



HearMeOut Limited Employee Option Plan Rules

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1. Definitions, Interpretation and Governing Law

1.1 Definitions

In these Rules, unless the contrary intention appears:

Acceptance Date means the date on which an Invitation under this Plan that has been accepted by a Participant, is accepted in writing by the Company.

ASX means ASX Limited (ABN 98 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.

Board means the board of directors of the Company or a committee appointed by it for the purposes of these Rules.

Business Day means any ASX Business Day that is not a Saturday, Sunday or public holiday in Western Australia.

Class Order means a class order published by the Australian Securities and Investments Commission relating to employee incentive schemes.

Company means HMO Limited ACN 614 043 177.

Corporations Act means the Corporations Act 2001 (Cth).

Employee means a person who is a full-time or part-time employee or officer or director, of the Company, or a related body corporate, or such other person as the Board determines.

Exercise Price means the exercise price of an Option.

Expiry Date means in relation to an Option, the date determined in accordance with clause 9(d).

Invitation means a written invitation to an Employee to participate in the Plan.

Israeli Annexure means the "HearMeOut Limited – Israeli Appendix Employee Option Plan Rules" annexed to this Plan.

Issue Date means the date determined by the Board as the date on which an Option was granted.

Listing Rules means the Listing Rules of ASX (including any terms of any waivers given under those rules) as they apply to the Company from time to time.

Option means an option granted under this Plan to subscribe for Shares.

Participant means an Employee (or their nominee where applicable) who has accepted an Invitation to participate in the Plan and has been granted Options.

Plan means the HearMeOut Limited Employee Option Plan under these Rules as amended from time to time.

Rules means these Rules as altered or added to from time to time and a reference to a provision of these Rules is a reference to that provision as altered or added to from time to time.

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

Shareholder means a shareholder of the Company.

Specified Expiry Date means the date, or dates, specified in the Invitation as determined by the Board.

1.2 Interpretation

For the purposes of these Rules, unless the contrary intention appears:

- (a) the singular includes the plural and vice-versa;
- (b) words denoting a gender include all genders;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (d) a reference to a related body corporate of the Company is a reference to a body corporate which is so related within the meaning of the Corporations Act;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements or any of them; and
- (f) any power, authority or discretion vested in the Company or the Board may be exercised at any time and from time to time and unless expressed otherwise, in their absolute discretion.

2. Grant of Options

2.1 General Eligibility

At any time and from time to time, the Board may make an Invitation to Employees, having regard in each case, to:

- (a) the contribution that has been made by the Employee to the Company;
- (b) the period of employment or engagement of the Employee with the Company, including (but not limited to) the years of service by that Employee;
- (c) the potential contribution of the Employee to the Company; and
- (d) any other matters which the Board considers in its absolute discretion to be relevant.

2.2 Invitation of Options

The Invitation will be in writing and will include:

- (a) the number of Options the subject of the Invitation;

- (b) the Exercise Price and Specified Expiry Date of the Options;
- (c) details on any vesting conditions associated with the Options;
- (d) the last date by which the Participant may accept the Invitation (following which the Invitation, if not accepted, will lapse);
- (e) terms and conditions of the Options;
- (f) if the Employee is a person who is subject to taxation by the State of Israel with respect to an Award (as defined in the Israeli Annexure), the terms and conditions contained in the Israeli Annexure; and
- (g) any other information that the Company considers to be relevant to the Invitation.

2.3 Price of Options

Options the subject of an Invitation must be granted for nil monetary consideration or no more than nominal monetary consideration.

2.4 Issue of Options

If an Invitation is accepted by a Participant and that acceptance is accepted by the Company, each Option must be granted on the terms of these Rules as soon as practicable following the Acceptance Date, and each Participant will be taken to have agreed to be bound by these Rules on the Acceptance Date. The Company will announce the grant of Options on ASX.

2.5 Nominees

The Board may, at its sole discretion, issue Options to the nominee of an Employee.

3. Maximum Number of Options

3.1 5% Limit

Subject to clause 3.2 of these Rules, the Company must have reasonable grounds to believe that the number of Shares to be received on exercise of the Options when aggregated with the number of Shares issued or that may be issued as a result of offers made at any time during the previous three years under:

- (a) an employee incentive plan of the Company covered by ASIC Class Order 14/1000; or
- (b) an ASIC exempt arrangement of a similar kind to an employee incentive scheme,

does not exceed 5% (or such other maximum permitted under any ASIC Class Order providing relief from the disclosure regime of the Corporations Act) of the total number of issued Shares at the time the Offer to acquire Options is made

3.2 Exceptions

When aggregating the number of Shares for the purposes of clause 3.1 of these Rules, the Company may disregard any invitation made, Option acquired or Share issued by way of, or as a result of:

- (a) an invitation to a person situated at the time of receipt of the offer outside Australia;

- (b) an invitation that did not need disclosure to investors because of section 708 of the Corporations Act; or
 - (c) an invitation made under a disclosure document in accordance with Chapter 6D of the Corporations Act.
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4. Option Terms

An Option must be granted in accordance with these Rules or such other additional terms, conditions or restrictions which are not inconsistent with these Rules, as the Board determines either generally or in relation to particular Options.

5. Overriding Restrictions on Issue and Exercise

Notwithstanding anything else in these Rules or in the terms of any Option, an Option may not be, granted, or exercised if to do so:

- (a) would contravene the Corporations Act or the Listing Rules; or
 - (b) would contravene the local laws of, or the rules or requirements of any regulatory or statutory body in, a Participant's country of residence or in the opinion of the Board compliance with those local laws, rules or requirements would be impractical or result in any unnecessary or unreasonable expense in the circumstances.
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6. Administration of the Plan

6.1 Delegation

The Plan shall be in all respects administered under the directions of the Board or a committee of the Board. The Board or committee may appoint, for the proper administration and management of the Plan, such secretarial or executives or staff or other persons as it considers desirable and may delegate to those persons such powers and authorities as may be necessary or desirable for the administration and management of the Plan.

6.2 Procedures

Subject to these Rules, the Board may make such regulations and establish such procedures for the administration and management of the Plan as it considers appropriate. If any disagreement or dispute with respect to the interpretation of these Rules or the terms of grant of any Option arises, such disagreement or dispute shall be referred to the Board and the decision of the Board shall, in the absence of manifest error, be final and binding upon all parties.

6.3 Covenant or exercise of discretion

The Company or any of its subsidiaries or the Board may, subject to any express provision in these Rules, the Listing Rules or the Corporations Act to the contrary:

- (a) do any act, matter or thing or make any decision, determination or resolution; or
- (b) conditionally or unconditionally give or withhold any consent or approval,

as contemplated by these Rules in its absolute discretion and is not obliged to give reasons for doing so.

7. Advice

7.1 Adjustment to Number of Shares

The Company shall give notice to each Participant of any adjustment to the Exercise Price or the number of Shares which the Participant is entitled to subscribe for on exercise of an Option, in accordance with the Listing Rules.

7.2 Market and Exercise Price

The Company will provide to a Participant upon request, within a reasonable time, either verbally or in writing, details of the current market price (in Australian dollars) of the Shares and details of the Exercise Price in relation to Options held by that Participant.

8. Entitlement

- (a) Each Option entitles the holder to subscribe for and be granted, credited as fully paid, one Share.
 - (b) The Exercise Price shall be as determined by the Board (in its discretion) and specified in the Invitation.
 - (c) Subject to these Rules, the Company shall issue Shares on exercise of Options in accordance with the Listing Rules.
 - (d) Shares issued on the exercise of Options will rank equally with all existing Shares in the capital of the Company from the date of issue of those Shares.
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9. Exercise of Options

- (a) An Option is exercisable by the Participant lodging with the Company Secretary:
 - (i) a notice of exercise of that Option in the form attached as Schedule 1 to these Rules;
 - (ii) the tax file number for the Participant; and
 - (iii) a cheque for the total Exercise Price.

In the event of the death of a holder of Options, those Options are exercisable by the executor of the estate of the Participant in the same manner as set out above.

- (b) An Option must be exercised (if at all) not later than its Expiry Date and, subject to this clause 9, may only be exercised at any time after the Option has vested. The Board may determine (in its absolute discretion) any further conditions of exercise consistent with these Rules that apply to an Option. The exercise of some Options only does not affect the Participant's right to exercise other Options at a later time. If the Participant exercises less than all Options appearing in the Option holder's holding statement, then the Company will cause a replacement holding statement to be issued.

- (c) The Board may from time to time determine any time periods or performance hurdles after which the Options granted will vest in the Option holder and the percentage of Options granted which will vest at each particular time.
- (d) An Option held by a Participant will lapse upon the first to occur of:
 - (i) its Specified Expiry Date; or
 - (ii) any vesting condition upon which an Option has been granted being unable to be met; or
 - (iii) the Board making a determination that the Participant has acted fraudulently or dishonestly, or is in breach of his or her obligations to the Company; or
 - (iv) as determined in accordance with clause (e) below; or
 - (v) on such other date for other prescribed circumstances as detailed in the Option terms and conditions in the Invitation.
- (e) The Board may determine (in its discretion) and specify in the Invitation that Options held by a Participant may lapse or continue to be held as vested or unvested Options if Participant ceases to be an Employee for particular reasons or causes.

10. Change in Control

Notwithstanding any other terms contained in these Rules, the Board may determine (in its discretion) and specify in the Invitation that Options held by a Participant may lapse or vest and be exercised by a Participant, or that the Participant may have some other participation rights, if certain change in control events occur in relation to the Company.

11. Transfer

Unless otherwise determined by the Board, an Option is personal to the Participant to whom it was granted, and the Participant may not sell, transfer or otherwise dispose of, or make a declaration of trust in respect of, it:

- (a) until after the Options have vested; and
- (b) otherwise with the prior written consent of the Board,

and provided that the transfer of the Options complies with the Corporations Act.

12. Quotation of Options and Shares

Options will not be listed for quotation on ASX. However, the Company will make application for official quotation of Shares issued on the exercise of Options to ASX and to each other stock exchange on which Shares are listed at the time.

13. Future Issues of Shares

13.1 New Issues

- (a) There are no participating rights or entitlements inherent in the Options and Participants will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options.
- (b) If the Company makes an issue of Shares pro rata to existing Shareholders there will be no adjustment of the Exercise Price of an Option.

13.2 Bonus Issues

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

- (a) the number of Shares which must be issued on the exercise of a Option will be increased by the number of Shares which the Participant would have received if the Participant had exercised the Option before the record date for the bonus issue; and
- (b) no change will be made to the Exercise Price.

14. Reorganisation of Capital

If there is any reorganisation of the issued share capital of the Company, the rights of the option holder may be varied to comply with the Listing Rules which apply to a reorganisation of capital at the time of the reorganisation.

15. Notices

Notices may be given by the Company to the Participant in the manner prescribed by the constitution of the Company for the giving of notices to members of the Company and the relevant provisions of the constitution of the Company apply with all necessary modification to notices to Participants.

16. Right to Accounts

Where expressly requested, Participants will be sent all reports and accounts required to be laid before Shareholders in general meeting and all notices of general meetings of Shareholders. Participants will not have any right to attend or vote at those meetings.

17. Company's Rights not Waived

- (a) The Company's right to terminate or vary the terms of employment or engagement of any Participant shall not be prejudiced in any way by the Company or any Participant participating in the Plan or anything contained in these Rules or both. Further, participation in the Plan, the rights or benefits of a Participant under these Rules or the inability or restricted ability of a Participant to exercise an Option or any of them, shall not be used as grounds for granting or increasing damages in any action brought by any Participant against the Company whether in respect of any alleged wrongful dismissal, termination or otherwise.

- (b) None of the Company, its directors, officers or employees represents that the Company's Share price will attain, maintain or exceed the Exercise Price. A Participant who chooses to exercise any Option does so at his own risk in that he may suffer financial detriment if the Company's share price falls.
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18. Governing Law

This Plan and these Rules shall in all respects be governed by, and shall be construed in accordance with, the laws of Western Australia.

19. Severance

If any provision in these Rules is void, voidable by any party or illegal, it shall be read down so as to be valid and enforceable or, if it cannot be so read down, the provision (or where possible, the offending words) shall be severed from these Rules without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of these Rules which shall continue in full force and effect.

20. Suspension, Termination or Amendment of the Plan

- (a) The Board may suspend or terminate the Plan at any time, in which case the Company shall not make any further grants of Options under the Plan during the suspended or terminated period. However, during that period the Board shall otherwise continue to administer the Plan in accordance with these Rules until all Options have been exercised or expired.
- (b) The Plan may be amended at any time by the Board, subject to any requirements of the Listing Rules and the Corporations Act.

Schedule 1 – Notice of Exercise

The Company Secretary

XXXXXXXXXX

Dear Sir/Madam

[Name of person holding the options] hereby gives notice of the exercise of [number of Options] Options granted pursuant to the Company’s Employee Option Plan and exercisable at [\$*].

[A cheque made payable to “XXXXXXXXXXXX account” for [\$*] (being the total of the exercise price payable on the exercise of these Options), is enclosed.]

The tax file number for [name of employee to whom the Invitation of Options was initially made] is [*].

Signed by [name of option holder] in the presence)
of:)
)

Signature

Signature of Witness

Name of Witness in full

Executed by HearMeOut Limited (ACN 614 043 177) in accordance with section 127 of the *Corporations Act*:

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

HEARMEOUT LIMITED

ISRAELI APPENDIX

TO

EMPLOYEE OPTION PLAN RULES

1. Special Provisions for Persons who are Israeli Taxpayers

1.1 This Appendix (the “**Appendix**”) to the HearMeOut Limited Employee Option Plan Rules 2016 (the “**Plan**”) is made and entered effective as of _____ (the “**Effective Date**”). The provisions specified hereunder shall form an integral part of the Plan.

1.2 The provisions specified hereunder apply only to persons who are subject to taxation by the State of Israel with respect to an Award.

1.3 This Appendix applies with respect to the Awards under the Plan. The purpose of this Appendix is to establish certain rules and limitations applicable to the Award that may be granted under the Plan to Eligible Employees from time to time, in compliance with the securities and other applicable laws currently in force in the State of Israel. Except as otherwise provided by this Appendix, all grants made pursuant to this Appendix shall be governed by the terms of the Plan. This Appendix is applicable only to grants made after the Effective Date. This Appendix complies with, and is subject to the ITO (as defined below) and Section 102 (as defined below).

1.4 The Plan and this Appendix shall be read together.

2. Definitions.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Plan. The following additional definitions will apply to grants made pursuant to this Appendix:

“**3(i) Award**” means an Award that is subject to taxation pursuant to Section 3(i) of the ITO which has been granted to any person who is not an Eligible 102 Participant.

“**102 Capital Gains Track**” means the tax track set forth in Section 102(b)(2) or Section 102(b)(3) of the ITO, as the case may be.

“**102 Capital Gains Track Grant**” means a 102 Trustee Grant qualifying for the special tax treatment under the 102 Capital Gains Track.

“**102 Earned Income Track**” means the tax track set forth in Section 102(b)(1) of the ITO.

“**102 Earned Income Track Grant**” means a 102 Trustee Grant qualifying for the ordinary income tax treatment under the 102 Earned Income Track.

“**102 Trustee Grant**” means an Award granted pursuant to Section 102(b) of the ITO and held in trust by a Trustee for the benefit of the Eligible 102 Participant, and includes 102 Capital Gains Track Grants or 102 Earned Income Track Grants.

“**Affiliate**” means any affiliate that is an “employing company” within the meaning of Section 102(a) of the ITO.

“**Controlling Shareholder**” as defined under Section 32(9) of the ITO.

“**Election**” means the Company’s election of the type (i.e., between 102 Capital Gains Track or 102 Earned Income Track) of 102 Trustee Grants that it will make under the Plan, as filed with the ITA.

“**Eligible 102 Participant**” means an individual employed by an Israeli resident Affiliate or an individual who is serving as a director of an Israeli resident Affiliate, who is not a Controlling Shareholder.

“**ITA**” means the Israeli Tax Authority.

"ITO" or the **"Ordinance"** means the Israeli Income Tax Ordinance (New Version), 5721-1961 and the rules, regulations, orders or procedures promulgated thereunder and any amendments thereto, including specifically the ITO Rules, all as may be amended from time to time.

"ITO Rules" means the Income Tax Rules (Tax Benefits in Share Issuance to Employees), 5763-2003.

"Non-Trustee Grant" means an Award granted to an Eligible 102 Participant pursuant to Section 102(c) of the ITO.

"Required Holding Period" means the requisite period prescribed by Section 102 and the ITO Rules, or such other period as may be required by the ITA, with respect to 102 Trustee Grants, during which Award granted by the Company and the Share issued upon the exercise or vesting of the Award must be held by the Trustee for the benefit of the person to whom it was granted. As of the Effective Date, the Required Holding Period for 102 Capital Gains Track Grants is 24 months from the date the Award is granted, provided that all the conditions set forth in Section 102 and related regulations have been fulfilled.

"Section 102" means the provisions of Section 102 of the ITO, as amended from time to time.

"Trustee" means a person or entity designated by the Directors to serve as a trustee and/or supervising trustee and approved by the ITA in accordance with the provisions of Section 102(a) of the ITO.

"Trust Agreement" means the agreement(s) between the Company and the Trustee regarding Award granted under this Appendix, as in effect from time to time.

3. Types of Grants and Section 102 Election.

3.1. Grants of Awards made pursuant to Section 102, shall be made pursuant to either (a) Section 102(b)(2) or Section 102(b)(3) of the ITO as the case may be, as 102 Capital Gains Track Grants, or (b) Section 102(b)(1) of the ITO as 102 Earned Income Track Grants. The Company's Election regarding the type of 102 Trustee Grant it elects to make shall be filed with the ITA before any grant is made pursuant to such Election in accordance with Section 102. Once the Company has filed such Election, it may change the type of 102 Trustee Grant that it elects to make only after the lapse of at least 12 months from the end of the calendar year in which the first grant was made pursuant to the previous Election, in accordance with Section 102. For the avoidance of doubt, such Election shall not prevent the Company from granting Non-Trustee Grants to Eligible 102 Participants at any time.

3.2. Eligible 102 Participants may receive only 102 Trustee Grants or Non-Trustee Grants under this Appendix. Eligible Employees who are not Eligible 102 Participants may be granted only 3(i) Awards under this Appendix.

3.3. No 102 Trustee Grants may be made effective pursuant to this Appendix until 30 days after the requisite filings required by the ITO and the ITO Rules have been filed with the ITA.

3.4. The Award agreement or documents evidencing the Award granted or Share issued pursuant to the Plan and this Appendix shall indicate whether the grant is a 102 Trustee Grant, a Non-Trustee Grant or a 3(i) Grant; and, if the grant is a 102 Trustee Grant, whether it is a 102 Capital Gains Track Grant or a 102 Earned Income Track Grant, the vesting provisions and the exercise price.

4. Terms And Conditions of 102 Trustee Grants.

4.1. Each 102 Trustee Grant will be deemed granted on the date stated in the applicable Directors' resolution, in accordance with the provisions of Section 102 and the Trust Agreement.

4.2. Each 102 Trustee Grant granted to an Eligible 102 Participant shall be held by the Trustee and each certificate for Shares acquired pursuant to a 102 Trustee Grant shall be issued to and registered in

the name of a Trustee and shall be held in trust for the benefit of the Eligible 102 Participant for the Required Holding Period. After termination of the Required Holding Period, the Trustee may release such Award and any such Share, provided that (i) the Trustee has received an acknowledgment from the ITA that the Eligible 102 Participant has paid any applicable tax due pursuant to the ITO; or (ii) the Trustee and/or the Company withhold any applicable tax due pursuant to the ITO. The Trustee shall not release any 102 Award or Share issued thereunder and held by it prior to the full payment of the Eligible 102 Participant's tax liabilities.

4.3. Each 102 Trustee Grant (whether a 102 Capital Gains Track Grant or a 102 Earned Income Track Grant, as applicable) shall be subject to the relevant terms of Section 102 and the ITO, which shall be deemed an integral part of the 102 Trustee Grant and shall prevail over any term contained in the Plan, this Appendix or any Award agreement that is not consistent therewith. Any provision of the ITO and any approvals by the ITA not expressly specified in this Appendix or any document evidencing a grant that are necessary to receive or maintain any tax benefit pursuant to Section 102 shall be binding on the Eligible 102 Participant. The Trustee and the Eligible 102 Participant granted a 102 Trustee Grant shall comply with the ITO, and the terms and conditions of the Trust Agreement entered into between the Company and the Trustee. For avoidance of doubt, it is reiterated that compliance with the ITO specifically includes compliance with the ITO Rules. Further, the Eligible 102 Participant agrees to execute any and all documents which the Company or the Trustee may reasonably determine to be necessary in order to comply with the provision of any applicable law, and, particularly, Section 102.

4.4. During the Required Holding Period, the Eligible 102 Participant shall not require the Trustee to release or sell the Award or Share and other share received subsequently following any realization of rights derived from Award or Share (including stock dividends) to the Eligible 102 Participant or to a third party, unless permitted to do so by applicable law. Notwithstanding the foregoing, the Trustee may, pursuant to a written request and subject to applicable law, release and transfer such Share to a designated third party, provided that both of the following conditions have been fulfilled prior to such transfer: (i) all taxes required to be paid upon the release and transfer of the Share have been withheld for transfer to the ITA; and (ii) the Trustee has received written confirmation from the Company that all requirements for such release and transfer have been fulfilled according to the terms of the Company's corporate documents, the Plan, this Appendix, any applicable agreement and any applicable law. To avoid doubt, such sale or release during the Required Holding Period will result in different tax ramifications to the Eligible 102 Participant under Section 102 of the ITO and the ITO Rules and/or any other regulations or orders or procedures promulgated thereunder, which shall apply to and shall be borne solely by such Eligible 102 Participant.

4.5. In the event a stock dividend is declared and/or additional rights are granted with respect to Shares which were issued upon an exercise or vesting of an Award granted as 102 Trustee Grants, such dividend and/or rights shall also be subject to the provisions of this Section 4 and the Required Holding Period for such stock dividend and/or rights shall be measured from the commencement of the Required Holding Period for the Award with respect to which the dividend was declared and/or rights granted. In the event of a cash dividend on Award or a Share, the Trustee shall deduct all taxes and mandatory payments from the dividend proceeds in compliance with applicable withholding requirements before transferring the dividend proceeds to the Eligible 102 Participant.

4.6. If an Award which is granted as a 102 Trustee Grant is exercised or vests during the Required Holding Period, the Share issued upon such exercise or vesting shall be issued in the name of the Trustee for the benefit of the Eligible 102 Participant. If such Share is issued after the Required Holding Period has lapsed, the Shares issued upon such exercise or vesting shall, at the election of the Eligible 102 Participant, either (i) be issued in the name of the Trustee, or (ii) be transferred to the Eligible 102 Participant directly, provided that the Eligible 102 Participant first complies with all applicable provisions of the Plan, this Appendix and Section 102 and pays all taxes which apply on the Shares or to such transfer of Share.

4.7. To avoid doubt, notwithstanding anything to the contrary in the Plan, this Appendix and/or any Award agreement, no grant qualifying as a 102 Trustee Grant shall be substituted for payment in cash or any other form of consideration, including an Award or Share, in the absence of an explicit approval of the ITA in advance for such substitution.

4.8. Upon receipt of 102 Trustee Grant, the Eligible 102 Participant will sign an undertaking to release the Trustee from any liability in respect of any action or decision duly taken and bona fide executed in relation with this Appendix, or any 102 Trustee Grant Share granted to him thereunder.

5. Exercise Of Awards

6.1 Awards shall be exercised by the Eligible 102 Participant by giving a written notice to the Company and/or to any third party designated by the Directors (the “**Representative**”), in such form and method as may be determined by the Directors and, when applicable, by the Trustee, in accordance with the requirements of Section 102, which exercise shall be effective upon receipt of such notice by the Company and/or the Representative and the payment of the exercise price for the number of Shares with respect to which the option is being exercised, at the Company’s or the Representative’s principal office. The notice shall specify the number of Shares with respect to which the option is being exercised.

6. Assignability.

6.1. As long as Award or Share are held by the Trustee on behalf of the Eligible 102 Participant, all rights of the Eligible 102 Participant over the Award or Share are personal, can not be transferred, assigned, pledged or mortgaged (each a “**Transfer**”), other than by will or laws of descent or as specifically otherwise allowed under the Plan, and during the lifetime of the Eligible 102 Participant each and all of such Eligible 102 Participant's rights to purchase Shares hereunder shall be exercisable only by the Eligible 102 Participant.

7. Any such Transfer made directly or indirectly, for immediate or future effect, shall be void.

8. Tax Consequences.

6.1 Any tax consequences arising from the grant or exercise or vesting of any Award, from the payment for Shares covered thereby, or from any other event or act (of the Company, and/or its Affiliates, and the Trustee or the Eligible Employee), hereunder, shall be borne solely by the Eligible Employee. The Company and/or its Affiliates, and/or the Trustee shall be entitled to withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source. Furthermore, the Eligible Employee shall agree to indemnify the Company and/or its Affiliates and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Eligible Employee. The Company or any of its Affiliates and the Trustee may make such provisions and take such steps as it may deem necessary or appropriate for the withholding of all taxes required by law to be withheld with respect to Award granted under the Plan and this Appendix and the exercise or vesting or sale thereof, including, but not limited, to (i) deducting the amount so required to be withheld from any other amount then or thereafter payable to an Eligible Employee, and/or (ii) requiring an Eligible Employee to pay to the Company or any of its Affiliates the amount so required to be withheld as a condition of the issuance, delivery, distribution or release of any Share, and/or (iii) by causing the exercise of an Award and/or the sale of Share held by or on behalf of an Eligible Employee to cover such liability, up to the amount required to satisfy minimum statutory withholding requirements. In addition, the Eligible Employees will be required to pay any amount which exceeds the tax to be withheld and remitted to the tax authorities, pursuant to applicable tax laws, regulations and rules.

6.2 With respect to Non-Trustee Grants, if the Eligible 102 Participant ceases to be employed by the Company or any Affiliate, the Eligible 102 Participant shall extend to the Company and/or its Affiliate a security or guarantee for the payment of tax due at the time of sale of Share to the

satisfaction of the Company, all in accordance with the provisions of Section 102 of the ITO and the ITO Rules.

9. Governing Law and Jurisdiction.

The Plan and all Awards (including, without limitation, Options) granted thereunder are governed by the laws of the State of Victoria, Australia, excluding the principles of conflicts of laws thereof; provided, however, that all aspects of an Award which relate to Section 102 of the Ordinance, the rules and regulations promulgated thereunder, the Israeli Appendix, the Trust Agreement and/or Section 3(i) of the Ordinance, shall be governed by and interpreted in accordance with the laws of the State of Israel, without giving effect to the principles of the conflicts of laws thereof. All Options and Shares shall be subject to the laws and requirements of the State of Israel and the terms and conditions on which an Option is granted are deemed modified to the extent necessary or advisable to comply with the applicable Israeli laws.

10. Securities Laws.

Without derogation from any provisions of the Plan, all Awards pursuant to this Appendix shall be subject to compliance with applicable securities laws, and the rules and regulations promulgated thereunder.

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