

Tyro Payments Limited

Team Incentive Plan Rules

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Plan Rules

1. Definition and Interpretation

1.1 Definitions

After Tax Dividends means in respect of a Participant, the amount calculated in accordance with the following formula:

$$D - [(D + IC) \times TR - IC]$$

where:

D = the aggregate dividend declared or determined to be paid on the Loan Shares Allocated to the Participant under the Plan and on any bonus shares allotted in respect of those Loan Shares.

IC = the imputation credit arising from the franking (if any) of D.

TR = the highest personal income tax rate under the applicable income tax act plus the medicare levy any other levy (for example any temporary budget repair levy) which increases an individual's personal income tax liability but exclusive of any medicare levy surcharge, as applicable in the relevant tax year.

Allocate means:

- (a) the issue of a Share to or for the benefit of;
 - (b) procuring the transfer of a Share (pursuant to a purchase on-market or an off-market transfer) to or for the benefit of; or
 - (c) procuring the setting aside of a Share for the benefit of,
- a Participant.

Application means an application by an Eligible Employee to participate in the Plan and be granted an Award.

ASIC means Australian Securities and Investment Commission.

ASX means ASX Limited ACN 008 624 691 or the financial market operated by it, as the context requires.

Award means:

- (a) an Option;
- (b) a Performance Right;
- (c) a Restricted Share; or
- (d) an Incentive Right.

Bad Leaver means any Participant who ceases employment with the Company (or, if applicable, a Group Company) by reason of:

- (a) resignation;
 - (b) fraudulent or dishonest conduct; or
-

- (c) termination for cause or summary dismissal pursuant to the terms of the Participant's terms of employment, or otherwise for:
- (i) suspension or termination of their working visa (if applicable), or any restriction on their ability to work lawfully in Australia;
 - (ii) wilful or deliberate behaviour that is inconsistent with the continuation of employment by the Company (or Group Company, as applicable);
 - (iii) engaging in conduct that causes imminent and serious risk to the health or safety of a person or which is likely to adversely affect the reputation, viability or profitability of the Company's or Group's business;
 - (iv) theft and/or fraud;
 - (v) wilful misrepresentation of any qualifications, licences, certifications, etc.;
 - (vi) misappropriation of funds;
 - (vii) being indicted for a criminal offence;
 - (viii) having a judgement entered in civil proceedings in respect of the contravention by the Participant of duties at law, in equity or under statute in their capacity as an executive or Director of a Group Company;
 - (ix) attending work under the influence of drugs and/or alcohol;
 - (x) verbally or physically assaulting, abusing, harassing or threatening an officer, client or customer of the Group or another Employee;
 - (xi) malicious damage to property of the Group, an officer, client or customer of the Group or another Employee;
 - (xii) wilful disobedience of a lawful and reasonable direction given by a representative of the Company (or any other Group Company);
 - (xiii) a wilful, serious breach of applicable Group codes of conduct and workplace policies and processes including the confidentiality and intellectual property provisions contained in the Participant's terms of employment; and / or
 - (xiv) any other matter that the Company (or Group Company) believes is consistent with the meaning of "serious misconduct" in the Fair Work Act 2009 (Cth) and the Fair Work Regulations 2009 (Cth);
- (d) any matter (including as a Good Leaver) but where within the period of restraint set out in the Participant's terms of employment (or if not so specified, 3 months of ceasing employment):
- (i) the Participant commences employment with a competitor;
 - (ii) the Participant establishes a business which is in competition with the Group;
 - (iii) key client accounts move to the Participant; or
 - (iv) key existing staff cease employment with a company in the Group and commence employment with the Participant.

Board means the board of directors of the Company, any committee of that board or a duly authorised person or body to which that board has delegated its powers under this Plan.

Cessation Date means in relation to a particular Participant, the date on which Cessation of Employment of that Participant occurs.

Cessation of Employment means in relation to a particular Participant:

- (a) that Participant ceases to be an Employee for whatever reason; or
- (b) that Participant's employer (being a company other than the Company) ceases to be a Group Company.

Change of Control Event means:

- (a) a Takeover Bid being made for Shares in the Company;
- (b) a court orders a meeting to be convened in relation to a compromise or arrangement for the purposes of, or in connection with:
 - (i) a scheme which would, if it becomes effective, result in any person (either alone or together with its related bodies corporate) owning all of the shares in the Company; or
 - (ii) a scheme for the reconstruction of the Company or its amalgamation with any other company or companies;
- (c) any other transaction or event that in the Board's opinion is likely to result in a change of Control of the Company.

Company means Tyro Payments Limited ACN 103 575 042 AFSL 471951.

Constitution means the constitution of the Company

Contributions means a monetary amount to be applied towards the price payable for the Allocation of a Share, whether made before or after the Allocation, from one or more of the following:

- (a) gross (before-tax) wages or salary;
- (b) net (after-tax) wages or salary;
- (c) a bonus or other remuneration.

Control has the meaning given in section 50AA of the Corporations Act.

Corporations Act means Corporations Act 2001 (Cth).

Dealing means in relation to an Award or a Share (as the case may be), any dealing, including but not limited to:

- (a) a sale, transfer, assignment, trust, encumbrance, option, swap, any alienation of all or any part of the rights attaching to the Award or Share;
- (b) any attempt to do any of the actions set out in paragraph (a); and
- (c) any arrangement or transaction in financial products that operates to limit the economic risk associated with holding a Share or Award.

Dealing Restriction means the restrictions on Dealing with an Award or Shares (as applicable) as set out in these Rules or an Invitation.

Dividend Equivalent Right means a right to be paid a cash amount that is ultimately determined by reference to (wholly or in part):

- (a) the amount or value of dividends paid or payable in relation to Shares over a specified period of time; or
- (b) a change in the amount or value over a specified period of time of dividends paid or payable in relation to Shares.

Eligible Employee means an Employee or any other person who the Board determines is eligible to receive a grant of an Award under an *employee share scheme* as defined in the Corporations Act under the Plan.

Employee means any person who is an employee or director in an executive capacity of, or an individual who provides services to, a Group Company.

employer include company engaging a person to provide services.

employment includes engagement.

Exercise Price means the amount payable to exercise an Option following Vesting as set out in an Invitation (as adjusted or amended in accordance with these Rules).

Financial Year means the financial year of the Company (being at the time of adoption of these Rules a period of 12 months starting on 1 July in one year and ending on 30 June in the following year).

Forfeited Share means a Share forfeited in accordance with these Rules.

Good Leaver means a Participant who:

- (a) ceases employment or office with any Group Company and the Participant is not a Bad Leaver, and includes where a Participant's employment or office ceases due to redundancy, bona fide retirement, permanent incapacity or death; or
- (b) ceases employment or office with any member of the Group Company and whom the Board in its absolute discretion determines is a Good Leaver (including where the Participant would otherwise be considered a Bad Leaver).

Group means the Company and each Group Company.

Group Company means the Company and each of its Subsidiaries.

Incentive Right means a right to be paid a cash amount that is ultimately determined by reference to (wholly or in part):

- (a) the price or value of Shares at a specified point in time or period of time; or
- (b) a change in the price or value of Shares over a specified period of time.

Invitation means an invitation to apply to participate in the Plan and apply for a grant of an Award, or other form of offer as defined in section 9 of the Corporations Act of an Award, to an Eligible Employee made by the Board under clause 2.1.

Issue Cap means the issue cap for offers involving Monetary Consideration under section 1100V of the Corporations Act, as may be adjusted in accordance with applicable laws.

Lender means the Group Company which makes a Loan to a Participant pursuant to the terms of these Rules and an Invitation.

Loan means a loan by a Group Company to a Participant of all or part of the amount payable for the Allocation of Restricted Shares pursuant to the terms of the Rules and an Invitation.

Loan Balance means in relation to a Loan, the outstanding amount of the Loan, including any interest payable on the Loan, but less any amount forgiven on the Loan, pursuant to the terms of the Loan.

Loan Shares means Restricted Shares Allocated to a Participant pursuant to the Plan in respect of which a Loan was made to the Participant.

Listing Rules means the official listing rules of the ASX as they apply to the Company from time to time.

Market Value in relation to a Share means:

- (a) the VWAP of Shares over the 10 Trading Days on which sales were recorded on ASX immediately before the relevant date; or
- (b) any other calculation as determined by the Board.

Monetary Consideration means monetary consideration payable by the Participant in respect of or on the issue (including grant), transfer and/or exercise of an Award.

Offer Document means one or more documents which together constitute an offer document that complies with clause 2.6(d) and applicable laws and is otherwise in the form approved by the Board from time to time.

Option means an option to acquire one Share (or to be paid a cash payment in lieu of one Share) in accordance with these Rules and an Invitation.

Participant means a person who has holds an Award or Share under the terms of this Plan from time to time.

Performance Right means a right to acquire one Share (or to be paid a cash payment in lieu of one Share) in accordance with these Rules and an Invitation.

Plan means the Tyro Payments Limited Team Incentive Plan as set out in these Rules.

Restricted Share means a Share Allocated under this Plan as a "Restricted Share" (other than as result of the exercise of an Option or the Vesting of a Performance Right).

Restriction Period means the period during which a Participant must not Deal with Awards or Shares Allocated on exercise or Vesting of an Award as specified in an Invitation.

Rules means the terms and conditions set out in this document as amended from time to time.

Securities Trading Policy means the policy of the Company on Dealing in securities of the Company as amended or replaced from time to time.

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

Subsidiary means a body corporate which is a subsidiary of the Company within the meaning of section 9 of the Corporations Act.

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

Tax means any tax, levy, excise, duty, charge, surcharge, contribution, withholding tax, impost or withholding obligation of whatever nature, whether direct or indirect, by whatever method collected or recovered, together with any fees, penalties, fines, interest or statutory charge.

Tax Liability means a liability of the Participant for income tax or employment taxes under any wage, withholding or other arrangements or for any other tax, social security contributions or levy or charge of a similar nature.

Trading Day means any day on which the ASX is open for trading.

Trust means in relation to an Invitation, the trust specified by the Company as the trust for the purposes of the Invitation.

Trust Deed means the trust deed of the Trust, as amended from time to time

Trust Share means in respect of a Participant, a Share Allocated under the Plan that is held by the Trustee on behalf of that Participant pursuant to the Trust Deed.

Trustee means the trustee under the Trust Deed.

Unvested in respect of an Award means an Award which has not Vested.

Vest or Vesting means the process by which the holder of an Award becomes entitled to:

- (a) in the case of an Option, exercise the Option in accordance with clause 9.2;
- (b) in the case of a Performance Right, be Allocated a Share in accordance with clause 11.1;
- (c) in the case of a Restricted Share, Deal with that Share free from the restrictions placed on Dealing under the Vesting Conditions; or
- (d) in the case of an Incentive Right, be paid the amount payable in respect of the Incentive Right,

following all Vesting Conditions that apply to that Award being satisfied or otherwise waived by the Board.

Vesting Condition means one or more conditions which must be satisfied or circumstances which must exist before an Award Vests under these Rules.

Vesting Period means the period or periods over which the Vesting Conditions are measured or tested as specified by the Board for the purposes of a particular Award, including any period or periods over which any re-testing of Vesting Conditions occurs.

VWAP in relation to a Share mean the arithmetic average of the daily volume weighted average market price of the Shares (calculated to 2 decimal places of one cent) of all Shares sold on ASX excluding:

- (a) special crossings, overseas trades, trades pursuant to the exercise of options, overnight trades, and any other trades that are excluded from an ASX volume weighted average price calculation; and
- (b) any trades that the Board determines to exclude on the basis that the trades are not fairly reflective of natural supply and demand.

1.2 Interpretation

Headings are for convenience only and do not affect the interpretation of these Rules. The following rules of interpretation apply to these Rules unless the context requires otherwise:

- (a) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (b) if a word or phrase is given a defined meaning in this Plan, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (c) the word including or any other form of that word is not a word of limitation;
- (d) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (e) a reference to a clause or schedule is to a clause of or a schedule to these Rules and a reference to these Rules includes any schedule to these Rules;
- (f) a reference to a Share includes a Restricted Share; and
- (g) an issue is not precluded from being a pro rata issue because certain holders of Shares are excluded from the issue or are allowed to subscribe for a greater number of securities than the entitlement of those holders, pursuant to the Corporations Act or Listing Rules.

1.3 Application of Corporations Act and ASX Listing Rules

- (a) Notwithstanding any other provision of these Rules, no Award may be offered under the Plan if to do so would contravene the Corporations Act, the Listing Rules, instruments of relief issued by ASIC from time to time relating to employee incentive schemes which the Company is relying on or any other legal requirement that applies to the Plan. Notwithstanding any other provisions of the Plan, every covenant or other provision set out in an exemption or modification granted from time to time by the ASIC in respect of the Plan pursuant to its power to exempt and modify the Corporations Act and required to be included in the Plan in order for that exemption or modification to have full effect, is deemed to be contained in the Plan. To the extent that any covenant or other provision deemed by this Rule to be contained in the Plan is inconsistent with any other provision in the Plan, the deemed covenant or other provision shall prevail.
- (b) Notwithstanding any other provision of these Rules, Awards and Shares must not be issued, acquired, transferred or otherwise dealt with under the Plan if to do so would contravene the Corporations Act or the ASX Listing Rules.

1.4 Income Tax Assessment Act

This Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in that Act).

1.5 Important notice to Eligible Employees

- (a) There are legal and tax consequences associated with participation in the Plan. Eligible Employees should ensure that they understand these consequences before accepting an Invitation to participate in the Plan.

- (a) Any advice given by or on behalf of the Company is general advice only and does not take into account any particular Eligible Employee's objectives, financial situation and needs. Eligible Employees should consider obtaining their own financial product advice from an independent person who is licensed to give such advice.

2. Invitations

2.1 Board may make Invitations

- (a) The Board may, from time to time, in its discretion, invite Eligible Employees to participate in the Plan and apply for a grant of Awards upon the terms set out in the Plan and any other terms as the Board determines.
- (b) The Board may in its discretion invite an Eligible Employee to apply for a grant of a Dividend Equivalent Right in an Invitation to apply for a grant of Award (other than a Restricted Share).
- (c) Without limiting clause 2.1(a), an Invitation may be expressed as an offer to the Eligible Employee to participate in the Plan and may specify the manner in which the Eligible Employee may accept that offer or the conduct of the Eligible Employee which will be treated as acceptance of that offer, including the failure of the Eligible to lodge or submit an election not to participate in the Plan in accordance with the instructions that accompany the Invitation.
- (d) Without limiting clause 2.1(a), an Invitation may be made to a person where the Invitation is conditional on the person becoming an Employee.

2.2 Form of an Invitation

- (a) An Invitation may take any form determined by the Board, including by electronic means or by way of making it available on a website and notifying the Eligible Employee recipient that it is available on the website.
- (b) An Invitation must include the following information:
 - (i) the type or types of Awards being offered;
 - (ii) the number of Awards being offered or the method by which the number will be calculated;
 - (iii) the amount (if any) that will be payable for the grant of an Award or the method by which that amount will be calculated; and
 - (iv) any Vesting Conditions or other conditions that apply to the Award, including any Vesting Period.
- (c) An Invitation for a grant of an Option or Performance Right must include the following information:
 - (i) if the Award is an Option, the requirements for exercising the Option, including any Exercise Price that will be payable and the period or periods in which the Option may be exercised;
 - (ii) whether the exercise of the Option or Vesting of the Performance Right will only be satisfied by an Allocation of Shares to the Participant; and
 - (iii) the dates or circumstances in which Option or Performance Right may lapse.

- (d) An Invitation for a grant of an Incentive Right must include the following information:
 - (i) how the amount of the Incentive Right will be calculated; and
 - (ii) when the amount of the Incentive Right will be paid.
- (e) An Invitation may include the following information:
 - (i) the circumstances (if any) in which Shares Allocated to the Participant may be forfeited;
 - (ii) any Dealing Restrictions (including the Restriction Period);
 - (iii) how an Award may be treated in the event that a Cessation of Employment of the Participant occurs;
 - (iv) how an Award may be treated in the event that a Change of Control Event occurs;
 - (v) how an Award may be treated in the circumstances referred to in clause 16.1; and
 - (vi) how an Award may be treated in the circumstances referred to in clause 19.1.

2.3 Terms of grant

Unless an Invitation provides otherwise:

- (a) no payment will be required for the grant of an Award; and
- (b) an Option or Performance Right does not confer on a Participant the right to participate in new issue of securities to existing holders of Shares unless:
 - (i) the Participant has become entitled to exercise the Option or the Performance Right has Vested;
 - (ii) Shares have been Allocated under the Plan in respect of that Option or Performance Right before the record date for the determination of entitlements to the new issue of securities; and
 - (iii) the Participant participates as a holder of those Allocated Shares.

2.4 Issue Cap for Invitations which require Monetary Consideration

Where an Invitation which requires Monetary Consideration is made under the Plan, the Board must, at the time of making the Invitation, have reasonable grounds to believe that the Invitation complies with the Issue Cap.

2.5 Form of Invitation for no Monetary Consideration

- (a) An Invitation for no Monetary Consideration (other than an Invitation that does not require disclosure to any investor under Part 6D.2 of the Corporations Act because of section 708 of the Corporations Act, or that does not require a product disclosure statement under Part 7.9 of the Corporations Act because of section 1012D of the Corporations Act) must be expressed to be made under Division 1A of Part 7.12 of the Corporations Act.

- (b) An Invitation for no Monetary Consideration that is made in reliance on section 708 of the Corporations Act must be expressed to be made under section 708 and under Division 1A of Part 7.12 of the Corporations Act.
- (c) An Invitation for no Monetary Consideration that is made in reliance on section 1012D of the Corporations Act must be expressed to be made under section 1012D and under Division 1A of Part 7.12 of the Corporations Act..

2.6 Form of Invitation for Monetary Consideration

- (a) An Invitation for Monetary Consideration (other than an Invitation that does not require disclosure to any investor under Part 6D.2 of the Corporations Act because of section 708 of the Corporations Act, or that does not require a product disclosure statement under Part 7.9 of the Corporations Act because of section 1012D of the Corporations Act) must be made in an Offer Document and expressed to be made under Division 1A of Part 7.12 of the Corporations Act.
- (b) An Invitation for Monetary Consideration that is made in reliance on section 708 of the Corporations Act must be expressed to be made under section 708 and under Division 1A of Part 7.12 of the Corporations Act.
- (c) An Invitation for Monetary Consideration that is made in reliance on section 1012D of the Corporations Act must be expressed to be made under section 1012D and under Division 1A of Part 7.12 of the Corporations Act.
- (d) If an Offer Document is required in respect of an Invitation, it must include the information required by section 1100W of the Corporations Act and must otherwise comply with Division 1A of Part 7.12 of the Corporations Act, including sections 1100Y and 1100Z, as applicable to the Invitation.

3. Contribution arrangements

3.1 Board may permit Contributions

The Board may in its discretion determine that a Participant may satisfy the payment of the amount (if any) payable for the Allocation of Restricted Shares by means of the application of Contributions.

3.2 Invitations involving Contributions

If the Board makes a determination under clause 3.1, the Invitation for the grant of those Restricted Shares must specify:

- (a) the form and manner by which a Participant can agree to make Contributions;
- (b) the type of Contributions which may be made;
- (c) the period or periods of time during which Contributions may be made;
- (d) any limitations on the amount of Contributions which can be made, which may vary between different types of Contributions and may include either or both a minimum amount and maximum amount;
- (e) the circumstances (if any) in which the amount of the Contributions agreed to be made by the Participant can be changed and how that change may be effected;
- (f) the manner in which Contributions made by a Participant will be held pending their application for an Allocation of Shares;

- (g) the procedure by which the Contributions will be applied towards the price payable for an Allocation of Shares, including the time or times when the Restricted Shares will be Allocated and how Contributions in excess of the price payable for the Allocation of the Restricted Shares will be dealt with;
- (h) how the Contributions will be treated in the event a Cessation of Employment of the Participant occurs;
- (i) how the Contributions will be treated in the event a Change of Control Event occurs;
- (j) the circumstances (if any) in which the Participant may be prohibited or suspended from making further Contributions and the consequences of that prohibition or suspension, including how Contributions made prior to that time will be dealt with; and
- (k) the procedure by which a Participant may elect to discontinue making Contributions under the Plan, when that election takes effect and the consequences of that election.

3.3 Default Contribution arrangements

Unless an Invitation to which this clause 2.4 applies provides otherwise:

- (a) any Contributions (other than in the form of future gross (before-tax) salary or wages or from a Loan under the Plan) will pending their application be held by or on behalf of the Company or a Group Company on trust for Participants in an account with a financial institution that is used solely in connection with employee incentive schemes of the Group Companies (including the Plan);
- (b) a Participant cannot elect to discontinue making Contributions in regards to Shares which have already been Allocated to the Participant;
- (c) subject to clause 3.3(b), a notice given by the Participant to the Company in accordance with these Rules to discontinue making Contributions will take effect 45 days after the giving of the notice;
- (d) if a Participant has elected to discontinue making Contributions in accordance with the procedure specified in the Invitation, any Contributions (other than in the form of future gross (before-tax) salary or wages or from a Loan under the Plan) that have not been applied for the Allocation of Shares to the Participant under the Plan will be repaid to the Participant as soon as practicable after that discontinuation less any applicable Tax on those Contributions; and
- (e) the Company will not pay interest on Contributions made by a Participant pending the application of those Contributions for the Allocation of Shares to the Participant.

4. Loan arrangements

4.1 Lender may provide a Loan

The Board may in its discretion determine that a Loan may be made by the Lender to a Participant to be used to satisfy all or part of the payment of the amount payable for the grant of Restricted Shares.

4.2 Invitations involving Loans

If the Board makes a determination under clause 4.1, the Invitation for the grant of those Restricted Shares must specify:

- (a) the amount of the Loan or the method by which that amount will be calculated;

- (b) the identity of the Lender;
- (c) the method by which an Eligible Employee may apply for the Loan or may accept an offer to be provided with a Loan;
- (d) the dates on which or the circumstances in which the Participant must repay the Loan;
- (e) the limitations (if any) on the Participant repaying the Loan before it is due and payable;
- (f) whether interest is payable by the Participant on the Loan and, if so, how that interest is calculated;
- (g) whether the Participant must give a mortgage, charge or other security interest to secure the obligation to repay the Loan;
- (h) the circumstances (if any) in which the obligation to repay all or part of the Loan may be forgiven by the Lender;
- (i) the recourse of the Lender against the Participant in relation to repayment of the Loan;
- (j) how the Loan will be treated in the event of a Cessation of Employment of the Participant;
- (k) the rights of the Company to Deal with Loan Shares if the Participant does not repay the Loan and how the proceeds will be applied; and
- (l) how the Loan will be treated in the event that a Change of Control Event occurs.

4.3 Direction to pay the Loan

Each Participant to whom a Loan is made irrevocably directs the Lender to apply the amount of the Loan towards payment of the amount payable for Allocation of the Loan Shares of that Participant.

4.4 Default Loan arrangements

Unless the Invitation in respect of a Loan provides otherwise:

- (a) no fees or interest will be payable by a Participant in respect of a Loan;
- (b) subject to the recourse of the Lender against the Participant, until the Loan of a Participant is repaid in full, the Company has a lien over:
 - (i) all of the Loan Shares held by that Participant to which the Loan relates;
 - (ii) all dividends and other amounts paid or payable on those Loan Shares; and
 - (iii) all Shares or other securities issued in respect of those Loan Shares as part of a bonus issue or entitlement offer;
- (c) except as provided by clause 4.4(b), a Participant will not be required to give a mortgage, charge or other security interest in respect of the Loan;
- (d) the recourse of the Lender against the Participant in relation to repayment of the Loan Balance is limited to:

- (i) the proceeds of sale of the Loan Shares by the Company; and
 - (ii) the forfeiture of the Loan Shares;
- (e) if any dividends are declared or determined to be paid by the Company on Loan Shares in respect of which there is a Loan Balance, then the Participant irrevocably authorises and directs the Company to pay or apply the After Tax Dividend on the Shares first towards the payment of interest (if any) on the Loan and then towards the repayment of the remaining Loan Balance;
- (f) if any cash amount (other than dividends) is to be paid by the Company on Loan Shares in respect of which there is a Loan Balance, then the Company may and the Participant irrevocably authorises and directs the Company to pay or apply that cash amount first towards the payment of interest (if any) on the Loan and then towards the repayment of the remaining Loan Balance; and
- (g) a Participant may not participate in any dividend reinvestment plan (or similar plan) established by the Company in respect of Loan Shares of the Participant until the Loan in respect of those Loan Shares has been fully repaid.

5. Trust arrangements

5.1 Board may require a Trust

The Board may in its discretion determine that a Restricted Share will be held by a Trustee on behalf of a Participant on the terms and conditions of the Trust Deed and any additional terms as the Board determines.

5.2 Invitations involving a Trust

If the Board make a determination under clause 5.1, the Invitation for those Restricted Shares must set out:

- (a) the name of the Trust and Trustee;
- (b) the rights of the Participant to receive income deriving from the Trust Shares, including dividends and distributions;
- (c) the rights of the Participant to exercise, or to direct the Trustee to exercise on their behalf, any voting rights attaching to Trust Shares; and
- (d) the circumstances in which the Participant, or the Company on behalf of the Participant, may direct the Trustee to:
 - (i) transfer the Trust Share into the Participant's name; or
 - (ii) sell the Trust Share and pay the proceeds of sale less any transaction costs of the sale to the Participant.

5.3 Default Trust arrangements

Unless the terms of the Trust Deed or an Invitation in respect of Trust Shares provides otherwise:

- (a) the Trustee will not levy any fees or charges for administering the Trust that are payable directly by the Participant or out of the assets of the Trust, other than reasonable disbursements including brokerage and Tax levied or incurred in connection with the Trust;

- (b) subject to any terms applying to Loan Shares, the Participant is entitled to receive all dividends and other distributions or benefits payable to the Participant or the Trustee in respect of Trust Shares;
- (c) the Participant is entitled to direct the Trustee in writing how to exercise the voting rights attaching to Trust Shares;
- (d) where the Trustee is a Group Company, the Trustee will not, at its own discretion, exercise the voting rights attaching to Trust Shares;
- (e) any bonus shares that are issued in respect of Trust Shares will be issued to the Trustee on the Participant's behalf and will be held subject to the same Dealing Restrictions as the Trust Shares in respect of which they were issued;
- (f) if rights arise on a rights issue or entitlement offer in respect of Trust Shares:
 - (i) the Participant may instruct the Trustee how to deal with those rights in accordance with the Trust Deed; and
 - (ii) if the Participant does not instruct the Trustee how to deal with those rights, the rights will be dealt with in accordance with the Trust Deed; and
- (g) where a Trust Share ceases to be a Restricted Share, the Trustee will continue to hold the Trust Share on trust on behalf of the Participant until the Participant, or the Company on behalf of the Participant, directs the Trustee to:
 - (i) transfer the Trust Share into the Participant's name; or
 - (ii) sell the Trust Share in accordance with the Trust Deed and pay the proceeds of sale less any transaction costs of the sale to the Participant.

6. Dividend Equivalent Rights

6.1 Board may grant

The Board may determine at the time an Invitation of Options, Performance Rights or Incentive Rights is made that the Participant will also be granted a Dividend Equivalent Right in respect of:

- (a) Options which are exercised; or
- (b) Performance Rights which Vest; or
- (c) Incentive Rights which Vest.

6.2 Invitation

If the Board makes a determination under clause 6.1, the Invitation for the grant of Dividend Equivalent Rights must specify:

- (a) how the amount of the Dividend Equivalent Right will be calculated; and
- (b) when the amount of the Dividend Equivalent Right will be paid.

6.3 Default rights

Unless an Invitation of Dividend Equivalent Rights provides otherwise:

- (a) the amount of the Dividend Equivalent Rights which apply to an Option or a Performance Right will be approximately equal to the amount of dividends that would have been payable to a Participant had he or she been the registered holder of the Shares which are Allocated on exercise of that Option or Vesting of that Performance Right from the first day of the Financial Year in which that Option or Performance Right is granted (excluding any dividends actually paid in respect of those Shares after their Allocation to the Participant);
- (b) the amount of the Dividend Equivalent Rights will not be grossed up or otherwise adjusted to account for any Tax consequences which would have applied if the Participant had actually been paid a dividend; and
- (c) the Company must satisfy the entitlement of a Participant to receive a payment of a Dividend Equivalent Right which apply to an Option or a Performance Right as soon as reasonably practicable following the Allocation of Shares on exercise of that Option or Vesting of that Performance Right.

7. Applications

7.1 How an Application is made

An Application by the Eligible Employee must be made in accordance with the instructions that accompany the Invitation to which the Application relates, or in any other way the Board determines.

7.2 Board discretions regarding Applications

- (a) The Board may, at its discretion, refuse to allow the participation of a person in the Plan, or to withdraw an Invitation, before the grant of the Award is made, including where that person ceases or has given or received notice it will cease to be an Eligible Employee, or ceases to satisfy any other condition imposed by the Board, or in the opinion of the Board a circumstance of the nature referred to in clause 19.1 has or is likely to have occurred.
- (b) Nothing limits the Board's ability to treat the conduct of an Eligible Employee in respect of an Invitation as valid application to participate in the Plan under these Rules.

7.3 Consequences of an Application

By applying to participate in the Plan in respect of an Invitation, the Eligible Employee is deemed to have agreed to be bound by these Rules, the terms of the Invitation and the Constitution.

8. Grant of Awards

8.1 When grant occurs

If:

- (a) an Application by a Participant is accepted by the Board; or
- (b) an Invitation in the form referred to in clause 2.1(c) is made and that offer is accepted in accordance with the terms of the Invitation,

the Board will (subject to its discretion under clause 7.2):

- (c) in the case of an Award other than Restricted Shares, grant the Award to the Eligible Employee; or

- (d) in the case of Restricted Shares, Allocate Shares to the Eligible Employee.

8.2 Grant in favour of the Eligible Employee

Unless the Board determines otherwise and subject to clause 5 and clause 8.1(b), an Award may not be registered in any name other than that of the Eligible Employee.

9. Vesting and Exercise

9.1 Vesting of an Option or a Performance Right

- (a) Subject to any express clause of these Rules, an Option or a Performance Right will only Vest (and in the case of an Option become exercisable) where each Vesting Condition and any additional terms specified in the Invitation for that Option or Performance Right have been satisfied or otherwise waived by the Board.
- (b) Vesting occurs upon notification from the Company to the Participant that an Option or Performance Right has Vested pursuant to this clause 9.1 or as otherwise specified in the Invitation.

9.2 Exercise of an Option

- (a) An Option may only be exercised if it has Vested.
- (b) The exercise of an Option may only be effected in a form and manner specified in the Invitation or as otherwise determined by the Board.
- (c) Subject to clause 11.2(b)(ii), on the exercise of an Option the Participant must pay the Exercise Price for that Option.

9.3 Vesting of Restricted Shares

Subject to any express clause of these Rules, a Share ceases to be a Restricted Share where:

- (a) each Vesting Condition and any additional terms specified in the Invitation for that Restricted Share have been satisfied or otherwise waived by the Board; and
- (b) the Company notifies the Participant that the Share is no longer a Restricted Share or as otherwise specified in the Invitation.

9.4 Vesting of an Incentive Right

- (a) Subject to any express clause of these Rules, an Incentive Right will only Vest where each Vesting Condition and any additional terms specified in the Invitation for that Incentive Right have been satisfied or otherwise waived by the Board.
- (b) Vesting occurs upon notification from the Company to the Participant that an Incentive Right has Vested pursuant to this clause 9.4 or as otherwise specified in the Invitation.

10. Lapsing and forfeiture

10.1 Lapsing of an Option

An Option will lapse upon the earliest to occur of:

- (a) the date specified after Vesting in the Invitation for that Option or if no date specified 3 years after vesting;

- (b) a date or circumstance specified in the Invitation for that Option or a provision of these Rules as when an Option lapses;
- (c) failure to meet a Vesting Condition within the Vesting Period or meet any other condition applicable to the Option within the period specified in the Invitation for that Option; or
- (d) the receipt by the Company of a notice in writing from a Participant that the Participant has elected to surrender the Option.

10.2 Lapsing of a Performance Right

A Performance Right will lapse upon the earliest to occur of:

- (a) a date or circumstance specified in the Invitation for that Performance Right or a provision of these Rules as when a Performance Right lapses;
- (b) failure to meet a Vesting Condition within the Vesting Period or meet any other condition applicable to the Performance Right within the period specified in the Invitation for that Performance Right; or
- (c) the receipt by the Company of a notice in writing from a Participant that the Participant has elected to surrender the Performance Right.

10.3 Forfeiture of a Restricted Share

A Restricted Share will be forfeited upon the earliest to occur of:

- (a) a date or circumstance specified in the Invitation for that Restricted Share or a provision of these Rules as when a Restricted Share is forfeited;
- (b) failure to meet a Vesting Condition within the Vesting Period or any other condition applicable to the Restricted Share within the period specified in the Invitation for that Restricted Share; or
- (c) the receipt by the Company of a notice in writing from a Participant that the Participant has elected to surrender the Restricted Share.

10.4 Lapsing of an Incentive Right

An Incentive Right will lapse upon the earliest to occur of:

- (a) a date or circumstance specified in the Invitation for that Incentive Right or a provision of these Rules as when an Incentive Right lapses;
- (b) failure to meet a Vesting Condition within the Vesting Period or meet any other condition applicable to the Incentive Right within the period specified in the Invitation for that Incentive Right; or
- (c) the receipt by the Company of a notice in writing from a Participant that the Participant has elected to surrender the Incentive Right.

10.5 Forfeited Shares

- (a) Where a Forfeited Share is held by the Participant, the Participant is taken to have agreed to dispose of all of his or her interest in that Share for no consideration and, the Board may deal with the Forfeited Shares in any way it determines including sell those Forfeited Shares in the ordinary course of trading on the ASX or procure that the Share is transferred into the name of the Company's nominee.

- (b) Where a Forfeited Share is held by the Trustee, the Participant's rights in the Share will be extinguished for no consideration and the Share will be held by the Trustee as general trust property in accordance with the terms of the Trust.
- (c) Where a Forfeited Share was Allocated to a Participant on the exercise of an Option, the Company may, but is not obliged to, repay to the Participant any Exercise Price paid by that Participant in relation to that Forfeited Share.

11. Satisfaction of Options and Rights

11.1 Allocation of Shares

Subject to clauses 11.2 and 11.3, on the exercise of an Option or Vesting of a Performance Right, the Company must Allocate a Share to the Participant.

11.2 Cash equivalent payments

- (a) Unless the terms of an Invitation provides otherwise, the Board may determine that the exercise of an Option or the Vesting of a Performance Right will be satisfied by the Company making a cash payment to the Participant in lieu of an Allocation of Shares. The Board may determine that some or all of a Participant's Options or Rights will be settled in this manner.
- (b) Where the Board makes a determination under 11.2(a), the Company must notify the Participant of the following information:
 - (i) the number of Options or Performance Rights the subject of that determination; and
 - (ii) that no Exercise Price is payable in respect of an Option the subject of that determination or that the Company will refund any Exercise Price paid by the Participant in respect of an Option the subject of that determination.
- (c) Where the Board makes a determination under 11.2(a), the Company must, as soon as reasonably practicable following the exercise of an Option or the Vesting of a Performance Right, pay to the Participant an amount equivalent to the value of the exercised Options or the Vested Performance Rights the subject of that determination calculated in accordance with clause 11.2(d).
- (d) The amount of the cash payment referred in clause 11.2(c) will be calculated by multiplying the number of Options that have been exercised or the number of Performance Rights that have Vested (as applicable) by the Market Value on the date on which the Share in respect of that Option or Performance Right would otherwise have been Allocated to a Participant, less and any applicable tax the Company is required to withhold or any superannuation amount the Company is required to pay in connection with the payment and in the case of Options, any Exercise Price of those Options specified in the Invitation which has not been paid by the Participant to the Company.

11.3 Deferring Allocation of Shares

To the extent required by law, the Company shall defer the allocation of a proportion of Shares or, where applicable, cash in lieu, for whatever Period of time is so required.

12. Satisfaction of Incentive Rights

12.1 Payment in respect of Vested Incentive Right

Subject to clause 12.2, the Company must pay the amount of a Vested Incentive Right on the payment date specified in the Invitation for that Incentive Right.

12.2 Deferring Payment

To the extent required by law, the Company shall defer the payment of a proportion of the amount of a Vested Incentive Right for whatever Period of time is so required.

13. Satisfaction of Dividend Equivalent Rights

The Company must pay the amount of a Dividend Equivalent Right on the payment date specified in the Invitation for that Dividend Equivalent Right.

14. Dealing Restrictions

14.1 Limited Dealing in Awards

A Participant must not Deal with an Award unless that Dealing is approved by the Board in its complete discretion or:

- (a) is required by law and the Participant or the Participant's legal personal representative has provided satisfactory evidence of that requirement to the Board; and
- (b) is permitted (or is not prohibited) by the Company's Securities Trading Policy.

14.2 Consequence of prohibited Dealing

Unless otherwise determined by the Board:

- (a) where, in the opinion of the Board, a Participant Deals with an Award (other than a Restricted Share) in breach of clause 14.1, the Award will immediately lapse; and
- (b) where, in the opinion of the Board, a Participant Deals with his or her interest in a Restricted Share in breach of clause 14.1, the Restricted Share is deemed to immediately be forfeited.

14.3 Allocated Shares

The Board may, at its discretion, impose a restriction on Dealing with Shares Allocated on exercise of an Option or Vesting of a Performance Right.

14.4 Enforcement of Dealing Restrictions

- (a) The Company may implement any procedure it considers appropriate to enforce a Dealing Restriction, including the imposition of a holding lock or requiring that Shares be held in trust on behalf of a Participant.
- (b) By making an Application or accepting an Invitation, each Participant undertakes not to take any action or permit another person to take any action to remove any procedure imposed by the Company under clause 14.4(a).

15. Cessation of Employment

15.1 Treatment of an Award

- (a) The Board may:
 - (i) specify in the terms of an Invitation; or
 - (ii) make a determination as to,

how a Participant's Awards will be treated on the occurrence of Cessation of Employment of the Participant.
- (b) The Board may determine that a Participant is a Good Leaver or a Bad Leaver.
- (c) The terms of an Invitation may specify that:
 - (i) the applicable treatment under clause 15.2 is subject to the Board's power to make a determination under clause 15.1(a)(ii);
 - (ii) the Good Leaver and Bad Leaver definitions and related provisions in these Rules apply to the Awards the subject of the Invitation, or substitute alternative definitions of Good Leaver and/or Bad Leaver and related provisions (which shall apply in respect of those Awards in lieu of the existing definitions and provision in these Rules); or
 - (iii) subject to applicable laws, the circumstances in which a Cessation of Employment of a Participant will be treated as not having occurred for the purposes of the Plan.

15.2 Applicable treatment (including Good Leaver Bad Leaver)

- (a) The applicable treatment under clause 15.1(a) may be that some or all of the Participant's Awards:
 - (i) Vest on the Cessation Date, or on the occurrence of a specified date or circumstance, or on the satisfaction of a specified condition;
 - (ii) are not subject to a term of the grant of the applicable Award, including a Vesting Condition or a Disposal Restriction;
 - (iii) in the case of an Option, is only exercisable within a specified period or on the satisfaction of a specified condition; or
 - (iv) lapse or are forfeited.
- (b) Where the Awards are subject to Good Leaver and Bad Leaver provisions, the applicable treatment under clause 15.1(a) will be that specified in the Invitation or as determined by the Board, or where not specified or determined by the Board, all of the Participant's Awards:
 - (i) in the case of a Good Leaver, Vest on the Cessation Date and are not subject to a Vesting Condition;
 - (ii) in the case of a Bad Leaver, lapse or are forfeited; and
 - (iii) in either case, remain subject to a Disposal Restriction,

but in no case will limit the Board's discretion to make a determination under clause 19.1.

- (c) In making a determination under clause 15.1(a), the Board may have regard to any matter the Board considers relevant, including:
 - (i) the circumstances in which the Cessation of Employment of the Participant occurred;
 - (ii) the extent that the Vesting Conditions of the Award are determined or estimated by the Board to have been satisfied when tested at the Cessation Date; and
 - (iii) the proportion of the Vesting Period of the Award that has elapsed at the time of the Cessation Date.
- (d) Notwithstanding any rule, no Group Company is required to pay, provide, or procure the payment or provision of, any money or other benefit to the Participant which would require shareholder approval under the Corporations Act, if such relevant approval has not been obtained. Any money or other benefit otherwise required to be provided to a Participant in accordance with these Rules may, by determination of the Board, be reduced to ensure compliance with the Corporations Act and the provision of such reduced benefit shall constitute full satisfaction of the obligations of each member of the Group. Nothing in the Plan requires or will be deemed to require any Group Company to seek the approval of their respective shareholders to enable them to perform an action in connection with an Award. In the event of overpayment to a Participant, the Participant must, on receiving written notice from the Board, immediately repay any monies or benefits specified in such notice to ensure compliance with the Corporations Act.

15.3 Default treatment

- (a) Unless an Invitation provides otherwise and subject to clause 15.3(b), any Unvested Award of a Participant does not Vest or lapse as a result of a Cessation of Employment of the Participant, and these Rules and the relevant terms of the Award continue to apply, except that any continuous service requirement of a Vesting Condition will be deemed to have been waived.
- (b) Unless an Invitation provides otherwise, the Board may make a determination under clause 15.1(a)(ii) in respect of an Award of a Participant up to 1 month after the Cessation Date.

16. Change of Employment

16.1 Transfers outside Australia

The Board may:

- (a) specify in the terms of an Invitation; or
- (b) make a determination as to,

how a Participant's Awards will be treated where a Participant is transferred to work for a Group Company outside Australia and, as a result of that transfer:

- (c) the Participant would suffer a tax disadvantage in relation to their Awards which is demonstrated to the satisfaction of the Board;

- (d) the Company would be restricted in its ability to Vest Awards or to Allocate Shares upon the exercise of Options or the Vesting of Performance Shares;
- (e) the Company would be restricted in its ability to pay the amount payable on Vesting of an Incentive Right; or
- (f) the Participant would become subject to restrictions on their ability to Deal with the Awards, or to hold or Deal in the Shares or the proceeds of the Shares acquired on Vesting or exercise, because of the laws of the country to which the Participant is transferred.

16.2 Treatment of Awards

The applicable treatment under clause 16.1 may be that some or all of the Participant's Awards:

- (a) Vest on the occurrence of a specified date or circumstance, or on the satisfaction of a specified condition;
- (b) in the case of an Option, is exercisable within a specified period or on the satisfaction of a specified condition;
- (c) an Option or Performance Right will be satisfied by the Company making a cash payment to the Participant in lieu of an Allocation of Shares; or
- (d) any another manner determined by the Board or specified in an Invitation.

17. Control of the Company

17.1 Board determination

- (a) Subject to clause 17.1(b), where a Change of Control Event occurs, the Board may, in its discretion, determine that:
 - (i) all or a specified number of a Participant's Unvested Awards are deemed to have Vested;
 - (ii) all or specified number of a Participant's Options may be exercised for a period specified by the Board, and if not exercised within that period, will lapse;
 - (iii) the Disposal Restrictions or any other terms which apply to the Award cease to apply;
 - (iv) the Disposal Restrictions which apply to Shares Allocated on the Vesting of a Performance Right or exercise of an Option cease to apply; and/or
 - (v) the Company on behalf of the Participant will direct the Trustee to transfer Trust Shares into the Participant's name.
- (b) The terms of an Invitation may specify a particular treatment of a Participant's Unvested Awards where a Change of Control Event occurs, and the Invitation may specify that such treatment is subject to the Board's power to make a determination under clause 17.1(a).

17.2 Consequence of determination

- (a) Where the Board makes a determination pursuant to clause 17.1(a), the Board must as soon as reasonably practicable give written notice to each Participant of the number of Awards that have Vested or may be exercised (as the case maybe).

- (b) If the Board determines under clause 17.1(a) that only some of a Participant's Unvested Awards will vest, all remaining Unvested Awards will lapse, unless the Board determines a different treatment.

17.3 Exercise or Vesting following Control

If:

- (a) a body corporate (**Acquirer**) obtains Control of the Company as a result of a Change of Control Event; and
- (b) the Company, the Acquirer and the Participant agree,

a Participant may, subject to applicable laws, upon exercise of Options or Vesting of Performance Rights be provided with shares of the Acquirer or its parent in lieu of Shares:

- (c) in such manner as the parties agree; and
- (d) on substantially the same terms and subject to substantially the same conditions as the Shares but with appropriate adjustments to the number and kind of shares of the Acquirer.

18. Adjustments of Awards

18.1 Adjustments circumstances

Prior to:

- (a) the Allocation of Shares upon the exercise of Options or the Vesting of Performance Rights or the making a cash payment in lieu of an Allocation of Shares to a Participant in accordance with clause 11.2; or
- (b) the payment to a Participant of the amount payable on a Vested Incentive Right or payment of a Dividend Equivalent Right,

the Board may, in its discretion, determine in respect of Awards (other than Restricted Shares) or Dividend Equivalent Rights to:

- (c) make adjustments to the terms of an Award or Dividend Equivalent Right granted to that Participant; or
- (d) grant additional Awards or Dividend Equivalent Rights to that Participant,

in order to minimise or eliminate an advantage or disadvantage to a Participant resulting from a corporate action by the Company or a capital reconstruction of the Company, including a return of capital.

18.2 Permitted adjustments

The applicable adjustment under clause 18.1 may include one or more of the following:

- (a) the number of Awards (other than Restricted Shares) or Dividend Equivalent Rights to which each Participant is entitled;
- (b) the number of Shares to which each Participant is entitled upon exercise of Options or Vesting of Performance Rights;
- (c) the amount payable upon Vesting of Incentive Rights;

- (d) the amount payable upon exercise of Options (including the Exercise Price);
- (e) the amount payable upon the Vesting of Performance Rights;
- (f) the amount payable to a Participant under a Dividend Equivalent Right.

18.3 Rights issues and entitlement offers

Without limiting clause 18.1, if the Company makes a pro rata issue of Shares to existing holders of Shares generally, including by way of a rights issue or entitlement offer but excluding a bonus issue, and no Share has been Allocated in respect of an Option before the record date for determining entitlements to the pro rata issue, the Option will be adjusted in accordance with the formula in the Listing Rules.

18.4 Bonus issues

Without limiting clause 18.1, if the Company makes a bonus issue of Shares to existing holders of Shares (other than an issue in lieu of dividends or by way of a dividend reinvestment) involving capitalisation of reserves of distributable profits and no Shares has been Allocated in respect of an Option or Performance Right before the record date for determining entitlements to the bonus issue, the Option or Performance Right will be adjusted in accordance with the Listing Rules.

18.5 Reorganisations

Without limiting clause 18.1, if a reorganisation (including consolidation, subdivision, reduction or return) of the issued capital of the Company is effected, Options and Performance Rights will be adjusted in accordance with the Listing Rules.

18.6 Additional Awards or Dividend Equivalent Rights

- (a) Where additional Awards (other than Restricted Shares) are granted to the Participant under this clause 18, such Awards will be subject to the same terms and conditions as the original Awards granted to the Participant (including any Vesting Conditions) unless the Board determines otherwise.
- (b) Where additional Dividend Equivalent Rights are granted to the Participant under this clause 18, such Dividend Equivalent Rights will be subject to the same terms and conditions as the original Dividend Equivalent Rights granted to the Participant unless the Board determines otherwise.

18.7 Notice to Participants

The Board must as soon as reasonably practicable after making any additional grants or adjustments under this clause 18, give notice in writing of the adjustment to any affected Participant.

18.8 Accumulation of adjustments

Effect will be given to this clause 18 in a manner that the effect of the successive application of this clause 18 will be cumulative, with the intention being that the adjustments that it progressively effects will reflect previous adjustments.

19. Inappropriate benefits

19.1 Inappropriate circumstances

Notwithstanding any of the provision of these Rules, the Board may make a determination how a Participant's Awards, Dividend Reinvestment Rights and Shares referred to in clause 19.2(a) will be treated where, in the opinion of the Board:

- (a) an Award of Participant Vests or may Vest as a result of the fraud, dishonesty or breach of duties or obligations of any person to any Group Company and the Award would not have otherwise Vested;
- (b) a Participant:
 - (i) has acted fraudulently or dishonestly;
 - (ii) has breached his or her duties or obligations to any Group Company;
 - (iii) has exhibited significant under-performance which has had an adverse impact on a Group Company; or
 - (iv) has done an act which brings any Group Company into disrepute;
- (c) there has been a material misstatement or omission in the financial statements of a Group Company or an event or circumstance has occurred which will require the financial statements of a Group Company to be restated;
- (d) a Participant has failed to comply with the accountability obligations under the Banking Executive Accountability Regime (BEAR) or any regime replacing the BEAR (including the Financial Accountability Regime (FAR)) (if applicable); or
- (e) the Company is required by, or entitled to make a determination, under law or a policy of a Group Company (whenever coming into force or commencing), or the terms of the Invitation or which otherwise apply to the Participant's Awards, including to clawback or reduce remuneration or Awards, Dividend Reinvestment Rights or Shares referred to in clause 19.2(a) or other benefits of a Participant;
- (f) acting reasonably and in good faith having regard to the interests of Tyro or its shareholders, the Board considers it justifiable to clawback, reduce the number of or cancel some or all of a Participant's Awards, Dividend Reinvestment Rights or Shares referred to in clause 19.2(a); or
- (g) the Participant engaged in any activity described the definition of Bad Leaver, is a Bad Leaver, or becomes a Bad Leaver including after previously being determined to be a Good Leaver.

19.2 Treatment of Awards

- (a) The applicable treatment under clause 19.1 may be that some or all of the Participant's:
 - (i) Unvested Awards;
 - (ii) Shares that have not ceased to be Restricted Shares under these Rules;
 - (iii) Vested but unexercised Options;
 - (iv) Shares allocated upon the exercise of Options or Vesting of Performance Rights;

- (v) Dividend Equivalent Rights;
- (vi) Shares that have ceased to be Restricted Shares under these Rules,
will lapse or be deemed to be forfeited (as the case maybe) and in the case of Shares that the Participant will not exercise any voting rights or other entitlements in respect of those Shares and/or will not be entitled to retain (and must pay as directed by the Company) any dividends received in respect of such Shares.
- (b) The applicable treatment under clause 19.1 may be that the Participant must pay or repay (as the case maybe) to the Company as a debt due to the Company any of the following:
 - (i) a cash payment received in lieu of an Allocation of Shares pursuant to clause 11.2;
 - (ii) a cash payment made in respect of an Incentive Right;
 - (iii) a cash payment made in respect of a Dividend Equivalent Right;
 - (iv) all or part of the net proceeds of sale of Shares Allocated under the Plan which have been sold;
 - (v) dividends received in respect of a Share Allocated under the Plan.
- (c) The applicable treatment under clause 19.1 may be any other circumstance specified in an Invitation.

20. Tax

20.1 Participant responsibility

- (a) Unless otherwise required by law, no Group Company is responsible for any Tax which may become payable by a Participant as consequence of or in connection with the Participant's participation in the Plan, including:
 - (i) the grant, Vesting or exercise of an Award;
 - (ii) the Allocation of Shares; or
 - (iii) any Dealing with an Award or any Shares.
- (b) No Group Company makes any representation that the Plan will have any particular Tax or financial consequences or that an Eligible Person or Participant will gain any Tax or financial advantage by participating in the Plan.

20.2 Withholding circumstances

If a Group Company is obliged, or reasonably believes it may have an obligation, as a result of or in connection with:

- (a) the grant of an Award to a Participant, or the Vesting or exercise of any Award;
- (b) the payment of any cash amount to a Participant, including upon the Vesting or exercise of any Award; or
- (c) the Allocation of Shares to, or on behalf of, a Participant under the Plan,

to account for a Tax Liability, then the Participant must reimburse the Group Company for the amount or amounts so paid or payable.

20.3 Reimbursement arrangements

If a Participant is obliged to reimburse a Group Company for a Tax Liability in accordance with clause 20.2, the Group Company is not obliged to grant the Awards, pay the relevant amount or Allocate the relevant Shares to the Participant unless the Group Company is satisfied that arrangements have been made for reimbursement of the Group Company.

21. Shares issued under the Plan

21.1 Share ranking

Any Shares issued under the Plan will rank equally in all respects with other Shares for the time being on issue by the Company except as regards any rights attaching to such Shares by reference to a record date prior to the date of their issue.

21.2 Listing of Shares on ASX

If Shares of the same class as those issued on the Vesting or exercise of an Award are quoted on ASX, the Company will apply for quotation of Shares issued under the Plan within the period required by the ASX Listing Rules.

22. Irrevocable power of attorney

The Company may require an Eligible Employee or Participant to grant an irrevocable power of attorney (in the form of Schedule 1 or such other form as agreed by the Company) to the Company or nominee of the Company (such nominee being an officer or senior manager of the Company) as a condition to a grant of an Award or at anytime while an Award is outstanding.

23. Amendments to the Plan

23.1 Board may make amendments

- (a) Subject to clause 23.2, the Board may at any time by resolution:
 - (i) amend all or any of the provisions of the Plan; or
 - (ii) amend the terms or conditions of any Award granted under the Plan.
- (b) Notwithstanding clause 23.2, the Board may waive, amend or replace any Vesting Condition of an Award if the Board determines that the original Vesting Condition is no longer appropriate or applicable, provided that the interests of the relevant Participant are not, in the opinion of the Board, materially prejudiced or advantaged relative to the position reasonably anticipated at the time of the grant of the Award.
- (c) Any exercise by the Board of a discretion contemplated by these Rules or the terms of an Invitation will not constitute an amendment pursuant to this clause 23.

23.2 Restrictions on amendments

Subject to clause 23.3, the Board may not exercise its powers under clause 23.1(a) in a manner which adversely affects the existing rights of the Participant in respect of any granted Award or Share already Allocated except with the consent of the Participant or with approval of more than 50% of the Participants holding Awards affected by an amendment.

23.3 Permitted amendments

Clause 23.2 does not apply to an amendment which the Board considers necessary or desirable to:

- (a) comply with or to take account of a change in legislation, the Listing Rules, exchange control, or other regulatory requirement governing or regulating the maintenance or operation of the Plan or similar plans, in any jurisdiction in which invitations under the Plan have been made;
- (b) correct any manifest error or mistake; or
- (c) take into consideration possible adverse tax implications in respect of the Plan arising from adverse rulings, changes to tax legislation or changes in the interpretation of tax legislation by a court of competent jurisdiction.

23.4 Termination or Suspension of the Plan

- (a) The Board may, at any time, terminate or suspend the Plan.
- (b) The termination or suspension of the Plan will not affect any existing Awards granted under the Plan and the terms of the Plan will continue to apply to such Awards provided that, in the case of termination, all Shares Allocated under the Plan then subject to a Dealing Restriction will be released from the restriction on the date of termination or on such other date specified by the Board.

24. Relationship with Participants

24.1 Separate rights and obligations

- (a) Unless the subject of an express provision in an employment contract, the rights and obligations of any Eligible Employee under the terms of their office, employment or contract with a Group Company are not affected by their participation in the Plan.
- (b) These Rules do not form part of, and are not incorporated into, any contract of any Participant (whether or not they are an employee of a Group Company).
- (c) Participation in the Plan does not confer on a Participant the right to remain an Employee or otherwise party to a contract with a Group Company and does not affect any rights which a Group Company may have to terminate the employment of a Participant.
- (d) Participation in the Plan on a particular basis for the grant of an Award does not create any right or expectation of the grant of further Awards on the same basis, or at all.

24.2 No compensation

No Participant has any right to compensation for any loss in relation to the Plan, including:

- (a) any loss or reduction of any rights or expectations under the Plan in any circumstances or for any reason (including lawful or unlawful termination of employment or the employment relationship);
- (b) any exercise of a discretion or a decision taken in relation to a grant of Awards or in relation to the Plan, or any failure to exercise a discretion under these Rules;
- (c) the operation, suspension, termination or amendments of the Plan; or

- (d) lapse or forfeiture of an Award.

25. Administration of the Plan

25.1 Power of the Board

- (a) The Plan will be administered by the Board.
- (b) The Board has power to:
 - (i) determine appropriate procedures for administration of the Plan consistent with these Rules;
 - (ii) appoint or engage service providers for the operation and administration of the Plan; and
 - (iii) delegate to any one or more persons for any period and on any conditions as it may determine the exercise of any of its powers or discretions arising under the Plan.
- (c) Except as otherwise expressly provided in the Plan, the Board has absolute and unfettered discretion to act or refrain from acting under or in connection with the Plan and in the exercise of any power or discretion under the Plan.
- (d) The Board does not, in exercising any power or discretion under these Rules, owe any fiduciary or other obligations to any Eligible Employee or Participant.

25.2 Waivers

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

25.3 Interpretation of the Plan

In the event of any dispute, disagreement or uncertainty as to the interpretation of the Rules, or as to any question or right arising from or related to the Plan or to any Awards granted or Shares Allocated under it, the decision of the Board is final and binding.

25.4 Appointment of attorney

Each Participant appoints the company secretary of the Company (or any other officer of the Company authorised by the Board for this purpose) as his or her attorney to do anything necessary to:

- (a) Allocate Shares to the Participant in accordance with these Rules;
- (b) effect a forfeiture of Shares in accordance with these Rules or an Invitation;
- (c) execute transfers of Shares in accordance with these Rules; and
- (d) if clause 15 (*Cessation of Employment*) or clause 19 (*Inappropriate benefits*) applies to the Participant, complete and execute any documents, including proxy voting forms in respect of a general meeting and Share transfers, necessary to implement the determinations and treatments determined by the Board under those clauses,

and otherwise to do all acts or things on behalf of and in the name of the Participant which may be convenient or necessary for the purpose of giving effect to the provisions of these Rules, and

- (e) covenants that the Participant will ratify and confirm any act or thing done pursuant to this power;
- (f) releases each Group Company and the attorney from any liability whatsoever arising from the exercise of the powers conferred by this Rule; and
- (g) indemnifies and holds harmless each Group Company and the attorney in respect thereof.

25.5 Participant data

By participating in the Plan, each Participant consents to the holding and processing of personal data provided by the Participant to the Company for all purposes relating to the operation of the Plan. These include, but are not limited to:

- (a) administering and maintaining Participants' records;
- (b) providing information to the Company's advisers, trustees of any trust (including the Trustee), registrars, brokers or third party administrators of the Plan or to any regulatory authority where required by law;
- (c) providing information to potential future purchasers of the Company or the business in which the Participant works, and their advisers; and
- (d) transferring information about the Participant to a country or territory outside Australia.

25.6 Overseas participants

- (a) The Board determine that additional rules apply to an Award that is granted to persons who are not a resident of Australia by attaching a schedule to these Rules.
- (b) A determination under clause 25.6(a) may specify how the rules the subject of that determination interact with these Rules.
- (c) Unless the determination under clause 25.6(a) provides otherwise, the rules the subject of the determination prevail over any other provision of these Rules to the extent of any inconsistency.

25.7 Payments

- (a) The Company may make a payment of an amount payable pursuant to these Rules in Australian dollars or any other currency determined by the Board in its discretion. The Company may make payments in different currencies to different Participants. The Board may determine the appropriate exchange rate and time of calculation of the amount of a payment made in a currency other than Australian dollars.
- (b) Where the Board determines that the payment under these Rules is to be made in a currency other than Australian dollars, unless the Board determines otherwise, the foreign exchange rate applied will be the average closing exchange rate listed on the Reserve Bank of Australia website of the relevant currency for the 5 days prior to the date of payment.

25.8 Connection with other plans

Participation in the Plan does not affect, and is not affected by, participation in any other incentive or other plan operated by the Group Companies unless the terms of that other plan provides otherwise or unless otherwise stated in the Invitation.

25.9 Amounts owing by a Participant

Where a Participant owes any amount or amounts to a Group Company, including any overpayment of leave or wages or salary, or any loss suffered by a Group Company as a result of any breach of contract, statutory duty or tort committed by the Participant, the Board may, in respect of any Awards granted to the Participant:

- (a) prevent the exercise of some or all of the Awards;
- (b) determine that some or all of the Awards lapse; or
- (c) reduce the number of Awards which Vest,

to take into account of and in settlement of any such amounts.

26. Notices

26.1 Notices by the Company

Any notice, consent or other communication under or in connection with the Plan may be given by the Company to an Eligible Employee or Participant if:

- (a) delivered personally to the addressee or sent by prepaid post to his or her last known residential address or to the address of the place of business at which the Participant performs all or most of their duties (**Place of Business**);
- (b) sent to him or her by facsimile or email to his or her last notified fax number or email address or to fax number or email address at the Place of Business; or
- (c) posted on any intranet or website maintained by the Company or an administrator of the Plan and accessible by that Eligible Employee or Participant.

26.2 Notices to a Group Company

Any notice, consent or other communication under or in connection with the Plan may be given by an Eligible Employee or Participant to a Group Company if delivered or by sending it by post or facsimile to its registered office (or any other address notified by that company from time to time for that purpose (**Notified Address**)) or the fax number (if any) of that registered office (or Notified Address).

26.3 Time of service

- (a) Where a notice or other communication is given by post, it is deemed to have been received:
 - (i) if sent to an address within Australian, 48 hours it is posted; or
 - (ii) if sent to an address outside Australia, 5 days after it was posted.
- (b) Where a notice or other communication is given by facsimile or email, it is deemed to have been received on completion of transmission.

27. Governing Law

The Rules and the rights of Eligible Employees and Participants under the Plan are governed by and must be construed according to the law applying in New South Wales, Australia.

Schedule 1 Irrevocable power of attorney

Date of Deed Poll **[Insert date]**

Parties

Name **[Insert name of Participant]**

Description **Participant**

Notice details **[Insert address of Participant]**

The Participant declares that:

- (a) the Participant appoints [Company to insert full name recipient] (**Attorney**) as the attorney of the Participant;
 - (b) subject to clause (c) of this deed poll, the Attorney may do anything which the Participant has legal power to do whether in the Participant's name or in its own name as the act of the Participant including executing and delivering any document;
 - (c) this power of attorney is limited to any actions, and the execution and delivery of any documents, reasonably required to fulfil the Participant's obligations as a participant in the [insert company] Employee Long Term Incentive Plan, including without limitation:
 - (i) to prevent the transfer, disposal, or granting of a security interest over Awards by the Participant in accordance with the Employee Long Term Incentive Plan Rules and Invitation (**Rules**);
 - (ii) to transfer, dispose of, or otherwise deal with, the Participant's rights to, and interests in, any and all Awards (including Shares) in accordance with the Rules;
 - (iii) to take any actions that the Participant is required to give or take under, or that are necessary or desirable to give effect to Good Leaver or Bad Leaver provisions of the Rules;
 - (iv) to do whatever is required to discharge any security interest or encumbrance over any Awards or deal with (including put in place or enforce) any Disposal Restrictions; and
 - (v) to execute any documents and to do all things necessary or desirable (in the reasonable opinion of the Board) to do or give effect to, or in connection with, any of the things referred to in clauses (i) to (v) above inclusive;
 - (d) the Participant must ratify anything done by an Attorney under this deed poll;
 - (e) the Attorney may do anything or take any of the actions as set out in this deed poll even if the Attorney in any way has an interest in the thing or is connected with a person who in any way has an interest in the thing;
 - (f) the Participant will indemnify the Attorney against any loss, cost, charge, liability or expense the Attorney may sustain or incur as a direct or indirect consequence of the exercise of any power under this deed poll;
-

- (g) the power of attorney conferred under this deed poll is an irrevocable power of attorney given for valuable consideration;
- (h) this deed will remain in full force and effect until the Participant no longer holds Awards (or Shares pursuant to those Awards); and
- (i) the Attorney's exercise of any power under this deed poll does not involve on the part of the Attorney or any entity of which the Attorney is an employee:
 - (i) any personal liability in connection with that exercise or its consequences; or
 - (ii) an express or implied warranty as to the validity of this deed poll or the Attorney's authority to exercise the power;

All capitalised terms in this deed poll have the same meaning as set out in the Rules.

This deed poll is governed by the laws of New South Wales.

EXECUTED as a deed poll

SIGNED SEALED and **DELIVERED** by **[INSERT PARTICIPANT NAME]** in the presence of:

Signature of Witness

[insert Participant name]

Full Name of Witness