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**Santana Minerals Limited**  
ACN 161 946 989  
**Executive and Staff Option Plan**  
**Plan Rules**

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## 1. INTRODUCTION

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### 1.1. Name of Plan

The Plan is called the Santana Minerals Limited Executive and Staff Option Plan (**Plan**).

### 1.2. Objects of Plan

The objects of the Plan are to:

- (a) provide an incentive for Eligible Employees to remain in their employment in the long term;
- (b) recognise the ongoing ability of Eligible Employees and their expected efforts and contribution in the long term to the performance and success of the Company; and
- (c) provide Eligible Employees with the opportunity to acquire Options, and ultimately Shares, in the Company, in accordance with these Rules.

### 1.3. Commencement of Plan

The Plan commences on the date determined by the Plan Committee.

## 2. DEFINED TERMS AND INTERPRETATION

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### 2.1. Defined terms

In these Rules, unless the context otherwise requires:

**Accelerated Vesting Event** means:

- (a) the occurrence of a Special Circumstance in respect of a Participant;
- (b) the Company receiving a Takeover Bid from another party in respect of the Company's securities pursuant to Chapter 6 of the Corporations Act;
- (c) the Company entering into an implementation agreement with another party with a view to entering into a scheme of arrangement pursuant to Chapter 5.1 of the Corporations Act; or
- (d) a party acquiring a sufficient interest in the Company to enable them to replace the Board.

**Applicable Law** means one or more, as the context requires, of:

- (a) the Corporations Act;
- (b) Corporations Regulations;
- (c) the constitution of the Company;
- (d) ASX Listing Rules;
- (e) any practice note, policy statement, class order, declaration, guideline, policy or procedure relating to any of the items in or conduct under paragraphs (a) to (d).

**Application Form** means a duly completed and executed application for the issue of Options made by an Eligible Employee in respect of an Offer, in the form approved by the Plan Committee from time to time.

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means ASX Limited.

**ASX Listing Rules** means the listing rules of ASX.

**Board** means all or some of the directors of the Company acting as a board.

**Certificate** means, with respect to an Option, a certificate issued under these Rules in the form approved by the Plan Committee from time to time, or if the Plan Committee determines that Options are uncertificated, then a statement issued to the Participant, disclosing:

- (a) the number of Options entered in the register of Option holders in respect of the Participant; and
- (b) the information in Rule 7.3.

**Change of Control** means each of the following circumstances:

- (a) if a Takeover Bid is made to acquire at least 50% of the Shares, a person obtains Voting Power in the Company of more than 33% and the Takeover Bid is or has become unconditional;
- (b) a Court has sanctioned a compromise or arrangement under Part 5.1 of the Corporations Act (other than for the purpose of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other entity or entities);
- (c) a selective capital reduction is announced in respect of the Company which would result in a person who previously had Voting Power of less than 50% in the Company obtaining Voting Power of more than 50%; or
- (d) any other event occurs that the Board considers has resulted or will result in a change of Control of the Company.

**Company** means Santana Minerals Limited (ACN 161 946 989).

**Control** of the Company means having the right:

- (a) to vote 50% (or more) of the votes that can be cast on the election or removal of the Company's directors;
- (b) to appoint or remove directors who possess 50% (or more) of the votes exercisable by all directors of the Company; or
- (c) to 50% (or more) of the profits or distributions of the Company or of its net liquidation proceeds.

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

**Corporations Regulations** means any and all regulations made under the Corporations Act.

**Date of Grant** means, with respect to an Option, the date on which the Plan Committee grants the Option to an Eligible Employee.

**Director** means a director of the Company.

**Eligible Employee** means an Employee whom the Plan Committee determines is to receive an Offer under the Plan.

**Employee** means:

- (a) an individual whom the Plan Committee determines to be in the full-time or part-time employment of the Company or Related Body Corporate (including any employee on parental leave, long service leave or other special leave as approved by the Plan Committee);
- (b) a director of the Company or Related Body Corporate;
- (c) an individual who provides services to the Company or Related Body Corporate whom the Plan Committee determines to be an Employee for the purposes of the Plan;
- (d) an individual whose associate (as that expression is defined in section 318 of the *Income Tax Assessment Act 1936* (Cth)) provides services to the Company or Related Body Corporate, which individual the Plan Committee determines to be an Employee for the purposes of the Plan; or
- (e) an individual otherwise in the employment of the Company or Related Body Corporate whom the Plan Committee determines to be an Employee for the purposes of the Plan.

**Exercise Conditions** means the performance, vesting or other conditions (if any) determined by the Plan Committee and specified in an Offer which are, subject to these Rules, required to be satisfied, reached or met before an Option can, during the Exercise Period, be exercised.

**Exercise Period** means the period commencing on the First Exercise Date and ending on the Last Exercise Date.

**Exercise Price** means the amount payable by the holder of an Option on the exercise of the Option, as specified in the Offer for that Option.

**First Exercise Date** with respect to an Option means, unless otherwise specified in an Offer, the earlier of:

- (a) the vesting date specified in an Offer; or
- (b) the date on which a Special Circumstance arises in respect of the Participant holding the Option.

**Group** means the Company and each of its Related Bodies Corporate.

**Last Exercise Date** with respect to an Option means, unless otherwise specified in an Offer:

- (a) the date specified in the Offer; or

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- (b) if a Special Circumstance arises in respect of a Participant before the date in paragraph (a), then the date 12 months (or, subject to Applicable Law, such longer period as may be determined by the Plan Committee) after the Special Circumstance arises.

**Legal Personal Representative** means the executor of the will or an administrator of the estate of a deceased person, the trustee of the estate of a person under a legal disability or a person who holds an enduring power of attorney granted by another person.

**Notice of Exercise** means a duly completed and executed notice of exercise of an Option by a Participant, in the form approved by the Plan Committee from time to time.

**Option** means an option issued to a Participant under the Plan to subscribe for a Share.

**Offer** means an invitation to an Eligible Employee made by the Company under Rule 5.1 to apply for an issue of Options.

**Participant** means a person who holds Options issued under the Plan and, if a Participant dies or becomes subject to a legal disability, the Legal Personal Representative of the Participant.

**Plan** means the Santana Minerals Limited Executive and Staff Option Plan governed by these Rules.

**Plan Committee** means the committee of the Board to which power to administer the Plan has been delegated or if there has been no delegation, the Board.

**Redundancy** means the termination or cessation of Participant's employment or office with a body corporate in the Group as a result of redundancy, as determined by the Plan Committee.

**Related Body Corporate** has the meaning attributed to that term by the Corporations Act.

**Rules** means the rules governing the operation of the Plan set out in this document, as amended from time to time.

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

**Shares** means fully paid ordinary shares in the capital of the Company.

**Special Circumstance** means with respect to a Participant:

- (a) Total and Permanent Disablement;
- (b) Redundancy;
- (c) the death of the Participant;
- (d) any other circumstances as the Plan Committee may at any time determine (whether in relation to the Participant, a class of Participants, particular circumstances or a class of circumstances) and whether before or after the Date of Grant.

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

**Tax** includes any tax, levy, impost, GST, deduction, charge, rate, contribution, duty or withholding which is assessed (or deemed to be assessed), levied, imposed or made by any government or any governmental, semi-governmental or judicial entity or authority together with any interest, penalty, fine, charge, fee or other amount assessed (or deemed to be assessed), levied, imposed or made on or in respect of any or all of the foregoing.

**Total and Permanent Disablement** means the termination or cessation of a Participant's employment with the Company or a Related Body Corporate as a result of total and permanent disablement, as determined by the Plan Committee.

**Voting Power** has the meaning given in the Corporations Act.

## **2.2. Interpretation**

In these Rules, unless the context otherwise requires:

- (a) reference to any legislation or a provision of any legislation includes a modification or re-enactment of the legislation or a legislative provision substituted for, and all legislation and statutory instruments and regulations issued under, the legislation;
- (b) words denoting the singular include the plural and vice versa;
- (c) words denoting a gender include the other genders;
- (d) reference to any document or agreement includes reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (e) where any word or phrase is given a defined meaning in these Rules, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (f) reference to a rule or paragraph is a reference to a rule or paragraph of these Rules, or the corresponding Rule or Rules of the Plan as amended from time to time; and
- (g) where an act or thing must be done on a particular day or within a particular period, that act or thing must be done before, and that period ends at, 5.00 pm eastern standard time on the relevant day.

## **2.3. Headings**

Headings are for convenience only and do not affect the interpretation of these Rules.

## **2.4. Applicable Laws**

These Rules are to be interpreted subject to the Applicable Laws.

## **3. PRINCIPAL CONDITIONS**

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### **3.1. ASIC Plan limits**

The Company must take reasonable steps to ensure that the number of Shares to be received on exercise of an Option when aggregated with:

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- (a) the number of Shares in the same class which would be issued were each outstanding Offer with respect to shares, units of shares and options to acquire unissued shares, under the Plan to be accepted or exercised; and
  - (b) the number of Shares in the same class issued during the previous 5 years pursuant to the Plan or any other employee share scheme extended only to Eligible Employees of the Company;

but disregarding any offer made, or Option acquired or share issued by way of or as a result of:

- (c) an offer to a person situated at the time of receipt of the offer outside Australia; or
- (d) an offer that did not need disclosure to investors because of section 708 of the Corporations Act; or
- (e) an offer made under a disclosure document,

must not exceed 5% of the total number of issued shares in that class of the Company as at the time of the offer.

### **3.2. Options issued only to Employees**

No Options may be issued to a person under the Plan unless the person remains an Employee as at the Date of Grant, or the Plan Committee determines otherwise.

### **3.3. Compliance with laws**

No Option may be offered or issued to, or exercised by, an Eligible Employee or Participant if to do so would contravene an Applicable Law.

## **4. OPERATION OF THE PLAN**

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The Plan operates according to these Rules which bind the Company, any Related Body Corporate, and each Participant.

## **5. OFFERS**

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### **5.1. Plan Committee may make Offer**

Subject to these Rules, the Plan Committee may from time to time make an Offer to an Eligible Employee.

### **5.2. Form of Offer**

An Offer must be in writing and, subject to Rule 5.3, the form of the Offer and any acceptance of the invitation constituted by the Offer must be as approved by the Plan Committee from time to time.

### **5.3. Information contained in Offer**

An Offer must state:

- (a) the name and address of the Eligible Employee to whom the Offer is made;
- (b) the date of the Offer;

- (c) the period for acceptance of the invitation constituted by the Offer;
- (d) the maximum number of Options for which the Eligible Employee may make application;
- (e) the expected Date of Grant of the Options the subject of the Offer;
- (f) the expected First Exercise Date of the Options the subject of the Offer;
- (g) the expected Last Exercise Date of the Options the subject of the Offer;
- (h) the Exercise Price or the manner of determining the Exercise Price of the Options the subject of the Offer;
- (i) the Exercise Conditions (if any) attaching to the Options the subject of the Offer; and
- (j) any other specific terms and conditions applicable to the Offer.

**5.4. Number of Options**

Subject to Rule 3.1, the number of Options the subject of an Offer to an Eligible Employee is determined by the Plan Committee.

**5.5. Exercise Price**

Subject to any adjustment under Rule 11, the Exercise Price in respect of an Option is as determined by the Plan Committee.

**5.6. Exercise Price in Australian dollars**

The Exercise Price in respect of an Option must be denominated and payable in Australian dollars.

**5.7. Offer personal**

An Offer under the Plan is personal to the Eligible Employee to whom it is made and, accordingly, the invitation constituted by an Offer may only be accepted by, and Options may only be issued to, the Eligible Employee to whom the Offer is made.

**6. APPLICATION FOR OPTIONS**

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**6.1. Acceptance of Offer**

An Eligible Employee may accept the invitation constituted by an Offer by giving to the Company an Application Form within the period specified in the Offer.

**6.2. Application for all or some Options**

An Eligible Employee may in his or her discretion accept the invitation constituted by an Offer, in whole or in part, in multiples of 100 Options or another multiple of Options as the Plan Committee may allow for the Eligible Employee.

**6.3. Lapse of Offer**

An Offer not accepted in accordance with Rule 6.1 lapses unless the Plan Committee determines otherwise.

## **7. ISSUE OF OPTIONS**

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### **7.1. Acceptance of application and issue**

The Company may, within 60 days after receiving a duly completed Application Form from an Eligible Employee but subject to the conditions of the Offer:

- (a) accept the Application Form;
- (b) issue to the Eligible Employee all of the Options the subject of the Application Form; and
- (c) notify the Eligible Employee of the Date of Grant of those Options.

### **7.2. Eligible Employee becomes a Participant**

On the issue of an Option following receipt by the Company of an Application Form, an Eligible Employee becomes a Participant and is bound by these Rules.

### **7.3. Certificates**

The Company must give a Participant one or more Certificates stating:

- (a) the number of Options issued to the Participant;
- (b) the Exercise Price of those Options; and
- (c) the Date of Grant of those Options.

### **7.4. Consideration for Options**

Options will be issued for consideration comprising the services that are expected to be provided by an Eligible Employee to or for the benefit of the Company or a Related Body Corporate but no further monetary or other consideration will be payable in respect of the issue of an Option.

### **7.5. Entitlement to underlying Shares**

Subject to these Rules, each Option confers on its holder the entitlement to subscribe for and be issued one fully paid Share at the Exercise Price.

### **7.6. Interest in Shares**

A Participant has no interest in a Share the subject of an Option held by the Participant unless and until the Share is issued to that Participant under these Rules.

## **8. EXERCISE OF OPTIONS**

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### **8.1. Exercise during Exercise Period**

Subject to Rules 3.4, 8.2, 8.3 and 8.4, an Option may be exercised at any time during the Exercise Period for that Option. The Exercise Period for any Option shall not exceed 7 years from the Date of Grant.

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## **8.2. Exercise before Exercise Period**

Subject to Rule 8.3, an Option may be exercised before the Exercise Period if permitted under Rules 10.4 or 11.5.

## **8.3. Vesting dates**

The vesting dates applicable to Options the subject of an Application Form will be specified in the Offer. The Options will vest in a Participant in accordance with the vesting dates and any vesting conditions specified in the Offer.

## **8.4. Exercise Conditions**

Subject to Rule 8.5, if the Offer in respect of an Option specifies any Exercise Conditions, a Participant may not exercise the Option unless and until those Exercise Conditions have been satisfied, reached or met.

## **8.5. Waiver of Exercise Conditions**

The Plan Committee may, at its discretion, by notice to the Participant reduce or waive the Exercise Conditions attaching to Options in whole or in part at any time and in any particular case including due to a Special Circumstance or another Accelerated Vesting Event.

## **8.6. Exercise of Options**

Subject to these Rules, Options which have not lapsed may be exercised by the Participant giving to the Company:

- (a) a Notice of Exercise signed by the Participant;
- (b) the Certificate for those Options; and
- (c) a cheque payable to the Company (or another form of payment acceptable to the Board) in the amount of the product of the number of Options then being exercised by the Participant and the Exercise Price.

## **8.7. Issue of Shares**

Subject to these Rules and the Applicable Law, on the exercise of an Option the Company must:

- (a) procure the transfer of a Share; or
- (b) issue and allot a Share.

## **8.8. Clearance of Exercise Price**

The Company is not obliged to issue Shares on exercise of Options until any cheque received in payment of the Exercise Price has been honoured on presentation.

## **8.9. Exercise all or some Options**

- (a) A Participant may only exercise Options in multiples of 100 or another multiple as the Plan Committee determines unless the Participant exercises all Options covered by a Certificate able to be exercised by him or her at that time.

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- (b) The exercise by a Participant of only some of the Options held by the Participant does not affect the Participant's right to exercise at a later date other Options held by the Participant (whether those other Options have the same First Exercise Date or otherwise).

#### **8.10. Replacement Certificate**

If a Participant submits a Notice of Exercise in respect of only part of the Options covered by a Certificate, the Company must issue a Certificate stating the remaining number of Options held by the Participant.

#### **8.11. Shares rank equally**

Unless otherwise provided in a Notice of Exercise, Shares issued on the exercise of Options rank equally with all existing Shares on and from the date of issue in respect of all rights issues, bonus share issues and dividends which have a record date for determining entitlements on or after the date of issue of those Shares.

### **9. LAPSE OF OPTIONS**

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#### **9.1. Lapse of Options**

An Option lapses on the earlier of:

- (a) the Last Exercise Date;
- (b) the date on which:
  - (i) the Participant has a judgment entered against the Participant in any civil proceedings in respect of the Participant's duties at law in the Participant's capacity as an employee of the Company or Related Body Corporate;
  - (ii) in the Plan Committee's opinion, the Participant has done an act which has brought the Company or Related Body Corporate into disrepute; or
  - (iii) in the Plan Committee's opinion, the Participant has committed an act of fraud, defalcation or gross misconduct in relation to the affairs of the Company or Related Body Corporate (whether or not they are charged with an offence); or
- (c) unless otherwise determined by the Plan Committee, the date which is 2 months after the date the Participant leaves employment with the Company or a Related Body Corporate, or the termination of employment of the Participant with the Company or a Related Body Corporate (other than due to the occurrence of a Special Circumstance).

#### **9.2. Rights cease**

If a Participant fails for any reason to exercise all the Options registered in the Participant's name before the occurrence of a circumstance set out in Rule 9.1, those Options that the Participant:

- (a) would have been entitled to exercise and that have not been exercised; and
- (c) may have had a right or entitlement to have vested in the Participant,

lapse and all rights of the Participant under the Plan in respect of those Options cease.

## **10. DEALINGS WITH OPTIONS**

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### **10.1. Options personal**

Except where Options have been transferred under Rule 10.3, Options held by a Participant are personal to the Participant and may not be exercised by another person.

### **10.2. No unauthorised disposal**

Except as permitted under Rule 10.3, a Participant must not dispose of or grant a Security Interest over or otherwise deal with an Option or an interest in an Option, and the Security Interest or disposal or dealing is not recognised in any manner by the Company.

### **10.3. Permitted transfer of Options**

Options may be transferred, by an instrument of transfer, in the following circumstances only:

- (a) a transfer constituting the necessary transfer documents following an acceptance of an offer made under an off-market bid relating to Options;
- (b) a transfer to a bidder on the sale of the Options under Division 3 of Part 6A.1 of the Corporations Act;
- (c) a transfer to a 100% holder on the sale of the Options under Division 2 of Part 6A.2 of the Corporations Act;
- (d) a transfer under Part 6A.3 of the Corporations Act to a person entitled to acquire the Options under section 661A or 664A of the Corporations Act; or
- (e) subject to Applicable Law, a transfer approved by the Board in those circumstances as may be determined by the Board.

### **10.4. First Exercise Date brought forward**

If an Accelerated Vesting Event occurs while a Participant is employed with the Group the Board may, at its discretion:

- (a) bring forward the First Exercise Date of all Options held by the Participant to a date determined by the Plan Committee; and
- (b) waive or vary any Exercise Conditions in regard to an Option held by the Participant in accordance with Rule 8.5.

### **10.5. Takeover or Scheme of Arrangement**

Subject to Applicable Laws, if a Change of Control occurs, all Options will immediately vest.

### **10.6. Notice to Participants of change**

If the Plan Committee determines to alter the First Exercise Date and Exercise Conditions under Rule 10.4, the Company:

- (a) must within 14 days of the alteration give notice to each Participant affected by the Accelerated Vesting Event in respect of any Options held by the Participant; and

- (b) may have to issue a replacement Certificate for the Options.

## **11. PARTICIPATION RIGHTS, BONUS ISSUES, RIGHTS ISSUES, REORGANISATIONS OF CAPITAL AND WINDING UP**

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### **11.1. New issues**

- (a) Participants are not entitled to participate in any new issue to existing holders of Shares in the Company unless:
- (i) they have become entitled to exercise their Options under the Plan; and
  - (ii) they do so before the record date for the determination of entitlements to the new issue of securities and participate as a result of being holders of Shares.
- (b) The Company must give Participants, in accordance with the ASX Listing Rules (if applicable), notice of any new issue of securities before the record date for determining entitlements to the new issue.

### **11.2. Bonus issues**

If the Company makes (whether before or during the Exercise Period) a bonus issue of Shares or other securities to existing holders of Shares (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) and no Share has been issued in respect of an Option before the record date for determining entitlements to the bonus issue, then the number of underlying Shares over which the Option is exercisable is increased by the number of Shares which the Participant would have received if the Participant had exercised the Option prior to such record date.

### **11.3. Pro-rata issues**

If the Company makes (whether before or during the Exercise Period) a pro-rata issue of Shares (except a bonus issue) to existing holders of Shares (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) and no Share has been issued in respect of an Option before the record date for determining entitlements to the issue, the Exercise Price of the Option is reduced in accordance with the ASX Listing Rules (if applicable).

### **11.4. Reorganisation of capital**

- (a) If there is a reorganisation of the issued capital of the Company, the Board will adjust the number of Options or the Exercise Price of the Options (or both), as it deems appropriate so that the benefits conferred on Participants after the reorganisation of capital are the same as the benefits conferred on Participants prior to the reorganisation. This clause does not prevent a rounding of entitlements if sanctioned by any meeting of members approving the reorganisation of capital.
- (b) If there is a reorganisation of capital of the Company (whether before or during the Exercise Period) the rights of a Participant (including the number of Options to which each Participant is entitled and the Exercise Price) is changed to the extent necessary to comply with the ASX Listing Rules (if applicable) applying to a reorganisation of capital at the time of the reorganisation.

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### **11.5. Winding up**

If (whether before or during the Exercise Period) a resolution for a members' voluntary winding up of the Company is proposed (other than for the purpose of a reconstruction or amalgamation) the Plan Committee may, in its absolute discretion, give written notice to Participants of the proposed resolution. Subject to the Exercise Conditions, the Participants may, during the period referred to in the notice, exercise their Options if the Last Exercise Date for the Options has not expired.

### **11.6. Fractions of Shares**

For the purposes of this Rule 11, if Options are exercised simultaneously, then the Participant may aggregate the number of Shares or fractions of Shares for which the Participant is entitled to subscribe. Fractions in the aggregate number only will be disregarded in determining the total entitlement of a Participant.

### **11.7. Calculations and adjustments**

Any calculations or adjustments which are required to be made under this Rule 11 will be made by the Plan Committee and, in the absence of manifest error, are final and conclusive and binding on the Company and the Participant.

### **11.8. Notice of change**

The Company must within a reasonable period give to each Participant notice of any change under Rule 11 to the Exercise Price of any Options held by the Participant or to the number of Shares which the Participant is entitled to subscribe for on exercise of an Option.

## **12. QUOTATION OF SHARES**

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### **12.1. No Quotation of Options**

The Company will not seek official quotation of any Options.

### **12.2. Quotation of Shares**

The Company must apply to the ASX for quotation or listing of Shares issued on exercise of Options if other Shares of the Company are officially quoted or listed by the ASX at that time.

## **13. ADMINISTRATION OF THE PLAN**

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### **13.1. Administration**

The Plan is administered by the Plan Committee.

### **13.2. Powers of the Plan Committee**

The Plan Committee has power to:

- (a) determine appropriate procedures and make regulations for the administration of the Plan which are consistent with these Rules;
- (b) resolve conclusively all questions of fact or interpretation arising in connection with the Plan;

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- (c) terminate or suspend the operation of the Plan at any time, provided that the termination or suspension does not adversely affect or prejudice the rights of Participants holding Options at that time;
  - (d) delegate those functions and powers it considers appropriate, for the efficient administration of the Plan, to any person or persons whom the Plan Committee reasonably believes to be capable of performing those functions and exercising those powers;
  - (e) take and rely upon independent professional or expert advice in or in relation to the exercise of any of their powers or discretions under these Rules;
  - (f) administer the Plan in accordance with these Rules as and to the extent provided in these Rules; and
  - (g) make regulations for the operation of the Plan consistent with these Rules.

### **13.3. Exercise of powers or discretion**

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

### **13.4. Determinations**

If these Rules provide for a determination, decision, approval or opinion of the Plan Committee or Board. The Plan Committee or Board (as applicable) may make or give that determination, decision, approval or opinion in its absolute discretion.

### **13.5. Expenses and costs**

Subject to these Rules, the Company and its Subsidiaries must pay all expenses, costs and charges incurred in the administration of the Plan in the amounts and proportions as they shall agree.

### **13.6. Tax**

The Company is not responsible for any Tax which may become payable by a Participant in connection with the issue of Shares pursuant to an exercise of Options or another dealing by a Participant with the Options or Shares. Notwithstanding anything else contained in these Rules, the Company may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of Taxes imposed under applicable law, or the funding of related amounts for which liability may arise under such applicable law. Without limiting the generality of the above, a Participant who wishes to exercise an Option may, in addition to following the procedures set out in Rule 8 and elsewhere in these Rules, and as a condition of exercise, have to:

- (a) deliver a certified cheque, wire transfer or bank draft payable to the Company for the amount determined by the Company to be the appropriate amount on account of such taxes or related amounts; or
- (b) otherwise ensure, in a manner acceptable to the Company (if at all) in its sole and unfettered discretion, that the amount will be securely funded, and must in all other respects follow any related procedures and conditions imposed by the Company.

## **14. AMENDMENT TO RULES**

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### **14.1. Board may amend Rules**

The Board may at any time amend any of these Rules, or waive or modify the application of any of these Rules in relation to a Participant.

### **14.2. Consent of Participants**

If an amendment to be made under Rule 14.1 would adversely affect the rights of Participants in respect of any Options then held by them, the Board must obtain the consent of Participants who between them hold not less than 75% of the total number of those Options held by all those Participants before making the amendment.

### **14.3. Eligible Employees outside Australia**

The Board may make any additions, variations or modifications to the Rules, in relation to the implementation of the Plan and the specific application of the Rules to Eligible Employees residing outside Australia.

## **15. RIGHTS OF PARTICIPANTS**

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### **15.1. No conferred rights**

These Rules:

- (a) do not confer on an Employee the right to receive an Offer;
- (b) do not confer on a Participant the right to continue as an Employee;
- (c) do not affect any rights which the Company or a Related Body Corporate may have to terminate the employment of a Participant; and
- (d) may not be used to increase damages in an action brought against the Company or a Related Body Corporate in respect of that termination.

### **15.2. Voting at general meetings**

Participants do not, as Participants, have any right to attend or vote at general meetings of holders of Shares.

## **16. NOTICES**

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Notices may be given by the Company to Participants in any manner that the Plan Committee may from time to time determine.

## **17. GOVERNING LAW**

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These Rules and the rights and obligations of Participants under the Plan are governed by the law of Queensland, Australia, and each Participant irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland, Australia.

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