

Ampol Limited (ACN 004 201 307)

Equity Incentive Plan Rules

as adopted with effect from 17 August 2010

last amended September 2024

Ampol Limited

Equity Incentive Plan Rules

1.1 Definitions

The meanings of the terms used in this document are set out below.

Term	Meaning
ASX	ASX Limited.
Board	the board of directors of the Company.
Cash Value	the volume weighted average price of a Share traded on the ASX in the 5 trading days up to and including the date when the Board determines that a Performance Right has vested, unless a different value is advised to a Participant in an Offer.
Company	Ampol Limited ABN 40 004 201 307 / NZCN 8370253.
Corporations Act	Corporations Act 2001 (Cth).
Dealing	<p>any dealing with a Performance Right, Restricted Share or Share, including but not limited to:</p> <ul style="list-style-type: none">(a) a sale, transfer, assignment, trust, encumbrance, option, swap, or any alienation of all or any part of the rights attaching to the Performance Right, Restricted Share or Share;(b) any attempt to do any of the actions set out in (a) above; and(c) any hedging or dealing with a derivative instrument or other transaction in a financial product that is intended to limit the economic risk associated with holding the Performance Right, Restricted Share or Share.
Eligible Employee	<ul style="list-style-type: none">(a) an employee of a Group Company;(b) an employee of another entity who is seconded to a Group Company; or(c) any other person, <p>who is declared by the Board to be eligible to receive grants of Performance Rights or Restricted Shares under the Plan.</p>

Group Company	the Company, its Subsidiaries and any other entity declared by the Board to be a member of the group for the purposes of the Plan.
Listing Rules	the official Listing Rules of the ASX, as they apply to the Company from time to time.
Offer	an invitation to an Eligible Employee made under rule 2.1 to apply for, or participate in a grant of, Performance Rights or Restricted Shares.
Participant	a person who holds or has been granted or allocated a Performance Right, Restricted Share or a Share that remains subject to the terms of the Plan from time to time.
Performance Right	an entitlement to a Share or payment of the Cash Value of a Share, subject to any terms determined by the Board under rule 2.1.
Plan	the Ampol Limited Equity Incentive Plan as set out in these rules, subject to any amendments or additions made under rule 10.
Restricted Share	a Share allocated as a Restricted Share in accordance with rule 2.5(b), 4.2(b) or 8.3, subject to any terms determined by the Board under rule 2.1.
Share	a fully paid ordinary share in the capital of the Company.
Subsidiary	has the meaning given in section 9 of the Corporations Act.
Takeover bid	has the meaning given in section 9 of the Corporations Act.
Total and Permanent Disablement	permanent mental or physical impairment or incapacity to an extent to which, in the Board's opinion (after considering such medical and other evidence as the Board sees fit), renders the Eligible Employee unable to engage in employment with a Group Company or in any full-time occupation for which the Eligible Employee is suited or qualified by education, training or experience.
Trust	any trust the Board determines will be used for the purposes of the Plan.
Vesting Condition	one or more conditions (including performance or service conditions or the expiry or waiver of a restriction on Dealing)

which must be satisfied or circumstances which must exist before a Performance Right or Restricted Share vests.

1.2 Interpretation

In this Plan, the following rules apply unless a contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of the Plan unless the context requires otherwise;
- (b) any reference in the Plan to any enactment or the Listing Rules includes a reference to that enactment or those Listing Rules as from time to time amended, consolidated, re-enacted or replaced;
- (c) any words denoting the singular include the plural and words denoting the plural include the singular;
- (d) any words denoting one gender include the other gender;
- (e) any references to '\$' in this Plan are references to Australian dollars;
- (f) where any word or phrase is given a definite meaning in this Plan, any part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
- (g) any reference to the Board includes the Board, any committee of the Board, or any person or body to which the Board has delegated its powers under this Plan.

1.3 Board discretion

Except as otherwise expressly provided in this Plan, the Board has absolute and unfettered discretion:

- (a) to act or refrain from acting under or in connection with this Plan or in connection with any Performance Right, Restricted Share or Share granted or allocated under the Plan; and
 - (b) to exercise or refrain from exercising any power or discretion in respect of this Plan or in respect of any Performance Right, Restricted Share or Share granted or allocated under the Plan,
- and when doing so the Board may have regard to, or disregard, such matters as it sees fit.

2 Grants

2.1 Grant of Performance Rights or Restricted Shares

- (a) The Board may, from time to time, in its absolute discretion grant Performance Rights or Restricted Shares to, or for the benefit of, an Eligible Employee upon the terms set out in the Plan and upon such additional terms and Vesting Conditions as the Board determines.
- (b) Without in any way limiting the Board's discretion in making an offer of Performance Rights or Restricted Shares to an Eligible Employee under this rule 2.1, the Board will advise each Eligible Employee of the following information:
 - (1) the number of Performance Rights or Restricted Shares being granted, or the method by which the number will be calculated;
 - (2) in relation to a Performance Right, whether following vesting it will be satisfied by the allocation of a Share or a Restricted Share (if it is not settled in cash);
 - (3) the period or periods during which the Performance Rights or Restricted Shares may vest;

- (4) the circumstances in which the Performance Rights or Restricted Shares will lapse or be forfeited;
- (5) any applicable Vesting Conditions; and
- (6) the treatment that will apply to the Performance Rights or Restricted Shares on cessation of employment.

2.2 Eligibility

- (a) The Board will, in its discretion, determine who is an Eligible Employee for the purposes of the Plan.
- (b) Nothing in these rules confers on any Eligible Employee the right to receive a grant of Performance Rights or Restricted Shares.
- (c) A grant of Restricted Shares in accordance with this Plan does not entitle a Participant to a grant of Performance Rights and a grant of Performance Rights in accordance with this Plan does not entitle a Participant to a grant of Restricted Shares.

2.3 Terms and conditions of Restricted Shares and Performance Rights may differ

The Vesting Conditions, vesting periods and other relevant terms and conditions of each grant of Restricted Shares and Performance Rights may be different and the terms and conditions of each shall not, in any way, be construed as limiting the terms and conditions of the other.

2.4 Offer terms and conditions take precedence

To the extent of any inconsistency, the terms and conditions advised to an Eligible Employee in an Offer will prevail over any other provision of the Plan.

2.5 Grants to or for the benefit of Eligible Employees

- (a) Unless otherwise specified in an Offer, the Board will grant Performance Rights and Restricted Shares in the name or for the benefit of the Eligible Employee.
- (b) Where an Eligible Employee has accepted an Offer of Restricted Shares, the Company will issue, procure the transfer of, or procure the setting aside of, a sufficient number of Shares to satisfy the grant of Restricted Shares.

3 Dealings

3.1 Prohibited Dealings

- (a) Any Dealing in respect of a Performance Right or Restricted Share is prohibited unless the Dealing:
 - (1) is with the consent of the Board; or
 - (2) occurs by force of law upon death to the Participant's legal personal representative or upon bankruptcy to the Participant's trustee in bankruptcy.
- (b) Unless the Board determines otherwise, where a Participant Deals with a Performance Right or Restricted Share in contravention of rule 3.1, the Performance Right or Restricted Share will lapse or be forfeited (as the case may be).

3.2 Enforcement of restrictions on Dealing with Restricted Shares

- (a) The Company may implement any procedure it considers appropriate to restrict a Participant from Dealing in Restricted Shares.

- (b) The Board may, in any circumstances and from time to time, on request under a hardship application from a Participant, approve at its discretion the release of a Participant's Restricted Shares from any restriction.

4 Vesting

4.1 Vesting pre-conditions

Subject to these rules, a Performance Right or Restricted Share granted under the Plan will vest when the last Vesting Condition is satisfied.

4.2 Vesting of Performance Rights

- (a) Unless an Offer expressly states otherwise, the vesting of any Performance Right granted under the Plan will be satisfied by the Company either:

- (1) allocating a Share or Restricted Share (as applicable); or
- (2) paying the Cash Value of a Share.

The Board will determine how the Performance Right will be satisfied around, but prior to, the vesting date.

- (b) If the Board determines to satisfy a Performance Right in accordance with rule 4.2(a)(1), then, upon the vesting of the Performance Right, the Company will issue to, procure the transfer to, or procure the setting aside for the Participant (or his or her personal representative, as the case may be) of, the number of Shares or Restricted Shares in respect of which the Performance Right has vested.
- (c) If the Board determines to satisfy a Performance Right in accordance with rule 4.2(a)(2), then, upon the vesting of the Performance Right, the Company must pay to the Participant (or his or her personal representative, as the case may be) the Cash Value of the number of Shares in respect of which the Performance Right has vested.

4.3 Vesting of Restricted Shares

When a Restricted Share vests it ceases to be a Restricted Share and thereafter will be treated as a Share. Subject to the terms of an Offer, all restrictions on Dealing with the Restricted Share under the Plan will cease.

5 Lapse and forfeiture

- (a) A Performance Right or Restricted Share will lapse or be forfeited (as the case may be) upon the earliest to occur of:
 - (1) any expiry date specified by the Board in an Offer;
 - (2) the Performance Right or Restricted Share lapsing or being forfeited in accordance with a provision of the Plan (including a term of an Offer);
 - (3) failure to meet the Vesting Conditions in the prescribed period.
- (b) Where Restricted Shares or Shares are forfeited in accordance with this Plan and the Restricted Shares or Shares are held by the Participant, the Participant is deemed to have agreed to dispose of his or her interest in those securities for the total aggregate consideration of \$1 (payable at the request of the Participant) and the securities will be transferred into the name of the Company's nominee. The Participant will be deemed to have appointed the company secretary of the Company, or any other officer of the Company, as his or her agent to effect the transfer.
- (c) Where Restricted Shares or Shares are forfeited in accordance with this Plan and the Restricted Shares or Shares are held in the Trust, the Participant's rights in the securities

will be extinguished for the total aggregate consideration of \$1 (payable at the request of the Participant) and the securities will be held as general trust property in accordance with the terms of the trust deed. The Board may, at any time in the future, direct the trustee to hold the securities for the benefit of a different or new Participant.

6 Cessation of employment of a Participant

6.1 Treatment on cessation of employment is specified in the Offer

The Offer will specify the treatment that will apply to Performance Rights and Restricted Shares on cessation of a Participant's employment.

6.2 When employment ceases

For the purposes of this Plan, a Participant will not be treated as ceasing to be an employee of a Group Company until such time as the Participant is no longer an employee of any Group Company. Subject to applicable laws, at the discretion of the Board, a Participant who is granted an approved leave of absence and who exercises their right to return to work under any applicable award, enterprise agreement, other agreement, statute or regulation before the vesting of a Performance Right or Restricted Share under the Plan will be treated for those purposes as not having ceased to be such an employee.

6.3 Termination payments

- (a) If Chapter 2D, Part 2D.2 of the Corporations Act applies to a Participant, the maximum value of any benefit that will be provided to the Participant under the Plan in connection with cessation of their employment, when aggregated with any other termination entitlements of the Participant, will be limited to an amount that does not require shareholder approval.

- (b) Where the Board determines that:

- (1) benefits have been provided to a Participant under the Plan in connection with their cessation of employment; and
- (2) those benefits, when aggregated with any other termination entitlements of the Participant, exceed the amount that can be paid without approval by shareholders under Chapter 2D, Part 2D.2 of the Corporations Act,

the Board may, subject to applicable laws, determine any treatment in relation to a Participant's Performance Rights, Restricted Shares or Shares granted or allocated under this Plan (including requiring reimbursement of cash already paid to the Participant following vesting of a Performance Right or the repayment of any proceeds of sale of a Share) so that the aggregated sum of the Participant's termination entitlements is reduced to an amount that does not require shareholder approval.

- (c) This rule applies notwithstanding any other provision of the Plan or an Offer.

7 Malus and clawback

- (a) The Board can exercise the discretions under rule 7(b) if, acting in good faith, it determines that any of the following circumstances exist or have occurred:
- (1) the Participant acts fraudulently or dishonestly and/or the Participant's actions (or failure to act) amount to gross misconduct or gross incompetence in relation to the affairs of any Group Company;
 - (2) the Participant is in breach of his or her obligations to any Group Company, including compliance with any applicable Company policy;

- (3) the Participant (or another person who the Participant is responsible for) otherwise acts in a manner which has brought a Group Company into disrepute;
 - (4) the Participant (or another person who the Participant is responsible for) acts in a manner that has the effect of delivering strong Company or business performance which is unsustainable or involves unacceptably high risk, and results or is likely to result in a detrimental impact on Company or business performance following vesting;
 - (5) the Company becomes aware of a material misstatement or omission in the financial statements in relation to a Group Company in any of the previous three financial years;
 - (6) a material failure of risk management by the Company and/or any Group Company or a relevant business unit;
 - (7) serious reputational damage to the Company, any Group Member or a relevant business unit, as a result of a Participant's misconduct or otherwise;
 - (8) an underlying incorrect figure in the accounts of any member of the Group which has, (or other information has come to light which, had it been considered at the time, would have), affected the determination of the applicable Vesting Condition;
 - (9) any other circumstances occur which the Board determines in good faith to have resulted in an unfair benefit to the Participant.
- (b) For the purposes of rule 7(a), the Board may at any time prior to the end of any Dealing restrictions, or, if there are no Dealing restrictions, the fifth anniversary of the grant date of a Performance Right or Restricted Share (as appropriate):
- (1) deem any Performance Rights of the Participant to have lapsed;
 - (2) deem any:
 - (i) Restricted Shares; or
 - (ii) Shares which were granted or allocated under the Plan, which are held by, or on behalf of, the Participant to be forfeited;
 - (3) reissue any number of Performance Rights or Restricted Shares to the Participant subject to new Vesting Conditions in place of any forfeited Performance Rights, Restricted Shares or Shares;
 - (4) impose further conditions on a Performance Right and/or Restricted Share;
 - (5) require the Participant to transfer Shares for no consideration;
 - (6) reduce or cancel awards made to the Participant under other share incentive plans operated by the Company;
 - (7) reduce or cancel any bonus or other cash payment due to the Participant by any Group Member;
- require reimbursement of cash already paid to the Participant following vesting of a Performance Right;
- (8) where any Shares which were granted or allocated under the Plan have been sold by the Participant, require the Participant to pay all or part of the net proceeds of that sale to the Company;
 - (9) adjust the Participant's future incentive remuneration; and/or
 - (10) initiate legal action against the Participant.
- (c) In making a determination under rule 7(b), the Board will have regard to the performance of the Participant, and any events that have occurred (whether connected with the actions of the Participant or otherwise) which, in the opinion of the Board may have a material

detrimental effect on the Company's customers, shareholders, employees and/or the wider community.

- (d) Nothing in this rule limits the ability of the Company and a Participant to agree to different or additional forfeiture, repayment or offset arrangements.

8 Takeover, scheme of arrangement and winding-up

8.1 Takeovers

- (a) In the event of each of:
- (1) a Takeover Bid being made for shares in the Company;
 - (2) the Board recommending that shareholders accept any Takeover Bid;
 - (3) a Takeover Bid for shares in the Company becoming unconditional, or
 - (4) any other transaction, event or state of affairs that, in the Board's opinion, is likely to result in a change of control of the Company,
- the Board may, in its absolute discretion, determine that all or a specified number of a Participant's Performance Rights or Restricted Shares (whether granted or that the Company is contractually obligated to grant to an Eligible Employee) vest, having regard to whether pro rata performance is in line with the Vesting Conditions applicable to those Performance Rights or Restricted Shares over the period from the date of grant to the date of the relevant event described in paragraphs (1) to (4) above.
- (b) The Board will promptly give written notice to each Participant of the number of Performance Rights or Restricted Shares that vest pursuant to rule 8.1(a).
- (c) If the Board makes a determination under 8.1(a) that only some of a Participant's Performance Rights or Restricted Shares will vest, all Performance Rights or Restricted Shares that remain unvested will automatically lapse or be forfeited (as the case may be), unless the Board determines otherwise.
- (d) If the Board does not make a determination under rule 8.1(a) and a Takeover Bid for shares in the Company becomes unconditional, all Performance Rights or Restricted Shares that remain unvested on the day the Takeover Bid becomes unconditional will automatically lapse or be forfeited (as the case may be), unless the Board determines otherwise. For the avoidance of doubt, if the Board does not make a determination under rule 8.1(a) and either:
- (1) a Takeover Bid is made for shares in the Company; or
 - (2) the Board recommends that shareholders accept any Takeover Bid,
- but the Takeover Bid does not become unconditional, then all Performance Rights or Restricted Shares that remain unvested will remain outstanding and will not lapse or be forfeited.

8.2 Compromise or arrangement

- (a) The Board may, in its absolute discretion, determine that all or a specified number of a Participant's Performance Rights or Restricted Shares vest where the Board is satisfied that the Vesting Condition applicable to those Performance Rights or Shares has been satisfied on a pro rata basis over the period from the date of grant to the relevant date where:
- (1) the Board resolves to seek a Court order for 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 Group Company that employs the Participant) or its amalgamation with any other company or companies;
 - (2) a proposal is formally adopted by the Board pursuant to which any person may become bound or entitled to acquire shares in the Company under section 414

- of the Corporations Act or equivalent overseas law (upon a scheme of arrangement being approved);
- (3) a proposal is made pursuant to which any person may become bound or entitled to acquire shares in the Company (or a Group Company that employs the Participant) under Chapter 6A of the Corporations Act or equivalent overseas law (compulsory acquisition following a takeover bid);
 - (4) a resolution is proposed to be put to shareholders for voluntary winding up; or
 - (5) an order is sought for the compulsory winding up of the Company (or a Group Company that employs the Participant).
- (b) Where the Board makes a determination pursuant to under rule 8.2(a), the Board will promptly give written notice to each Participant of the number of Performance Rights or Restricted Shares that vest pursuant to rule 8.2(a).
- (c) If the Board does not make a determination under rule 8.2(a), or determines that only some of a Participant's Performance Rights or Restricted Shares will vest, all Performance Rights or Restricted Shares that remain unvested will automatically lapse or be forfeited (as the case may be) when:
- (1) a scheme of arrangement becomes effective;
 - (2) shares in the Company are compulsorily acquired following a takeover bid;
 - (3) a resolution is passed to voluntarily wind up the Company (or Group Company that employs the Participant); or
 - (4) a Court makes an order for the winding up of the Company (or Group Company that employs the Participant),
- unless the Board determines otherwise.

8.3 Acquisition of shares in Acquiring Company

If a company (**Acquiring Company**) obtains control of the Company (or a Group Company that employs the Participant) and the Company (or relevant Group Company), the Acquiring Company and the Participant agree, a Participant may, upon vesting of Performance Rights, be provided with shares of the Acquiring Company or its parent in lieu of Shares or Restricted Shares, on substantially the same terms and subject to substantially the same conditions as the Shares or Restricted Shares, but with appropriate adjustments to the number and kind of shares subject to the Performance Rights.

9 Rights associated with Performance Rights and Restricted Shares

9.1 Performance Rights

- (a) If:
- (1) shares are issued pro rata to the Company's shareholders generally by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment) involving capitalisation of reserves or distributable profits; or
 - (2) any reorganisation (including consolidation, subdivision, reduction or return) of the issued capital of the Company is effected,

the number of Performance Rights to which each Participant is entitled, or any amount payable on the vesting or exercise of the Performance Rights, or both as appropriate, will be adjusted in the manner determined by the Board to ensure that no advantage or disadvantage accrues to the Participant as a result of such corporate actions.

- (b) If any additional Performance Rights are granted to a Participant pursuant to rule 9.1(a), such Performance Rights will be subject to the same terms and conditions as the original Performance Rights including, without limitation, any Vesting Conditions.
- (c) If shares are offered pro rata for subscription by the Company's shareholders generally by way of a rights issue during the currency of and prior to the vesting of any Performance Rights, the Board may, in its discretion, adjust the number of Performance Rights to take account of the rights issue.

9.2 Restricted Shares

Subject to the terms of an Offer:

- (a) if Restricted Shares have been allocated to the trustee of the Trust for the benefit of the Participant, the Restricted Shares and any entitlements that accrue to the Restricted Shares will be dealt with or held by the trustee in accordance with the relevant trust deed; and
- (b) if Restricted Shares have been allocated to a Participant:
 - (1) the Participant is presently entitled to receive all dividends and other distributions, bonus issues or other benefits payable or provided in respect of those Restricted Shares;
 - (2) the Participant may exercise the voting rights attaching to those Restricted Shares;
 - (3) if any securities are issued in respect of, in exchange for or in substitution of, those Restricted Shares by reason of any bonus issues or other change in the capital structure of the Company, such securities are to be held by the Participant on the same terms and conditions as the Restricted Shares in respect of which they were issued and no further consideration will be payable by the Participant if those securities vest; and
 - (4) if rights arise on a rights issue in respect of the Restricted Shares, the Participant may deal with or exercise those rights on the same basis as other shareholders.

10 Amendments

10.1 Power to amend Plan

Subject to the Listing Rules:

- (a) the Board may at any time by resolution amend, add to, supplement or suspend (**amend**) all or any of the provisions of the Plan, or the terms or conditions of any Performance Rights or Restricted Shares granted under the Plan; and
- (b) notwithstanding rule 10.2, the Board may waive, amend or replace any performance measure in a Vesting Condition attaching to a Performance Right or Restricted Share if the Board determines that the original performance measure is no longer appropriate or applicable (including, without limitation, if a particular stock market index is no longer published, there are extraneous economic circumstances or there is a corporate action, including a discounted rights issue, which impacts on the performance measure), provided that the interests of the relevant Participant are not, in the opinion of the Board, materially prejudiced or advantaged relative to the position reasonably anticipated at the time of the grant.

10.2 Power to amend terms of Performance Rights or Restricted Shares granted

Subject to the Listing Rules, the Board may, at any time by resolution and without the consent of the Participant, amend the terms of any granted Performance Right or Restricted Share:

- (a) for the purpose of complying with or conforming to present or future State or Commonwealth legislation governing or regulating the maintenance or operation of the Plan or like plans;
- (b) to correct any manifest error or mistake; or
- (c) to take into consideration possible adverse tax implications in respect of the Plan arising from, amongst others, adverse rulings from the Commissioner of Taxation, changes to tax legislation (including an official announcement by the Commonwealth of Australia) and/or changes in the interpretation of tax legislation by a court of competent jurisdiction.

10.3 Notice of amendment

As soon as reasonably practicable after making any amendment under rules 10.1 or 10.2, the Board will give notice in writing of that amendment to any Participant affected by the amendment.

11 Withholding

- (a) If a Group Company is obliged, or reasonably believes it may have an obligation, as a result of or in connection with any Performance Rights, Restricted Shares or Shares granted or allocated under this Plan, to account for:
 - (1) income tax or employment taxes under any wage, withholding or other arrangements; or
 - (2) any other tax, social security contributions or levy or charge of a similar nature, that is a liability of the Participant, then the relevant Group Company is entitled to be reimbursed by the Participant for the amount or amounts so paid or payable.
- (b) Where rule 11(a) applies, the relevant Group Company may make arrangements for payment or reimbursement of the amounts referred to in rule 11(a). Those arrangements may include, without limitation:
 - (1) the provision by the Participant of sufficient funds to reimburse the Group Company for the amount (by salary deduction, reduction of any amount owed to the Participant or otherwise); or
 - (2) the sale on behalf of the Participant of Restricted Shares or Shares granted or allocated pursuant to this Plan for payment or reimbursement of these amounts, as well as the costs of any such sale.

12 Miscellaneous

12.1 Share ranking

Any Restricted Shares or Shares issued under the Plan will rank equally in all respects with other ordinary shares for the time being on issue except as regards any rights attaching to such Restricted Shares or Shares by reference to a record date prior to the date of their allocation.

12.2 Listing of Shares on ASX

The Company will apply for quotation of Restricted Shares or Shares issued under the Plan within the period required by the ASX.

12.3 Rights and obligations of Eligible Employees

- (a) These rules will not form part of and are not incorporated into any contract of any Eligible Employee (whether or not they are an employee of a Group Company).

- (b) Unless the subject of an express provision in an employment contract, the rights and obligations of any Eligible Employee under the terms of their office, employment or contract with a Group Company are not affected by their participating in the Plan.
- (c) Nothing in these rules confers on any Participant the right to continue as an employee of a Group Company or affects any rights which any Group Company may have to terminate a Participant's employment with a Group Company.
- (d) No Participant will have any rights to compensation or damages in consequence of the termination of their office, employment or other contract with a Group Company for any reason whatsoever in so far as those rights arise or may arise from their ceasing to have rights under the Plan as a result of such termination.

12.4 Power of the Board

The Plan is administered by the Board which has power to:

- (a) determine appropriate procedures for administration of the Plan consistent with these rules; and
- (b) 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.

12.5 Waiver of terms and conditions

Notwithstanding any other provision of the Plan, the Board may at any time waive in whole or in part any terms or conditions (including any Vesting Condition) in relation to any Performance Rights or Restricted Shares granted or allocated to any Participant under this Plan.

12.6 Dispute or disagreement

In the event of any dispute, disagreement or uncertainty as to the interpretation of the Plan, or if there is any question or uncertainty about a right arising from or related to the Plan or to any Performance Rights, Restricted Shares or Shares granted or allocated under it, the decision of the Board is final and binding.

12.7 Mistaken recipient

If any Performance Right or Restricted Share is granted or allocated under the Plan in error or by mistake to a person who is not the intended recipient (**Mistaken Recipient**), the Mistaken Recipient shall have no right or interest, and shall be taken never to have had any right or interest, in that Performance Right or Restricted Share and those Performance Rights or Restricted Shares will immediately lapse or be forfeited.

12.8 Non-Australian residents

When a Performance Right or Restricted Share is granted or allocated under the Plan to a person who is not a resident of Australia, the provisions of the Plan apply subject to such alterations or additions as the Board determines having regard to any applicable or relevant laws, matters of convenience and desirability and similar factors which may have application to the Participant or to any Group Company in relation to the Performance Right or Restricted Share.

12.9 Communication

- (a) Any notice or other communication under or in connection with the Plan may be given by personal delivery or by sending the same by post or facsimile, in the case of a company to its registered office, and in the case of an individual to the individual's last notified address, or, where a Participant is a director or employee of a Group Company, either to the Participant's last known postal or email address or to the address of the place of business at which the Participant performs the whole or substantially the whole of the duties of the Participant's office or employment.

- (b) Where a notice or other communication is given by:
 - (1) post, it is deemed to have been received 48 hours after it was put into the post properly addressed and stamped; or
 - (2) email or other electronic means, it is deemed to have been received immediately.

12.10 Data protection

By participating in the Plan, the Participant consents to any Group Company and any trustee or third party administrator of the Plan holding, disclosing and processing personal data (including bank details for dividend payments) related to the Participant for all purposes relating to the operation of the Plan. These include, but are not limited to:

- (a) administering a trust in which Restricted Shares or Shares are held for the purposes of the Plan;
- (b) administering and maintaining Participant records, including transferring information overseas;
- (c) providing information to:
 - (1) a tax authority or other regulatory agency;
 - (2) trustees of any employee benefit trust;
 - (3) registrars;
 - (4) brokers; or
 - (5) third party administrators of the Plan; and
- (d) providing information to future purchasers of the Company or the business in which the Participant works.

12.11 Laws governing the Plan

The Plan and any Performance Rights, Restricted Shares or Shares granted or allocated under it are governed by the laws of New South Wales and the Commonwealth of Australia, except to the extent that any applicable non-Australian legislation applies to offers of Performance Rights, Restriction Shares or Shares to non-Australian residents, in which case these Plan Rules shall be interpreted in accordance with such legislation.