

**APPENDIX**

**EVENTS IMPACTING ON OPTIONS, PERFORMANCE RIGHTS AND SHARES**

Event	1. Options or Performance Rights have not vested	2. Options or Exercisable Performance Rights have vested, but have not been exercised	3. Shares subject to Dealing restrictions
<b>Participant's employment ends</b>			
<p>(1) If the Participant's employment ends because of any of the following, then this row (1) applies.</p> <ul style="list-style-type: none"> <li>• The Participant's death.</li> <li>• The Participant's disability.</li> <li>• The Participant's bona fide redundancy.</li> <li>• Any other reason approved by the Board for this purpose.</li> </ul>	<p>If the Participant continues to satisfy any conditions the Board sets at the time the Options or Performance Rights were granted, then the Board may decide to vest some or all of the Options or Performance Rights. When the Board does this, it may impose conditions.</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>• The Board may decide to test the satisfaction of the Performance Conditions at the end of the normal performance period. If the Performance Conditions are met, the Board may decide that all the Performance Rights and Options vest, even though the Participant's employment ended part way through the normal performance period.</li> <li>• The Board may decide to test the satisfaction of the Performance Conditions at the time the Participant's employment ends, and to vest, on a pro rata basis, an appropriate number of the Participant's Performance Rights and Options.</li> </ul>	<p>The Participant may exercise the Options or Exercisable Performance Rights within 12 months after the date the Participant stops being an employee. (The Board may change the length of this period in a specific case.)</p> <p>Note: The invitation document may impose exercise windows on any period (including the period specified in this column) in which Participants can exercise their vested Options or Exercisable Performance Rights.</p> <p>If the Participant does not exercise the Options or Exercisable Performance Rights in the 12 month period, then the Options or Exercisable Performance Rights will automatically lapse.</p>	<p>No impact (other than any relief from the Dealing restriction allowed under the invitation document).</p>

Event	1. Options or Performance Rights have not vested	2. Options or Exercisable Performance Rights have vested, but have not been exercised	3. Shares subject to Dealing restrictions
<i>Participant's employment ends continued</i>			
<i>(1) cont</i>	<p>The Board will give the Participant written notice of its decision.</p> <p>Note: If the Board decides to test the satisfaction of the Performance Conditions at the end of the normal performance period, the Board will give notice at the time of that decision and also at the time of the later decision about how many Instruments vest after testing.</p> <p>However, all the Participant's Options and Performance Rights will lapse unless within 3 months after the Participant's employment ends, the Board has decided those Instruments vest. The Board may change the length of that 3 month period in a specific case by giving the Participant written notice of the change.</p> <p>If any Options or Exercisable Performance Rights vest under this rule, then the Participant has the following periods in which to exercise those Options or Exercisable Performance Rights.</p>		

Event	1. Options or Performance Rights have not vested	2. Options or Exercisable Performance Rights have vested, but have not been exercised	3. Shares subject to Dealing restrictions
<i>Participant's employment ends continued</i>			
<i>(1) cont</i>	<ul style="list-style-type: none"> <li>• 6 months from the date the Participant stops being an employee.</li> <li>• If the Board decides to test the satisfaction of the Performance Conditions at the end of the normal performance period, the period set by the Board in its written notice to the Participant that the relevant Options or Exercisable Performance Rights have vested.</li> </ul>		

Event	1. Options or Performance Rights have not vested	2. Options or Exercisable Performance Rights have vested, but have not been exercised	3. Shares subject to Dealing restrictions
<i>Participant's employment ends continued</i>			
<i>(1) cont</i>	(The Board may change the length of any of these periods in a specific case.) If the Participant does not exercise the Options or Exercisable Performance Rights in this period, then those Options or Exercisable Performance Rights will automatically lapse.		
(2) If the Participant's employment ends for any reason not covered in rows (1) or (4), then this row (2) applies.	The Options and Performance Rights will automatically lapse.	<p>The Participant must exercise the Options or Exercisable Performance Rights within 60 days after the date the Participant stops being an employee, or else the Options or Exercisable Performance Rights will lapse. (The Board may change the length of this period in a specific case.)</p> <p>Note: The invitation document may impose exercise windows on any period (including the period specified in this column) in which Participants can exercise their vested Options or Exercisable Performance Rights.</p> <p>Note: If the Participant exercises their Options or Exercisable Performance Rights within the specified period, their Shares will remain subject to any Dealing restriction under the invitation document, unless they are granted relief.</p>	No impact (other than any relief from the Dealing restriction allowed under the invitation document).

Event	1. Options or Performance Rights have not vested	2. Options or Exercisable Performance Rights have vested, but have not been exercised	3. Shares subject to Dealing restrictions
<b>Participant does not satisfy grant conditions</b>			
(3) If the Participant does not continue to satisfy fully all the conditions imposed by the Board at the time the Options or Performance Rights were granted, then this row (3) applies.	The Options and Performance Rights will automatically lapse.	The Participant must exercise the Options or Exercisable Performance Rights within 60 days after the date the Participant stops satisfying all the conditions fully or else the Options or Exercisable Performance Rights will lapse. (The Board may change the length of this period in a specific case.)  Note: The invitation document may impose exercise windows on any period (including the period specified in this column) in which Participants can exercise their vested Options or Exercisable Performance Rights.	No impact (other than any relief from the Dealing restriction allowed under the invitation document).
<b>Participant involved in fraud, dishonesty, or a breach of legal duties</b>			
(4) This row (4) applies if the Board is of the opinion that either of the following has occurred.  (a) The Participant has acted fraudulently or dishonestly.  (b) The Participant has breached his or her legal duties to any Group Company.	The Board may decide that the Options or Performance Rights (or both) lapse.	The Board may decide that the Options or Exercisable Performance Rights (or both) lapse.	(a) If the Trustee holds Shares on behalf of the Participant, then the Board may decide that the Shares are forfeited and the Trustee will hold the Shares in general trust property under the terms of the Trust Deed.  If the price the Participant paid to exercise the Options is lower than the price of the Shares decided by the Board at the time they are forfeited then the Company will pay the exercise price back

Event	1. Options or Performance Rights have not vested	2. Options or Exercisable Performance Rights have vested, but have not been exercised	3. Shares subject to Dealing restrictions
<i>Participant involved in fraud, dishonesty, or a breach of legal duties continued</i>			
<p>If the Participant has received Shares under this Plan, (even Shares that are free of a Dealing restriction) the Board may do any of the following in addition to the consequences identified in the following columns.</p> <p>(i) If the Participant still holds the Shares, the Board may decide that the Shares are forfeited. In that case, the Participant is treated as having agreed to sell the Shares to the Company:</p> <ul style="list-style-type: none"> <li>• under an Employee Share Buy-Back (as defined in the Corporations Act);</li> <li>• by appointing any officer of the Company as agent to sell the Shares; and</li> </ul>			<p>to the Participant.</p> <p>(b) The Board may decide any other treatment to make sure the Participant does not obtain any unfair benefit as a result of the fraud, dishonesty or breach of obligations.</p>

Event	1. Options or Performance Rights have not vested	2. Options or Exercisable Performance Rights have vested, but have not been exercised	3. Shares subject to Dealing restrictions
<i>Participant involved in fraud, dishonesty, or a breach of legal duties continued</i>			
<ul style="list-style-type: none"> <li>• for no consideration.</li> </ul> <p>All proceeds of sale of the Shares will belong to the Company, except if the Shares were acquired by the Participant following exercise of Options. If that exception applies, the Participant will receive the lower of the sale price of the Shares (net of sale costs) and the exercise price paid by the Participant for the Shares.</p> <p>(ii) If the Participant has sold the Shares, the Board may decide that the Participant is to pay to the Company any profit made by the Participant (taking into account the proceeds of the sale, the costs of sale and the price paid by the Participant to exercise the Options).</p>			

Event	1. Options or Performance Rights have not vested	2. Options or Exercisable Performance Rights have vested, but have not been exercised	3. Shares subject to Dealing restrictions
<b>Participant has benefited because of someone else's fraud, dishonesty, or breach of legal duties</b>			
<p>(5) If the Board is of the opinion that any of a Participant's Options or Performance Rights that have vested would not have vested but for another person's fraud, dishonesty or breach of legal duties to any Group Company then this row (5) applies.</p> <p>If the Participant has received Shares under this Plan (even Shares that are free of a Dealing restriction) the Board may do any of the following in addition to the consequences identified in the following columns.</p> <p>(i) If the Participant still holds the Shares, the Board may decide that the Shares are forfeited. In that case, the Participant is treated as</p>	<p>The event has no application.</p>	<p>The Board may decide any or all of the following.</p> <ul style="list-style-type: none"> <li>• Those Options or Exercisable Performance Rights have not vested.</li> <li>• To reset the Performance Conditions for those Options or Exercisable Performance Rights.</li> <li>• Any other treatment to make sure the Participant does not obtain any unfair benefit as a result of the fraud, dishonesty or breach of obligations.</li> </ul>	<p>The same terms that apply in row (4) column (3) apply in this situation. Also, the Board may reissue any number of Options or Performance Rights to the Participant on any Performance Conditions the Board thinks fit.</p>

Event	1. Options or Performance Rights have not vested	2. Options or Exercisable Performance Rights have vested, but have not been exercised	3. Shares subject to Dealing restrictions
<i>Participant has benefited because of someone else's fraud, dishonesty, or breach of legal duties continued</i>			
<p>having agreed to sell the Shares to the Company:</p> <ul style="list-style-type: none"> <li>• under an Employee Share Buy-Back (as defined in the Corporations Act);</li> <li>• by appointing any officer of the Company as agent to sell the Shares; and</li> <li>• for no consideration.</li> </ul> <p>All proceeds of sale of the Shares will belong to the Company, except if the Shares were acquired by the Participant following exercise of Options. If that exception applies, the Participant will receive the lower of the sale price of the Shares (net of sale costs) and the exercise price paid by</p>			

Event	1. Options or Performance Rights have not vested	2. Options or Exercisable Performance Rights have vested, but have not been exercised	3. Shares subject to Dealing restrictions
<i>Participant has benefited because of someone else's fraud, dishonesty, or breach of legal duties continued</i>			
<p>the Participant for the Shares.</p> <p>(ii) If the Participant has sold the Shares, the Board may decide that the Participant is to pay to the Company any profit made by the Participant (taking into account the proceeds of the sale, the costs of sale and the price paid by the Participant to exercise the Options).</p>			
<b>Takeover, scheme of arrangement, winding up</b>			
<p>(6) This row (6) applies in each of the following cases.</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><i>cont</i></p>	<p>The Board may decide that all, or a specified number, of a Participant's Options or Performance Rights vest. If at the relevant time the Company is bound to grant any Options or Performance Rights not yet granted, the Board may also decide to grant and immediately vest them.</p> <p>The Board will make this decision having regard to whether the Company's pro rata performance (over the period from the date Options or Performance Rights were granted until the date of the Takeover Bid) is in line with the Performance Condition.</p>	<p>The Board will give a Participant written notice of the number of days the Participant has in which to exercise the following.</p> <ul style="list-style-type: none"> <li>• Any Options or Exercisable Performance Rights that the Board has decided will vest.</li> <li>• Any Options or Exercisable Performance Rights that have vested but that the Participant has not exercised.</li> </ul> <p>The notice must also state whether or not the Options or Exercisable Performance Rights will lapse at the end of that period if</p>	<p>No impact (other than any relief from the Dealing restriction allowed under the invitation document).</p>

Event	1. Options or Performance Rights have not vested	2. Options or Exercisable Performance Rights have vested, but have not been exercised	3. Shares subject to Dealing restrictions
<i>Takeover, scheme of arrangement, winding up continued</i>			
(6) cont	<p>If a Takeover Bid is declared unconditional, a Participant's Options and Performance Rights will lapse in either of the following circumstances.</p> <ul style="list-style-type: none"> <li>• If the Board decides that they do not vest.</li> <li>• If the Board does not make a decision on whether they vest within 7 days of the Takeover Bid being declared unconditional.</li> </ul> <p>However, the Board may decide otherwise.</p> <p>If a company (Acquiring Company) obtains Control of the Company as a result of a Takeover Bid, then an Option or a Performance Right may be satisfied if a Participant is provided with shares in the Acquiring Company (instead of Shares in the Company). However, it will only be satisfied if the Company, the Acquiring Company and the Participant agree. Those Shares are to be provided to the Participant:</p>	<p>the Participant does not exercise them. If the Participant does not exercise those Options or Exercisable Performance Rights in that period and the notice states that they will lapse, then unless the Board decides otherwise, those Options or Exercisable Performance Rights will automatically lapse.</p> <p>Note: The invitation document may impose exercise windows on any period (including the period specified in this column) in which Participants can exercise their vested Options or Exercisable Performance Rights.</p> <p>If an Acquiring Company obtains Control of the Company as a result of a Takeover Bid, then an Option or an Exercisable Performance Right that has vested may be satisfied following exercise if a Participant is provided with shares in the Acquiring Company (instead of Shares in the Company). However, it will only be satisfied if the Company, the Acquiring Company and the Participant agree. Those Shares are to be provided to the Participant:</p>	

<b>Event</b>	<b>1. Options or Performance Rights have not vested</b>	<b>2. Options or Exercisable Performance Rights have vested, but have not been exercised</b>	<b>3. Shares subject to Dealing restrictions</b>
<i>Takeover, scheme of arrangement, winding up continued</i>			
<i>(7) cont</i>	<ul style="list-style-type: none"> <li>• on substantially the same terms and conditions as the Shares would have been provided; and</li> <li>• with appropriate adjustments to the number and kind of shares.</li> </ul> <p>If the Participant does not agree to receive shares in the Acquiring Company, the Board may decide that the Options or Performance Rights lapse.</p>	<ul style="list-style-type: none"> <li>• on substantially the same terms and conditions as the Shares would have been provided; and</li> <li>• with appropriate adjustments to the number and kind of shares.</li> </ul> <p>If the Participant does not agree to receive shares in the Acquiring Company or does not exercise the Options or Exercisable Performance Rights in the notice period set by the Board, the Board may decide that the Options or Exercisable Performance Rights lapse.</p>	

<b>Event</b>	<b>1. Options or Performance Rights have not vested</b>	<b>2. Options or Exercisable Performance Rights have vested, but have not been exercised</b>	<b>3. Shares subject to Dealing restrictions</b>
<i>Takeover, scheme of arrangement, winding up continued</i>			
<p>(7) This row (7) applies if the Board proposes or becomes aware of a proposal for any of the following.</p> <p>(a) A Court ordering a meeting to be held in relation to a proposed compromise or 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>(b) Any person becoming 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>The Board may decide the following.</p> <ul style="list-style-type: none"> <li>• That all, or a specified number, of a Participant's Options or Performance Rights vest.</li> <li>• To grant and immediately vest any Options or Performance Rights not yet granted where a contractual obligation to grant them exists at the relevant time.</li> </ul> <p>The Board will make the decision having regard to whether the Company's pro rata performance (over the period from the date Options or Performance Rights were granted until the date the Event noted in the 'Event' column of this row (7) occurs) is in line with the Performance Condition.</p>	<p>The Board will give a Participant written notice of the number of days the Participant has in which to exercise:</p> <ul style="list-style-type: none"> <li>• any Options or Exercisable Performance Rights that the Board has decided will vest; and</li> <li>• any Options or Exercisable Performance Rights that have vested but that the Participant has not exercised.</li> </ul> <p>The notice must also state whether or not the Options or Exercisable Performance Rights will lapse at the end of that period if the Participant does not exercise them.</p>	<p>No impact (other than any relief from the Dealing restriction allowed under the invitation document).</p>

Event	1. Options or Performance Rights have not vested	2. Options or Exercisable Performance Rights have vested, but have not been exercised	3. Shares subject to Dealing restrictions
<i>Takeover, scheme of arrangement, winding up continued</i>			
<p>(c) The Company passing a resolution for voluntary winding up.</p> <p>(d) An order for the compulsory winding up of the Company.</p>	<p>If the Board decides that some Options or Performance Rights do not vest, then they lapse unless the Board decides otherwise.</p> <p>If a company (Acquiring Company) will obtain Control of the Company as a result of Event (a) or (b) in this row (7), then an Option or a Performance Right may be satisfied if a Participant is provided with shares in the Acquiring Company (instead of Shares in the Company). However, it will only be satisfied if the Company, the Acquiring Company and the Participant agree. Those Shares are to be provided to the Participant:</p> <ul style="list-style-type: none"> <li>• on substantially the same terms and conditions as the Shares would have been provided; and</li> <li>• with appropriate adjustments to the number and kind of shares.</li> </ul> <p>If the Participant does not agree to receive shares in the Acquiring Company, the Board may decide that the Options or Performance Rights lapse.</p>	<p>If the Participant does not exercise those Options or Exercisable Performance Rights in that period, and the notice states that they will lapse, then unless the Board determines otherwise, those Options or Exercisable Performance Rights will automatically lapse.</p> <p>Note: The invitation document may impose exercise windows on any period (including the period specified in this column) in which Participants can exercise their vested Options or Exercisable Performance Rights.</p> <p>If an Acquiring Company will obtain Control of the Company as a result of Event (a) or (b) in this row (7), then an Option or an Exercisable Performance Right that has vested may be satisfied after it is exercised if a Participant is provided with shares in the Acquiring Company (instead of Shares in the Company). However, it will only be satisfied if the Company, the Acquiring Company and the Participant agree. Those Shares are to be provided to the Participant:</p>	

Event	1. Options or Performance Rights have not vested	2. Options or Exercisable Performance Rights have vested, but have not been exercised	3. Shares subject to Dealing restrictions
<i>Takeover, scheme of arrangement, winding up continued</i>			
		<ul style="list-style-type: none"> <li>• on substantially the same terms and conditions as the Shares would have been provided; and</li> <li>• with appropriate adjustments to the number and kind of shares.</li> </ul> <p>If the Participant does not agree to receive shares in the Acquiring Company, the Board may decide that the Options or Exercisable Performance Rights lapse.</p>	

Event	1. Options or Performance Rights have not vested	2. Options or Exercisable Performance Rights have vested, but have not been exercised	3. Shares subject to Dealing restrictions
<b>Bonus issues, rights issues and reconstructions</b>			
<p>(8) This row (8) applies if any of the following occur.</p> <p>(a) Shares are issued pro rata to the Company's shareholders generally, by way of bonus issue involving capitalisation of reserves or distributable profits (but not in the case of an issue in lieu of dividends or by way of dividend reinvestment).</p> <p>(b) Shares are offered pro rata for subscription by the Company's shareholders generally, by way of a rights issue.</p> <p>(c) Any reorganisation (including consolidation, subdivision, reduction or return) of the issued capital of the Company is effected.</p>	<p>The Board may decide how to treat the Participant's Options or Performance Rights to make sure the Participant is neither advantaged nor disadvantaged as a result of the action described in the 'Events' column.</p> <p>If the Board grants any additional Options or Performance Rights, then they are to be granted on the same terms and conditions as the original grant.</p>	<p>No impact, unless the Board decides otherwise.</p> <p>Note: If the Company announces a bonus issue, rights issue or reconstruction, and the Participant does not exercise their Options or Exercisable Performance Rights before the record date, the Participant will not be eligible to participate in the bonus issue, rights issue or reconstruction. The Company will give Participants written notice of the record date.</p>	<p>No impact (other than any relief from the Dealing restriction allowed under the invitation document).</p>