

Loan Funded Share Plan Rules

E&P Financial Group Limited ACN 609 913 457

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Part A: Defined terms and interpretation

1 Defined terms and interpretation

Defined terms

1.1 In these Rules the following words and expressions have the meanings indicated, unless stated otherwise:

After-tax Amount means in respect of a financial year the dividend paid in cash by the Company multiplied by the After-tax Rate.

After-tax Rate means in respect of a financial year during which a Company dividend is paid on a Loan Funded Share, the rate that will be calculated as one (1) minus the top marginal rate individuals for who are resident in Australia for tax purposes for that year inclusive of Medicare Levy but exclusive of any Medicare Levy surcharge or other levies imposed from time to time (and where applicable, taking into account the benefit of franking credits for franked dividends).

Application means a properly executed document or other form of confirmation acceptable to the Board by the Eligible Person applying to acquire Loan Funded Shares under the Plan in accordance with rules 4.5 and 4.6.

Associate has the same meaning as set out in Section 318(1) of the *Income Tax Assessment Act 1936 (Cth)*.

ASX means the Australian Securities Exchange Limited ACN 008 624 691.

Bad Leaver is a Participant who ceases employment with any Group Company:

- (a) in circumstances where the Board determines that the Participant has breached any term of the Loan Agreement;
- (b) in circumstances where the employment of the Participant with a Group Company has been terminated by the relevant Group Company; or
- (c) and within 12 months of cessation of employment with any Group Company, commenced employment with; became a director of; provided any service to; or, acquired directly and indirectly, a 5% or greater ownership in, a direct competitor of any Group Company.

Board means all or some of the directors of the Company acting as the board of directors or a person or committee delegated by the board of directors in accordance with rule 13.2.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales, Australia.

Buy-back means the procedure by which the Company may buy-back Shares held by Participants as specified in rule 9.

Capital Reconstruction means any of the following events:

- (a) the Company issues Shares by way of capitalisation of profits or reserves;
- (b) the Company gives Shareholders the right (pro-rata with existing shareholding and on terms including the payment of some consideration by the Shareholders on exercising the right) to subscribe for additional Shares;
- (c) the Company subdivides or consolidates its Shares;
- (d) the Company returns issued capital to holders of Shares;
- (e) the Company issues or cancels Shares on a pro-rata basis; or
- (f) the Company reorganises its issued capital in any other manner that is not referred to in (c), (d) or (e) of this definition (other than in lieu of dividends or by way of dividend reinvestment).

Change of Control means:

- (a) the merger or consolidation of the Company into another company;

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- (b) the acquisition of Voting Power of more than 50% in the Company by any party; or
 - (c) any similar event which the Board determines in its discretion.

Company means E&P Financial Group Limited ACN 609 913 457.

Condition means any or all of the Vesting Conditions and Forfeiture Conditions.

Constitution means the constitution of the Company.

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

Eligible Person means an Australian based person who satisfies one or more of the following eligibility requirements and whom the Board determines to be an eligible person:

- (a) a full-time or part-time employee of any Group Company (including any employee on parental leave, long service leave or other special leave as approved by the Board);
- (b) a director of a Group Company; or
- (c) an individual otherwise employed by a Group Company whom the Board determines is covered by this definition.

For the avoidance of doubt, an Associate of the employee is not an Eligible Person.

Forfeiture Conditions means any conditions determined in accordance with rule 8 that could or may result in a Participant forfeiting the Loan Funded Share or any interest in the Loan Funded Share.

Good Leaver means a Participant who ceases employment for reasons of retirement (with agreement of the Board), ill-health, total and permanent disablement, redundancy, or death, or the sale by the relevant Group Company of the business in which the Participant is employed such that it is no longer a member of the Group.

Grant Date means the date the Board resolves to grant Loan Funded Shares to a Participant.

Group means the Company and any Related Bodies Corporate of the Company.

Group Company means a member of the Group.

Holding Lock means a 'holding lock' as defined in the Listing Rules.

Invitation means an invitation to an Eligible Person to acquire Loan Funded Shares under the Plan.

Leaver means a Participant who ceases employment and who is not a Good Leaver or a Bad Leaver. A Leaver will include, but is not limited to, a Participant who ceases employment due to resignation or retirement (other than with the agreement of the Board).

Listing Rules means the official listing rules of the ASX.

Loan means a loan made or to be made by the Company to an Eligible Person under rule 5 for the purpose of acquiring a Share.

Loan Agreement means any agreement between the Company and the Eligible Person evidencing the terms and conditions of the Loan.

Loan Funded Share means a Share that is subject to a Loan and/or to any Conditions. Once all Conditions are met and the Participant no longer has any outstanding obligations pursuant to the Loan Agreement, the Loan Funded Share reverts to being a Share.

Loan Term means in respect of each Loan the period determined under rule 5.5.

Market Value means the value of a Share determined in accordance with rule 10.

Participant means an Eligible Person to whom the Board has resolved to grant Loan Funded Shares under this Plan.

Participation Certificate means a certificate issued by the Company to a Participant in accordance with rule 4.7.

Plan means the E&P Financial Group Limited Loan Funded Share Plan as constituted by the Rules.

Price means the amount, as set out in the Invitation, that a Participant is required to pay to acquire Loan Funded Shares.

Related Bodies Corporate has the same meaning as set out in Section 50 of the Corporations Act.

Rules means the rules contained in this document known as the Plan Rules, as amended from time to time.

Security Trading Policies means the Company's security trading policies (if any).

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

Total Cost means the Price of each Loan Funded Share multiplied by the total number of Loan Funded Shares specified in the Invitation.

Trustee means a trustee (if any) appointed by the Board under rule 14.

Vesting Condition means any condition determined in accordance with rule 7 that must be satisfied before a **Loan Funded Share** vests. Loan Funded Shares will be "Unvested Loan Funded Shares" until all Vesting Conditions are satisfied, lifted or removed in accordance with rule 6.3 after which point they become "Vested Loan Funded Shares".

Vesting Period means the period starting at the Grant Date and ending when the Vesting Conditions relating to Loan Funded Shares are satisfied.

Voting Power has the meaning given in Section 610 of the Corporations Act.

VWAP means the volume weighted average price of trading of Shares sold on the ASX market and the Chi-X market over the relevant period or on the relevant days but does not include any block trades, large portfolio trades, permitted trades during the pre-trading hours period, permitted trades during the post-trading period, out of hours trades and exchange traded option exercises.

Interpretation

1.2 In this Plan, unless the contrary intention appears, or context otherwise requires:

- (a) a reference to any document includes any variation, replacement, or equivalent, of the document;
- (b) a reference to a statute, or a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) headings do not affect the interpretation of these terms and conditions;
- (d) singular includes the plural and vice versa;
- (e) words importing a particular gender include other genders;
- (f) a reference in these terms and conditions to a person includes that person's administrators, successors and permitted assignees;
- (g) a reference to "\$" or "dollar" is a reference to Australian currency;
- (h) words or phrases that have a defined meaning are identified by the use of a capital letter;
- (i) the word "includes" in any form is not a word of limitation;
- (j) where a word or phrase is defined, cognate words and phrases have corresponding meanings;
- (k) if a day on or by which an obligation must be performed or an event must occur is not on a Business Day, the obligation must be performed or the event must occur on or by the Next Business Day; and
- (l) if any provision of these terms and conditions is invalid, unenforceable or otherwise ineffective, that invalidity, unenforceability or ineffectiveness does not affect the validity, enforceability, operation, construction or interpretation of any other provision of these terms and conditions, with the intent that the invalid or unenforceable provision will be read down or, if it is not capable of being read down, will be treated for all purposes as severable from these terms and conditions.

Part B: Plan Duration, Eligibility and Participation

2 Commencement, Duration and Termination of Plan

- 2.1 The Plan will commence on the date determined by the Board.
- 2.2 The Plan continues in operation until the Board determines the Plan is terminated, suspended or discontinued. The Board may decide to terminate or suspend the operation of the Plan either for a fixed period or indefinitely, and may also decide to end any period of suspension.
- 2.3 If the Plan terminates, is suspended or is discontinued for any reason, the accrued rights of the Participants will not be prejudiced.

3 Limit on equity to be awarded under Plan

- 3.1 The Board shall not invite an Eligible Person to participate if the total number of Shares issued or allotted pursuant to the following (adjusted if necessary in each case for any Capital Reconstruction) would exceed 10% of the number of Shares on issue from time to time:
 - (a) the number of Shares which are subject of the proposed Application to acquire Loan Funded Shares; and
 - (b) the total number of Shares which are the subject of any outstanding Application to acquire Loan Funded Shares; and
 - (c) the total number of Shares issued or allotted pursuant to the Plan within the three years preceding the proposed Application; and
 - (d) the total number of Shares issued, or rights or options outstanding under any other E&P Financial Group Limited employee share plan granted, within three years preceding the proposed Application; and
 - (e) excluding the total number of Shares granted pursuant to this Plan, rights or options granted under any other E&P Financial Group Limited employee share plan, that have subsequently been forfeited.

4 Invitation and Application to acquire Loan Funded Shares

Eligibility

- 4.1 The Board determines whether or not a person is an Eligible Person for the purposes of the Plan.

Invitation to participate

- 4.2 An Invitation may only be made if approved by the Board. It must be in writing and must be made in accordance with these Rules.

Terms to include in Invitation

- 4.3 The term of any Invitation are to be determined by the Board and must include the following:
 - (a) the name of the Eligible Person;
 - (b) the number of Loan Funded Shares for which the Eligible Person is invited to apply;
 - (c) the Price of each Loan Funded Share and the Total Cost if the Participant applies to acquire all of the Loan Funded Shares or the formula by which the Price and Total Cost will be calculated;
 - (d) the value of the Loan funds;
 - (e) the Loan Term;
 - (f) whether Loan Funded Shares will be subject to Conditions and / or disposal restrictions, and if so, those Conditions and / or disposal restrictions;

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- (g) the closing date for submitting an Application to acquire Loan Funded Shares; and
 - (h) any other terms and conditions the Board considers appropriate.

4.4 An Invitation is personal to, and not transferrable by, an Eligible Person.

Application to participate

- 4.5 If the Eligible Person wishes to Participate in the Plan, they must, on or before the closing date set out in the Invitation, give an Application:
- (a) to the person specified in the Invitation;
 - (b) in accordance with any instructions or conditions set out in the Invitation; and
 - (c) stating the number of Loan Funded Shares for which the Eligible Person applies (which must not exceed the number specified in the Invitation).
- 4.6 Upon receiving the Application, the Board shall determine the number of Loan Funded Shares to grant to the Eligible Person in accordance with the Invitation and the Application (which must not exceed but may be less than the number specified in the Invitation). Unless otherwise determined by the Board, the date on which this determination is made by the Board shall be the Grant Date and shall constitute the date on which the Application is accepted and becomes binding.
- 4.7 Upon the Board making the determination referred to in rule 4.6 to grant the Eligible Person Loan Funded Shares, the Company will grant the relevant Loan Funded Shares to the Participant, which may be sourced by way of new issue or on-market purchase, and issue a Participation Certificate.

Transaction costs

- 4.8 The Company may, but is not required to, bear all brokerage, commission or other transaction costs (if any) payable by a Participant in relation to acquisition of Shares under the Plan.

5 Loan Arrangements

Conditions of loan

- 5.1 The Board may determine the value of the Loan that will be provided to the Eligible Person to facilitate the acquisition of the Loan Funded Shares, or the means by which that value will be calculated and shall state the value or means of calculation of the Loan value in the Invitation.
- 5.2 A Participant who accepts a Loan irrevocably authorises the Company to apply the Loan funds on behalf of the Participant in payment of the Total Cost of the Loan Funded Shares to be acquired in accordance with clause 4.6.
- 5.3 The Board may determine that the terms of the Loan will be varied for one or more Participants.
- 5.4 Unless otherwise determined by the Board, Loans will be interest-free.
- 5.5 Unless otherwise determined by the Board, the Loan Term is the period commencing when the Loan is drawn down and ending on the date on which the first of the following events occurs:
- (a) Loan Funded Shares are forfeited by the Participant in accordance with rule 8;
 - (b) The date determined in accordance with rule 8.3 to the extent Vested Loan Funded Shares are retained on cessation of employment;
 - (c) Loan Funded Shares that are subject to a Loan are disposed of or Bought-Back in accordance with rule 9;
 - (d) the (seventh) anniversary of the date the Loan is drawn down; or
 - (e) the parties to the Loan Agreement otherwise agree in writing.

Repayment

- 5.6 Unless otherwise determined by the Board, a Participant may repay all or part of a Loan at any time before the expiration of the Loan Term.

Dividends and capital distribution

- 5.7 Unless the Board determines that the entire amount of any dividends payable or capital distribution in respect of a Participant's Loan Funded Shares will be paid directly to the Participant, the Company will apply and each Participant irrevocably directs the Company to either:
- (a) apply the entire amount of any dividends payable or capital distribution in respect of the Participant's Loan Funded Shares towards repayment of the outstanding balance of the Loan; or
 - (b) apply the After-tax Amount of any dividends payable or capital distribution in respect of the Participant's Loan Funded Shares towards repayment of the outstanding balance of the Loan.

Limited recourse

- 5.8 At the end of the Loan Term (determined in accordance with rule 5.5), the Loan amount to be repaid will be the lesser of the following amounts:
- (a) the Loan less any amounts already paid or applied, in the case of dividends and capital distributions, in reduction of the Loan; and
 - (b) the Market Value of the Loan Funded Shares to which the Loan relates as at the end of the Loan Term.
- 5.9 In the event a Participant forfeits his or her interest in Loan Funded Shares, the Participant's Loan Funded Shares will be Bought-back in accordance with rule 9 and the Participant will be taken to have repaid the Loan in full and is discharged from any further liability or obligation in respect of the Loan.
- 5.10 The repayment of the Loan amount under rule 5.8 will be limited to the cash proceeds received by the Participant from a disposal of the Loan Funded Shares to which the Loan relates.

Part C: Conditions and restrictions on Loan Funded Shares and/or Shares acquired

6 Conditions generally

Board may determine Conditions

- 6.1 The Board may determine that Loan Funded Shares be granted to Participants will be subject to:
- (a) Vesting Conditions in accordance with rule 7; and
 - (b) Forfeiture Conditions in accordance with rule 8.
- 6.2 Any Conditions must be detailed in the Invitation.

Effect of Conditions

- 6.3 The Board may determine at any time that any or all of the Conditions and disposal restrictions applicable to any or all of a Participant's Loan Funded Shares have been removed or, in the case of Vesting Conditions, be deemed satisfied.

Dealing and disposal restriction

- 6.4 A Participant must not sell, transfer, encumber or otherwise deal with a Loan Funded Share unless otherwise permitted under this Plan or determined by the Board.

7 Vesting Conditions

Board may determine Vesting Conditions

- 7.1 The nature and content of the Vesting Conditions are determined by the Board and may include conditions relating to any or all of:
- (a) continuing employment;
 - (b) performance of the Participant;
 - (c) performance of the Company; or
 - (d) the occurrence of specific events.

A Condition of the nature described in paragraphs (b), (c) or (d) constitutes a "**Performance Condition**".

8 Forfeiture Conditions

Board may determine Forfeiture Conditions

- 8.1 Unless determined otherwise by the Board, while Loan Funded Shares are held by a Participant, they are subject to forfeiture if any of the following Forfeiture Conditions are satisfied:
- (a) if the Participant breaches any term of the Loan Agreement;
 - (b) if the Participant ceases employment, but only to the extent the Forfeiture Conditions set out in 8.3 apply; or
 - (c) if, in the opinion of the Board, any of the Vesting Conditions have not been or cannot be satisfied for any reason, all of the Participant's Loan Funded Shares subject to such Vesting Conditions will be forfeited.

8.2 The Board may waive any or all forfeiture Conditions.

Cessation of employment

- 8.3 On cessation of employment, the Board will have absolute discretion to determine whether the Participant is a Bad Leaver, a Good Leaver or a Leaver and the following provisions apply:
- (a) Bad Leaver – subject to the Board’s discretion to determine otherwise, all Unvested Loan Funded Shares held by the Participant will be forfeited and any Vested Loan Funded Shares will be forfeited if either:
 - (i) they remain subject to any Conditions or disposal restrictions;
 - (ii) they remain held in trust (for any reason); or
 - (iii) the Loan applicable to those Shares has not been repaid in full.
 - (b) Good Leaver – Subject to the Board's discretion to determine otherwise (including the discretion to permit some or all Unvested Loan Funded Shares to vest based on its assessment of the circumstances in which the Participant has ceased employment), Unvested Loan Funded Shares will vest pro rata to the proportion of the Vesting Period that has elapsed as at the date on which employment ceases and having regard to the extent to which any Performance Conditions have been achieved (as determined by the Board). The balance of Loan Funded Shares that do not vest will be forfeited.
 - (c) Leaver – Unvested Loan Funded Shares will normally be forfeited subject to the Board’s discretion to permit some or all of those Unvested Loan Funded Shares to vest based on its assessment of the circumstances in which the Participant has ceased employment.
- 8.4 A Good Leaver or Leaver may retain Vested Loan Funded Shares and may deal with any Vested Loan Funded Shares (including those Unvested Loan Funded Shares which vest on cessation of employment pursuant to rule 8.3) subject to repaying the outstanding Loan balance by the earlier of its expiry date or the date which is (6) months from the cessation date (or (12) months in the case of a Participant who ceases employment due to death).

Effect of Forfeiture Conditions

- 8.5 If some or all of a Participant's Loan Funded Shares are forfeited, the forfeited Loan Funded Shares will be disposed of or Bought-back in accordance with rule 9 and the Participant will forfeit any right, interest or entitlements in respect of those Loan Funded Shares.

Participant has no right to proceeds upon forfeiture

- 8.6 Unless communicated otherwise in the Invitation, a Participant will have no right to the proceeds from any Loan Funded Shares forfeited under this rule 8 and will release and hold harmless the Company from any claim the Participant may make in respect thereof.

9 Disposal of Shares or Buy-back

Circumstances resulting in buy-back

- 9.1 The Company may determine that Loan Funded Shares held by a Participant may be Bought- back (in accordance with the requirements of the Constitution and the Corporations Act) if any of the following occur:
- (a) Loan Funded Shares are forfeited under rule 8;
 - (b) a Change of Control occurs; or
 - (c) the Loan Term ends and the Loan has not been repaid by that time.

Dealing with Loan Funded Shares upon repaying the Loan and satisfying the Conditions

- 9.2 In the case of Vested Loan Funded Shares, and subject to any disposal restrictions, a Participant may, provided that the terms of the Loan Agreement are complied with:
- (a) dispose of those Vested Loan Funded Shares on his or her own behalf; or
 - (b) request in writing that those Vested Loan Funded Shares be sold on behalf of the Participant or that the Vested Loan Funded Shares be Bought-back
- 9.3 Where a request is received by a Participant under Rule 9.2(b), the Board reserves the right to determine whether the Shares be sold or Bought-back.

Trustee

- 9.4 The Trustee may, where a request is received from a Participant to sell his or her Vested Loan Funded Shares, pay the Participant any amounts owing in accordance with these Rules and retain the Vested Loan Funded Shares for the purposes of the Plan.

Treatment on Change of Control

- 9.5 If the Company becomes, or in the opinion of the Board is likely to become, subject to a Change of Control, the Board may at its absolute discretion make a determination that some or all of a Participant's Unvested Loan Funded Shares vest and, provided the terms of the Loan are complied with, the Participant may dispose of their Vested Loan Funded Shares by way of:
- (a) sale on his or her own behalf; or
 - (b) requesting the Company Buy-back the Shares.

Sale or Buy-back price

- 9.6 Loan Funded Shares will be sold or Bought-back at:
- (a) an amount agreed with the Participant at any time; or
 - (b) an amount equal to Market Value (determined in accordance with rule 10).

10 Market Value

Market Value of Shares

- 10.1 Unless otherwise determined by the Board:
- (a) in respect of Loan Funded Shares sold, the Market Value is the net proceeds of sale realised on the sale of those Shares; and
 - (b) in any other event, the Market Value is the VWAP over the 10 trading days up to but excluding the relevant date.

11 Proceeds from disposal or Buy-back

Application of proceeds

- 11.1 If Loan Funded Shares are sold on behalf of the Participant or there is a Buy-back of Loan Funded Shares, the Participant irrevocably directs the proceeds of sale or Buy-back will be applied in the following order:
- (a) in reduction of the outstanding amount of the Loan (if any) in accordance with rule 5;
 - (b) in payment of any costs and expenses of the sale incurred by the Company; and
 - (c) the remainder, if any:
 - (i) in payment to the Participant to the extent the Participant is entitled to the proceeds; or

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- (ii) if the Participant is not entitled to the proceeds, for retention by the Company to be applied for the purposes, and for the benefit of the Plan as determined by the Board

and after this process, the Participant will be taken to have repaid the Loan in full and is discharged from any further liability or obligation in respect of the Loan.

Obligations of Company

11.2 Where Loan Funded Shares are Bought-back by the Company, the Company will:

- (a) prepare all necessary transfer documents and arrange for the Participant or an agent or attorney of the Participant to complete the transfer documents on their behalf;
- (b) pay all relevant taxes, duties or other imposts in respect of the transfer other than any taxes, duties or imposts which are for the account of the Participant; and
- (c) cancel the Loan Funded Shares which are Bought-back and, where a limit on the number of Shares able to be issued under the Plan has been set by the Board, the cancelled Shares will not be counted in the number of Shares issued under the Plan.

Part D: Participant's rights

12 Rights attaching to Loan Funded Shares

Rights generally

- 12.1 Subject to rule 12.3, a Participant is entitled to any rights which accrue to Loan Funded Shares held by the Participant and may deal with those rights in accordance with the terms of these Rules and the Invitation.
- 12.2 Shares acquired under the Plan rank equally in all respects with all shareholder entitlements for the same class of shares (including but not limited to voting rights, rights issues, dividends and other distributions to, or entitlements of, holders of existing Shares) which have a record date for determining entitlements on or after the Grant Date of the Loan Funded Shares.

Capital Reconstructions

- 12.3 In the event of a Capital Reconstruction, subject to any provisions in the Listing Rules, the Board may adjust the number of Loan Funded Shares held by a Participant.
- 12.4 Any offer made to shareholders who hold Shares in the Company (including but not limited to an issue of rights) must be made to any Participant.
- 12.5 Any adjustment made in accordance with rule 12.3 must result in an outcome where the benefits conferred on Participants are the same as (to the extent possible) or better than the benefits conferred on Participants prior to the Capital Reconstruction but will not confer on Participants any benefit to which the shareholders in the Company will not be entitled. This rule does not prevent a rounding up of the number of Shares the Participant may receive on Vested Loan Funded Shares if the rounding up is approved at the meeting of shareholders which approves the Capital Reconstruction.

No effect on contract of employment

- 12.6 Nothing in these Rules:
- (a) confers on a Participant the right to receive any Loan Funded Shares;
 - (b) confers on a Participant the right to continue as an Eligible Person;
 - (c) affects any rights which the Company may have to terminate the employment of any Eligible Person; or
 - (d) may be used to increase damages in any action brought against the Company in respect of any such termination.

Enforcement of rights

- 12.7 These Rules, any determination of the Board made pursuant to the Rules, and the terms and conditions of any Loan Funded Shares granted under the Plan will be deemed to form a contract between the Company and the Participant in a court of competent jurisdiction. Each party will in addition to damages be able to seek specific performance of the contract between them as far as specific performance is applicable under a court of competent jurisdiction.

Attorney

- 12.8 The Participant irrevocably appoints the person who from time to time occupies the position of secretary of the Company (or the secretary's authorised delegate) as his or her attorney to complete and execute any documents including share transfers and to do all acts or things in his or her name on his or her behalf which may be convenient or necessary for the purpose of giving effect to the provisions of these Rules.
- 12.9 The Participant covenants that the Participant will ratify and confirm any act, or thing done, pursuant to power granted to the attorney (or the attorney's duly authorised delegate) under rule 12.8 and will indemnify the attorney (or his duly authorised delegate) in respect of any or act, or thing done, by the attorney in exercising the power.

Applicability of Rules to Participants in particular countries

- 12.10 Where a grant is made under this Plan to an Eligible Person who does not reside in Australia, the Rules of the Plan apply subject to any alterations or additions as the Board sees fit having regard to any applicable laws, matters of convenience or similar factors which may have application to the Eligible Person or to the Company in relation to the grant.

Part E: Administration of the Plan

13 Administration of the Plan

Management by Board

13.1 The Board administers the Plan:

- (a) in accordance with these Rules, the Constitution and any applicable laws; and
- (b) no act will be done or determination made in accordance with these Rules where to do so would be a breach of any applicable laws, Listing Rules, or the constituent documents of the Company and where any such act is done or determination made, it will be considered voidable and to the extent possible be unwound and of no effect in respect of the Loan Funded Shares; and
- (c) every exercise of a power or discretion by the Company or the Board and any decision by the Company or the Board regarding the interpretation, effect or application of these Rules:
 - (i) is made at its absolute and sole discretion;
 - (ii) may be made at any time; and
 - (iii) is final, conclusive and binding; and
- (d) the Board may exercise any power or discretion conferred on them by these Rules in the interest of, or for the benefit of the Company, and in so doing the Board is not required to act in the interests of another person or as requested by another person and will not be under any fiduciary obligation to another person.

Delegation of power by Board

13.2 The Board may delegate some or all of its powers and functions under the Plan to a person or to a committee of two or more persons. Where the Board has delegated a power or function to a person or to a committee, references in this Plan to the Company or Board in relation to that power or function will be read as references to that person or committee, as the case may be.

Loan Funded Shares may be held in Trust

13.3 The Company may determine that any or all of the Participant's Loan Funded Shares will be held by a Trustee on behalf of the Participant.

13.4 Loan Funded Shares held in Trust for a Participant will be transferred to the Participant, upon the Participant's request, after satisfaction (whether by performance or by exercise of the Board's discretion) of any Conditions.

Board may receive instructions from Participant's legal representative

13.5 Any communication received by the Company from a Participant's duly appointed legal representative will be deemed a communication from the Participant. The Board reserves the right to make any inquiries or investigations that are necessary to satisfy itself, should there be any doubt, that the representative has been properly appointed.

14 Trust

Appointment of trustee

14.1 The Company may appoint a Trustee, on terms and conditions that it considers appropriate, to do all such things and perform all such functions as considered appropriate to enable the implementation of the Plan, including to acquire and hold Shares, or other securities of the Company, on behalf of Participants, for transfer to future Participants or otherwise for the purposes of the Plan.

Powers

- 14.2 In the event the Company appoints a Trustee, subject to the terms of the relevant trust deed appointing that Trustee:
- (a) every exercise of a power or discretion by the Company or the Board in these Rules may be exercised by the Trustee;
 - (b) any reference to the Company or the Board in these Rules will accordingly be interpreted as a reference to the Trustee (as applicable);
 - (c) Shares may be issued or transferred to the Trustee on behalf of the Participant; and
 - (d) the Trustee on behalf of each and all of the Participants will be entitled to any rights specified in rule 12 which accrue to Shares held for the benefit of those Participants.

15 Listing Rules

Listing of Shares

15.1 The Board may determine that the Loan Funded Shares acquired under the Plan may be listed for quotation on the ASX. In addition or as an alternative to the Shares being held by a Trustee, the Company may use a Holding Lock (or any other mechanism that it deems appropriate), to enforce the terms and conditions of the Loan Funded Shares.

Application

15.2 The provisions of the Listing Rules apply to the Plan, and to the extent that the Plan and the Rules are inconsistent, the Listing Rules apply.

16 Amendment of Plan

Amendments

16.1 Subject to rule 16.2, the Board may add to, repeal, amend, alter or vary any or all of the provisions of these Rules in writing in any respect whatsoever, including the rights or obligations of the Participant.

No reduction of rights

- 16.2 No addition, repeal, amendment, alteration or variation of these terms and conditions will:
- (a) without the Participant's consent in writing, materially reduce the Participant's accrued benefits or entitlements as they existed before the date of the amendment;
 - (b) without the Participant's consent in writing, impose additional obligations on the Participant in respect of his or her Loan Funded Shares; or
 - (c) repeal, amend, alter or vary this rule 16.2,
- unless the addition, repeal, amendment, alteration or variation is introduced primarily:
- (d) for the purpose of complying with or conforming to present or future laws or regulating the maintenance or operation of the Plan or like plans, including any relevant tax legislation;

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- (e) to correct any manifest error or mistake; or
 - (f) to enable the Plan or the Company to comply with the Corporations Act, the Listing Rules or its Constitution.

Retrospective effect

16.3 Any amendment made pursuant to rule 16.1 may be given such retrospective effect as is specified in the written instrument or resolution by which the amendment is made.

17 Notices

Address for notices

- 17.1 Any notice given under or for the purposes of these terms and conditions will be given in writing, signed, and addressed to:
- (a) in the case of the Company – the secretary of the Company at such address as is nominated by the Company; or
 - (b) in the case of an Eligible Person – the Eligible Person or the Participant at the address nominated by the Eligible Person or the Participant.

18 Governing law

18.1 These terms and conditions will be governed by and construed in accordance with the laws of the State of New South Wales and the Eligible Persons, Participants and the Company agree to submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, and any courts hearing appeals from those courts.