

Three overlapping arrows pointing to the right, stacked vertically. The top arrow is solid red, the middle one is solid grey, and the bottom one is a white outline.

**DEXION LIMITED
EXECUTIVE
PERFORMANCE
AWARD PLAN**

Table of Contents

1.	Introduction	2
2.	Defined terms and interpretation	2
3.	Invitation to participate	6
4.	Application for Awards	7
5.	Issue of Awards	7
6.	Dealings with Awards	8
7.	Vesting date of Award	8
8.	Exercise of Awards	8
9.	Issue of Shares	9
10.	Holding restrictions on Shares acquired	10
11.	Share issues, reorganisations of capital and winding up	10
12.	Maximum Number of Awards	11
13.	Quotation of Shares	12
14.	Compliance with laws	12
15.	Administration	12
16.	Rights of Participants	13
17.	Voting at general meetings	14
18.	Notices	14
19.	Governing law	14
20.	Advice	14

1. Introduction

1.1 Name of Plan

The Plan is called the Dexion Limited Executive Performance Award Plan.

1.2 Object of Plan

The object of the Plan is to:

- (a) provide a long term incentive for Eligible Employees to remain in their employment in the long term;
- (b) recognise the ability of Eligible Employees and their contribution over the long term to the performance and success of the Group; and
- (c) provide Eligible Employees with the opportunity to acquire Awards, 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

2.1 Defined terms

In these Rules, unless the context otherwise requires:

Accelerated Vesting Event means the occurrence of:

- (a) a Special Circumstance in respect of a Participant; or
- (b) one of the following circumstances:
 - (i) an offer under an off-market or on-market takeover bid, or
 - (ii) where the Company enters into or proposes to enter into a scheme of arrangement under which the Company proposes to merge with another entity, or
 - (iii) where the Company enters into a scheme of arrangement under which the Company proposes to de-merge a business within the company or Group; or
- (c) such other circumstance or event as the Plan Committee may at any time decide is an Accelerated Vesting Event.

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

- (a) the *Corporations Act 2001* (Cth);
- (b) Corporations Regulations;
- (c) the Listing Rules;
- (d) any other applicable securities laws;

- (e) the constitution of the Company; and
- (f) any practice note, policy statement, class order, declaration, guideline, policy or procedure authorising or entitling ASIC or ASX to regulate, implement or enforce, either directly or indirectly:
 - (i) a provision of the laws, regulations, rules or constitution referred to in paragraphs 2.1(a) to 2.1(e); or
 - (ii) any agreement or deed made under the laws, regulations, rules or constitution referred to in paragraphs 2.1(a) to 2.1(e); or
 - (iii) a person's conduct or proposed conduct under the laws, regulations, rules or constitution referred to in paragraphs 2.1(a) to 2.1(e), or any agreement or deed referred to in paragraph 2.1(f)(ii).

Application Form means a document in the form approved by the Plan Committee from time to time provided to an Eligible Employee by the Company to allow for that Eligible Employee to apply for Awards in respect of an Invitation,

ASIC means the Australian Securities and Investments Commission.

ASX means Australian Stock Exchange Ltd ACN 008 624 691.

Award means an Option or Performance Right as specified in an Invitation.

Board means all or some of the directors of the Company acting as a board or its delegate under section 198D of the Corporations Act 2001 (Cth).

Company means Dexion Limited ACN 105 330 041.

Corporations Regulations means any and all regulations made under the *Corporations Act 2001* (Cth).

Date of Grant means, with respect to an Award, the date on which the Plan Committee grants the Award 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 Invitation under the Plan. An Eligible Employee does not include a non-executive director of the Company.

Employee means:

- (a) an individual whom the Plan Committee determines to be in the full-time or part-time employment of a body corporate in the Group (including any employee on parental leave, long service leave or other special leave as approved by the Plan Committee);
- (b) a director of a body corporate in the Group who holds a salaried employment or office in a body corporate in the Group;
- (c) an individual otherwise in the employment of a body corporate in the Group whom the Plan Committee determines to be an Employee for the purposes of the Plan.

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

Exercise Price means the amount (if any) payable by the holder of an Award on the exercise of the Award, as determined under Rule 3.4.

First Exercise Date means, unless otherwise specified in an Invitation, the earlier of:

- (a) The satisfaction of the Performance Criteria in respect of the Award; or
- (b) the date on which a Special Circumstance arises in respect of the Participant holding the Award.

Group means the Company and its Subsidiaries.

Holding Lock has the meaning given to the term “holding lock” in the Listing Rules;

Invitation means a written invitation to an Eligible Employee made by the Company under Rule 3 to apply for an Award.

Last Exercise Date with respect to an Award means, unless otherwise specified in an Invitation:

- (a) the date 10 years after the Date of Grant; or
- (b) if a Special Circumstance arises in respect of a Participant during those 10 years, then the date 12 months (or 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.

Listing Rules means the Official Listing Rules of the Australian Stock Exchange Limited from time to time in force as they apply to the Company and a reference to any particular provision includes a reference to any replacement provision.

Notice of Exercise means a duly completed and executed notice of exercise of an Award 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, with an Exercise Price of nil or more.

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

Performance Criteria means one or more conditions as determined by the Board, that must be satisfied or circumstances that must exist before the right to exercise an Award vests in a Participant.

Performance Period means the period of time prescribed by the Board for compliance with any Performance Criteria in respect of an Award.

Performance Right means an unrenounceable right granted to a Participant under the Plan to subscribe for a Share with an Exercise Price of nil or more.

Plan means the Dexion Limited Executive Performance Award Plan governed by these Rules.

Plan Committee means the Dexion Board Nomination and Remuneration Committee or another 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 a Participant's employment or office with a body corporate in the Group as a result of redundancy, as determined by the Plan Committee.

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; and
- (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).

Statement means, with respect to an Award, a statement issued to the Participant, in the form approved by the Plan Committee from time to time, containing the information set out in Rule 5.2.

Subsidiary means:

- (a) a body corporate of which the Company is a holding company in terms of Division 6 of Part 1.2 of the Corporations Act 2001 (Cth) that the Plan Committee has approved for participation in the Plan; or
- (b) a body corporate in which the Company has voting power of not less than 20% (determined under section 610 of the Corporations Act 2001 (Cth)) that the Plan Committee has approved for participation in the Plan.

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 Group as a result of total and permanent disablement, as determined by the Plan Committee.

2.2 Interpretation

In these Rules, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of these Rules;
- (b) 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;
- (c) words denoting the singular include the plural and vice versa;
- (d) words denoting a gender include the other genders;
- (e) reference to any document or agreement includes reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;

- (f) 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;
- (g) 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
- (h) 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 5.00pm Sydney time on the relevant day.

2.3 Primary instruments

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

3. Invitation to participate

- 3.1 The Plan Committee may offer to grant an Award to an Eligible Employee on such date as the Plan Committee decides.
- 3.2 The Award will be on the terms of this Plan and may be subject to additional conditions imposed by the Plan Committee in the Invitation.
- 3.3 On determination that an Eligible Employee is to be offered an Award, the Company will send the Eligible Employee an Invitation. The Invitation will include the following:
 - (a) the name and address of the Eligible Employee to whom the Invitation is made;
 - (b) the date of the Invitation;
 - (c) the period for acceptance of the Invitation;
 - (d) the maximum number of Options or Performance Rights for which the Eligible Employee may make application;
 - (e) the expected Date of Grant of the Awards the subject of the Invitation;
 - (f) the expected First Exercise Date of the Awards the subject of the Invitation;
 - (g) the expected Last Exercise Date of the Awards the subject of the Invitation;
 - (h) the Exercise Price (if any) or the manner of determining the Exercise Price (if any) of the Awards that are the subject of the Invitation;
 - (i) the Performance criteria (if any) attaching to the Awards that are the subject of the Invitation;
 - (j) a blank Application Form to be used by the Eligible Employee to accept the Invitation; and
 - (k) any other terms, conditions or restrictions that the Plan Committee decides.

3.4 Exercise Price of Awards

- (a) Subject to any adjustment under Rule 11, the Exercise Price in respect of an Award is as determined by the Plan Committee.
- (b) The Exercise Price in respect of an Award must be denominated and payable in Australian dollars.

3.5 Invitation personal

An Invitation under the Plan is personal to the Eligible Employee to whom it is made and may not be accepted by another person.

4. Application for Awards

4.1 Acceptance of Invitation

An Eligible Employee may accept the Invitation by giving to the Company a completed Application Form within the period specified in the Invitation. By completing and returning the Application Form in accordance with its terms the Eligible Employee agrees to participate in the Plan and to be bound by these Rules and the Company's constitution.

4.2 Application for all or some of Options or Performance Rights

An Eligible Employee may in his or her discretion accept the Invitation, in whole or in part, in multiples of 100 Options or Performance Rights (as the case may be) or another multiple of Options or Performance Rights as the Plan Committee may allow for the Eligible Employee.

4.3 Lapse of Invitation

Unless the Plan Committee determines otherwise, an Invitation lapses where:

- (a) It is not accepted in accordance with Rule 4.1; or
- (b) The Employee the subject of the Invitation ceases to be an Employee of the Group.

5. Issue of Awards

5.1 Acceptance of application and issue

Within 60 days of receipt of a duly completed Application Form from an Eligible Employee the Company may, subject to the conditions of the Invitation:

- (a) accept the Application Form;
- (b) issue to the Eligible Employee the Awards the subject of the Invitation; and
- (c) notify the Eligible Employee of the Date of Grant of such Awards.

5.2 Statements

Once an Award has been issued in accordance with Rule 5.1, the Company must give a Participant a Statement containing the following information:

- (a) the number of Awards issued to the Participant;
- (b) the Exercise Price of those Awards;
- (c) the Date of Grant of those Awards; and
- (d) any Performance Criteria and the relevant Performance Period.

5.3 Entitlement to underlying Shares

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

5.4 Interest in Shares

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

6. Dealings with Awards

6.1 Awards personal

Awards held by a Participant are personal to the Participant and may not be exercised or transferred to another person.

7. Vesting date of Award

Unless otherwise specified in an Invitation, an Award vests on the first Exercise Date.

8. Exercise of Awards

8.1 Exercise during Exercise Period

Subject to the following Rules, a Participant may exercise all or part of an Award at any time during the Exercise Period by giving to the Company:

- (a) a signed Notice of Exercise; and
- (b) if applicable, an amount equal to the Exercise Price in cleared funds.

8.2 Exercise before Exercise Period

Awards may be exercised before the commencement of the Exercise Period if permitted under Rule 11.5

8.3 First Exercise Date brought forward

If an Accelerated Vesting Event occurs whilst a Participant is employed with the Group, the Board may at its discretion, by written notice to the Participant:

- (a) bring forward the First Exercise Date of all Awards held by the Participant to a date determined by the Plan Committee; and
- (b) waive or amend any Performance criteria in regard to an Award held by the Participant in accordance with Rule 8.5.

8.4 Performance Criteria

Where the Invitation in respect of Awards specifies any Performance Criteria, the right to exercise those Awards may not vest unless and until the Performance Criteria have been satisfied.

8.5 Amendment of Performance criteria

If the Plan Committee waive or amend the Performance Criteria attaching to Awards for any reason including the occurrence of a Special Circumstance, a Participant will:

- (a) if the Performance Criteria is amended, be taken to have complied with Rule 8.4 upon satisfaction of the amended Performance Criteria; or

- (b) if the Performance Criteria if waived, be taken to have complied with Rule 8.4 without regard to the Performance Criteria.

8.6 Exercising part of Awards

- (a) A Participant may only exercise Awards in multiples of 100 or another multiple as the Plan Committee determines unless the Participant exercises all Awards covered by a Statement able to be exercised by the Participant at that time.
- (b) Subject to the terms of this Plan, the exercise by a Participant of only part of the Awards held by the Participant does not affect the Participant's right to exercise at a later date the remaining Awards held by the Participant.
- (c) If a Participant submits a Notice of Exercise in respect of only part of the Awards covered by a Statement, the Company must issue a new Statement stating the remaining number of Awards held by the Participant.

8.7 Lapse of Award

An Award lapses, and all rights of a Participant in respect of that Award cease, on the earlier of:

- (a) the Last Exercise Date;
- (b) if the Award has not vested, when the Participant ceases to be employed by the Group for any reason (other than a Special Circumstance), unless the Plan Committee in its absolute discretion decides otherwise;
- (c) a determination by the Plan Committee that the Awards should lapse because the Participant, in the Plan Committee's opinion:
 - (i) has been dismissed or removed from office for a reason which entitles a body corporate in the Group to dismiss the Participant without notice;
 - (ii) has committed an act of fraud, defalcation or gross misconduct in relation to the affairs of that body corporate (whether or not charged with an offence); or
 - (iii) has done an act which brings the Group or any body corporate in the Group into disrepute;
- (d) a determination of the Plan Committee that the Awards or a portion of the Awards should lapse because the Performance Criteria attached to the Awards have not been met or have only partially been met; and
- (e) if the Award has vested, unless otherwise determined by the Plan Committee, the date which is three months after the date of termination of employment of the Participant with the Group (other than due to the occurrence of a Special Circumstance).

9. Issue of Shares

- 9.1 Subject to these Rules and the Listing Rules, on the exercise of an Award the Company must:
 - (a) procure the transfer of a Share; or
 - (b) issue and allot a Share.
- 9.2 Shares issued on the exercise of Awards 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.

10. Holding restrictions on Shares acquired

- 10.1 A Participant may not sell, transfer, grant a security interest over or otherwise dispose of or deal with a Share acquired on exercise of an Award until the earlier of:
- (a) the date which is 12 months after the date of acquisition of the Shares;
 - (b) the date on which the Participant ceases to be employed by all Group companies.
- 10.2 The Company may implement any procedure it considers appropriate to restrict the Participant from dealing with the shares while the restriction under Rule 10.1 applies.
- 10.3 For the purposes of Rule 10.2, each Participant agrees that the relevant shares will be subject to a Holding Lock and undertakes not to request removal of the Holding Lock.
- 10.4 A Participant may make an application in writing to the Plan Committee for relief from the application of a Holding Lock. The Plan Committee may consider any applications in its absolute discretion without any obligation to provide reasons for its decision on an application.
- 10.5 If, during the period in which any disposition of the Shares is subject to restrictions under Rule 10.1, the Board are of the opinion that the Participant has acted fraudulently or dishonestly in the conduct of his or her duties as an Employee, or if any of the events in Rule 8.7(b) have occurred, then the Board may declare that any or all of the Participant's Shares acquired on exercise of an Award are forfeited. In that event, the Participant is taken to have agreed to sell his or her shares to the Company under an employee share scheme buy-back (as defined in the *Corporations Act 2001* (Cth)) for no consideration or, at the Company's election, to have appointed any officer of the Company as his or her agent and attorney to sell those shares on the ASX and to pay the proceeds of the sale to the Company.
- 10.6 If a Participant had ceased employment with the Group at the time the Shares were acquired under an exercise of Awards, the restrictions in Rules 7.1 to 7.4 do not apply.

11. Share issues, reorganisations of capital and winding up

11.1 New issues

- (a) Participants are not entitled to participate in any new issue to existing shareholders of securities in the Company unless:
 - (i) they have become entitled to exercise their Awards 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 Listing Rules, 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 shareholders of the Company (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 Award before the record date for determining entitlements to the bonus issue, then the number of underlying Shares over which the Award is exercisable is increased by the number of Shares which the Participant would have received if the Participant had exercised the Award 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 shareholders of the Company (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 Award before the record date for determining entitlements to the issue, the Exercise Price of the Award (if any) is reduced in accordance with the Listing Rules.

11.4 Reorganisation of capital

If there is a reorganisation of capital of the Company (whether before or during the Exercise Period) then the rights of a Participant (including the number of Awards to which each Participant is entitled and the Exercise Price) is changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation.

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 satisfaction of the Performance Criteria, the Participants may, during the period referred to in the notice, exercise their Award if the Last Exercise Date for the Award has not expired.

11.6 Fractions of Shares

For the purposes of this Rule 11, if Awards 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 Awards held by the Participant or to the number of Shares which the Participant is entitled to subscribe for on exercise of an Award.

12. Maximum Number of Awards

12.1 Restrictions on number of Awards under the Plan

The Company will take reasonable steps to ensure that:

- (a) Shares issued under this or any other employee incentive plan of the Company during the previous five years; aggregated with

- (b) Unissued Shares which would be issued if each outstanding offer under an employee incentive scheme was accepted or exercised, Will not exceed 5% of the issued Shares of the Company, excluding an option acquired, or share issued by way of or as a result of:
 - (i) An offer to a person situated at the time of receipt of the offer outside this jurisdiction, or

- (ii) An offer that is an excluded offer or invitation within the meaning of the Corporations Law as in force before the commencement of Schedule 1 to the *Corporate Law Economic Reform Program Act 1999*, or
- (iii) An offer that did not need disclosure to investors under s708 of the *Corporations Act 2001*, or
- (iv) An offer that did not require the giving of a Product Disclosure Statement because of s1012D, or
- (v) An offer made under a disclosure document or Product Disclosure Statement.

12.2 Maximum participation

Awards must not be offered, allocated, issued or transferred to an Eligible Employee under this Plan, if immediately following the exercise of the Awards the subject of such an Invitation the Eligible Employee would hold a legal or beneficial interest in more than 5% of the Shares on issue at that time.

12.3 Maximum control

Awards must not be offered, allocated, issued or transferred to an Eligible Employee under this Plan if, immediately following the exercise of the Awards the subject of such an Invitation, the Eligible Employee would be in a position to cast or control the casting of more than 5% of the maximum number of votes that might be cast at a general meeting of the Company.

13. Quotation of Shares

13.1 No Quotation of Awards

The Company will not seek official quotation of any Awards.

13.2 Quotation of Shares

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

14. Compliance with laws

Notwithstanding any other Rule, no Award may be offered or issued to, or exercised by, an Eligible Employee or Participant if to do so would contravene an Applicable Law.

15. Administration

15.1 Administration of the Plan

The Plan will be administered by the Plan Committee who will have power to:

- (a) determine appropriate procedures for administration of the Plan consistent with these Rules;
- (b) resolve conclusively all questions of fact or interpretation in connection with the Plan;
- (c) 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;
- (d) 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 Awards at that time; and

(e) amend, add to or waive the terms and conditions of the Plan.

15.2 Consent of Participants

The Board must not make an amendment under Rule 15.1 which would adversely affect the rights of Participants who have been issued Awards under the Plan without first obtaining the consent of Participants who collectively hold 75% of the Awards affected by the amendment.

15.3 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.

15.4 Waiver

A waiver of a breach or provision of these Rules must be in writing and signed by a duly authorised officer of the Company. A breach is not waived by failure or delay in exercising any rights arising under this Plan.

15.5 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.

15.6 Determinations

Where these Rules provide for a determination, decision, approval or opinion of the Plan Committee or Board, that determination, decision, approval or opinion may be made or given by the Plan Committee or Board (as applicable) in its absolute discretion.

15.7 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.

15.8 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 Awards or another dealing by a Participant with the Options, Performance Rights or Shares.

16. Rights of Participants

16.1 These Rules:

- (a) do not confer on an Employee the right to receive an Invitation;
- (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 Subsidiary 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 Subsidiary in respect of that termination.

- 16.2 The rights and obligations of an Employee under the terms of his or her employment with the Company or a subsidiary are not affected by his or her participation in the Plan.
- 16.3 These rules do not form part of, and will not be incorporated into, any contract of engagement or employment between an Employee and the Group.
- 16.4 No Employee has any right to compensation or damages as a result of the termination of his or her employment for any reason, so far as those rights arise or may arise from the employee ceasing to have rights under the Plan as a result of the Termination.

17. Voting at general meetings

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

18. Notices

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

19. Governing law

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

20. Advice

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