



Terragen

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Employee Incentive Plan

Plan Rules

(adopted by the Board on 17 July 2019)

Purpose

These are the rules of the Company's Employee Incentive Plan (**Plan**). The purpose of the Plan is to provide Eligible Employees with an opportunity to acquire Options and Shares. By doing so, the Plan seeks to provide Eligible Employees with an opportunity to share in the growth in value of the Company and to encourage them to improve the performance of the Company and its returns to shareholders. The Plan is also intended to assist the Company to attract and retain skilled and experienced employees and provide them with an incentive to have a greater involvement with and focus on the goals of the Company. This Plan commences on the date the Board determines.

1 Definitions and Interpretation

1.1 Definitions

In these Rules, unless the context otherwise requires:

Acceptance Period has the meaning given to that term in Rule 3.2(g);

Amendment has the meaning given to that term in Rule 20.1;

Applicable Law means any one or more or all, as the context requires, of the following to the extent that they apply to the Company or the Plan:

- (a) the Corporations Act;
- (b) tax laws;
- (c) the Constitution;
- (d) (if and for so long as the Company is listed on the ASX) the ASX Listing Rules;
- (e) any subordinate legislation, orders, rulings or other binding instruments passed or made by parliament, Australian Securities and Investments Commission or the Australian Taxation Office to clarify or expand paragraphs (a) and/or (b) of this definition;
- (f) any laws of foreign jurisdictions where Participants are resident;
- (g) any other laws;

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

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

ASX Listing Rules means the official listing rules of the ASX;

Bad Leaver means:

- (a) a Participant who commits a fraudulent or other dishonest act which brings disrepute upon a Group Company; or
- (b) a Participant who ceases to be employed by or hold office or be contracted with any member of the Group and who is not a Good Leaver;

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

Certificate means, in relation to an Incentive, the certificate or statement (in a form approved by the Board) issued to the Holder which discloses the number of Incentives held by the Holder;

Company means Terragen Holdings Limited ACN 073 892 636;

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

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

Delegate means a person appointed by the Board to exercise its powers and discretions under the Rules;

Eligible Employee means:

- (a) an employee of a Group Company;
- (b) an executive director, a non-executive director or a company secretary of a Group Company; or
- (c) a person who satisfied paragraph (a) or (b) of this definition during the 12 months immediately before the date of the Offer Letter issued to that person,

other than a person who has been given notice of dismissal for misconduct from his or her employment or office with the Group (or has given notice of resignation in order to avoid such dismissal); or

- (d) a contractor or consultant (**contractor**) who provides services to a Group Company;

Employee Incentive Scheme means any employee equity scheme extended to senior managers, other employees and/or directors of or a contractor to the Company and its Related Bodies Corporate or any other person nominated by the Company, and includes the Plan;

Entitlements means any rights to acquire shares, options or other securities granted or issued by the Company or by any other company to shareholders of the Company;

Good Leaver means a Participant who ceases employment or office or contractual relations with any member of the Group in any of the following circumstances:

- (a) the Participant ceases employment with any and all Group Companies due to redundancy or Retirement;
- (b) the Participant ceases employment with any and all Group Companies due to the Participant's death or Permanent Incapacity; or
- (c) any other circumstances determined by the Board in its sole and absolute discretion;

Group means the Company and each Subsidiary of the Company and **Group Company** means any of them;

Holder means the holder of Incentives;

Holding Lock means a mechanism to prevent a Participant transferring or otherwise dealing with the Incentives;

Incentive means:

- (a) a Performance Right;
- (b) a STIP Option;
- (c) a STIP Share; and
- (d) a LTIP Option;

LTIP Option means a Long Term Incentive Plan Option, which is intended to improve the longer-term performance of the Company and focus on the long term goals of the Company;

Nominee means in respect of an Eligible Employee:

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

Offer Letter means an offer letter to an Eligible Employee inviting that person or his/her Nominee to participate in the Plan;

Option means an option to subscribe for Share(s) and includes:

- (a) a Performance Right;
- (b) a STIP Option; and
- (c) a LTIP Option;

Participant means:

- (a) an Eligible Employee (or his/her Nominee) who accepts an invitation to participate in the Plan, agrees to be bound by these Rules and whose application for Incentives in accordance with the invitation is accepted by the Board; or
- (b) the legal personal representative of any person referred to in (a) duly appointed on the death or legal incapacity of that person;

Performance Hurdles means conditions or events which must be satisfied before Options may be vested (which may include, without limitation, conditions relating to the profitability of the Company or the price at which its Shares are traded on the ASX) and/or conditions which may require that the number of Options able to be vested be reduced, or that some or all the Options are forfeited or lapse in circumstances determined by the Board;

Performance Right means an Option granted under the Plan for which the exercise price is zero;

Permanent Incapacity means a condition the effect of which is in the opinion of the Board, to prevent a Participant from continuing to be an Employee engaged in a similar capacity as the Participant held prior to the condition arising;

Plan means the Company's Employee Incentive Plan as amended from time to time and operated in accordance with these Rules;

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

Retirement means the permanent cessation by a Participant of all gainful employment;

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

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

STIP Option means a Short Term Incentive Plan Option, which is intended to improve the shorter-term performance of the Company and focus on the short term goals of the Company;

STIP Share means a Short Term Incentive Plan Share, which is intended to improve the shorter-term performance of the Company and focus on the short term goals of the Company;

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

Trust means a trust established by the Company for the purpose of subscribing for acquiring and holding Options, Shares or other securities in the Company for the benefit of Participants under the Plan;

Trustee means a trustee (if any) appointed by the Board under rule 12;

Vested Option means an Option in respect of which all Vesting Conditions have been satisfied or which otherwise becomes vested in accordance with these Rules; and

Vesting Conditions means, in relation to an Option, the period of time, Performance Hurdles and other vesting conditions determined by the Board at the time of the offer of the Option which are required to be satisfied before the Option becomes a Vested Option.

1.2 Interpretation

In these Rules, unless the context otherwise requires:

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

2 Operation of the Plan

2.1 General

The Plan must be operated in accordance with these Rules.

2.2 Binding Rules

These Rules bind the Company, each Subsidiary of the Company, each Participant and each Holder.

3 Invitation

3.1 Invitation to Participate

Subject to these Rules, the Board or its Delegate may in its absolute discretion from time to time invite Eligible Employees to apply for Incentives under the Plan on the terms set out in these Rules and any other terms the Board considers appropriate. In selecting Eligible Employees to apply for, or otherwise receive, Incentives, the Board or its Delegate will have regard to:

- (a) the position in the Group held or to be held by the Eligible Employee;
- (b) the Eligible Employee's length of service with the Group;
- (c) the contribution made by the Eligible Employee to the Group;
- (d) the potential contribution to be made by the Eligible Employee to the Group; and
- (e) any other matters which the Board or the Delegate considers relevant.

3.2 Application Form and Offer Letter

The Board must give to each Eligible Employee who is invited to apply for Incentives under the Plan an Application Form together with an Offer Letter setting out the following information in relation to the Incentives:

- (a) whether the Incentives are Performance Rights, STIP Options, STIP Shares or LTIP Options;
- (b) the number of Incentives for which the Eligible Employee may apply;
- (c) the consideration (if any) for the grant of the Incentives;
- (d) if the Incentives are Options:
 - (i) the exercise price of the Options (if any) or the method of determining such exercise price;
 - (ii) the latest time at which the Options may be exercised;
 - (iii) any applicable Vesting Conditions (including, without limitation, the period or periods during which the Options or any of them may be exercised and any applicable Performance Hurdles);
- (e) the conditions of any Holding Lock which apply to the Incentives;
- (f) any other terms and conditions relating to the invitation or the Incentives, which in the opinion of the Board, are fair and reasonable and not inconsistent with these Rules;
- (g) the time within which the invitation may be accepted by the Eligible Employee (**Acceptance Period**);
- (h) in respect of the initial application made by an Eligible Employee, a summary of, or a copy of, these Rules; and
- (i) any other information or documents that the Applicable Law require the Company to give to the Eligible Employee.

3.3 Participant bound by Application Form, Offer Letter, Rules and Constitution

By completing and returning the Application Form within the Acceptance Period, a Participant applies for Incentives under the Plan on the terms of the Offer Letter and agrees to be bound by the terms of the Application Form, the Offer Letter, these Rules and the Constitution.

3.4 Acceptance by Nominee of Eligible Employee

- (a) An Eligible Employee may by notice to the Board nominate a Nominee in whose favour the Eligible Employee wishes to renounce an invitation received by, or any future invitation that may be made to, that Eligible Employee.
- (b) The Board may, in its discretion, elect not to allow a renunciation of an invitation in favour of a Nominee.
- (c) If the renunciation in favour of a Nominee is permitted by the Board and the Eligible Employee wishes to proceed with the renunciation in favour of its Nominee, then:
 - (i) the Eligible Employee will procure that its Nominee accepts the invitation made to that Eligible Employee;
 - (ii) both the Eligible Employee and the Nominee agree to be bound by these Rules as a Participant; and
 - (iii) the Eligible Employee must procure that the Nominee complies with the terms of the Application Form, these Rules, the Constitution as applicable.

4 Grant of Options

4.1 Grant of Options

Subject to the satisfaction of any terms or conditions set out in the Application Form, following receipt of a completed and signed Application Form and the acceptance by the Board of the Application Form, the Company will as soon as practicable after the end of the Acceptance Period:

- (a) issue to the Participant, on the terms of the Offer Letter, the number of Options applied for by the Participant in the Application Form; and
- (b) complete a register of Options in accordance with the Applicable Law.

4.2 No payment for Options

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

4.3 Certificate

Subject to the Applicable Law, the Company may issue a Certificate to a Participant in respect of the Options granted to that Participant. The Company must comply with the Applicable Law with respect to the issue of the Certificate.

5 Acquisition of STIP Shares

5.1 No invitation to Participate

- (a) Notwithstanding any other Rule, the Board may determine in its absolute discretion from time to time to offer STIP Shares to an Eligible Employee (or their Nominee):
 - (i) without issuing an invitation under Rule 3; and
 - (ii) on any terms and conditions, which in the opinion of the Board, are fair and reasonable.
- (b) For the avoidance of doubt, the Board will not issue STIP Shares to an Eligible Employee (or their Nominee) if such Eligible Employee (or their Nominee) does not wish to accept the STIP Shares.

5.2 Issue of STIP Shares

Subject to the satisfaction of any terms or conditions set out in the Offer Letter, Application Form or otherwise determined by the Board (if any), the Company will as soon as practicable:

- (a) allot or issue to the Participant the number of STIP Shares applied for by the Participant; and
- (b) complete a register of STIP Shares in accordance with the Applicable Law.

5.3 Methods

STIP Shares may be acquired under the Plan in any one or more following ways as determined by the Board in its absolute discretion:

- (a) by way of allotment and issue of STIP Shares;
- (b) by acquiring STIP Shares in the ordinary course of trading or otherwise on the ASX to be registered in the name of the Participant; and

- (c) by acquiring STIP Shares by off-market purchases to be registered in the name of the Participant.

5.4 **No payment for STIP Shares**

Unless otherwise determined by the Board, no payment is required for the issue of STIP Shares under the Plan.

5.5 **Certificate**

Subject to the Applicable Law, the Company may issue a Certificate to a Participant in respect of the STIP Shares granted to that Participant. The Company must comply with the Applicable Law with respect to the issue of the Certificate.

6 **Restrictions on transfer**

6.1 **No transfer**

- (a) Options may not be sold, transferred, mortgaged, charged or otherwise dealt with or encumbered without the prior written approval of the Board.
- (b) While an Option is subject to a Holding Lock, that Incentive may not be sold, transferred, mortgaged, charged or otherwise dealt with or encumbered without the prior written approval of the Board.

6.2 **Prohibition on value schemes or arrangements**

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

6.3 **Quotation on ASX**

- (a) Subject to Rule 6.3(b), no Options will be quoted on the ASX, unless the Board determines otherwise.
- (b) The Company must apply for quotation on the official list of the ASX of Shares (including STIP Shares and Shares issued on the exercise of Options) issued under the Plan.

6.4 **Incentives may be held on Trust**

- (a) The Company may, at the sole discretion of the Board, determine that any or all of the Participant's Options and/or Shares issued under the Plan will be held by a Trustee on behalf of the Participant.
- (b) Options and 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 Vesting Conditions and the conditions of any Holding Lock (if any).

7 **Shares**

All Shares (including STIP Shares and Shares issued on exercise of Options) issued under the Plan will rank equally in all respects with all existing Shares from the date of allotment, including in relation to:

- (a) voting rights; and
- (b) entitlements to participate in:

- (i) distributions and dividends; and
- (ii) future rights issues and bonus issues,

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

8 Vesting of Options

8.1 Manner of vesting and exercise

The vesting of Options and the exercise of any Options granted under the Plan may only be effected in such form and manner as the Board prescribes.

8.2 Other permitted vesting

The Board may determine that an Option will become a Vested Option, whether or not any or all applicable Vesting Conditions have been satisfied if (in the Board's opinion) one of the following events has occurred or is likely to occur:

- (a) the merger or consolidation of the Company into another company;
- (b) if a takeover bid is made in respect of the Company and the Board recommends acceptance to shareholders;
- (c) if a scheme of arrangement is made or undertaken in respect of the Company, and the Board in its absolute discretion determines exercise to be appropriate;
- (d) any event similar to those described in Rules 8.2(a) to 8.2(c) involving a change in ownership or control of the Company or all or substantial part of the assets of the Company; or
- (e) any other event as determined by the Board in its absolute discretion.

8.3 Specific Vesting Conditions and exercise procedure for Options

- (a) Subject to Rule 8.2, an Option granted under the Plan may only be exercised if, at the time of exercise:
 - (i) the Option is a Vested Option;
 - (ii) the Option has not been forfeited or lapsed under Rule 9 (subject to Rule 9.6); and
 - (iii) the Exercise Price (as adjusted under Rule 10, if applicable) has been paid.
- (b) The exercise of some Options only does not affect the Holder's right to exercise other Options at a later time.
- (c) Following exercise of an Option, the Company must, within such time as the Board determines, issue to the person exercising the Option, that number of Shares in respect of which the Option has been exercised, credited as fully paid.
- (d) Unless the terms of issue of the Options provide otherwise, Shares issued on the exercise of Options will rank equally in all respects with all existing Shares from the date of allotment, including in relation to:
 - (i) voting rights; and
 - (ii) entitlements to participate in:
 - (A) distributions and dividends; and

(B) future rights issues and bonus issues,

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

9 Lapse and forfeiture of Options

9.1 End of exercise period

Subject to Rules 9.2, 9.3 and 9.4, an Option automatically lapses as at the moment immediately after:

- (a) (if that Option is not a Vested Option) the latest time at which that Option may become a Vested Option, as specified by the Board in the Offer Letter; or
- (b) (if that Option is a Vested Option) the latest time at which that Option may be exercised, as specified by the Board in the Offer Letter.

9.2 Good Leaver

If a Participant is a Good Leaver, then:

- (a) all Options held by the Participant that are Vested Options at the date of cessation of employment or office or contractual relations may be exercised by the Participant during the 30 day period (or such longer period as is specified in the applicable documentation) following the date of cessation of employment or office or contract (notwithstanding that the exercise period specified in the Offer Letter ends during the 30 day period), after which those Options will automatically lapse;
- (b) all other Options held by the Participant will be automatically forfeited and automatically lapse on the date of cessation of employment or office or contract; and
- (c) all Offer Letters which have not been accepted by the Participant are automatically revoked on the date of cessation of employment or office,

unless the Board determines otherwise.

9.3 Bad Leaver

If a Participant is a Bad Leaver, then on the date of cessation of employment or office or contract:

- (a) all Options held by the Participant will be automatically forfeited and automatically lapse;
- (b) the Participant automatically forfeits all of his/her rights, title and interest in all Options and Entitlements; and
- (c) all Offer Letters which have not been accepted by the Participant are automatically revoked,

unless the Board determines otherwise.

9.4 End of period otherwise determined by the Board

If the Board determines a further period, or reduces the period, in which the Options may be exercised, whether such revised period is more or less than the 30-day period specified in Rule 9.2(a), or more or less than the exercise period specified in the Offer Letter for those Options, then those Options will lapse at the end of that revised period.

9.5 Cessation of employment – interpretation

For the purposes of these Rules, a Participant will not be deemed to be either a Good Leaver or a Bad Leaver if:

- (a) the Participant is absent due to approved leave granted by a Group Company;
- (b) immediately after the Participant leaves the employment or office or the contractual relations ends of a Group Company the Participant is employed by, or holds an office or enters contractual relations with, another Group Company;
- (c) the Participant is seconded from a Group Company to a government department or instrumentality or to another company; or
- (d) immediately after the Participant leaves the employment or office of or the contractual relations with a Group Company the Participant is employed by a joint venture company in which a Group Company holds a substantial interest at the time of employment, and which has been approved by the Board as an associated company for the purposes of the Plan.

9.6 Application to STIP Options and STIP Shares

This Rule 9 does not apply to STIP Options or STIP Shares. For the avoidance of doubt, there is no lapse or forfeiture of STIP Options or STIP Shares held by a Participant.

10 Capital reconstructions and new issues

10.1 Alterations to capital and reconstructions

Subject to the Applicable Law, if the Company makes any new issue of securities or alterations to its capital by way of a rights issue, bonus issue or other distribution of capital, reduction of capital or reconstruction of capital then the Board may make adjustments to the rights attaching to those Options (including, without limitation, to the number of Shares which may be acquired on exercise of the Options and the Exercise Price of an Option) on any basis it deems fit in its discretion.

10.2 New issues

Subject to the Applicable Law, unless the Board determines otherwise, a Holder is only entitled to participate (in respect of Options granted under the Plan) in a new issue of Shares to existing shareholders of the Company if the Holder has validly exercised the Holder's Options and become a Shareholder prior to the relevant record date, and is then only entitled to participate in relation to Shares of which the Holder is the registered holder.

11 Powers of the Board

11.1 Powers of the Board

The Plan will be managed by the Board, which will have power to:

- (a) determine appropriate procedures and make regulations for the administration of the Plan consistent with these Rules;
- (b) resolve and bind the Company and Participants absolutely regarding any question of fact, interpretation, effect or application arising in connection with the Plan;
- (c) determine matters falling for determination under these Rules in its absolute discretion having regard to the interests of and for the benefit of the Company;

- (d) exercise the discretions conferred on it by these Rules or which may otherwise be required in relation to the Plan; and
- (e) delegate to any one or more persons (for such period and on such conditions as it may determine) the exercise of any of its powers or discretions arising under the Plan.

11.2 Suspension or termination of Plan

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

12 Appointment of Trustee

12.1 Board may appoint Trustee

- (a) The Company may, at the sole discretion of the Board, 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 Options, Shares or other securities of the Company, on behalf of Participants, for transfer to future Participants or otherwise for the purposes of the Plan.
- (b) For the avoidance of doubt, the Board may do all things necessary for the establishment, administration, operation and funding of the Trustee and Trust.

12.2 Powers and entitlement of Trustee

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); and
- (c) Options, Shares or other securities of the Company may be issued or transferred to the Trustee on behalf of the Participant.

13 Contracts of Employment and Other Employment Rights

13.1 Rules not part of employment contract etc

- (a) The Plan does not form part of any contract of employment or services between a Group Company, or any Related Body Corporate of a Group Company, and any Eligible Employee.
- (b) Nothing in these Rules confers on any Eligible Employee the right to receive any Incentives.
- (c) It is a condition of these Rules that the Plan may be terminated at any time at the discretion of the Board and that no compensation under any employment or services contract will arise as a result.

13.2 Termination of employment

The Plan:

- (a) does not confer on any Eligible Employee or Participant the right to continue as an employee or officer or contractor of any Group Company or any Related Body Corporate of a Group Company;
- (b) does not affect any rights which a Group Company, or any Related Body Corporate of a Group Company, may have to terminate the employment or office of or contractual relations with the Eligible Employee or Participant; and
- (c) may not be used to increase damages in any action brought against a Group Company, or any Related Body Corporate of a Group Company, in respect of that termination.

14 Connection with other plans

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

15 Notices

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

16 Plan costs and brokerage

- (a) Unless otherwise determined by the Board, the Company must pay:
 - (i) all costs, charges and expenses relating to the establishment and operation of the Plan; and
 - (ii) any brokerage for the acquisition of Shares (including, without limitation, upon the exercise of an Options) under the Plan.
- (b) For the avoidance of doubt, the Company is not responsible for any brokerage payable in relation to the sale of Shares or Options held by any Participant.

17 Overseas Eligible Employees

The Company, at the Board's discretion, may:

- (a) invite Eligible Employees who are resident outside of Australia to participate in the Plan; and
- (b) make regulations for the operation of the Plan which are not inconsistent with these Rules to apply to Eligible Employees and Participants who are resident outside of Australia.

18 Subdivision 83A-C Applies

Subdivision 83A-C of the *Income Tax Assessment Act 1997* applies to the scheme set out in these Rules other than in relation to the issue of STIP Shares under the Plan.

19 General restrictions

19.1 General

Notwithstanding any Rule, Incentives may not be issued, transferred or dealt with under the Plan if to do so would contravene the Applicable Law or where the compliance with any Applicable Law would in the opinion of the Board be unduly onerous or impractical.

19.2 Limit on aggregate number of Incentives

Unless otherwise determined by the Board, taking into account what it considers to be all relevant factors, an offer of Incentives may only be made under the Plan at any particular time, if:

- (a) the number of Shares that may be acquired on exercise of rights or options on issue under any Employee Incentive Scheme (including the Plan) in the last three years; plus
- (b) the number of Shares which would be issued if each already issued and outstanding offer with respect to options over Shares under any Employee Incentive Scheme (including the Plan) was to be accepted;

does not exceed 5% (five percent) of the total number of issued Shares as of the time of the offer.

20 Amendment of the Rules, Vesting Conditions or terms of issue

20.1 General

Subject to Rule 20.2 and the Applicable Law, the Board may amend, add to, delete, revoke or otherwise vary any or all of the Vesting Conditions, the terms of issue of an Incentive, or these Rules at any time in any manner it thinks fit in its absolute discretion (**Amendment**).

20.2 Limitation on Amendments

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

- (a) for the purpose of complying with or conforming to present or future Applicable Law;
- (b) to correct any manifest error or mistake; or
- (c) for the purpose of enabling Participants to receive a more favourable taxation treatment in respect of their participation in the Plan.

21 Governing law

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