

3P Learning Equity Incentive Plan - Rules

Dated 2 October 2015

As amended by resolution of the Board on 17 December 2021.

King & Wood Mallesons

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.kwm.com

3P Learning Equity Incentive Plan - Rules

Contents

1	Introduction	1
1.1	Purpose	1
1.2	Commencement	1
1.3	Rules are binding	1
<hr/>		
2	Definitions and interpretation	1
2.1	Definitions	1
2.2	Interpretation	5
2.3	Heading	6
<hr/>		
3	Invitation, application and acceptance	6
3.1	Eligibility	6
3.2	Invitation may be made	6
3.3	Content of Invitation	6
3.4	Form of Application	7
3.5	Participant agrees to be bound	7
3.6	Acceptance of Application	7
3.7	When the Award Issuer must receive the Application	7
3.8	Who may apply	7
3.9	Award Issuer to grant Awards	8
3.10	When Applications will not be accepted	8
3.11	Board's discretion	8
3.12	Certificate or statement	8
3.13	Cessation of membership	8
<hr/>		
4	Vesting	8
4.1	Ordinary vesting	8
4.2	Acceleration of vesting	9
4.3	Retention of Awards	9

4.4	Individual not treated as ceasing to be an employee	9
<hr/>		
5	Lapse	10
5.1	Ordinary lapse	10
5.2	Acceleration of lapse	10
<hr/>		
6	Delivery of Shares	10
6.1	Satisfaction of Vested Performance Rights	10
6.2	Exercise of Options	11
6.3	Satisfaction of exercised Options	11
6.4	Cashless exercise of Options	11
6.5	Exercise of Share Appreciation Rights	12
6.6	Satisfaction of exercised Share Appreciation Rights	12
6.7	Shares to rank pari passu	13
6.8	Shares to be quoted on ASX	13
6.9	Delivery of Shares by allocation	13
<hr/>		
7	Dividend Equivalency Payments	13
<hr/>		
8	Adjustment	13
8.1	Bonus issue	13
8.2	Sub-division, rights issue, consolidation, reduction or return	13
8.3	Limited right to participate in new issues	14
8.4	Accumulation of adjustments	14
8.5	No adjustment by a Participant	14
<hr/>		
9	Register of Awards	14
<hr/>		
10	Restrictions	14
10.1	Restrictions on dealing with Awards	14
10.2	Shares subject to Restriction Period	15
10.3	Enforcement of Restriction Period	15
10.4	Release of Shares from the Plan	15
10.5	Removing Holding Locks	15
10.6	Request for withdrawal of Shares	15

10.7	Restrictions on dealing with Shares	15
<hr/>		
11	Malus and clawback	15
11.1	Malus and clawback	15
11.2	Board's powers	16
<hr/>		
12	Administration of Plan	17
12.1	Board to administer Plan	17
12.2	Board powers and discretions	17
12.3	Delegation of Board powers and discretions	17
12.4	Documents	17
12.5	Board decision - final and conclusive	17
12.6	Suspension of Plan	17
<hr/>		
13	Amendment of the Plan	18
13.1	Board may amend	18
13.2	No reduction of existing rights	18
13.3	Retrospective amendment possible	18
<hr/>		
14	Termination of the Plan	18
<hr/>		
15	Miscellaneous provisions	19
15.1	Rights of Participants	19
15.2	Instructions by Participants	19
15.3	Notices	19
15.4	Governing law	20
15.5	Payments net of tax	20

3P Learning Equity Incentive Plan - Rules

General Terms

1 Introduction

1.1 Purpose

The Plan provides eligible Employees with an opportunity to acquire an ownership interest in the Company or gain an economic exposure to the value of Shares in the Company and potentially dividends paid on Shares.

1.2 Commencement

The Plan commences on the date that the Company determines.

1.3 Rules are binding

The Company, the Trustee (if any), each Participating Company and each Participant are bound by these rules.

2 Definitions and interpretation

2.1 Definitions

The following words and expressions have the following meanings unless the contrary intention appears:

Application means an application for Awards made by an Employee under the terms of an Invitation.

Application Form means an application form attached to an Invitation.

ASX means ASX Limited or the market operated by ASX Limited as the context requires.

Award means:

- (a) an Option;
- (b) a Performance Right; or
- (c) a Share Appreciation Right.

Award Issuer means the Group Member which has offered or issued Awards to an Employee under the Plan.

Bad Leaver means a Participant who ceases to be an employee of any Group Member in circumstances where they:

- (a) resign (other than by way of Retirement);
- (b) are dismissed by the Company for cause (whether or not the dismissal amounts to summary termination); or

(c) are determined by the Board to be treated as a Bad Leaver, unless the Board determines otherwise.

Board means all or some of the Directors acting as a board of the Company or a sub-committee of the Board.

Business Day means a day other than a Saturday, Sunday or public holiday in Brisbane.

Company means 3P Learning Limited ACN 103 827 836.

Control has the same meaning as in the Corporations Act.

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

Director means a director of the Company.

Dividend Equivalency Payments means a right to receive cash payments equal to the value of the dividends that would have been received by the Participant if they held the Shares to which the relevant Awards relate.

Employer means any Group Member, and in relation to any particular Participant means the Group Member by which that Participant is for the time being employed.

Employee means a person who is a permanent full time or part time employee of a Group Member.

Event means:

- (a) a Takeover Bid for Shares which is successfully completed; or
- (b) any other transaction, event or state of affairs, that, in the Board's opinion, is likely to result in or does, or should otherwise be treated as, a change in the Control of the Company.

Exercise Period means, in respect of an Option and/or a Share Appreciation Right, the Period during which the Option and/or Share Appreciation Right can be exercised being the period commencing on the Vesting Date (or such later date specified in an Invitation) and ending on the Expiry Date.

Exercise Price means the amount payable by an Option holder to exercise an Option in accordance with rule 6.2 as set out in the relevant Invitation (subject to adjustment in accordance with these rules and the Listing Rules) (for the avoidance of doubt, the Exercise Price may be zero).

Expiry Date means, in respect of an Option and a Share Appreciation Right, the last date on which that Option or the Share Appreciation Right may be exercised as set out in the Invitation.

Good Leaver means a Participant who ceases to be an employee of a Group Member in the following circumstances:

- (a) due to the Redundancy or Retirement of the Participant;
- (b) the Participant has died or become Totally and Permanently Disabled; or
- (c) any Participant who is otherwise not a Bad Leaver.

Grant Date means, in relation to an Award, the date on which the Award is granted.

Group means the Company and each body corporate that is a Subsidiary of the Company.

Group Member means any member of the Group.

Holding Lock has the same meaning as in Chapter 19 of the Listing Rules.

Invitation means an invitation to apply for an Award under the Plan made in accordance with rule 3.2.

Listing Rules means the official listing rules of ASX, except to the extent of any express waiver by ASX.

Market Price means, in relation to Shares, an amount equal to the volume weighted average of the selling price of a Share recorded on the ASX over 20 ASX trading days immediately preceding the date on which the Market Price is to be calculated or if no sale occurred during such period the last sale price of a Share recorded on the ASX.

Option means, subject to the relevant Invitation, a right granted under rule 3.9 to acquire a Share (by transfer, issue or allocation) for the Exercise Price during the Exercise Period in accordance with these rules and, subject to the Terms and Conditions of Grant, Dividend Equivalency Payments in accordance with these rules.

Participant means an Employee to whom an Award has been granted and who has not ceased to be a Participant under rule 3.13 and includes a legal personal representative of the Participant.

Participating Company means each Award Issuer and each other Group Member to which the Board resolves that the Plan extends.

Performance Right means, subject to the relevant Invitation, a right granted under rule 3.9 to receive either a Share (by transfer, issue or allotment) or the cash equivalent and, subject to the Terms and Conditions of Grant, Dividend Equivalency Payments in accordance with these rules.

Plan means the 3P Learning Equity Incentive Plan, the rules of which are set out in this document.

Redundancy means the termination of a Participant's employment with a Group Member which, in the opinion of the Board, occurs by reason of either:

- (a) a restructure or state of affairs within the Company or a Group Member whereby the position previously being occupied by the Participant no longer exists within the Company or a Group Member; or
- (b) the Group Member that employs a Participant ceasing to be a Group Member.

Restriction Period means, in respect of a Share held by a Participant under the Plan, the period commencing at the date of acquisition of the Share by the Participant and ending on the earliest of:

- (a) the end date specified in the Invitation for the Award relating to that Share or if no end date was specified, the seventh anniversary of the date the Award was granted to the Participant;

- (b) the date on which the Participant is no longer an Employee;
- (c) the date on which the Board in its discretion notifies the Participant that an Event has occurred; and
- (d) a date determined by the Board.

Retirement means a Participant ceasing to be an Employee in circumstances where all of the following are satisfied:

- (a) the Participant has given notice of termination of their employment to their Employer voluntarily and no Group Member has given or proposed to give the Employee notice of the termination of their employment;
- (b) the Board is satisfied, acting reasonably, that the Participant has no intention to pursue further full-time employment;
- (c) the Participant has been an Employee for a period of not less than five years prior to the giving of notice of termination of their employment; and
- (d) prior to the expiration of the notice period, if required by a Group Member, the Participant executes a non-compete agreement in the form agreed by the Group Member.

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

Share means an ordinary fully paid share in the capital of the Company.

Share Appreciation Right means, subject to the relevant Invitation, a right granted under rule 3.9 to acquire Shares (by transfer, issue or allocation) equal in value to the gain above the notional exercise price in accordance with these rules and, subject to the Terms and Conditions of Grant, Dividend Equivalency Payments in accordance with these rules.

Securities Trading Policy means the Company's Securities Trading Policy announced to the ASX from time to time.

Subsidiary has the same meaning as in Division 6 of Part 1.2 of the Corporations Act.

Supplementary Condition means any term or condition (other than the rules or the Vesting Conditions) to which an Award is subject, or to which any Shares acquired on the vesting of the Award will be subject.

Takeover Bid has the meaning given in section 9 of the Corporations Act.

Tax Act means the *Income Tax Assessment Act 1936* (Cwlth) and the *Income Tax Assessment Act 1997* (Cwlth), as the context requires.

Terms and Conditions of Grant means all of:

- (a) these rules; and
- (b) the terms and conditions set out in the applicable Invitation including any Vesting Conditions and any Supplementary Conditions.

Totally and Permanently Disabled means, in relation to a Participant:

- (a) suffering the loss of two limbs or the sight of both eyes or the loss of one limb and the sight of one eye (where limb means the whole hand or the whole foot); or
- (b) having been absent from work through injury or illness for an initial period of six (6) consecutive months and being incapacitated to such an extent as to render the Participant unable ever to engage in work for reward of any occupation or work which he or she is reasonably capable of performing by reason of education, training or experience.

Tranche means a number of Awards which have the same Terms and Conditions of Grant.

Trust means any trust established by the Company for the purposes of facilitating the delivery of Shares to Participants in accordance with the obligations of Award Issuers under the Plan.

Trustee means the trustee from time to time of the Trust.

Vested Award means an Award in respect of which all of the Vesting Conditions and any Supplementary Conditions have been satisfied or waived or which has otherwise vested in accordance with rule 4.

Vested Option means an Option in respect of which all of the Vesting Conditions have been satisfied or waived or which has otherwise vested in accordance with rule 4.

Vested Performance Right means a Performance Right in respect of which all of the Vesting Conditions have been satisfied or waived or which has otherwise vested in accordance with rule 4.

Vested Share Appreciation Right means a Share Appreciation Right in respect of which all of the Vesting Conditions have been satisfied or waived or which has otherwise vested in accordance with rule 4.

Vesting Condition means, in relation to an Award, a condition which must be satisfied or waived before that Award becomes vested in its holder unless the Award vests in accordance with rule 4.

Vesting Date means, in respect of an Award, the date on which the Board confirms that the Vesting Conditions in relation to that Award are satisfied or waived, or such earlier date on which the Award vests in accordance with rule 4.

2.2 Interpretation

In these rules, unless the contrary intention appears:

- (a) words importing the singular include the plural and vice versa;
- (b) references to these rules, or any particular rule, means these rules, or the relevant rule, as amended from time to time;
- (c) the reference to Share in the definition of Award in rule 2.1 includes a reference to a Share resulting from an adjustment;
- (d) references to a statute or other law include regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

- (e) references to the exercise of a power or discretion include a decision not to exercise the power or discretion;
- (f) references to a “year” mean any period of 12 months;
- (g) the words “include”, “including” or “such as” are not used as, nor are they to be interpreted as words of limitation, and when introducing a list of items does not exclude a reference to other items whether of the same class or genus or not;
- (h) “Australian dollars”, “dollars”, “A\$” or “\$” is a reference to the lawful currency of Australia;
- (i) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (j) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (k) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (l) if an act under this agreement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day.

2.3 Heading

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

3 Invitation, application and acceptance

3.1 Eligibility

The Board may determine the Employees who are eligible to participate in the Plan from time to time.

3.2 Invitation may be made

From time to time a Group Member (the Award Issuer) may make an Invitation to participate in the Plan to an Employee who is eligible to participate in the Plan in accordance with rule 3.1.

3.3 Content of Invitation

An Invitation to an Employee to apply for Awards may be made on such terms and conditions as the Board decides from time to time, including as to:

- (a) the number and type of Awards for which that Employee may apply;
- (b) whether the Awards are satisfied by the delivery of cash on vesting;
- (c) in the case of Options, the Exercise Price, Exercise Period and Expiry Date and whether the Options may be exercised by way of a cashless exercise in accordance with rule 6.4;

- (d) in the case of Share Appreciation Rights, the notional exercise price, Exercise Period and Expiry Date;
- (e) whether the Awards will entitle the holder to Dividend Equivalency Payments;
- (f) whether the Awards must be or are able to be satisfied by the payment of cash on exercise;
- (g) any Vesting Conditions;
- (h) any Supplementary Condition; and
- (i) whether any Restriction Period will apply to any Shares delivered on vesting of Performance Rights or exercise of Options or Share Appreciation Rights, as applicable.

3.4 Form of Application

The Invitation to an Employee must be accompanied by an Application Form.

3.5 Participant agrees to be bound

Each Participant is, by submitting a completed Application Form, deemed to have agreed to be a Shareholder and to be bound by:

- (a) the terms of the Invitation and Application Form;
- (b) the provisions of these rules, as amended from time to time; and
- (c) the constitution of the Company, as amended from time to time.

3.6 Acceptance of Application

The Application must be in the form included with the Invitation, and may not be made on the basis that it is subject to any terms and conditions other than those specified in the Invitation. The method of acceptance of an Application must be set out in the Application Form, including:

- (a) the name or title of the person to whom the Application must be sent; and
- (b) the date and time by which the Application must be received by or on behalf of the Award Issuer.

3.7 When the Award Issuer must receive the Application

For an Application to be effective, it must be received by or on behalf of the Award Issuer by the time and date specified in the Invitation, unless otherwise determined by the Award Issuer.

3.8 Who may apply

On receipt of an Invitation, the Employee may apply for the Awards described in that Invitation by sending to the person designated by the Awards Issuer an Application duly completed and signed in accordance with rule 3.7.

3.9 Award Issuer to grant Awards

On receipt of an application for Awards, the Awards Issuer at the discretion of the Board may grant the Awards specified in the Invitation to the Employee, subject to the Terms and Conditions of Grant.

3.10 When Applications will not be accepted

An Application under rule 3.8 will not be accepted if, at the date the Application would otherwise be accepted:

- (a) he or she is not an Employee;
- (b) he or she has given their Employer notice of his or her resignation as an Employee; or
- (c) he or she has been given notice of termination of employment as an Employee or if, in the opinion of the Board, he or she has tendered his or her resignation to avoid such dismissal.

3.11 Board's discretion

The Board may determine that an Application under this rule 3 by an Employee who would otherwise be eligible to participate under these rules will not be accepted.

3.12 Certificate or statement

Following the grant of Awards under rule 3.9, the Award Issuer will issue to the Participant a certificate and/or other document that states or together state with respect to that grant:

- (a) the number and type of Awards granted;
- (b) the Grant Date;
- (c) where the Awards are comprised in two or more Tranches, the number of Awards in each Tranche;
- (d) whether any Restriction Period will apply to Shares delivered on vesting of the Performance Rights or exercise of the Options or Share Appreciation Rights, as applicable; and
- (e) other terms and conditions (if any) as determined by the Board.

3.13 Cessation of membership

A person ceases to be a Participant when all property or moneys to which the Participant is entitled under the Plan have been transferred or paid, or all rights the person has under the Plan have lapsed, in accordance with these rules.

4 Vesting

4.1 Ordinary vesting

Unless a Participant's Award lapses or vests or lapses at an earlier date, then subject to the Terms and Conditions of Grant (including the satisfaction or waiver

of any Vesting Condition or Supplementary Condition), the Award will become a Vested Award on the date the Vesting Conditions are satisfied or waived by the Board.

4.2 Acceleration of vesting

- (a) Subject to the Terms and Conditions of Grant, the Board may determine that all or a portion of the unvested Awards of a Participant are Vested Awards, as applicable, immediately or at some future time (including following the occurrence of such further event or circumstance as the Board determines) in any of the following circumstances:
 - (i) the Participant is a Good Leaver; or
 - (ii) an Event occurs.
- (b) If an Event occurs or the Board otherwise makes a determination under rule 4.2(a) in relation to an Option or a Share Appreciation Right, the Board may reduce the Exercise Period and bring forward the Expiry Date of the Option or Share Appreciation Right provided that the Exercise Period must be at least 60 days, unless a Takeover Bid has been made to the holders of issued Shares in the Company and the bidder under that Takeover Offer has lodged a compulsorily acquisition notice with ASIC in accordance with section 661B of the Corporations Act, in which case the Board may further reduce the Exercise Period and bring forward the Expiry Date of the Option or Share Appreciation Right to a period determined by the Board in its discretion.

4.3 Retention of Awards

If a Participant ceases to be an employee of a Group Member for any reason and any or all of their unvested Awards neither become Vested Awards in accordance with rule 4.2 or lapse in accordance with rule 5, those Awards will be retained by the Participant and will subsequently lapse or become Vested Awards in accordance with the Rules in the same way as if the Participant remained an employee of a Group Member.

4.4 Individual not treated as ceasing to be an employee

For the purposes of these Rules, a Participant:

- (a) is not treated as ceasing to be an employee of a Group Member and they will be neither a Good Leaver or a Bad Leaver unless and until the individual is no longer an employee of any Group Member, whether or not in the same capacity as at the time they become a Participant; and
- (b) is treated as ceasing to be an employee of a Group Member giving rise to their becoming either a Good Leaver or a Bad Leaver if the individual is no longer an employee of any Group Member because:
 - (i) the individual's employer ceases to be a Group Member, whether or not, after the cessation, the individual remains an employee of that employer; or
 - (ii) the individual is an employee of a business that is transferred to a person that is not a Group Member.

5 Lapse

5.1 Ordinary lapse

Notwithstanding any other provision of these rules an Award that has not vested at an earlier date will lapse on the earlier to occur of:

- (a) in respect of an Option or a Share Appreciation Right, the Expiry Date; or
- (b) the date the Vesting Conditions applicable to the Award are not met and are no longer able to be met and the Board has not waived those Vesting Conditions.

5.2 Acceleration of lapse

Subject to rule 4 and the Terms and Conditions of Grant, unless Awards have lapsed or vested at an earlier date, a Participant's Awards will lapse:

- (a) on the date the Participant becomes a Bad Leaver; or
- (b) if an Event occurs and the Board determines that they are to lapse, in which case the Board may determine that:
 - (i) all or a portion of the Awards are to lapse; and/or
 - (ii) the Awards are to lapse immediately or at some future time (including following the occurrence of such further event or circumstance as the Board determines).

6 Delivery of Shares

6.1 Satisfaction of Vested Performance Rights

Subject to rule 6.9, within 30 days after the Vesting Date in respect of a Participant's Vested Performance Rights the Performance Rights Issuer must, in the absolute discretion of the Board:

- (a) if the invitation for the relevant Performance Rights stated that the Performance Rights could be satisfied by either the delivery of Shares or the payment of cash, either:
 - (i) issue to the Participant, or cause to be issued, transferred or allocated to the Participant, the number of Shares comprised in each Vested Performance Right (expressed to four decimal places) multiplied by the number of Vested Performance Rights held by that Participant rounded down to the nearest whole number of Shares; or
 - (ii) procure the payment to the Participant of a cash amount equal to the Market Price of the Shares calculated in accordance with paragraph (i); and
- (b) in any other case, issue to the Participant, or cause to be transferred or allocated to the Participant, the number of Shares comprised in each Vested Performance Right (expressed to four decimal places) multiplied by the number of Vested Performance Rights held by that Participant rounded down to the nearest whole number of Shares.

6.2 Exercise of Options

Subject to the Terms and Conditions of Grant, at any time during the Exercise Period a Participant may exercise any or all of their Vested Options by paying the Exercise Price to the Company in the manner directed by the Board and providing the Company with a completed exercise notice in the form determined by the Board, if any.

6.3 Satisfaction of exercised Options

Subject to rule 6.9, within 30 days after a Vested Option is exercised in accordance with rule 6.2, the Issuer must, in the absolute discretion of the Board, either:

- (a) unless (b) applies, issue to the Participant, or cause to be issued or transferred to the Participant, one Share for each Vested Option exercised by the Participant (subject to any adjustment in accordance with rule 9); or
- (b) if the Invitation for the relevant Options stated that the Options could be satisfied by either the delivery of Shares or the payment of cash, either:
 - (i) issue to the Participant, or cause to be issued or transferred to the Participant, one Share for each Vested Option exercised by the Participant (subject to any adjustment in accordance with rule 9); or
 - (ii) procure the payment to the Participant of a cash amount equal to the Market Price of the Shares calculated in accordance with rule 6.3(b)(i).

6.4 Cashless exercise of Options

- (a) At any time during the Exercise Period in respect of a Participant's Vested Options, the Participant may exercise any or all of those Options by:
 - (i) exercising them in accordance with rule 6.2; or
 - (ii) if the Invitation for the relevant Options stated that the Options could be exercised via a cashless exercise, providing the Company with a completed notice which states that the Participant elects to undertake a cashless exercise of their Vested Options in accordance with this rule 6.4, in the form determined by the Board, if any ("**Cashless Exercise Notice**").
- (b) Within 30 days of a Participant providing the Company with a Cashless Exercise Notice in accordance with rule 6.4(a)(ii), the Issuer must, in the absolute discretion of the Board, either:
 - (i) unless (ii) applies, issue to the Participant, or cause to be issued or transferred to the Participant, the number of Shares calculated by the following formula:

(A minus B) divided by C, where:

A = Number of Shares to which each Vested Option relates x Number of Vested Options exercised x Market Price per Share

B = Number of Vested Options exercised x Exercise Price per Option

C = Market Price per Share

- (ii) if the Invitation for the relevant Options stated that the Options could be satisfied by either the delivery of Shares or the payment of cash, either:
 - (A) issue to the Participant, or cause to be issued or transferred to the Participant, the number of Shares calculated in accordance with the formula in rule 6.4(b)(i); or
 - (B) procure the payment to the Participant of a cash amount equal to the Market Price of the Shares calculated in accordance with the formula in rule 6.4(b)(i).

6.5 Exercise of Share Appreciation Rights

Subject to the Terms and Conditions of Grant, at any time during the Exercise Period a Participant may exercise any or all of their Vested Share Appreciation Rights by providing the Company with a completed exercise notice in the form determined by the Board, if any.

6.6 Satisfaction of exercised Share Appreciation Rights

Subject to rule 6.9, within 30 days after a Vested Share Appreciation Right is exercised in accordance with rule 6.5, the Issuer must, in the absolute discretion of the Board, either:

- (a) unless (b) applies, issue to the Participant, or cause to be issued or transferred to the Participant, the number of Shares equal in value to the difference between the Market Price on the date of exercise of the Share Appreciation Right and the notional exercise price for each Share Appreciation Right (expressed to four decimal places and subject to any adjustment in accordance with rule 9); or
- (b) if the Invitation for the relevant Share Appreciation Rights stated that the Share Appreciation Rights could be satisfied by either the delivery of Shares or the payment of cash, either:
 - (i) issue to the Participant, or cause to be issued or transferred to the Participant, the number of Shares equal in value to the difference between the Market Price on the date of exercise of the Share Appreciation Right and the notional exercise price for each Share Appreciation Right (expressed to four decimal places and subject to any adjustment in accordance with rule 9); or
 - (ii) procure the payment to the Participant of a cash amount equal to the difference between the Market Price on the date of exercise of the Share Appreciation Right and the notional exercise price for each Share Appreciation Right, calculated in accordance with rule 6.6(b)(i).

6.7 Shares to rank pari passu

All Shares issued or transferred on the vesting of a Participant's Performance Rights or exercise of a Participant's Options and/or Share Appreciation Rights, as applicable, will rank pari passu in all respects with the Shares of the same class for the time being on issue except for any rights attaching to the Shares by reference to a record date prior to the date of their allotment or transfer.

6.8 Shares to be quoted on ASX

If Shares of the same class as those issued on the vesting of a Participant's Performance Rights or exercise of a Participant's Options and/or Share Appreciation Rights, as applicable, are quoted on the ASX, the Company will apply to the ASX as required by the Listing Rules for those Shares to be quoted.

6.9 Delivery of Shares by allocation

- (a) The Board may determine that an Award Issuer's obligation under this rule 6 to issue or transfer Shares to the Participant is instead to be read as an obligation to procure that the Trustee allocates that number of Shares held by the Trustee under the terms of the Trust to the Participant.
- (b) If the Board makes a determination under rule 6.9(a), the Participant will be entitled to receive all dividends and other payments and exercise any voting rights in respect of the Shares held in the Trust on their behalf and they will be entitled to have the Shares transferred to them on request (subject to the Company's Securities Trading Policy and any applicable laws).

7 Dividend Equivalency Payments

If the Invitation for a Participant's Awards stated that they entitled the Participant to receive Dividend Equivalency Payments, the Award Issuer must pay to the Participant a cash amount equal to the value of the dividends the Participant would have received if they held the number of Shares to which the Awards relate within 30 days of the Company paying the relevant dividends to holders of its Shares.

8 Adjustment

8.1 Bonus issue

If the Company makes a bonus issue of Shares pro rata to members (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) and no Shares have been registered in the name of a Participant in respect of an Award held by the Participant before the record date for determining entitlements to the bonus issue, then number of Shares to which the Award relates will be increased by the number of Shares which the Participant would have received if the Performance Right had vested, or the Option or Share Appreciation Right had been exercised, as applicable, and Shares delivered to the Participant immediately prior to the record date for the bonus issue.

8.2 Sub-division, rights issue, consolidation, reduction or return

If there is any rights issue or reorganisation, including any subdivision, consolidation, reduction or return of the issued capital of the Company, the

number of Awards held by a Participant, the number of Shares to which the Awards relate, and in the case of Options or Share Appreciation Rights, the Exercise Price per Option, the notional exercise price per Share Appreciation Right and/or the nature of the shares to which the Awards relate will be adjusted in the way (if any) specified by the Listing Rules from time to time or, if the Listing Rules do not specify any adjustment, in the manner determined by the Board acting reasonably.

8.3 Limited right to participate in new issues

Subject to the preceding rules, during the currency of a Participant's Awards and before their vesting, in the case of Performance Rights or exercise in the case of Options or Share Appreciation Rights, the Participant is not entitled to participate in any new issue of Shares of the Company as a result of holding the Awards.

8.4 Accumulation of adjustments

Full effect must be given to rules 8.1 and 8.2 as and when occasions of their application arise and in such manner that the effects of the successive applications of them are cumulative, the intention being that the adjustments they progressively effect must be such as to reflect in relation to the Shares comprised in an Award the adjustments which on the occasions in question are progressively effective in relation to Shares already on issue. All adjustment calculations are to be to four decimal places.

8.5 No adjustment by a Participant

Unless otherwise provided in these rules, a Participant has no right to change the number of Shares to which an Award relates.

9 Register of Awards

Unless the Board determines otherwise, Awards granted under these rules (and Shares issued, transferred or allocated to the relevant Participant on their vesting or exercise) will be registered in the appropriate register of the Company and/or the Awards Issuer.

10 Restrictions

10.1 Restrictions on dealing with Awards

A Participant must not:

- (a) sell, assign, transfer or otherwise deal with, or grant a Security Interest over; or
- (b) enter into any arrangement for the purpose of hedging, or otherwise affecting their economic exposure to,

their Awards. If the Participant does so, the relevant Awards will lapse immediately unless the Board in its absolute discretion approves the dealing or the transfer or transmission is effected by force of law on death or legal incapacity to the Participant's legal personal representative.

10.2 Shares subject to Restriction Period

Rules 10.3 to 10.7 will apply to any Shares delivered or allocated to a Participant under rule 6 if the Invitation for the relevant Awards stated that a Restriction Period would apply to Shares delivered or allocated on the Vesting of those Awards.

10.3 Enforcement of Restriction Period

- (a) The Company and the Award Issuer are entitled to make, or procure the making of, such arrangements as they consider necessary to enforce any Restriction Period on Participants dealing with Shares, and Participants must agree to such arrangements and must not take any action or permit another person to take any action to remove the arrangements.
- (b) Without limiting rule 10.3(a), and subject to the Listing Rules, the Company may procure that a Holding Lock be put on those Shares while a Restriction Period applies.

10.4 Release of Shares from the Plan

After the expiration of the Restriction Period a Participant must hold his or her Shares outside the Plan and the Company and the Award Issuer must remove any transfer restriction imposed in accordance with rule 10.3.

10.5 Removing Holding Locks

Without limiting rule 10.4, when a Share is no longer subject to a Restriction Period, the Company must, as soon as reasonably practicable, procure that any Holding Lock on that Share is removed.

10.6 Request for withdrawal of Shares

A Participant may submit a request for the Board to waive the Restriction Period in relation to Shares and the Board may approve or reject such request in its absolute discretion or on such conditions as the Board determines.

10.7 Restrictions on dealing with Shares

By applying for and being granted Awards under these rules, each Participant undertakes the Participant will not dispose any of the Shares they are delivered or allocated on vesting or exercise of their Awards in breach of the Company's Securities Trading Policy.

11 Malus and clawback

11.1 Malus and clawback

Where, in the opinion of the Board:

- (a) a Participant:
 - (i) has engaged or participated in conduct which adversely affects, or is likely to adversely affect, the financial position or reputation of the Group;

- (ii) has acted fraudulently or dishonestly or made a material misstatement on behalf of the Group;
 - (iii) is in material breach of any of his or her duties or obligations to the Group;
 - (iv) has engaged in serious misconduct or gross negligence (including recklessness or wilful indifference); or
 - (v) is convicted of an offence or has a judgment entered against them in connection with the affairs of the Group;
- (b) all or part of the initial grant of Performance Rights, Options and/or Share Appreciation Rights is no longer justified having regard to information or circumstances which have come to light after a grant of a grant under the Plan was made; and
- (c) either:
- (i) Performance Rights, Options and/or Share Appreciation Rights would not have otherwise been granted as a result, directly or indirectly, of circumstances set out in clauses 11.1(a)(i) to 11.1(a)(v); or
 - (ii) the lifting of a Vesting Condition in relation to a grant under the Plan occurred where, in the opinion of the Board, the Performance Rights, Options and/or Share Appreciation Rights should not have been obtained or granted, or such a restriction would not have been lifted but for those circumstances,

then the Board may make a determination in accordance with clause 11.2.

11.2 Board's powers

In the circumstances set out in clause 11.1, the Board may, in its discretion, determine any treatment in relation to a grant of Performance Rights, Options and/or Share Appreciation Rights, including, without limitation, to:

- (a) adjust the Vesting Conditions attaching to a grant;
- (b) reduce or extinguish a Participant's entitlements to a grant;
- (c) deem all or some grants held by the Participant to have lapsed or been forfeited (as applicable) or else remain on foot subject to Vesting Conditions;
- (d) require that the Participant repay to the Company as a debt:
 - (i) the value of all or some of a grant received under the Plan;
 - (ii) all or part of the net proceeds of sale where Performance Rights, Options and/or Share Appreciation Rights acquired under the Plan or underlying Shares have been sold; and/or
 - (iii) any dividends (or Dividend Equivalent Payments) received in respect of a grant under the Plan or underlying Shares; and/or
- (e) adjust the Participant's incentive entitlements or participation in this Plan in the current year or any future year.

12 Administration of Plan

12.1 Board to administer Plan

The Plan is to be administered by the Board in accordance with these rules. The Board may make further provisions for the operation of the Plan which are consistent with these rules.

12.2 Board powers and discretions

Any power or discretion which is conferred on the Board by these rules must be exercised by the Board in the interests or for the benefit of the Company, and the Board is not, in exercising any power or discretion, under any fiduciary or other obligation to any other person.

12.3 Delegation of Board powers and discretions

Any power or discretion which is conferred on the Board by these rules including the power to invite Employees to participate in the Plan and to determine the terms and conditions of a Participant's Award may be delegated by the Board to:

- (a) a committee consisting of such directors, other officers or employees of the Company, or any combination of such persons as the Board thinks fit;
- (b) a related body corporate of the Company; or
- (c) a third party,

for such periods and on such conditions as the Board thinks fit. The Company or the Board at all times retains the absolute discretion to override any exercise of a power or discretion by its delegate.

12.4 Documents

Award Issuers may from time to time require a person invited to participate in the Plan or a Participant to complete and return such other documents as may be required by law to be completed by that person or Participant, or such other documents which the Award Issuer considers should, for legal, taxation or administrative reasons, be completed by that person or Participant.

12.5 Board decision - final and conclusive

Subject to rule 12.3, the decision of the Board as to the interpretation, effect or application of these rules and all calculations and determination made by the Board under these rules are final, conclusive and binding in the absence of manifest error.

12.6 Suspension of Plan

The Board may from time to time suspend the operation of the Plan and may at any time cancel the Plan. The suspension or cancellation of the Plan must not prejudice the existing rights (if any) of Participants.

13 Amendment of the Plan

13.1 Board may amend

Subject to rules 13.2 and 13.3, the Board may at any time by written instrument, amend all or any of the provisions of these rules, including this rule 13.

13.2 No reduction of existing rights

Any amendment to the provisions of these rules must not materially reduce the rights of any Participant as they existed before the date of the amendment, unless the amendment is introduced primarily:

- (a) for the purpose of complying with or conforming to present or future State, Territory or Commonwealth legislation governing or regulating the maintenance or operation of the Plan or like plans;
- (b) to correct any manifest error or mistake;
- (c) to enable contributions or other amounts paid by a Group Member to the Plan to qualify as income tax deductions for that member or another Group Member;
- (d) to enable the Trustee or any Employer to reduce the amount of fringe benefits tax under the *Fringe Benefits Tax Assessment Act* 1986 (Cwlth), the amount of tax under the Tax Acts, or the amount of any other tax or impost that would otherwise be payable by the Trustee or the Employer in relation to the Plan;
- (e) for the purpose of enabling the Participants generally (but not necessarily each Participant) to receive a more favourable taxation treatment in respect of their participation in the Plan; or
- (f) to enable the Plan or any Group Member to comply with the Corporations Act, the Listing Rules or its constitution.

13.3 Retrospective amendment possible

Subject to rule 13.2, any amendment made under rule 13.1 may be given retrospective effect as specified in the written instrument by which the amendment is made.

14 Termination of the Plan

The Plan terminates and is to be wound up (as provided below) on the occurrence of any of the following events:

- (a) if an order is made or an effective resolution is passed for the winding up of the Company other than for the purpose of amalgamation or reconstruction; or
- (b) if the Board determines that the Plan is to be wound up.

15 Miscellaneous provisions

15.1 Rights of Participants

Nothing in these rules:

- (a) confers on any person any expectation to become a Participant;
- (b) confers on any Employee the right to be invited to apply for, to be offered or to receive any Award;
- (c) confers on any Participant the right to continue as an employee of any Employer;
- (d) affects any rights which any Employer may have to terminate the employment of any Employee; or
- (e) may be used to increase damages in any action brought against any Employer in respect of any termination of employment.

No person, whether a Participant or otherwise, has any claim, right or interest in respect of the Plan or other property of the Plan, whether against the Company, the Trustee, an Award Issuer or any other person, as a consequence of termination of the Employee's employment or appointment or otherwise, except under and in accordance with these rules.

15.2 Instructions by Participants

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

15.3 Notices

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

- (a) sent by electronic mail or delivered by hand; or
- (b) sent by ordinary prepaid mail,

and is deemed to have been served:

- (c) if sent by electronic mail or delivered by hand, at the time of sending or delivery; or
- (d) if posted, three Business Days (or, if posted to a Participant's address outside Australia, seven Business Days) after the date of posting.

Delivery, transmission and postage is to the address of any Participant as indicated on the Application Form, any other address as the Board, the Trustee or any Participant may notify to the other or in the case of a Participant who is an

Employee, the address of the place of business at which the Participant performs the whole or substantially the whole of the duties of his or her office or employment.

15.4 Governing law

These rules are governed by the laws in force in New South Wales and are construed and take effect in accordance with those laws.

15.5 Payments net of tax

If, when the Board makes or is deemed to make a payment to a Participant under these rules (including a payment in the form of Shares), the Board is obliged to deduct or withhold any amount of tax or other government levy or impost, the payment to the Participant is to be made net of the deduction or withholding.