

APPENDIX A

IMPACT OF EVENTS IF EMPLOYMENT ENDS OR THERE IS A CHANGE IN CONTROL

Event	(a) When does the Participant have to repay the Loan?	(b) When can the Company sell a Participant's shares?
<p>(1) If a Participant's employment ends because of any of the following, then this row (1) applies.</p> <ul style="list-style-type: none"> • The Participant's death. • The Participant's disability. • The Participant's bona fide redundancy. • Any other reason approved by the Board for this purpose. 	<p>The Participant or their agent or attorney must repay the Loan within 6 months of the Participant's bona fide redundancy, disability or death or such other period as the Board agrees.</p> <p>Note: The invitation document may impose repayment windows that set a period in which Participants can repay their Loan. These windows may apply to any period – including the period specified in this column.</p>	<p>(i) If the Participant does not repay the Loan within the period specified in column (a), and the value of the Shares is equal to or exceeds the value of the Loan, then the Participant appoints the Company as his or her attorney. Then, after the end of the period in column (a), the Company will sell, transfer or realise the Participant's Shares. The proceeds will be used in the following order.</p> <ol style="list-style-type: none"> 1. To satisfy any costs incurred by the Company in selling the Shares. 2. To repay the Loan on behalf of the Participant. 3. To pay any remaining proceeds to the Participant unless the Board decides otherwise. <p>(ii) If the Participant does not repay the Loan within the period specified in column (a), and the value of the Shares is less than the value of the Loan, then the Participant is deemed to have forfeited his or her Shares to the Company's nominee. The Company (or any third party who provided the Loan) will not have any further recourse against the Participant.</p>
<p>(2) This row (2) applies if a Participant's employment ends because the Board is of the opinion that either of the following has occurred.</p> <p>(a) The Participant has acted fraudulently or dishonestly.</p> <p>(b) The Participant has breached his or her legal duties to any Group Company.</p>	<p>The Participant is not entitled to repay the Loan.</p> <p>Column (b) will apply to any Shares held by the Participant.</p>	<p>(i) If the value of the Shares is equal to or exceeds the value of the Loan, the Participant appoints the Company as his or her attorney. The Company will sell, transfer or realise the Participant's Shares. The proceeds will be used in the following order.</p> <ol style="list-style-type: none"> 1. To satisfy any costs incurred by the Company in selling the Shares. 2. To repay the Loan on behalf of the Participant. <p>Any remaining proceeds will be paid to the Company, unless the Board decides otherwise. The Participant has no interest in, or entitlement to, any remaining proceeds.</p> <p>(ii) If the value of the Shares is less than the value of the Loan, then the Participant is deemed to have forfeited his or her Shares to the</p>

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		Company's nominee. The Company (or any third party who provided the Loan) will not have any further recourse against the Participant.
<p>(3) If a Participant's employment ends for any reason other than those covered in rows (1) or (2) (eg. due to their resignation), then this row (3) applies.</p> <p>Note: A Participant's employment will be treated as having ended if the Group Company of which the Participant is an employee, ceases to be a Group Company for the purposes of the Rules.</p>	<p>The Participant must repay the Loan within 90 days of the date the Participant's employment ends, or such other period as the Board agrees.</p> <p>Note: The invitation document may impose repayment windows that set a period in which Participants can repay their Loan. These windows may apply to any period – including the period specified in this column.</p>	<p>(i) If the Participant does not repay the Loan within the period specified in column (a), and the value of the Shares is equal to or exceeds the value of the Loan, then the Participant appoints the Company as his or her attorney. Then, after the end of the period in column (a), the Company will sell, transfer or realise the Participant's Shares. The proceeds will be used in the following order.</p> <ol style="list-style-type: none"> 1. To satisfy any costs incurred by the Company in selling the Shares. 2. To repay the Loan on behalf of the Participant. 3. To pay any remaining proceeds to the Participant unless the Board decides otherwise. <p>(ii) If the Participant does not repay the Loan within the period specified in column (a), and the value of the Shares is less than the value of the Loan, then the Participant is deemed to have forfeited his or her Shares to the Company's nominee. The Company (or any third party who provided the Loan) will not have any further recourse against the Participant.</p>
<p>(4) This row (4) applies in the event of a Change in Control or Winding Up.</p> <p>Each of the following events is a "Change of Control".</p> <p>(a) A Takeover Bid is made.</p> <p>(b) The Board recommends that a Takeover Bid be accepted.</p> <p>(c) A Takeover Bid is declared to be unconditional.</p> <p>(d) A Court orders a meeting to be held in relation to a proposed compromise or</p>	<p>(i) The Company will write to the Participant telling them that a Change of Control or a Winding Up has occurred or been proposed and when they must repay the Loan.</p> <p>(ii) The Loan must be repaid within the period of time decided by the Board, and notified to the Participant.</p> <p>Note: The invitation document may impose repayment windows that set a period in which Participants can repay their Loan. These windows may apply to any period – including the period specified in this column.</p>	<p>(i) If the Participant does not repay the Loan within the period specified in column (a), and the value of the Shares is equal to or exceeds the value of the Loan, then the Participant appoints the Company as his or her attorney. Then, after the end of the period in column (a), the Company will sell, transfer or realise the Participant's Shares. The proceeds will be used in the following order.</p> <ol style="list-style-type: none"> 1. To satisfy any costs incurred by the Company in selling the Shares. 2. To repay the Loan on behalf of the Participant. 3. To pay any remaining proceeds to the Participant unless the Board decides otherwise. <p>(ii) If the Participant does not repay the Loan within the period</p>

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<p>arrangement for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other company or companies.</p> <p>(e) Any person becomes bound, or entitled, to acquire shares in the Company under section 414 of the Corporations Act (on a plan of arrangement being approved).</p> <p>Each of the following events is a "Winding Up".</p> <p>(a) The Company passes a resolution for voluntary winding up.</p> <p>(b) An order is made for the compulsory winding up of the Company</p>		<p>specified in column (a), and the value of the Shares is less than the value of the Loan, then the Participant is deemed to have forfeited his or her Shares to the Company's nominee. The Company (or any third party who provided the Loan) will not have any further recourse against the Participant.</p>