



Redbubble Limited Equity Incentive Plan 2015

Plan Rules

29 September 2015

Redbubble Limited Equity Incentive Plan Rules

Contents

1. Definitions and Interpretation	3
1.1 Definitions	3
1.2 Interpretation	5
2. Offer to Participate in the Plan	5
2.1 Plan Offer	5
2.2 Provision of information with Plan Offer	6
2.3 Deferred taxation	6
3. Acceptance of Offer to Participate in the Plan	6
3.1 Plan Acceptance Form	6
3.2 Rejection of Plan Acceptance Form	7
4. Share Rights	7
4.1 Grant of Share Rights	7
4.2 Entitlement of Share Rights	7
5. Exercise of Share Rights	7
6. Allocation of Shares	8
6.1 Issue or transfer of Shares	8
6.2 Registration of Shares	8
6.3 Non-satisfaction of Performance Criteria	8
6.4 Ranking of Shares	8
6.5 Quotation on ASX	8
7. Cessation of Employment	9
7.1 Uncontrollable Event	9
7.2 Other termination events	9
7.3 Abridgement of Exercise Period	9
8. Additional Circumstances Resulting in Lapse of Share Rights	10
8.1 Prohibited conduct	10
8.2 Lapse of unexercised Share Rights	10
9. Change of Control	10
10. Re-organisation of Capital	11
11. Share Trading Policy	11
12. Contracts of Employment and Other Employment Rights	12
12.1 Rules not part of employment contract	12
12.2 Rights of Participants	12
13. Attorney	12
14. Commencement, Suspension and Termination of the Plan	12
14.1 Plan commencement	12
14.2 Suspension or termination of the Plan	13
15. Administration of the Plan	13
15.1 Powers of the Board	13
15.2 Use of trust	13

Redbubble Limited Equity Incentive Plan Rules

16. Amendment	13
16.1 General	13
16.2 Limitation on amendments	13
16.3 Error correction	14
17. Overriding Restriction	14
18. Plan Costs	14
18.1 Acquisition and administration costs	14
18.2 Taxes	14
19. Waiver	15
20. Severance	15
21. Notices	15
22. Governing Law	15

1. Definitions and Interpretation

1.1 Definitions

In these Rules, unless the context otherwise requires:

allocate means the transfer or issue of Shares to a Participant under the Plan in respect of Share Rights after satisfaction or waiver of applicable Performance Criteria and exercise of the Share Rights (if applicable), and **allocated** and **allocation** each has a corresponding meaning.

ASX means ASX Limited (ABN 98 008 624 691) or, as the case requires, the financial market known as 'ASX' operated by it.

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

Business Day means any day other than a Saturday, Sunday or other day on which commercial banking institutions in Melbourne are authorised or required by law to be closed.

Change of Control Event means the occurrence of any of the following:

- (a) any person, either alone or together with any associate (as defined in the Corporations Act), acquires a relevant interest (as defined in the Corporations Act) in more than fifty percent (50%) of the issued Shares in the Company as a result of a takeover bid;
- (b) any person, either alone or together with any associate (as defined in the Corporations Act), acquires a relevant interest (as defined in the Corporations Act) in more than fifty percent (50%) of the issued Shares in the Company through a scheme of arrangement; or
- (c) any other similar event (including a merger of the Company with another company) which the Board determines, in its absolute discretion, to be a Change of Control Event.

Company means Redbubble Limited (ABN 11 119 200 592).

Constitution means the constitution of the Company as defined under the Corporations Act.

Contractor means, at any particular time, an individual who is, or might reasonably be expected to be, engaged by a Group Company to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with the Group Company.

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

Eligible Employee means an Employee whom the Board determines is to receive a Plan Offer.

Employee means any person who is:

- (a) in full-time or permanent part-time employment of a Group Company;
- (b) a non-executive director of the Company; or
- (c) a Contractor.

Exercisable Share Right means a Share Right which is identified in the relevant Plan Offer as being capable of being exercised upon becoming a Vested Share Right, and includes an Option.

Exercise Period means, in relation to a Share Right, the period beginning on the day on which the Share Right becomes a Vested Share Right and ending on the Last Exercise Date in relation to that Share Right (or such earlier date as determined by the Board in accordance with Rule 9(a)(ii)).

Exercise Price means, in relation to a Share Right, the amount that the relevant Participant must pay to the Company in order to validly exercise the Share Right.

Group means the Company and its Related Bodies Corporate.

Group Company means a member of the Group.

Last Exercise Date, in relation to a Share Right, means the latest date on which a Share Right may be exercised if the Share Right becomes a Vested Share Right, as set out in the relevant Plan Offer or, if applicable, as determined by the Board pursuant to Rule 7.3.

Listing Rules means the official listing rules of ASX.

Market Value means, in respect of a Share on any particular date, the value of that Share as determined by the Board.

Notice of Exercise has the meaning given in Rule 5(b)(i).

Option means a Share Right in respect of which an Exercise Price applies.

Participant means:

- (a) an Eligible Employee who becomes a Participant in the Plan under Rule 4.1(b); or
- (b) the legal personal representative of any person referred to in paragraph (a) duly appointed on the death or legal incapacity of that person.

Performance Criteria means the performance criteria prescribed by the Board in accordance with Rule 2.1(c).

Permanent Disablement means serious injury, disability or illness which prohibits continued employment (as determined by the Board).

Plan means the Equity Incentive Plan established and operated in accordance with these Rules.

Plan Acceptance Date has the meaning given in Rule 2.2(a)(v).

Plan Acceptance Form means the form that the Board determines from time to time is to be submitted by an Eligible Employee to accept an offer to participate in the Plan in response to a Plan Offer.

Plan Offer means an offer to participate in the Plan made in accordance with Rule 2.1.

Related Body Corporate has the meaning given in section 9 of the Corporations Act.

Retirement means voluntary resignation where the Board is of the view that the Participant is unlikely to re-enter the workforce on a full-time basis.

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.

Share means a fully paid ordinary share in the capital of the Company.

Share Right means the right to be allocated a Share, subject to the terms of the Plan.

Uncontrollable Event means death, Permanent Disablement, Retirement, retrenchment, or such other circumstances which result in a Participant leaving the employment of the Group and which the Board determines is an Uncontrollable Event.

Unvested Share Right means a Share Right in respect of which:

- (a) the Board has not yet determined that the applicable Performance Criteria have been satisfied; and
- (b) the applicable Performance Criteria have not been waived.

Vested Share Right means a Share Right which is not an Unvested Share Right.

1.2 Interpretation

In these Rules, the following rules apply unless the context requires otherwise:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) a reference to a Rule or paragraph is a reference to a Rule or paragraph of these Rules, as amended from time to time;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to a statute, other law or the Listing Rules includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of it;
- (f) a reference to the Constitution, the Plan or an agreement or document is to the Constitution, Plan, agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by the Plan or that other agreement or document;
- (g) a reference to an act includes an omission and a reference to doing an act includes executing a document;
- (h) headings are for convenience and do not affect the interpretation of these Rules; and
- (i) where the time for doing any act, matter or thing under these Rules falls on a day which is not a Business Day, it shall be done on the next succeeding Business Day.

2. Offer to Participate in the Plan

2.1 Plan Offer

- (a) In its absolute discretion and subject to these Rules, the Board may from time to time issue, or cause to be issued, Plan Offers on behalf of the Company to Eligible Employees.
- (b) A Plan Offer issued to an Eligible Employee under Rule 2.1(a) may be subject to such restrictions and conditions as the Board determines in its absolute discretion, but such restrictions and conditions must be in accordance with any applicable requirements of the Listing Rules and the Corporations Act.
- (c) The Board may, in its absolute discretion, prescribe one or more of the following in relation to particular Share Rights the subject of a Plan Offer:
 - (i) performance criteria (which may include a condition that the relevant Participant remains an Employee for a specified period) that must be satisfied as a condition for all or any of the Shares the subject of the Share Rights to be allocated;

- (ii) that particular Share Rights must be exercised in order for the Shares the subject of the Share Rights to be allocated and the period during which those Share Rights may be exercised; and
 - (iii) an Exercise Price.
- (d) The Board may amend a Plan Offer at any time prior to the Plan Acceptance Date referable to that Plan Offer.

2.2 Provision of information with Plan Offer

- (a) A Plan Offer must include the following information:
- (i) the number of Share Rights to which the Plan Offer relates or the formula by which the number is to be calculated;
 - (ii) the Performance Criteria (if any) applicable to the relevant Share Rights;
 - (iii) the Exercise Price (if any) applicable to the relevant Share Rights;
 - (iv) if applicable, the latest date on which a Share Right may be exercised if the Share Right becomes a Vested Share Right;
 - (v) the latest date on which a duly completed Plan Acceptance Form must be received by the Company in respect of the Plan Offer (***Plan Acceptance Date***); and
 - (vi) any other information or documents that the Corporations Act, Listing Rules or other applicable laws require the Company to give to the Eligible Employee.
- (b) A Plan Offer must be issued with a Plan Acceptance Form and such explanatory or other material in respect of the Plan as the Board considers appropriate, or as required by law.

2.3 Deferred taxation

Unless a Plan Offer expressly indicates otherwise, Subdivision 83A-C of the *Income Tax Assessment Act 1997* (Cth) (the ***ITAA***) applies to that Plan Offer (subject to the requirements of the ITAA).

3. Acceptance of Offer to Participate in the Plan

3.1 Plan Acceptance Form

- (a) An Eligible Employee may only accept a Plan Offer by returning a duly completed and signed Plan Acceptance Form on or before the relevant Plan Acceptance Date.
- (b) If, at the time of returning the duly completed Plan Acceptance Form in accordance with Rule 3.1(a) and at the Plan Acceptance Date, the Eligible Employee continues to be an Employee, the Eligible Employee:
- (i) accepts the Plan Offer and agrees to be bound by the terms of the Plan Offer, the Plan Acceptance Form and these Rules;
 - (ii) agrees to become a member of the Company and to be bound by the Constitution in the event that Shares are allocated to the Eligible Employee in accordance with the Plan Offer and these Rules; and

- (iii) consents to the collection, holding, processing and exchange of their personal data by the Group for any purpose related to the proper administration of the Plan.

3.2 Rejection of Plan Acceptance Form

- (a) Notwithstanding any other provision of this Plan, an Eligible Employee has no right to acquire Share Rights and no right in respect of Share Rights under the Plan until such Share Rights are granted by the Company in accordance with Rule 4.1.
- (b) If the Board determines to reject a Plan Acceptance Form, the Company shall provide notification to the relevant Eligible Employee that it has rejected that Eligible Employee's Plan Acceptance Form, and that Plan Acceptance Form (and the relevant Plan Offer) will become null and void and of no effect.

4. Share Rights

4.1 Grant of Share Rights

- (a) Subject to Rule 3.2, as soon as reasonably practicable following the receipt of a duly completed and signed Plan Acceptance Form, the Company will, provided the relevant Eligible Employee continues to be an Employee, grant to that Eligible Employee the number of Share Rights the subject of the Plan Acceptance Form.
- (b) An Eligible Employee becomes a Participant upon the Company granting Share Rights to that Eligible Employee in accordance with Rule 4.1(a).

4.2 Entitlement of Share Rights

- (a) Participation in the Plan does not give the Participant a legal or beneficial interest in a Share prior to its allocation to the Participant, nor any entitlement to a Share, otherwise than in accordance with the Plan Offer and these Rules.
- (b) Except in respect of the transmission of a Share Right to a Participant's legal representative upon death or legal incapacity, a Participant may not dispose of, or grant any Security Interest over, a Share Right.

5. Exercise of Share Rights

- (a) An Exercisable Share Right may only be exercised if it:
 - (i) is a Vested Share Right; and
 - (ii) has not lapsed under Rule 8 (or another provision of this Plan).
- (b) The exercise of an Exercisable Share Right by a Participant may only be effected by:
 - (i) lodging a duly completed notice of exercise in such form and manner as the Board may prescribe or accept from time to time (**Notice of Exercise**) with the Company during the Exercise Period in relation to the Share Right; and
 - (ii) where the Exercisable Share Right is an Option, paying to the Company the applicable Exercise Price in such manner as the Board may prescribe or accept from time to time.

- (c) A Participant's Vested Share Rights may be exercised in whole or in part.

6. Allocation of Shares

6.1 Issue or transfer of Shares

If:

- (a) the Board determines that the Performance Criteria (if any) prescribed in a Plan Offer in respect of particular Share Rights have been satisfied or those Performance Criteria have been waived; and
- (b) where the relevant Share Rights are Exercisable Share Rights, the relevant Participant exercises those Share Rights in accordance with Rule 5,

the Company will, as soon as reasonably practicable thereafter, allocate to the relevant Participant the number of Shares to which the Participant is entitled in accordance with the Plan Offer, by one or a combination of the following:

- (c) issuing Shares to the Participant; or
- (d) procuring the transfer of Shares acquired on market to the Participant.

6.2 Registration of Shares

Shares required to be allocated to a Participant are to be registered in the name of that Participant.

6.3 Non-satisfaction of Performance Criteria

Subject to Rules 7.1 and 9, if the Performance Criteria prescribed in a Plan Offer in respect of Share Rights are not wholly satisfied, the Participant's rights in relation to those Share Rights will lapse except to the extent otherwise provided by the Plan Offer or unless the Board determines otherwise, and the Participant will be treated as having never held any right or interest in the lapsed Share Rights.

6.4 Ranking of Shares

Shares allocated under the Plan will rank equally with all other Shares on issue as at the time of allocation in all respects including voting rights and entitlement to participate in dividends and in future rights and bonus issues. A Participant may only participate in new issues of Shares or other securities to holders of Shares if Shares have been allocated to the Participant and registered in the name of the Participant in accordance with these Rules before the record date for determining entitlements to the issue.

6.5 Quotation on ASX

The Company must apply for quotation on the ASX of Shares issued in accordance with the Plan as soon as practicable after the issue of those Shares, so long as Shares are quoted on the ASX at that time.

7. Cessation of Employment

7.1 Uncontrollable Event

- (a) Where a Participant ceases to be an Employee as a result of an Uncontrollable Event, the Board may, in its discretion determine that one or more of the following applies:
- (i) some or all of the Participant's Unvested Share Rights continue to be subject to the Performance Criteria applying to those Share Rights and the terms of Rule 5 (subject to Rule 7.1(a)(iv));
 - (ii) the Performance Criteria applying to some or all of the Participant's Unvested Share Rights will be waived (subject to Rule 7.1(a)(iv));
 - (iii) some or all of the Participant's Unvested Share Rights will lapse, in which case the Participant will be treated as having never held any right or interest in those Share Rights; and
 - (iv) subject to Rule 7.1(b), where any of the Participant's Share Rights become Vested Share Rights and the Participant exercises those Share Rights in accordance with Rule 5 (if applicable), instead of allocating Shares to the Participant in accordance with Rule 6.1, the Company will make a cash payment to the Participant equivalent to the Market Value of the Shares that would otherwise be allocated to the Participant (as at the date that those Shares would be required to otherwise be so allocated), reduced by the sum of the aggregate Exercise Price in respect of any relevant Share Rights that are Options and the contribution (if any) that any Group Company is required to make to a complying superannuation fund in order to avoid having an individual superannuation guarantee shortfall in respect of the Participant in relation to the payment to be made under this Rule 7.1(a)(iv).
- (b) Rule 7.1(a)(iv) only applies in respect of particular Share Rights if provided for in the relevant Plan Offer.

7.2 Other termination events

Where a Participant ceases to be an Employee other than because of an Uncontrollable Event, all of the Participant's Unvested Share Rights will automatically lapse and the Participant will be treated as having never held any right or interest in those Share Rights.

7.3 Abridgement of Exercise Period

The Board may determine that any Exercisable Share Right continued to be held by a Participant following the date on which that Participant ceases to be an Employee and that is or becomes a Vested Share Right must be exercised by an earlier date than that provided for in the relevant Plan Offer.

8. Additional Circumstances Resulting in Lapse of Share Rights

8.1 Prohibited conduct

Where the Board determines that a Participant has:

- (a) committed any act of fraud or defalcation or gross misconduct in relation to the affairs of any Group Company;
- (b) hedged the value of, or entered into a derivative arrangement in respect of, Unvested Share Rights; or
- (c) purported to dispose of, or grant any Security Interest over, a Share Right other than in accordance with Rule 4.2(b),

any Share Rights which at the time of the Board determination are held by the Participant and in respect of which Shares have not yet been allocated to the Participant (including any Vested Share Rights) will lapse and the Participant will be treated as having never held any right or interest in those Share Rights, unless the Board determines otherwise.

8.2 Lapse of unexercised Share Rights

If a Vested Share Right that is an Exercisable Share Right is not exercised in accordance with Rule 5 by the Last Exercise Date in relation to the Vested Share Right, it will automatically lapse and the Participant will be treated as having never held any right or interest in that Vested Share Right.

9. Change of Control

- (a) If a Change of Control Event occurs, or the Board determines in its absolute discretion that a Change of Control Event is likely to occur, the Board:
 - (i) will determine in its absolute discretion appropriate treatment regarding any Unvested Share Rights, including:
 - (A) the extent to which relevant Performance Criteria will be waived;
 - (B) the extent to which, and the time at which, Unvested Share Rights are to be replaced by rights to shares of the new controlling company on substantially the same terms and subject to substantially the same conditions as the Unvested Share Rights with any appropriate amendments, including to defined terms and Performance Criteria; and
 - (C) the extent to which, and the time at which, Unvested Share Rights will lapse (with the relevant Participant being treated as having never held any right or interest in those Unvested Share Rights from the time of lapse); and
 - (ii) may determine that the Exercise Period in respect of Exercisable Share Rights be abridged to such period as it determines in its absolute discretion.
- (b) Upon any determination being made pursuant to this Rule 9, the Board must notify each affected Participant in writing, informing them of the determination.

10. Re-organisation of Capital

- (a) In the event of any re-organisation of the issued ordinary capital of the Company, the number of Share Rights, the number of Shares subject to the Share Rights, the Exercise Price in respect of Share Rights or any combination thereof will be reconstructed to the extent necessary to comply with, and in accordance with, the Listing Rules applying to a re-organisation of capital at the time of the reorganisation (as their application in the circumstances is affected by any waiver granted by ASX).
- (b) If the Company makes a bonus issue to holders of Shares (other than an issue in lieu of dividends or by way of dividend reinvestment pursuant to any shareholder election), the number of Shares that may be allocated to a Participant pursuant to Share Rights will include the number of bonus Shares that would have been allotted to the Participant if the Shares that were subject to the Share Rights prior to the application of this Rule in respect of that bonus issue had been allocated to the Participant before the record date for the bonus issue.
- (c) Subject to the Listing Rules and to Rules 10(a) and 10(b), the Board may, in its absolute discretion:
 - (i) adjust the number of Share Rights or the number of Shares subject to the Share Rights (or both) in relation to a Participant;
 - (ii) adjust the Exercise Price in respect of Share Rights of a Participant;
 - (iii) issue a further Plan Offer to a Participant in respect of additional Share Rights; or
 - (iv) determine that Shares will be allocated to a Participant in respect of some or all of their Unvested Share Rights and that their remaining Unvested Share Rights will wholly or partly lapse,if the Board determines it is appropriate having regard to:
 - (v) a variation in the equity share capital of the Company, including a capitalisation or rights issue, sub-division, consolidation or reduction of share capital;
 - (vi) a demerger (in whatever form);
 - (vii) a special dividend to be paid to holders of all issued Shares; or
 - (viii) any other event that the Board determines appropriate.
- (d) Upon any adjustment being made pursuant to this Rule 10 the Board must notify each affected Participant in writing, informing them of the adjustment.
- (e) If the making of any adjustment contemplated by this Rule 10 does not result in a whole number of Share Rights or Shares, the number shall be rounded down to the nearest whole number.

11. Share Trading Policy

For the avoidance of doubt, notwithstanding any other provision of these Rules, a Share allocated to a Participant under the Plan may not be disposed of by that Participant at any time when the Participant would be precluded from dealing in Shares pursuant to the Company's internal regulations for dealings in its securities, or otherwise as determined by the Board.

12. Contracts of Employment and Other Employment Rights

12.1 Rules not part of employment contract

- (a) The Plan does not form part of any contract of employment or services between any Eligible Employee and any Group Company.
- (b) The Plan may be terminated at any time at the discretion of the Board and no compensation under any employment or services contract will arise as a result.

12.2 Rights of Participants

Nothing in these Rules:

- (a) confers on any Eligible Employee or Participant the right to continue as an Employee;
- (b) confers on any Employee the right to become or remain an Eligible Employee or to participate in the Plan;
- (c) affects any rights which a Group Company may have to terminate the employment of an Eligible Employee or Participant;
- (d) may be used to increase damages in any action brought against any Group Company in respect of any such termination; or
- (e) confers any responsibility or liability on any Group Company or its directors, officers, employees, representatives or agents in respect of any tax liabilities of the Eligible Employees or Participants.

13. Attorney

Each Participant, in consideration of a grant of Share Rights, shall be deemed to irrevocably appoint the Company and any person nominated from time to time by the Board (each an **Attorney**), severally as the Participant's attorney to complete and execute any documents relating to Share Rights and Shares granted, allocated, issued or acquired pursuant to the Plan and to do all acts or things on behalf of and in the name of the Participant which may be convenient or necessary for the purpose of giving effect to the provisions of the terms and conditions of the Plan (including, without limitation, receiving a disclosure document in respect of, and accepting an offer for, an exchange of Unvested Share Rights for rights in another company as contemplated by Rule 9), and the Participant shall be deemed to covenant that the Participant shall ratify and confirm any act or thing done pursuant to this power and shall release the Company, the Board, each Group Company and each Attorney from any liability whatsoever arising from the exercise of the powers conferred by this Rule and shall indemnify and hold harmless the Company, the Board, each Group Company and the Attorney in respect thereof.

14. Commencement, Suspension and Termination of the Plan

14.1 Plan commencement

The Plan commences with effect from the date of adoption by the Board.

14.2 Suspension or termination of the Plan

- (a) Subject to the Corporations Act, the Listing Rules and any other applicable law, the Plan may be terminated at any time by resolution of the Board.
- (b) In the event of a suspension or termination, these Rules will continue to operate with respect to any Share Rights granted under the Plan prior to that suspension or termination, and any Share Rights to be granted under the Plan as a result of any duly completed Plan Acceptance Form which has been received by the Company prior to that suspension or termination.

15. Administration of the Plan

15.1 Powers of the Board

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

- (a) determine appropriate procedures and make regulations for the administration of the Plan consistent with these Rules;
- (b) resolve and bind the Company, the Participants and Eligible Employees absolutely regarding any question of fact, interpretation, effect or application arising in connection with the Plan;
- (c) determine matters falling for determination under these Rules in its absolute discretion having regard to the interests of, and for the benefit of, the Company;
- (d) exercise the discretions conferred on it by these Rules or which may otherwise be required in relation to the Plan;
- (e) delegate to any one or more persons (for such period and on such conditions as it may determine) the exercise of any of its powers or discretions arising under the Plan; and
- (f) appoint or engage specialist service providers for the operation and administration of the Plan.

15.2 Use of trust

The Plan may be administered in conjunction with an employee incentive plan trust, the trustee of which may acquire Shares for the purposes of allocation to Participants. The transfer of a Share by the trustee of such a trust to a Participant will satisfy the obligation of the Company to allocate a Share to a Participant under the Plan.

16. Amendment

16.1 General

Subject to Rule 16.2 and the Listing Rules, the Corporations Act and any other applicable law, these Rules may be amended at the direction of the Board so as to amend, add to, delete or otherwise vary these Rules at any time in any manner the Board thinks fit in its absolute discretion (**amendment**).

16.2 Limitation on amendments

No amendment to the provisions of these Rules may be made which reduces the rights of Participants, other than an amendment introduced primarily:

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

16.3 Error correction

- (a) In the event that any error or mistake has been made in relation to the number of Share Rights the subject of a Plan Offer, that Plan Offer shall be null and void and of no effect to the extent of any such error or mistake and the Board may, in its absolute discretion, correct such error or mistake, without the need to obtain consent from the relevant Eligible Employee or relevant Participant, by notice to the Eligible Employee or the Participant and, where appropriate, may issue an amended Plan Offer (with any Plan Acceptance Form previously submitted by the Eligible Employee or Participant in connection with the initial Plan Offer deemed to be amended accordingly).
- (b) The Board will notify the relevant Eligible Employee or Participant within a reasonable period after discovering and correcting the error or mistake.

17. Overriding Restriction

Notwithstanding any Rule, Share Rights and Shares may not be granted, issued, transferred or dealt with under the Plan if to do so would contravene the Corporations Act, the Listing Rules or any other applicable laws or where the compliance with any applicable law would in the opinion of the Board be unduly onerous or impractical.

18. Plan Costs

18.1 Acquisition and administration costs

Any brokerage, commission, stamp duty or other transaction costs in connection with any issue or transfer of Shares under the Plan will be paid by the Company but may be taken into account for the purposes of determining the number of Share Rights to be granted under the Plan.

18.2 Taxes

The Group has the power to do either or both of the following:

- (a) withhold from amounts otherwise owing to a Participant, or to require a Participant to remit to it, an amount sufficient; or
- (b) allocate to a Participant such lesser number of Shares than provided for in Rule 6.1 as the Board determines is equal in value to an amount sufficient,

to satisfy all federal, state, local and foreign withholding tax requirements, and any other governmental imposts, in respect of any or all of the Participant's Share Rights or Shares allocated to that Participant under the Plan.

19. Waiver

No failure, delay, or indulgence by a party in exercising any power or right under these Rules shall operate as a waiver of such power or right. No single exercise of any power or right under these Rules shall preclude any other or future exercise of that (or any other) power or right.

20. Severance

If any provision of these Rules is rendered void, unenforceable or otherwise ineffective, such avoidance, unenforceability or ineffectiveness shall not affect the enforceability of the remaining provisions.

21. Notices

Any notice, instruction or direction given under or pursuant to these Rules:

- (a) is validly given if it is handed to the addressee, faxed to the address at the fax number last notified by that person or posted by ordinary prepaid post (first class air-mail if to an overseas address) to the last known address of the addressee;
- (b) must be signed by the sender or a person duly authorised by the sender;
- (c) except as provided in paragraph (e), will be taken to have been given:
 - (i) in the case of personal delivery, when personally received;
 - (ii) in the case of post to a domestic address, three Business Days after posting;
 - (iii) in the case of post to an overseas address, seven Business Days after posting; or
 - (iv) in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates that the fax was transmitted in its entirety to the fax number of the addressee,
- (d) unless it is personally received or faxed after 5.00 pm any day, in which case it shall be deemed to be received or faxed on that next succeeding Business Day;
- (e) in the case of any Plan Acceptance Form, that form will not be taken to have been received by or on behalf of the Company until it is actually received by the Company at the address nominated from time to time by the Board.

22. Governing Law

These Rules are governed by the laws of Victoria. The Company and each Participant submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning these Rules.