorising or approving other forms of incentive compensation for employees of the Company.

Relationship to other equity plans

- 40.2 Participation in this Plan will not affect or be affected by any participation in any other employee equity plan operated by the Company, except as specifically provided in the terms of that other plan.

41 GENERAL

No fiduciary capacity

- 41.1 The Board may exercise any power or discretion conferred on it by these Rules in the interest or for the benefit of the Company, and in so doing the Board is not required to act in the interests of another person or as requested by another person and will not be under any fiduciary obligation to another person.

Listing Rules

- 41.2 On the Company being admitted to the list of companies quoted on a recognised stock exchange, the provisions of the Listing Rules will apply to the Plan, and to the extent that the Plan and the Listing Rules are inconsistent, the provisions of the Listing Rules will apply.

Enforcement

- 41.3 These Rules, any determination of the Board made pursuant to the Rules, and the terms of any Shares, Options or Performance Rights, Service Rights or Restricted Rights granted under the Plan, will be deemed to form a contract between the Company and the Participant.

Governing law

- 41.4 This Plan and any Shares, Options or Performance Rights, Service Rights or Restricted Rights granted under it will be governed by, and must be construed according to, the laws of the Victoria and the Commonwealth of Australia.

42 DEFINITIONS AND INTERPRETATION

Definitions

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

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

- (a) the Corporations Act;
- (b) the Listing Rules (as applicable);
- (c) the Constitution;
- (d) the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth), each as amended from time to time;
- (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 paragraphs (a), (b), and (d) above; and
- (f) any other legal requirement that applies to the Plan;

Application means an application by an Eligible Employee to participate in the Plan made in response to an Offer;

ASIC means the Australian Securities and Investments Commission;

ASX means ASX Limited (ABN 98 008 624 691) trading as the Australian Securities Exchange;

Bad Leaver means, unless otherwise determined by the Board in its sole and absolute discretion, a Participant who ceases employment or office with the Company in any of the following circumstances:

- (a) the Participant's employment is terminated, or the Participant is dismissed from the office, for any of the following reasons:
 - (i) the Participant has committed any serious or persistent breach of the provisions of any employment contract entered into by the Participant with the Company;
 - (ii) the Participant being guilty of fraudulent or dishonest conduct in the performance of the Participant's duties, which in the reasonable opinion of the Company effects the Participant's suitability for employment with the Company, or brings the Participant or the Company into disrepute;
 - (iii) the Participant has been convicted of any criminal offence which involves fraud or dishonesty;
 - (iv) the Participant has committed any wrongful or negligent act or omission which has caused the Company substantial liability;
 - (v) the Participant has become disqualified from managing corporations in accordance with Part 2D.6 of the Corporations Act or has committed any act that, pursuant to the Corporations Act, may result in the Participant being banned from managing a corporation; or
 - (vi) the Participant has committed serious or gross misconduct, wilful

disobedience or any other conduct justifying termination of employment without notice; or

- (vii) the Participant has breached any term of the Employee Loan Agreement (if applicable);

Board means the board of directors of the Company, a committee appointed by the board of directors of the Company as constituted from time to time, or any person who is provided with delegated authority by the board from time to time;

Business Day means a day on which trading banks are open for business in Melbourne, Victoria, except a Saturday, Sunday or public holiday;

Buy-Back means the buy-back by the Company of Shares, pursuant to clause 27, and **Bought-Back** has a similar meaning;

Buy-Back Period means, with respect to any Share and any Participant that becomes a Former Participant, the period of 90 days from the date the Participant ceases to be an Employee;

Buy-Back Price means the price at which Shares are to be Bought-Back as determined under clause 28.1;

Cancel means the cancellation of Options and/or Performance Rights, Service Rights or Restricted Rights by the Company for payment of any consideration to the relevant Participant as required under clause 29.1 and **Cancellation** and **Cancelled** has a similar meaning;

Cessation of Disposal Restrictions Notice means the notice to a Participant that Restrictions and disposal restrictions related to the Company's share trading policy have ceased.

Company means LiveHire Ltd (ACN 153 266 605);

Competitor means any person which carries on a business that is the same as, or similar to, the Company's business or a part of the Company's business, and that person is determined by the Board in its sole and absolute discretion to be a Competitor of the Company;

Control has the meaning given in section 50AA of the Corporations Act and **Controlled** has a corresponding meaning;

Constitution means the constitution of the Company, as amended from time to time;

Corporations Act means the *Corporations Act 2001* (Cth), as amended from time to time;

Director means a director of any member of the Company;

Eligible Employee means: Directors, Employees and contractors to the Company who are declared by the Board in its sole and absolute discretion to be eligible to receive grants of Shares, Options, Performance Rights, Service Rights or Restricted Rights under the Plan;

Employee means an employee of the Company or director of the Company or other consultants to the Company;

Employee Loan has the meaning given to that term in clause 20;

Employee Loan Agreement means an agreement between the Company and an Employee with respect to an Employee Loan, substantially in the form set out in Schedule 4;

Employee Loan Repayment Notice has the meaning given to that term in clause 21.3;

Excluded Information has the meaning given to it in section 708A(7) of the Corporations Act;

Exercise Period means the period up to the Expiry Date during which a vested Option may be exercised, and as determined by the Board;

Exercise Price means the exercise price payable (if any) by a Participant to acquire a Plan Share upon the exercise of an Option as specified by the Board in the Offer in its sole and absolute discretion;

Expiry Date means, with respect to any Options:

- (a) the date 5 years from the Grant Date of those Options; or
- (b) any other date determined by the Board and as specified in the Offer with respect to those Options,

after which those Options lapse and may no longer be exercised;

Exercise Restriction means a period, if any, during which a Participant may not exercise vested Rights as specified in an Offer.

Fee means any fee payable by a Participant on the grant of an Option to them, and as determined by the Board in its sole and absolute discretion;

Forfeiture Conditions means any criteria, requirements or conditions as determined by the Board and as specified in the Offer or under these Rules with respect to any Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares which, if they occur (notwithstanding the satisfaction or waiver of any applicable Performance Criteria and Vesting Conditions) will result in a Participant forfeiting such Shares, Options, Performance Rights, Service Rights or Restricted Rights and/or Plan Shares (as applicable);

Former Participant means a Participant who ceases to be an Employee;

Grant Date means the date on which Options or Rights are granted to a Participant following the acceptance of an Application;

Group means the Company and its Related Bodies Corporate.

Issue Price means, with respect to a Share, the price per Share paid by the Participant pursuant to the relevant Offer;

Liquidity Event means:

- (a) a sale of all of the ordinary shares in the Company; or
- (b) a sale of all or substantially all of the assets of the Company;

Listing Rules means the listing rules, market rules or operating rules of a financial market in respect of which the Company's shares are quoted or are the subject of an application for quotation, including but not limited to, the official listing rules of the ASX (as relevant);

Market Value means a value determined by application of a valuation methodology approved by the Board;

Notice of Exercise means a notice of exercise of Options or Rights in the form or by the technological means determined by the Board from time to time;

Offer means an offer to an Eligible Employee to apply for the grant of Shares, Options, Performance Rights, Service Rights or Restricted Rights under the Plan;

Offer Conditions has the meaning given to that term in clause 4.4.2;

Offer Letter means a letter containing an Offer to an Eligible Employee that sets out the terms and conditions of the Offer;

Option means an option granted under this Plan to subscribe for, acquire and/or be allocated (as determined by the Board in its sole and absolute discretion) one Plan Share subject to the satisfaction of any Vesting Conditions, and payment of the relevant Exercise Price;

Participant means an Eligible Employee who has been offered Options, Shares, Plan Shares, Performance Rights, Service Rights or Restricted Rights and/or any other securities under this Plan and who has returned a corresponding Application to the Company that has been accepted by the Company pursuant to these Rules, or that Eligible Employee's Related Party nominated in accordance with clause 25. For the avoidance of doubt, where the context requires, a Participant includes a Former Participant;

Performance Criteria means any minimum performance requirements (as specified in the Offer Letter and determined by the Board in its sole and absolute discretion) which must be met prior to Options, Rights or Shares (as applicable) vesting in a Participant;

Performance Period means the period in which the Performance Criteria or Vesting Conditions must be satisfied in respect of a Performance Right, Service Rights or Option, as applicable;

Performance Right means a right granted under this Plan to be issued a Plan Share subject to the satisfaction of any Performance Criteria;

Plan means the employee incentive plan established in accordance with these Rules;

Plan Administrator means a person or entity appointed to administer the Plan;

Plan Share means any Share issued or transferred to a Participant upon exercise of an Option or the satisfaction of Performance Criteria of a Performance Right;

Reconstruction has the meaning given under clause 32.1;

Reconstruction Notice means written notice of a Reconstruction;

Related Body Corporate has the meaning given in section 9 of the Corporations Act;

Related Party in relation to an Eligible Employee means:

- (a) a trustee of a trust, in respect of which the Eligible Employee is the trustee or the Eligible Employee Controls a body corporate which is the trustee; or
- (b) a body corporate Controlled by such Eligible Employee.

Restricted Right means a Rights that is vested at grant but may not be exercised earlier than 90 days following the Grant Date;

Restricted Shares are those Shares subject to Restrictions.

Restrictions means a requirement that Participant must not:

- (a) dispose, sell, transfer or otherwise deal with the Shares or Plan Shares; or
- (b) grant a security interest in or over the Shares or Plan Shares,

and must comply with any other restriction as determined by the Board in its absolute

discretion and set out in an Offer.

Restriction Period means such period as the Board may determine at its absolute discretion;

Right means an entitlement granted under this Plan to subscribe for, acquire and/or be allocated (as determined by the Board in its sole and absolute discretion) one Plan Share subject to the satisfaction of Performance or Vesting Conditions, if any, specified in an Offer;

Rules means these rules in respect of the operation of the Plan, as amended from time to time;

Security Interest means a mortgage, charge, pledge, lien, encumbrance or other third party interest of any nature;

Service Right means a Right subject to a Vesting Condition;

Share means a fully paid ordinary share in the capital of the Company;

Share Trading Policy means any Company share trading policy as amended from time to time;

Shareholder means any holder of a Share;

Takeover has the meaning given under clause 31.1;

Takeover Notice means written notice of a Takeover;

Term means the period commencing on the Grant Date and ending on the Expiry Date (inclusive);

Transfer has the meaning given to that term in the Constitution.

Vesting Conditions means any time based requirement or condition (as specified in the Offer and determined by the Board in its sole and absolute discretion) which must be met prior to Options or Rights vesting in a Participant; and

Vesting Notice means a notice to a Participant informing the Participant that the Participant's Options have vested and are exercisable.

Interpretation

42.2 In these Rules, unless otherwise stated or the contrary intention appears:

42.2.1 the singular includes the plural and vice versa;

42.2.2 a gender includes all genders;

42.2.3 a reference to any legislation includes any modification or replacement of it and all regulations and statutory instruments issued under it and a reference to any provision of any legislation includes any modification or substitution of it;

42.2.4 a reference to these Rules means these Rules as amended from time to time and includes all recitals, annexures, addendums and schedules to these Rules;

42.2.5 a reference to a person includes a reference to the person's executors, administrators and successors or a body corporate including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee; and

42.2.6 in these Rules any reference to include means to include without limitation.

Applicable Laws

42.3 These Rules, the offering and granting of any Options, the issuing and/or transferring of any Plan Shares, and the rights attaching to or interests in the Options and Plan Shares, will at all times be subject to all Applicable Laws.

Share Trading Policy

42.4 A Participant must comply with any Share Trading Policy at all times.

Rounding

42.5 Where any calculation or adjustment to be made pursuant to these Rules produces a fraction of a cent or a fraction of an Option or a Plan Share, the fraction will be eliminated by rounding to the nearest whole number.

Headings

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

Constitution

42.7 The entitlements of Eligible Employees and Participants under these Rules are subject to the Constitution.

42.8 In the event of any inconsistency between these Rules and either of the Constitution, the terms of the Constitution will prevail to the extent of that inconsistency.

**ADDENDUM TO
LIVEHIRE LTD EMPLOYEE INCENTIVE PLAN**

TERMS AND CONDITIONS APPLICABLE TO UNITED STATES PERSONS

The Board of Directors of LiveHire Ltd hereby adopts this Addendum to the LiveHire Ltd Employee Incentive Plan (the “**Plan**”), effective as of 30 November 2020 (the “**Addendum Adoption Date**”), pursuant to clause 30.6 of the Plan. The rules set forth in this Addendum (the “**U.S. Rules**”) shall apply to Options and Performance Rights or other rights to acquire Shares (collectively, “**Awards**”) granted under the Plan to Eligible Employees who are residents of the United States of America or otherwise subject to income taxation by the United States of America (“**U.S. Persons**”). If there is a conflict, whether express or implied, between the Plan and these U.S. Rules as applicable to U.S. Persons, the U.S. Rules shall prevail.

1. DEFINITIONS

Any capitalized terms that are not defined herein will have the meanings given to them in the Plan.

“**Award**” means, as applicable, a grant of Options, Performance Rights or other rights to acquire Shares.

“**California Participant**” means a U.S. Participant who is a resident of the State of California.

“**Capital Reconstruction**” means a change in the capital structure of the Company, as described in clause 26 of the Plan.

“**Disability**” means a permanent and total disability within the meaning of Section 22(e)(3) of the U.S. Code.

“**Eligible U.S. Person**” means a U.S. Person who meets the requirements of Section 2.1 below.

“**Fair Market Value**” means, with respect to a Share as of any date:

(a) if the Shares are then listed on a securities exchange, (i) the closing sale price of a Share, (ii) the average of the high and low sales prices of a Share or (iii) the average "market price" (as that term is defined in the ASX Listing Rules) per Share (weighted by reference to volume) during the five trading days immediately preceding such date; provided that with respect to the establishment of the Exercise Price of an Option, the method of determining the Fair Market Value shall be set forth in the applicable Offer Letter; or

(b) if the Shares are not then listed on a securities exchange, the fair market value of a Share as determined by the Board in good faith, and in a manner consistent with the requirements of Section 409A or Section 422 of the U.S. Code, as applicable.

“Group Entity” means the Company or a Related Body Corporate.

“Incentive Stock Option” means an Option granted to an Eligible U.S. Person who is a U.S. Employee and that is intended to be (as set forth in the applicable Offer Letter) and which qualifies as an “incentive stock option” within the meaning of Section 422 of the U.S. Code.

“Nonstatutory Option” means an Option granted to an Eligible U.S. Person that is not intended to be (as set forth in the applicable Offer Letter), or that otherwise does not qualify as, an Incentive Stock Option.

“Rule 701” means Rule 701 promulgated pursuant to the Securities Act.

“Section 409A” means Section 409A of the U.S. Code.

“Securities Act” means the United States Securities Act of 1933, as amended.

“Separation from Service” means a termination of employment or other service with a Group Entity which constitutes a “separation from service” within the meaning of Section 409A.

“U.S. Code” means the United States Internal Revenue Code of 1986, as amended, and any applicable regulations and administrative guidelines thereunder.

“U.S. Consultant” means a U.S. Person engaged to provide consulting or advisory services (other than as an Employee or a Director) to a Participating Company, provided that (i) the identity of such person, the nature of such services or the entity to which such services are provided would not preclude the Company from offering or selling securities to such person pursuant to the Plan in reliance on either the exemption from registration provided by Rule 701 under the Securities Act or, if the Company is required to file reports pursuant to Section 13 or 15(d) of the Exchange Act, registration on a Form S-8 Registration Statement under the Securities Act, or (ii) the Company would be eligible to offer or sell securities to such person pursuant to the Plan without registration under the Securities Act in reliance on Section 4(a)(2) of the Securities Act or another applicable exemption.

“U.S. Employee” means a U.S. Person treated as an employee (including a member of the Board who is also treated as an employee) in the records of a Group Entity and, with respect to any Incentive Stock Option granted to such person, who is an employee for purposes of Section 422 of the U.S. Code; provided, however, that neither service as a member of the Board nor payment of a director’s fee is sufficient to constitute employment for purposes of these U.S. Rules.

“U.S. Person” means a person who is a resident of the United States of America or otherwise subject to income taxation by the United States of America.

“U.S. Participant” means a U.S. Person who has become a Participant.

2. RULES APPLICABLE TO ALL AWARDS GRANTED TO U.S. PERSONS

2.1. **Eligible U.S. Persons.** No U.S. Person shall be granted an Award pursuant to the Plan unless such person is, as of the date of grant of the Award, an Eligible Employee who is a U.S. Employee, U.S. Consultant or member of the Board of the Company or another Group Entity that is a majority-owned subsidiary of the Company or another Group Entity in a chain of majority-owned Group Entities beginning with the Company. No U.S. Consultant shall be eligible to become a Participant unless such U.S. Consultant is a natural person providing *bona fide* services to one or more of the foregoing entities and such services are not (i) in connection with the offer or sale of securities in a capital-raising transaction or (ii) performed to directly or indirectly promote or maintain a market for the Company's securities. No U.S. Person shall be eligible to be granted an Award prior to the date such person commences employment or other personal service relationship with a Group Entity. Notwithstanding any provision of the Plan to the contrary, no Award offered to a U.S. Person may be granted to a nominee or other Related Party nominated by such U.S. Person.

2.2. **Grant of Awards.** The Board may grant to an Eligible U.S. Person (a) Performance Rights, subject to the conditions described in Section 4 below, (b) Options which qualify as Incentive Stock Options or Options which do not qualify as Incentive Stock Options, which shall be Nonstatutory Options, and (c) other rights to acquire Shares. Incentive Stock Options may only be granted to Eligible Employees who are U.S. Employees and in accordance with Section 3 below. Nonstatutory Options, Performance Rights and other rights to acquire Shares may be granted to any Eligible U.S. Person. Unless Options granted pursuant to the Plan are specifically designated as Incentive Stock Options at the time of grant, they will be Nonstatutory Options. Any Option designated as an Incentive Stock Option that nevertheless fails to satisfy any of the requirements of Section 422 of the U.S. Code or the applicable regulations thereunder shall be treated as a Nonstatutory Option.

2.3. **Exercise Price of Options; Purchase Price of Other Rights.** No Option granted to an Eligible U.S. Person shall have an Exercise Price that is less than 100% of the Fair Market Value of a Share on the date that the Option is granted. Performance Rights or other rights to acquire Shares may have any purchase price determined by the Board, including no purchase price.

2.4. **Compliance with U.S. Securities Law.** The grant of Awards to Eligible U.S. Persons and the issuance of Shares pursuant to any Awards held by a U.S. Participant shall be subject to compliance with all applicable requirements of United States federal and state law with respect to such securities and the requirements of any stock exchange or market system upon which the Shares may then be listed. In addition, no Award held by a U.S. Participant may be exercised or Shares issued pursuant to Awards held by a U.S. Participant unless (a) a registration statement under the Securities Act shall at the time of such exercise or issuance be in effect with respect to the Shares issuable pursuant to the Awards or (b) in the opinion of legal counsel to the Company, the Shares issuable pursuant to the Awards may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. Except as otherwise

determined by the Board, the Company intends that securities issued to U.S. Persons pursuant to the Plan shall be exempt from requirements of registration and qualification of such securities pursuant to the exemptions afforded by Rule 701, and the Plan and these U.S. Rules shall be so construed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any Shares hereunder to any U.S. Person shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained. As a condition to issuance of any Shares, the Company may require a U.S. Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

2.5. **Tax Withholding.**

(a) **In General.** At the time that Awards are granted, Awards cease to be subject to a substantial risk of forfeiture (i.e., become vested), Awards are exercised or Shares are issued in settlement of Awards, in whole or in part, or at any time thereafter as requested by any Group Entity, the U.S. Participant hereby authorizes withholding from payroll or any other payment of any kind due to the U.S. Participant and otherwise agrees to make adequate provision for United States federal, state and local taxes and any other taxes or social insurance contributions required by law to be withheld, if any, which arise in connection with such Awards. The applicable Group Entity may require the U.S. Participant to make a cash payment to cover any such withholding tax obligation as a condition of grant, exercise or vesting of the Awards or issuance of Shares.

(b) **Withholding in or Directed Sale of Shares.** The Company shall have the right, but not the obligation, to deduct from the Shares issuable to a U.S. Participant upon the exercise or settlement of Awards, or to accept from a U.S. Participant the tender of, a number of whole Shares having a Fair Market Value, as determined by the Company, equal to all or any part of the tax withholding obligations of any Group Entity. The Fair Market Value of any Shares withheld or tendered to satisfy any such tax withholding obligations shall not exceed the amount determined by the applicable minimum statutory withholding rates. The Company may require a U.S. Participant to direct a broker, upon the exercise or settlement of Awards, to sell a portion of the Shares subject to the Awards determined by the Company in its discretion to be sufficient to cover the tax withholding obligations of any Group Entity and to remit an amount equal to such tax withholding obligations to the Group Entity in cash.

2.6. **Compliance with Section 409A.** All Awards granted to U.S. Participants are intended to comply with, or otherwise be exempt from, Section 409A. All such Awards shall be administered, interpreted, and construed in a manner consistent with Section 409A, as determined by the Company in good faith, to the extent necessary to avoid the imposition of additional taxes under Section 409A(a)(1)(B) of the U.S. Code. It is intended that any election, payment or benefit which is made or provided pursuant to or in connection with any Awards that may result in deferred compensation within the meaning of Section 409A shall comply in all respects with the applicable requirements of

Section 409A. Notwithstanding the foregoing, neither the Company nor the Board shall have any obligation to take any action to prevent the assessment of any tax or penalty on any Participant under Section 409A, and neither the Company nor the Board will have any liability to any Participant for such tax or penalty.

2.7. Electronic Delivery. By accepting an Offer under the Plan, the U.S. Participant (a) consents to the electronic delivery of all information with respect to the Plan and the Awards, and any reports of the Company provided generally to the Shareholders; (b) acknowledges that the Participant may receive from the Company a paper copy of any documents delivered electronically at no cost by contacting the Company by telephone or in writing; (c) further acknowledges that the Participant may revoke his or her consent to the electronic delivery of documents at any time by notifying the Company of such revoked consent by telephone, postal service or electronic mail; and (d) further acknowledges that the Participant understands that he or she is not required to consent to electronic delivery of documents.

2.8. Provision of Information. The Company shall deliver to each U.S. Participant such disclosures as are required in accordance with Rule 701 under the Securities Act.

3. RULES APPLICABLE TO INCENTIVE STOCK OPTIONS

3.1. Shareholder Approval of U.S. Rules Applicable to Incentive Stock Options. These U.S. Rules applicable to Incentive Stock Options were initially adopted by the Board on the Addendum Adoption Date and were, or will be, approved by the Shareholders no later than twelve (12) months after the Addendum Adoption Date. Any amendment to the ISO Share Limit set forth in Section 3.2 below or in the classes of U.S. Employees eligible to be granted Incentive Stock Options under the Plan set forth in Section 3.4 below shall be approved by a majority of the outstanding securities of the Company entitled to vote within a period beginning twelve (12) months before and ending twelve (12) months after the date on which any such amendment is adopted by the Board.

3.2. Maximum Number of Shares Issuable Pursuant to Incentive Stock Options. Subject to proportionate adjustment in the event of a Capital Reconstruction, the maximum aggregate number of Shares that may be issued under Plan pursuant to the exercise of Incentive Stock Options shall not exceed 50,000,000 (the “**ISO Share Limit**”).

3.3. Limitation on Time of Grant of Incentive Stock Options. No Incentive Stock Option shall be granted pursuant to the Plan later than the 10th anniversary of the Addendum Adoption Date. However, any Incentive Stock Options granted within such 10-year period shall continue to be governed by these U.S. Rules notwithstanding the expiration of such period.

3.4. Eligible Employees. An Incentive Stock Option may be granted only to an Eligible Employee who is (a) a U.S. Employee and (b) is an employee, within the meaning of Section 422 of the U.S. Code, of the Company or a corporation (other than

the Company) in an unbroken chain of corporations beginning with the Company and ending with the corporation employing such U.S. Employee in which, at the time of the grant of such Option, each of the corporations other than the last corporation in the unbroken chain owns shares possessing 50% or more of the total combined voting power of all classes of the share capital in one of the other corporations in such chain.

3.5. **Exercise Price.** The Exercise Price for each Incentive Stock Option shall be established in the discretion of the Board; provided, however, that (a) the Exercise Price shall be not less than 100% of the Fair Market Value of a Share on the date of grant of the Incentive Stock Option and (b) no Incentive Stock Option granted to a person who, at the date of grant, owns shares possessing more than 10% of the total combined voting power of all classes of voting securities of a Group Entity within the meaning of Section 422(b)(6) of the U.S. Code (a “**Ten Per Cent Owner**”) shall have an Exercise Price less than 110% of the Fair Market Value of a Share on the date of grant of the Incentive Stock Option.

3.6. **Incentive Stock Option Fair Market Value Limitation.** To the extent that an Incentive Stock Option granted to a U.S. Employee (together with all Incentive Stock Options granted to the U.S. Employee under all plans of the Group, including the Plan) becomes exercisable for the first time during any calendar year for Shares having a Fair market Value greater than U.S.D \$100,000, the portion of such Options which exceeds such amount will be treated as Nonstatutory Options. For purposes of this Rule, options designated as Incentive Stock Options are taken into account in the order in which they were granted, and the Fair Market Value of Shares is determined as of the date of grant of such Options. If a grant of Options is treated as an Incentive Stock Option in part and as a Nonstatutory Option in part by reason of the limitation set forth in this Rule, the Participant may designate which portion of such Options the Participant is exercising. In the absence of such designation, the Participant shall be deemed to have exercised the Incentive Stock Option portion of the Options first.

3.7. **Lapse of Incentive Stock Options.** No Incentive Stock Option shall be exercisable after the expiration of ten (10) years after the date of grant of such Option, provided that no Incentive Stock Option granted to a Ten Per Cent Owner shall be exercisable after the expiration of five (5) years after the date of grant of such Option.

3.8. **Effect of Termination of Employment or Leave of Absence on Incentive Stock Option.** A U.S. Participant’s exercise of an Option otherwise qualifying as an Incentive Stock Option shall be treated as the exercise of an Incentive Stock Option only if the U.S. Participant is (except in the case of termination of employment due to Disability or death), at all times during the period beginning with the date of grant of such Option and ending on the date three (3) months before the date of such exercise, an employee of a corporation described in Section 3.4 above or a corporation substituting or assuming an Option in a transaction to which Section 424(a) of the U.S. Code applies. In the case of termination of employment due to Disability, a period of one (1) year shall be substituted in place of the period of three (3) months, and in the case of termination of employment due to death, the foregoing employment requirement shall not apply. A U.S. Participant’s employment shall not be deemed to have been interrupted or terminated if

the Participant takes any military leave, sick leave, or other bona fide leave of absence approved by a Group Entity. However, unless the U.S. Participant's right to return to employment is guaranteed by statute or contract, if any such leave taken by a U.S. Participant exceeds three (3) months, then on the one hundred eighty-first (181st) day following the commencement of such leave an Option held by the Participant which remains outstanding shall be treated upon exercise as a Nonstatutory Option.

3.9. Incentive Stock Options Not Transferable. An Incentive Stock Option shall not be transferable by the U.S. Participant otherwise than by will or the laws of descent and distribution, and during the lifetime of the U.S. Participant shall be exercisable only by the U.S. Participant.

3.10. Notification of Disqualifying Disposition. If the U.S. Participant makes a disposition (as that term is defined in Section 424(c) of the U.S. Code) of any Shares acquired pursuant to Incentive Stock Options within two years following the date of grant of such Options or within one year after the Shares acquired upon the exercise of such Options are transferred to the Participant, the Participant must notify the Company of such disposition in writing within 30 days of the disposition.

4. RULES APPLICABLE TO PERFORMANCE RIGHTS

4.1. Performance Criteria and Vesting of Performance Rights. At the time of the grant of Performance Rights to an Eligible U.S. Person, the Board may impose such Performance Criteria or other conditions to the vesting of the Performance Rights as it, in its sole discretion, deems appropriate. Notwithstanding any provision of the Plan or any Offer Letter to the contrary, once established at the time of grant, such Performance Criteria or other conditions to the vesting of such Performance Rights may not be modified in any manner that could extend the Performance Period or otherwise delay or defer the date on which such conditions to vesting could be satisfied in a manner that would constitute an extension of the period in which compensation is subject to a substantial risk of forfeiture within the meaning of Section 409A.

4.2. Time of Settlement of Performance Rights. Notwithstanding any provision of the Plan or any Offer Letter to the contrary and except as complies with Section 4.3 below, no Performance Right granted to an Eligible U.S. Person shall permit the issuance of a Share in settlement of the Performance Right later than the 15th day of the third calendar month following the last day of the calendar year or Company fiscal year (whichever ends later) in which the Performance Right "vests" (i.e., ceases to be subject to a "substantial risk of forfeiture" within the meaning of Section 409A).

4.3. Compliance with Section 409A of the Code. In addition to the general provisions relating to Section 409A set forth in Section 2.7 of these U.S. Rules, the following rules shall apply to any Performance Rights that are subject to Section 409A:

(a) Notwithstanding anything to the contrary in the Plan, these U.S. Rules or any Offer Letter, to the extent required to avoid tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided

pursuant to the Plan on account of, and during the six (6) month period immediately following, the U.S. Participant's Separation from Service shall instead be paid on the first business day following the six-month anniversary of the U.S. Participant's Separation from Service (or upon the U.S. Participant's death, if earlier).

(b) Neither any U.S. Participant nor the Company shall take any action to accelerate or delay the payment of any amount or benefits under any Performance Right in any manner which would not be in compliance with Section 409A.

(c) Notwithstanding anything to the contrary in the Plan, these U.S. Rules or any Offer Letter, to the extent that any amount constituting deferred compensation subject to Section 409A would become payable to a U.S. Participant under the Plan by reason of a Liquidity Event, Takeover or Reconstruction, such amount shall become payable only if such event would also constitute a "change in control event" within the meaning of Section 409A.

(d) Should any provision of the Plan, these U.S. Rules or any Offer Letter be found not to comply with, or otherwise to be exempt from, the provisions of Section 409A as applicable to a U.S. Participant, such provision shall be modified and given effect (retroactively if necessary), in the sole discretion of the Board, and without the consent of the holder of Performance Rights, in such manner as the Board determines to be necessary or appropriate to comply with, or to effectuate an exemption from, Section 409A.

(e) Notwithstanding the foregoing, neither the Company nor the Board shall have any obligation to take any action to prevent the assessment of any tax or penalty upon any U S Participant under Section 409A, and neither the Company nor the Board will have any liability to any U S Participant for such tax or penalty.

5. **RULES APPLICABLE TO OTHER RIGHTS TO ACQUIRE SHARES**

5.1. **Notice of Availability of Election under Section 83(b) of the U.S. Code.** Each Offer made to a U.S. Person of an opportunity to acquire Shares that will be subject to Restrictions or Vesting Conditions constituting a "substantial risk of forfeiture" within the meaning of Section 83 of the U.S. Code shall contain the following notice:

(a) The Participant understands that Section 83 of the U.S. Code taxes as ordinary income the difference between the amount paid for the Shares, if anything, and the fair market value of the Shares as of the date on which the Shares are "substantially vested," within the meaning of Section 83. In this context, "substantially vested" means that the right of the Company to reacquire Shares that remain unvested upon the Participant's termination of employment or other service relationship with a Group Entity (the "**Reacquisition Right**") has lapsed. The Participant understands that he or she may elect to have his or her taxable income determined at the time he or she acquires the Shares rather than when and as the Reacquisition Right lapses by filing an election under Section 83(b) of the U.S. Code with the Internal Revenue Service no later than thirty (30) days after the date of acquisition of the Shares. The Participant understands that failure

to make a timely filing under Section 83(b) will result in his or her recognition of ordinary income, as the Reacquisition Right lapses, on the difference between the purchase price, if anything, and the Fair Market Value of the Shares at the time such restrictions lapse. The Participant further understands, however, that if Shares with respect to which an election under Section 83(b) has been made are forfeited to the Company pursuant to its Reacquisition Right, such forfeiture will be treated as a sale on which there is realized a loss equal to the excess (if any) of the amount paid (if any) by the Participant for the forfeited Shares over the amount realized (if any) upon their forfeiture. If the Participant has paid nothing for the forfeited Shares and has received no payment upon their forfeiture, the Participant understands that he or she will be unable to recognize any loss on the forfeiture of the Shares even though the Participant incurred a tax liability by making an election under Section 83(b).

(b) The Participant understands that he or she should consult with his or her tax advisor regarding the advisability of filing with the Internal Revenue Service an election under Section 83(b) of the U.S. Code, which must be filed no later than thirty (30) days after the date of the acquisition of the Shares pursuant to the Restricted Share Agreement. Failure to file an election under Section 83(b), if appropriate, may result in adverse tax consequences to the Participant. The Participant acknowledges that he or she has been advised to consult with a tax advisor regarding the tax consequences to the Participant of the acquisition of Shares hereunder. ANY ELECTION UNDER SECTION 83(b) THE PARTICIPANT WISHES TO MAKE MUST BE FILED NO LATER THAN 30 DAYS AFTER THE DATE ON WHICH THE PARTICIPANT ACQUIRES THE SHARES. THIS TIME PERIOD CANNOT BE EXTENDED. THE PARTICIPANT ACKNOWLEDGES THAT TIMELY FILING OF A SECTION 83(b) ELECTION IS THE PARTICIPANT'S SOLE RESPONSIBILITY, EVEN IF THE PARTICIPANT REQUESTS THE COMPANY OR ITS REPRESENTATIVE TO FILE SUCH ELECTION ON HIS OR HER BEHALF.

(c) The Participant must notify the Company in writing if the Participant files an election pursuant to Section 83(b) of the U.S. Code. The Company intends, in the event it does not receive from the Participant evidence of such filing, to claim a tax deduction for any amount which would otherwise be taxable to the Participant in the absence of such an election.

5.2. **Employee Loan.** The following rules shall apply to any Employee Loan offered to a U.S. Person to pay the purchase price to acquire Shares:

(a) No Employee Loan shall be offered to any U.S. Person if an exercise of an Option or purchase of Shares with the proceeds of an Employee Loan would be a violation of any Applicable Law.

(b) Any Employee Loan extended to a U.S. Person shall be evidenced by a promissory note in a form satisfactory to the Company and pursuant to which such U.S. Person shall remain personally liable for payment in full of principal and interest (i.e., a full-recourse loan). Interest on the principal balance of the promissory note shall bear interest at the minimum rate necessary to avoid imputed interest pursuant to all applicable

sections of the U.S. Code. In addition, such promissory note shall be secured by the Shares acquired pursuant to the then current form of security agreement as approved by the Company.

(c) At any time the Company is subject to the regulations promulgated by the Board of Governors of the United States Federal Reserve System or any other governmental entity affecting the extension of credit in connection with the Company's securities, including, without limitation, Section 402 of the Sarbanes-Oxley Act of 2002, any such promissory note shall comply with such applicable regulations, and the Participant shall pay the unpaid principal and accrued interest, if any, to the extent necessary to comply with such applicable regulations.

6. **RULES APPLICABLE TO AWARDS GRANTED TO CALIFORNIA PARTICIPANTS**

The following rules shall govern Awards granted under the Plan and these U.S. Rules to any California Participant at any time required for an exemption from qualification of securities under the California Corporate Securities Law of 1968 by reason of Section 25102(o) of the California Corporations Code, notwithstanding any other provisions of the Plan, these U.S. Rules or the applicable Invitation to the contrary:

6.1. **Limitation on Time of Grant of Awards to California Participants.** No Award may be granted to a California Participant following the 10th anniversary of the date on which the Plan and these U.S. Rules are adopted by the Board or approved by the Shareholders, whichever is earlier.

6.2. **Maximum Option Exercise Period.** The exercise period of any Option granted to a California Participant shall be no more than 120 months from the date of grant of the Option.

6.3. **Minimum Option Post-Service Exercise Periods.** Unless employment or service of the California Participant is terminated for "cause" as defined by applicable law, the terms of the Plan, these U.S. Rules or the Offer Letter, the right to exercise an Option in the event of termination of employment or service, to the extent that the Participant is entitled to exercise the Option on the date employment or service relationship terminates, will continue until the earlier of the lapsing of the Option's original Exercise Period, or:

(a) At least 6 months from the date of termination of employment or service if termination was caused by death or Disability.

(b) At least 30 days from the date of termination of employment or service if termination was caused by other than death or Disability.

6.4. **Awards Not Transferable.** No Options, Performance Rights or other rights to acquire Shares granted to a California Participant shall be transferable other than by will, by the laws of descent and distribution, or, if and to the extent permitted under the terms

of the Offer Letter, to a revocable trust or as permitted by Rule 701 under the Securities Act.

6.5. Shareholder Approval. Shareholders representing a majority of the Company's issued and outstanding Shares entitled to vote must approve these U.S. Rules by the later of (a) 12 months after the date the Plan is adopted by the Board or (b) 12 months after the granting of any Award to a California Participant. Any Option exercised or Share issuance pursuant to a Performance Right or other right to acquire Shares by a California Participant before such Shareholder approval is obtained must be rescinded if Shareholder approval is not obtained within the period described in the preceding sentence. Notwithstanding the foregoing, the Company will not be required to comply with this Section 6.5 for so long as (i) the Company qualifies as a "foreign private issuer," as defined by Rule 3b-4 of the United States Securities Exchange Act of 1934, as amended, and (ii) the aggregate number of California Participants and other persons resident in California granted options or issued securities under all plans or agreements of the Company does not exceed thirty-five (35).

6.6. Provision of Financial Statements. The Company must provide financial statements to each California Participant annually during the period such individual has Options, Performance Rights or other rights to acquire Shares outstanding; provided, however, that the Company will not be required to provide such financial statements to California Participants when the Plan and these U.S. Rules comply with all conditions of Rule 701 under the Securities Act.

6.7. Compliance with California Securities Laws. With respect to any Awards granted to a California Participant, the Plan and these U.S. Rules are intended to comply with Section 25102(o) of the California Corporations Code. Any provision of these U.S. Rules that is inconsistent with Section 25102(o), including without limitation any provision of the Plan, as modified by these U.S. Rules, that is more restrictive than would be permitted by Section 25102(o) as amended from time to time, shall, without further act or amendment by the Board, be reformed to comply with the provisions of Section 25102(o). If at any time the Board determines that the delivery of Shares under the Plan to a California Participant or other U.S. Participant is or may be unlawful under the laws of any applicable jurisdiction, or United States federal or state securities laws, the right to exercise an Option or receive Shares pursuant to Options, Performance Rights or other Share acquisition rights shall be suspended until the Board determines that such delivery is lawful. The Company shall have no obligation to effect any registration or qualification of the Shares under United States federal or state laws.