



Austin Engineering Limited
Performance Rights Plan
Plan Rules

Adopted by a resolution of the Board of directors on 20 December 2013 and as amended 10 October 2018.

1 Definitions and Interpretation

1.1 Definitions

In these Rules, unless the context otherwise requires:

Amendment has the meaning given to that term in Rule 18.1;

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

- (a) the Corporations Act;
- (b) the Listing Rules;
- (c) the Constitution; and
- (d) any other legal requirement that applies to the Act.

Application Form means the form the Board determines is to be used by an Eligible Employee to apply for Performance Rights under the Plan;

ASX means ASX Limited (ACN 008 624 691) or the stock exchange which it operates, as the context requires;

Board means the board of directors of the Company or a committee appointed by the board of directors of the Company for the purposes of the Plan;

Cash Settled has the meaning given in Rule 10.4(b).

Certificate means, in relation to a Performance Right, the certificate or statement (in a form approved by the Board) issued to the Participant which discloses the number of Performance Rights held by the Participant;

Company means Austin Engineering Limited (ACN 078 480 136);

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

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

Eligible Employee means a full or part-time employee (including a Director employed in an executive capacity) of a Group Company who is determined by the Board to be eligible to receive grants of Performance Rights under the Plan.

Employee Incentive Scheme means any employee equity scheme extended to senior manager and/or directors of the Company and its Related Bodies Corporate, and includes the Plan;

Equity Settled has the meaning given in clause 10.4(a).

Exercise Price means the amount (if any) determined by the Board as being payable by a Participant to acquire a Share upon exercise of a Performance Right. If no determination is made, the applicable Exercise Price is zero.

Expiry Date means the date and time when a particular Performance Right lapses.

Group Company means the Company, its Subsidiaries and any other entity declared by the Board to be a member of the group for the purposes of the Plan.

Holding Lock means a mechanism to prevent a Participant transferring or otherwise dealing with Shares.

Invitation means an invitation to an Eligible Employee inviting that person or his/her Nominee to participate in the Plan.

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

Leaver means a Participant who ceases to be an employee (including a Director employed in an executive capacity) of a Group Company. For the avoidance of doubt, if there is a change in the entity that engages the Participant as an employee or officer from one Group Company to another Group Company, the Participant will not be considered, for the purpose of these Rules, to have ceased to be an employee of a Group Company due to that change.

Listing Rules means the official listing rules of the ASX.

Nominee means in respect of an Eligible Employee:

- (a) a person who is the spouse, parent, brother, sister or child (**close relative**) of the Eligible Employee;
- (b) a body corporate in which the Eligible Employee or a close relative of the Eligible Employee has, or any two or more of the Eligible Employee and close relatives of the Eligible Employee together have, a controlling interest (including any interest that gives control); or
- (c) such other person approved by the Board in its absolute discretion,

provided that if the Company is relying on ASIC Class Order 14/1000 (or a successor instrument) when issuing an Invitation, the Board can restrict the definition of 'Nominee' to meet the requirements of ASIC Class Order 14/1000 (or a successor instrument).

Notice of Exercise means a duly completed notice of exercise of a Vested Performance Right signed by the Participant, in a form approved by the Board from time to time, and lodged in accordance with Rule 10.2.

Participant means a person who has been granted a Performance Right under the Plan and includes, if a Participant dies or becomes subject to a legal disability, the legal personal representative of the Participant.

Performance Condition means one or more conditions determined by the Board, and specified in the relevant Invitation, which must be satisfied or circumstances which must exist before a Performance Right can vest.

Performance Period means the period commencing and ending on dates determined by the Board, and specified in the relevant Invitation, against which performance is measured to determine the extent to which Performance Rights become Vested Performance Rights.

Performance Right means an entitlement to acquire a Share in the manner set out in this Plan.

Plan means the Austin Engineering Limited Performance Rights Plan as amended from time to time and operated in accordance with these Rules.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Rules means these Rules, as amended from time to time.

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

Special Circumstances means with respect to a Participant:

- (a) Total and Permanent Disablement;
- (b) the death of the Participant;
- (c) such other circumstances as the Board may at any time determine in its absolute discretion (whether before or after the date of grant).

Subsidiary has the meaning given to that term in the Corporations Act.

Tax means any tax, levy, charge, franchise, impost, duty, fee, rate, deduction, compulsory loan or withholding, which is assessed, levied, imposed or collected by any government agency and includes, for the avoidance of doubt, capital gains tax, fringe benefits tax, income tax, value added tax, goods and services tax, sales or use tax, training guarantee levy, profits tax, undistributed profits tax, payroll or employment tax, group tax, PAYG or PAYE withholding tax, land tax, import or customs duty, excise, municipal rates, and any interest, fine, penalty, charge, fee or any other amount imposed on or in respect of any of the above.

Test Date means such date as determined by the Board, and specified in the relevant Invitation, on which the Company's performance will be measured against the Performance Conditions to determine the extent to which the Performance Rights become Vested Performance Rights.

Total and Permanent Disability, means, in relation to a Participant, that the Participant has, in the reasonable opinion of the Board, become permanently incapacitated to such an extent as to render the Participant unlikely to engage in the Participant's usual occupation again.

Vested Performance Right means a Performance Right in respect of which all Performance Conditions have been satisfied or which is otherwise exercisable in accordance with these Rules.

1.2 Interpretation

In these Rules, unless the context otherwise requires:

- (a) a gender includes the other gender;
- (b) the singular includes the plural and conversely;
- (c) a reference to a person includes the legal personal representatives, successors and assigns of that person and also corporations and other entities recognised by law;
- (d) a reference to any law or to the Listing Rules includes that law or the Listing Rules as amended, re-enacted or replaced and any law that supersedes that law; and
- (e) headings are for convenience only and do not affect the interpretation of these Rules.

1.3 Board discretion

If the doing of any act, matter or thing under these Rules is dependent on the consent or approval of the Board or is within the discretion of the Board, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the Board in its absolute discretion unless express provision to the contrary has been made.

2 Purpose

The purpose of the Plan is to:

- (a) Attract, motivate and retain Eligible Employees;
- (b) Provide an incentive to Eligible Employees to drive continuing improvement in the Company's performance;
- (c) Provide market competitive reward mechanisms;
- (d) Provide Eligible Employees with the opportunity to acquire an ownership interest in the Company; and
- (e) Further align the financial interests of the Eligible Employees with those of the Company's shareholders.

3 Operation of the Plan

The Plan will operate in accordance with these Rules which binds the Company, any Subsidiary and each Participant.

4 Entitlement

Subject to these Rules and the terms of Invitation, each Performance Right confers on its holder the entitlement to be provided with one Share or (if Cash Settlement is applicable to that Performance Right) to receive a cash payment equal to the value of one Share on exercise of that Performance Right.

5 Invitation to participate

5.1 Invitation

The Board may, from time to time, at its absolute discretion, issue written Invitations (in such form as the Board decides from time to time) to Eligible Employees to apply for up to a specified number of Performance Rights.

5.2 Content of Invitations

The Board will advise each Eligible Employee who is issued an Invitation of the following information relevant to the Performance Rights that may be granted under the Plan pursuant to that Invitation, the:

- (a) number of Performance Rights for which may be granted;
- (b) date and time by which the application for Performance Rights must be received by the Company;
- (c) date on which, subject to these Rules, the Performance Rights will vest;
- (d) applicable Performance Conditions attaching to the Performance Rights;
- (e) consideration (if any) for the grant of the Performance Rights;
- (f) Exercise Price (if any) or the method of determining such Exercise Price;
- (g) requirements for exercise by the Participant on vesting;
- (h) Performance Rights, upon exercise under these Rules, must be Equity Settled or may, at the discretion of the Board, be Equity Settled or Cash Settled;
- (i) Expiry Date; and
- (j) any other relevant conditions to be attached to the Performance Rights or Shares (including, for example, any restrictions on the transfer of the Shares).

5.3 Invitation personal

- (a) Subject to Rule 5.3(b), an Invitation under the Plan is personal to the Eligible Employee to whom it is made and, accordingly, the Invitation may only be accepted by, and a Performance Right may only be issued to, the Eligible Employee to whom the Invitation is made.
- (b) An Invitation may provide that the Eligible Employee to whom it is made may nominate a Nominee to accept the Invitation and receive the Performance Rights the subject of the Invitation. The Eligible Employee shall provide to the Board such information about such Nominee as the Board may reasonably require. The Board may, in its absolute discretion, determine not to allow the grant of Performance Rights to a Nominee

nominated by an Eligible Employee, without being required to give any reason for such decision.

6 Applications for Performance Rights

6.1 Acceptance procedure

- (a) An Eligible Employee (or, if permitted by the Invitation, their Nominee) may accept the Invitation by giving to the Board an Application Form within the time period specified in the Invitation.
- (b) An Eligible Employee (or, if permitted by the Invitation, their Nominee), by submitting a completed Application Form, is deemed to have agreed to, and be bound by:
 - (i) the terms of the Invitation and Application Form;
 - (ii) these Rules; and
 - (iii) the constitution of the Company as amended from time to time.

6.2 Acceptance in whole or in part

An Eligible Employee who receives an Invitation may accept the Invitation in respect of all or part of the maximum number of Performance Rights specified in the Invitation. If an Eligible Employee accepts only part of the Performance Rights, then the Eligible Employee may only do so in respect of that number of Performance Rights which, if exercised, would result in the Eligible Employee, or (where applicable) their Nominee, acquiring a number of Shares that is not less than the minimum parcel.

7 Grant of Performance Rights

7.1 Grant of Performance Rights

- (a) On receipt of a completed Application Form but subject to the conditions of the Invitation, the Company may, at the discretion of the Board, accept the application and:
 - (i) grant the Performance Rights to the Eligible Employee or their Nominee, as the case may be; or
 - (ii) procure the grant of the Performance Rights by a third party.
- (b) A grant of Performance Rights by the Board constitutes an acceptance of the Eligible Employee's offer to enter into conditional contracts with the Company in the nature of Performance Rights.

7.2 No payment for Performance Rights

Unless otherwise determined by the Board, no payment is required for the grant of Performance Rights under the Plan.

7.3 Certificate

The Company must issue a Certificate to a Participant in respect of the Performance Rights granted to that Participant.

7.4 No quotation on ASX

Performance Rights will not be quoted on the ASX.

8 Restrictions on transfer of Performance Rights

8.1 No transfer

- (a) A Performance Right granted under the Plan is not transferable other than with the prior written consent of the Board (which may be withheld in its absolute discretion).
- (b) Subject to Rule 8.1(c), where a Participant purports to transfer, assign, mortgage, charge or otherwise dispose of or encumber (in whole or in part) a Performance Right other than in accordance with Rule 8.1(a), the Performance Right immediately lapses.
- (c) Rule 8.1(b) will not apply to the transmission of Performance Rights to a legal personal representative of a Participant following the Participant's death.
- (d) A Performance Right granted under the Plan may not be used to secure the payment of any monies.

8.2 Prohibition on value schemes or arrangements

A Participant must not enter into a scheme or arrangement that protects the value of Performance Rights granted under the Plan prior to them becoming a Vested Performance Right.

9 Vesting of Performance Rights

- (a) Except as otherwise provided in these Rules, the vesting of a Performance Right is conditional on the satisfaction of the Performance Conditions attaching to the Performance Right.
- (b) Subject to the Listing Rules and the Corporations Act, the Board may, at its discretion, by notice to the Participant reduce or waive the Performance Conditions in whole or in part and in any particular case.

10 Exercise of Performance Rights

10.1 Exercise conditions

Subject to Rule 11, a Performance Right granted under the Plan may only be exercised if, at the time of exercise:

- (a) the Performance Right is a Vested Performance Right;
- (b) the Performance Right has not lapsed under Rule 11; and
- (c) the Exercise Price (as adjusted under Rule 14, if applicable) has been paid.

10.2 Exercise procedure

A Participant, or (where applicable) their Nominee, may exercise any of their Performance Rights by lodging a Notice of Exercise and a cheque payable to the Company for the total Exercise Price (if any) applicable to those Performance Rights, or by such other means of payment as may be approved by the Board, at the head office of the Company or such other place nominated by the Board for this purpose.

10.3 Multiple exercise possible

The exercise of some Performance Rights only does not affect the Participant's right to exercise other Performance Rights at a later time.

10.4 **Provision of Shares or cash on exercise of Performance Right**

As soon as practicable, after the valid exercise of a Performance Right, the Company will:

- (a) issue, allocate or acquire on market for the person exercising the Performance Right, the relevant number of Shares, each credited as fully paid (**Equity Settled**); and/or
- (b) where permitted in the relevant Invitation, pay a cash amount to that Participant in accordance with Rule 10.5 (**Cash Settled**).

Where a Performance Right may be Cash Settled or Equity Settled (rather than just Equity Settled), the Board may determine the preferred settlement mechanic in its absolute discretion. The Company will also issue a substitute certificate for any remaining unexercised Performance Rights of that Participant.

10.5 **Cash Settlement**

Where the Board determines that any Performance Rights will be Cash Settled in accordance with Rule 10.4(b), the cash payment to be made to the Participant will be:

- (a) determined by reference to the value of the Shares which would otherwise have been granted to the Participant if the Performance Rights had been Equity Settled and as set out in the relevant Invitation; and
- (b) minus, unless otherwise determined by the Board, the funds required:
 - (i) to be withheld by law on account of Tax or superannuation; and/or
 - (ii) to pay the Exercise Price (if any) relating to the exercised Performance Rights.

10.6 **Shares rank equally**

Unless the terms of issue of the Performance Rights provide otherwise, Shares issued on the exercise of Performance Rights will rank equally in all respects with all existing Shares from the date of allotment, including in relation to:

- (a) voting rights; and
- (b) entitlements to participate in:
 - (i) distributions and dividends; and
 - (ii) future rights issues and bonus issues,

where the record date for determining entitlements falls on or after the date of allotment.

10.7 **Quotation on ASX**

The Company must apply for quotation on the official list of the ASX of Shares issued on the exercise of Performance Rights as soon as practicable after the issue of those Shares, so long as Shares are quoted on the ASX at that time.

11 Performance Conditions and Vested Performance Rights

11.1 **Performance criteria**

In its absolute discretion, and subject to these Rules, the Board may from time to time determine the Performance Periods and Performance Conditions that will apply to Performance Rights.

11.2 **Amendment or variation of Performance Conditions**

Subject to the Listing Rules and the Corporations Act, the Board may amend or vary the Performance Conditions applied under this Plan.

11.3 Test Dates

The Board may, in its absolute discretion, and subject to these Rules, determine and, if so, specify in an Invitation:

- (a) the number and frequency of the Test Dates applicable to Performance Rights; and
- (b) the extent to which Performance Rights will become Vested Performance Rights on any Test Date upon the satisfaction of the Performance Conditions during a Performance Period.

11.4 Determination of Vested Performance Rights

- (a) As soon as practicable after each Test Date applicable to any Performance Rights, the Board will determine:
 - (i) whether and to what extent the Performance Conditions have been satisfied by the Company during the Performance Period; and
 - (ii) if so, the proportion of the Performance Rights (if any) that became Vested Performance Rights on the Test Date.
- (b) Performance Rights that have become Vested Performance Rights on a Test Date will remain Vested Performance Rights, irrespective of whether, on any subsequent Test Date, the Performance Conditions are satisfied in relation to a Performance Period.

11.5 Rounding of fractions

If any determinations made under Rule 11.4, results in there being a fraction of a Vested Performance Right, the aggregate number of Vested Performance Rights shall be rounded as follows:

- (a) upwards to the nearest whole number, if the fraction is a value of 0.5 or more; and
- (b) downwards to the nearest whole number, if the fraction is a value less than 0.5.

12 Change of Control

12.1 Change of Control Event

For the purposes of this Rule 12.1, a **Change of Control Event** occurs if:

- (a) The Company becomes a subsidiary of another company;
- (b) The Company sells its main business to a person other than a Group Company;
- (c) A company which is a subsidiary of the Company which carries on the main business of the Group ceases to be a subsidiary of the Company;
- (d) There is any other reorganisation of the Company and the other Group Companies which results in a Participant ceasing to be an Eligible Employee; or
- (e) The Company passes a resolution for voluntary winding up or if an order is made for the compulsory winding up of the Company.

12.2 Effect of a Change of Control

- (a) Where a Change of Control Event has occurred or, in the opinion of the Board there are reasonable grounds to believe that a Change of Control Event will occur, the Performance Rights granted will vest if, in the Board's absolute discretion, performance is in line with the Performance Conditions attaching to those Performance Rights (as determined in accordance with Rule 11) over the period from the date of grant to the date of the Change of Control Event.

- (b) Any Performance Right referred to in Rule 12.2(a) which the Board determines does not vest will lapse automatically, unless the Board determines otherwise.

13 Lapse and forfeiture

13.1 Leaver

- (a) Where a Participant becomes a Leaver other than in accordance with Rule 13.1(b), their Performance Rights will automatically lapse on the date that the Participant becomes a Leaver.
- (b) Where a Participant becomes a Leaver due to Special Circumstances:
 - (i) the Board may determine that any or all of their Performance Rights will vest (whether or not the date for vesting has occurred); or
 - (ii) if no determination has been made by the Board under Rule 13.1(b)(i) within 6 months of the Participant becoming a Leaver, the Participant's Performance Rights will automatically lapse.

13.2 Other circumstances in which Performance Rights lapse

A Performance Right lapses, to the extent that it has not been exercised, on the earlier to occur of:

- (a) the Expiry Date;
- (b) the Performance Rights lapsing in accordance with Rule 8.1(b);
- (c) the Performance Rights lapsing in accordance with Rule 12.2(b);
- (d) the Performance Rights lapsing in accordance with Rule 13.1(a) or 13.1(b)(ii);
- (e) the applicable Performance Conditions not being achieved within the applicable Performance Period;
- (f) a determination of the Board that the Participant has, in the Board's opinion:
 - (i) been dismissed for a reason which entitles a Group Company to dismiss the Participant without notice or has committed any act of fraud, defalcation or gross misconduct in relation to the affairs of that company (whether or not charged with an offence); or
 - (ii) done any act which brings a Group Company into disrepute; and
- (g) 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 Performance Rights.

13.3 Performance Rights may be cancelled if Participant consents

Notwithstanding any other provision of the Plan, and subject to the Listing Rules, if a Participant and the Board have agreed in writing that some or all of the unvested Performance Rights granted to that Participant may be cancelled on a specified date or on the occurrence of a particular event, then the Board may cancel those Performance Rights on the relevant date or on the occurrence of the particular event (as the case may be).

13.4 No compensation

A Participant will not be entitled to any compensation in respect of the lapsing of any Performance Rights.

14 Capital reconstructions and new issues

14.1 Adjustment for bonus issues

- (a) If Shares are issued by the Company pro-rata to shareholders generally by way of 'bonus issue' (as that term is defined in the Listing Rules), a Participant is entitled, upon vesting of a Performance Right, to receive in addition to the Share in respect of which the Performance Right vests and without the payment of any further consideration, the number of Shares which the Participant would have received if the Performance Right had vested before the record date for the bonus issue.
- (b) Any additional Shares to which a Participant becomes entitled under Rule 14.1(a) will, until those additional Shares are issued, transferred or allocated to the Participant, be regarded as:
 - (i) Additional Shares into which the performance Rights may vest for the purposes of any subsequent application of application of Rule 14.1(a); and
 - (ii) Additional Performance Rights to which the Participant is entitled for the purposes of any application of Rule 14.2.

14.2 Rights issues

Subject to the Board determining otherwise, a Participant does not have the right to participate in a pro-rata issue of Shares made by the Company or sell renounceable rights except that, if the Performance Rights have been exercised then the Participant will be able to participate in the rights issue along with other shareholders.

14.3 Reorganisation

In the event of any reorganisation (including consolidation, sub-division, reduction, return or cancellation) of the issued Shares of the Company, the number of Performance Rights to which each Participant is entitled or the Exercise Price of the Performance Rights (or both as appropriate) will be adjusted in the manner provided for in the Listing Rules.

14.4 New issues

Subject to Rules 14.1, 14.2 and 14.3, during the currency of any Performance Rights and prior to their exercise, Participants are not entitled to participate in any new issue of Shares of the Company as a result of their holding of Performance Rights.

14.5 Fairness in application

In the application of this Rule 14, the Board may (as far as possible) make whatever adjustments it deems necessary or desirable to ensure that the consequences of that application are as fair as between the Participants and the holders of other securities in the Company subject to the Listing Rules.

15 Restriction on disposal of Shares

15.1 Restriction period

Where the Board issues an Invitation to an Eligible Employee inviting an application for the grant of Performance Rights, the Board may, in its discretion, determine that a restriction period (**Restriction Period**) will apply to some or all of the Shares issued or transferred to a Participant following the vesting of their Performance Rights (**Restricted Shares**).

15.2 Waiver of Restriction Period

The Board may, in its sole discretion, having regard to the circumstances at the time, waive a Restriction Period determined pursuant to Rule 15.1.

15.3 **No disposal of Shares while restricted**

A Participant must not dispose or otherwise deal with any Shares issued or transferred to a Participant under the Plan while they are Restricted Shares.

15.4 **Enforcement of Restriction Period**

The Company may implement any procedure (including the imposition of a Holding Lock) it considers appropriate to restrict a Participant from dealing with any Restricted Shares issued for as long as those Shares are Restricted Shares.

15.5 **Lapse of restrictions attaching to Shares**

When a Share ceases to be a Restricted Share, all restrictions on disposing of or otherwise dealing or purporting to deal with that Share provided in or under these Rules will cease.

16 **Plan costs and brokerage**

- (a) Unless otherwise determined by the Board, the Company must pay:
 - (i) all costs, charges and expenses relating to the establishment and operation of the Plan; and
 - (ii) any brokerage for the acquisition of Shares upon the exercise of a Performance Right.
- (b) For the avoidance of doubt, the Company is not responsible for any brokerage payable in relation to the sale of Shares held by any Participant.

17 **General restrictions**

Notwithstanding any Rule, Performance Rights and Shares may not be issued, transferred or dealt with under the Plan if to do so would contravene the Corporations Act, the Listing Rules or any other applicable laws or where the compliance with any applicable law would in the opinion of the Board be unduly onerous or impractical.

18 **Amendments**

18.1 **General**

Subject to Rule 18.2 and the Listing Rules, the Board may amend, add to, delete, revoke or otherwise vary any or all of the Performance Conditions, the terms of issue of a Performance Right, or these Rules at any time in any manner it thinks fit in its absolute discretion (**Amendment**).

18.2 **Limitation on Amendments**

No Amendment to the provisions of these Rules may be made which reduces the rights of Participants in respect of Performance Rights acquired by them prior to the date of the Amendment, other than an Amendment introduced primarily:

- (a) for the purpose of complying with or conforming to present or future State, Territory or Commonwealth legislation or the Listing Rules;
- (b) to correct any manifest error or mistake; or
- (c) to take into consideration possible adverse tax implications in respect of the Plan arising from, amongst others, adverse rulings from the Commissioner of Taxation, changes to taxation laws (including an official announcement by the Commonwealth of Australia) and/or changes in the interpretation of taxation laws by a Court.

18.3 Notice of Amendments

As soon as reasonably practicable after making any Amendment, the Board must give notice in writing to any affected Participant.

18.4 Retrospective effect

- (a) The Board may determine that any Amendment to these Rules or terms of the Performance Rights granted under the Plan be given retrospective effect.
- (b) Amendments of these Rules or the terms and conditions upon which Performance Rights are granted under the Plan by the Board shall be of immediate effect unless otherwise determined by them.

19 Irrevocable Power of Attorney

In order to ensure compliance with these Rules, the Board may require a Participant to grant an irrevocable power of attorney (in the form set out in the Invitation or such other form determined by the Company) to any person nominated from time to time by the Board.

20 Trust

The Board may, in its discretion, use an employee share trust or other mechanism for the purposes of holding and/or delivering any Share under these Rules on such terms and conditions as determined by the Board in its absolute discretion. For the avoidance of doubt, the Board may do all things necessary for the establishment, administration, operation and funding of an employee share trust.

21 Tax

21.1 Subdivision 83A-C of the ITAA 1997

Subdivision 83A-C of the ITAA 1997 applies to the Plan, subject to the requirements of the ITAA 1997 and as amended from time to time.

21.2 Withholding Tax

A Participant will be responsible for and indemnifies each relevant Group Company against any Tax or social security contributions liability relating to their Performance Right. Any Group Company may withhold an amount equal to such Tax or social security contributions liability from any amounts due to the Participant (to the extent such withholding is lawful) and/or make any other arrangements as it considers appropriate to ensure recovery of such Tax or social security contributions liability including, without limitation, the sale of sufficient Shares acquired subject to the Performance Right to realise an amount equal to the Tax or social security contributions liability.

Without limiting the amounts that may be deducted or withheld under applicable laws, where Performance Rights are exercised the Company may:

- (a) make any withholding or payment for any Tax, superannuation or other social security contributions liability which the Company is required by law to make in connection with the grant, issue, transfer, vesting, exercise or Cash Settlement of a Performance Right;
- (b) require the Participant to reimburse the Company for any Tax, superannuation or other social security contributions liability which the Company is required to withhold but does not so withhold;

- (c) sell on behalf of the Participant the number of Shares required to provide the funds required to be withheld on account of Tax, superannuation or other social security contributions liability;
- (d) with the prior agreement of the Participant sell on behalf of the Participant the number of Shares required to provide the funds required for the Exercise Price (if any) relating to the exercised Performance Rights; and/or
- (e) raise the amount required to be either withheld on account of Tax, superannuation or other social security contributions liability, or in relation to the Exercise Price (if any) relating to the exercised Performance Rights through any combination of the methods in paragraph (a) to (d).

22 Miscellaneous

22.1 Terms of employment not affected by Plan

- (a) The rights and obligations of any Participant under the terms of their office or employment with a Group Company are not to be affected by their participation in this Plan and these Rules will not form part of, or be incorporated into, any contract of engagement or employment of any employee with a Group Company.
- (b) No Participant will have any rights to compensation or damages in consequence of the termination of their office or employment for any reason whatsoever in so far as those rights arise or may arise from their ceasing to have rights under the Plan as a result of such termination.

22.2 Board to administer

- (a) The Plan is administered by the Board which has power to:
 - (i) determine appropriate procedures and make regulations for the administration of the Plan consistent with these Rules; and
 - (ii) delegate to any one or more persons (for such period and on such conditions as it may determine) the exercise of any of its powers or discretions arising under the Plan.
- (b) Except as otherwise expressly provided in this Plan, the Board has absolute and unfettered discretion to act or refrain from acting under or in connection with the Plan or any Performance Rights under the Plan and in the exercise of any power or discretion under the Plan.
- (c) In the event of any dispute or disagreement as to the interpretation of the Plan, or as to any question or right arising from or related to the Plan or to any Performance Rights granted under it, the decision of the Board is final and binding.

22.3 Suspension or termination of Plan

- (a) The Plan may be suspended or terminated at any time by resolution of the Board.
- (b) In the event of a suspension or termination, these Rules will continue to operate with respect to any Performance Rights issued under the Plan prior to that suspension or termination.

22.4 Board power to waive

Notwithstanding any other provisions of this Plan, the Board may at any time waive in whole or in part any additional terms or conditions (including any Performance Condition) in relation to any Performance Rights granted to any Participant.

22.5 **Adjustments to Plan in the case of foreign resident Participants**

Where a Performance Right is granted under the Plan to a person who is not a resident of Australia, the provisions of the Plan apply subject to any alterations or additions as the Board determines having regard to any Applicable Laws, matters of convenience or similar factors which may have application to the Participant or to any Group Company in relation to the Performance Right.

22.6 **Notices**

Any notice or direction given under these Rules is validly given if it is handed to the person concerned or sent by ordinary prepaid post to the person's last known address or given in any reasonable manner which the Board from time to time determines.

22.7 **Connection with other plans**

Unless the Board otherwise determines, participation in the Plan does not affect, and is not affected by, participation in any other Employee Incentive Scheme by the Company unless the terms of that other Employee Incentive Scheme provide otherwise.

22.8 **Compliance with Applicable Laws**

Notwithstanding anything in this Plan, the terms of the Performance Rights granted under the Plan and all things done under the Plan must comply with all Applicable Laws.

22.9 **Governing law**

These Rules are governed by and shall be construed in accordance with the laws of the State of Queensland and the Commonwealth of Australia.

22.10 **Advice**

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

22.11 **No representation as to tax or financial consequences**

- (a) No Group Company, any adviser to a Group Company or the Board makes any representation or warranty:
 - (i) as to the future market value of any Shares;
 - (ii) that the Plan will have any particular taxation or financial consequences for any particular Participant; or
 - (iii) that the Participant will gain any taxation or financial advantage by participating in the Plan.
- (b) No Group Company, any adviser to a Group Company or the Board are liable for, or as a consequence of, any taxes imposed upon or duties assessed against a Participant.