

EVENT Hospitality &  
Entertainment Limited

Executive Performance Rights  
Plan Rules

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# 1 Definition and Interpretation

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## 1.1 Definitions

<b>Term</b>	<b>Meaning</b>
<b>Allocate</b>	means: <ul style="list-style-type: none"><li>• the issue of a Share to or for the benefit of;</li><li>• procuring the transfer of a Share (via the purchase on-market or via an off-market transfer) to of for the benefit of; or</li><li>• procuring the setting aside of a Share for or on behalf of, a Participant (or his or her personal representative)</li></ul>
<b>ASX</b>	ASX Limited ACN 008 624 691 or the Australian Securities Exchange, as the context requires
<b>ASX Listing Rules</b>	the official Listing Rules of the ASX as they apply to the Company from time to time
<b>Board</b>	the board of directors of the Company, any committee of the Board or a duly authorised person or body to which the Board has delegated its powers under this Plan
<b>Company</b>	EVENT Hospitality & Entertainment Limited, ACN 000 005 103
<b>Dealing</b>	in relation to a Performance Right or Share (as the case may be), any dealing, including but not limited to: <ul style="list-style-type: none"><li>(a) a sale, transfer, assignment, encumbrance, option, swap, any alienation of all or any part of the rights attaching to the Performance Right or Share; and</li><li>(b) any hedging, trading in financial products issued over the Company's securities by third parties or trading in associated products which operate to limit the economic risk of holding a Performance Right or Share</li></ul>
<b>Eligible Employee</b>	an employee of the Group (including a director employed in an executive capacity, but not including any non-executive director) or any other person who is declared by the Board to be eligible to participate in the Plan

<b>Financial Misstatement Circumstance</b>	a misstatement or omission in the financial statements of a Group Company or any other circumstances or events which, in the opinion of the Board, may, or are likely to, affect the Group's financial soundness or require re-statement of the Group's financial accounts, including, without limitation, as a result of misrepresentations, errors, omissions or negligence
<b>Group</b>	the Company and its Subsidiaries from time to time
<b>Group Company</b>	any company that is a member of the Group
<b>Offer</b>	an invitation to an Eligible Employee made by the Board under rule 2.1 to apply for, or participate in a grant of Performance Rights
<b>Participant</b>	a person who holds a Performance Right or Share under the terms of this Plan from time to time
<b>Performance Right</b>	an entitlement to a Share subject to satisfaction of any applicable conditions (including any Vesting Conditions). Unless an Offer expressly states otherwise, a Performance Right does not carry any dividend, voting or other shareholder entitlements.
<b>Plan</b>	the EVENT Hospitality & Entertainment Limited Executive Performance Rights Plan as set out in these Rules
<b>Rules</b>	the terms and conditions of the Plan as set out in this document as amended from time to time
<b>Share</b>	a fully paid ordinary share in the capital of the Company
<b>Subsidiary</b>	means a body corporate which is a subsidiary of the Company within the meaning of section 9 of the Corporations Act
<b>Takeover Bid</b>	has the meaning given in section 9 of the Corporations Act
<b>Takeover Event</b>	any of: <ul style="list-style-type: none"> <li>• a Takeover Bid being made for Shares in the Company (for these purposes, a Takeover Bid will be made when a bidder serves its bidder's statement on the Company);</li> </ul>

	<ul style="list-style-type: none"> <li>the Board recommending that shareholders accept any Takeover Bid for Shares in the Company; and</li> <li>a Takeover Bid for Shares in the Company becoming unconditional.</li> </ul>
<b>Total and Permanent Disablement</b>	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 Participant 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.
<b>Trust Deed</b>	the trust deed made between the Company and a trustee for the purposes of the Plan as amended from time to time
<b>Trustee</b>	the trustee under the Trust Deed
<b>Vesting Condition</b>	conditions, including any performance or service condition, which must be satisfied before a Performance Right vests under these Rules

## 1.2 Interpretation

In the 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;
- (b) any reference in the Plan to any statute or statutory instrument includes a reference to that statute or statutory instrument 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; and
- (d) 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.

## 2 Grants of Performance Rights

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### 2.1 Invitations

- (a) The Board may, from time to time, in its absolute discretion, invite Eligible Employees to participate in a grant of Performance Rights upon the terms set out in the Plan and upon such additional terms as the Board determines.

- (b) Where the Board invites an Eligible Employee to participate in a grant in accordance with rule 2.1(a), acceptance of the Offer must be made in accordance with the instructions that accompany the Offer.
- (c) Nothing limits the Board's ability to treat the conduct of an Eligible Employee in respect of an Offer (including the failure of an Eligible Employee to lodge an election not to participate within the time specified in the instructions accompanying the Offer) as valid acceptance of that Offer under these Rules.

## 2.2 Information to be provided to Eligible Employees

The Board will advise each Eligible Employee of the following information regarding Performance Rights:

- (a) the number of Performance Rights being offered, or the method by which the number will be calculated;
- (b) the period or periods during which Performance Rights may vest;
- (c) the circumstances in which Performance Rights lapse;
- (d) the amount (if any) that will be payable upon the grant of a Performance Right;
- (e) any applicable Vesting Conditions;
- (f) exercise conditions (if any) that must be satisfied prior to the exercise of a vested Performance Right;
- (g) any restrictions (including the period of restriction) on Dealing in relation to Shares acquired on vesting (and exercise, if applicable) of a Performance Right.

## 2.3 Offer terms take precedence

The conditions advised to an Eligible Employee by the Board at the time of an Offer shall prevail over any other provision of these Rules to the extent of any inconsistency.

## 2.4 Grants to or for the benefit of Eligible Employees

Unless otherwise specified in the conditions of the Offer, the Board will grant Performance Rights in the name or for the benefit of the Eligible Employee.

# 3 Prohibited Dealings

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- (a) Any Dealing in respect of a Performance Right is prohibited, unless the Board determines otherwise.
- (b) Where the Participant Deals or purports to Deal with a Performance Right other than in accordance with rule 3(a), the Performance Right will immediately lapse.
- (c) The Company may implement any procedure it considers appropriate to restrict a Participant from Dealing in Shares Allocated in respect of a vested Performance Right in accordance with any restriction advised to the Participant in the Offer (including through the imposition of a holding lock or requiring that the Shares be held in trust on behalf of a Participant).

## 4 Exercise, vesting and lapse of Performance Rights

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### 4.1 Exercise pre-conditions

- (a) The Board may, but need not, determine the form and manner in which a Performance Right granted under the Plan may be exercised. If the Board makes such a determination, the Performance Right is an exercisable Performance Right, and exercise will be effected in the form and manner determined by the Board
- (b) If the Board does not determine the form and manner in which a Performance Right granted under the Plan may be exercised pursuant to rule 4.1(a), the Performance Right does not need to be exercised and a Share will be Allocated as soon as practicable following vesting without any further action on the part of the Participant.

### 4.2 Vesting

- (a) Subject to any express rule to the contrary a Performance Right will only vest (and become exercisable, if applicable) if the Board determines that any conditions advised to the Participant by the Board pursuant to rule 2.2 have been satisfied.
- (b) Where Performance Rights vest or are exercised (as applicable), the Company must Allocate the number of Shares in respect of which the Performance Rights have vested or been exercised (as the case may be).

### 4.3 Lapse

A Performance Right will lapse, unless the Board determines otherwise, upon the earliest to occur of:

- (a) 7 years or any other date (whether more or less than 7 years) specified by the Board for the purposes of rule 2.2(c);
- (b) lapse in accordance with these Rules (including in accordance with a term of an Offer); or
- (c) failure to meet any applicable Vesting Condition within the prescribed period.

## 5 Cessation of Employment

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### 5.1 Default treatment

- (a) Unless the Board determines otherwise pursuant to rule 5.1(b), where a Participant ceases to be an employee of a Group Company:
- (1) by reason of termination for cause, all Performance Rights held by the Participant will lapse; or
  - (2) for any other reason, including but not limited to:
    - his or her death,
    - Total and Permanent Disablement,
    - redundancy,
    - retirement;
    - resignation;
    - termination by agreement;
    - the Group Company with which the Participant was employed ceasing to be a member of the Group, or a Group Company selling a business it conducts other than to another Group Company,

all of a Participant's Performance Rights will continue to be held by, or on behalf of, the Participant (or by his or her estate or representative) subject to this Plan and the relevant conditions advised to the Participant by the Board pursuant to rule 2.2, as though the Participant had not ceased employment.
- (b) The Board, in its discretion, may determine any other treatment prior to or within 60 days of the Participant ceasing to be an employee of a Group Company. This discretion includes but is not limited to determining that some or all of a Participant's Performance Rights, as applicable:
- (1) lapse;
  - (2) are only exercisable for a prescribed period and will otherwise lapse;
  - (3) vest; and/or
  - (4) are no longer subject to some of the restrictions (including any Vesting Condition) that previously applied,
- as a result of the Participant ceasing employment.
- (c) If the Board makes a determination under rule 5.1(b), the Company will promptly give written notice to the affected Participant of the outcome of the determination, including any relevant conditions, if any, determined by the Board.
- (d) Notwithstanding the default treatment set out in these rules, the Board may specify in the Offer an additional or different treatment that will apply on cessation of the Participant's employment.

### 5.2 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 exercise, if applicable) or cessation of restrictions on a Share Allocated under the Plan will be treated for those purposes as not having ceased to be such an employee.

### 5.3 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 or Shares Allocated under this Plan 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.

## 6 Preventing inappropriate benefits

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- (a) Where, in the opinion of the Board, a Participant acts fraudulently or dishonestly, any Performance Rights held by the Participant and any Shares Allocated under this Plan that remain subject to restrictions, will lapse or be deemed to be forfeited (as applicable) unless the Board determines otherwise.
- (b) Where, in the opinion of the Board:
  - (1) a Participant is in breach of his or her obligations to the Group;
  - (2) there is a material Financial Misstatement Circumstance; or
  - (3) the Company is required by or entitled under law or Company policy to reclaim an overpaid bonus or other amount from a Participant,

the Board may, subject to applicable laws, determine any treatment in relation to the Participant to ensure no inappropriate or unfair benefit is obtained by the Participant.
- (c) For the purposes of 6(a) and 6(b), the Board may, without limitation:
  - (1) deem any Performance Rights held by the Participant to have lapsed;
  - (2) reset or vary the Vesting Conditions or impose new or additional Vesting Conditions;
  - (3) where Shares have been Allocated to a Participant:
    - (A) deem all or any Shares to be forfeited;
    - (B) require the Participant to pay all or part of the net proceeds of sale to the Company as a debt if any Shares have been sold; and/or



- (C) withhold any dividend or, where a dividend has already been paid, require it to be repaid as a debt; and/or
- (d) The Company will notify the Participant as soon as reasonably practicable where it exercises its discretion under this rule 6.
- (e) Whenever a Participant becomes liable to pay a debt under this rule, the debt is payable within 30 days of the Participant receiving notification from the Company of the amount owed.
- (f) Nothing in this rule limits the ability of the Company and a Participant to agree to different or additional lapse, forfeiture, repayment or offset arrangements.
- (g) Where a Participant forfeits Shares in accordance with these Rules (including but not limited to forfeiture under this rule 7), the Shares will be forfeited in the following way:
  - (1) where the Shares are held by the Participant, the Participant is deemed to have agreed to dispose of his or her legal and/or beneficial interest (as appropriate) in such Shares for total aggregate consideration of A\$1.00 (payable at the request of the Participant) and the Shares will be transferred into the name of the Company's nominee. The Participant irrevocably appoints, for the purposes of this rule, the company secretary of the Company, or any other officer of the Company, as his or her attorney to effect the transfer, including by executing a share transfer form; and
  - (2) where the Shares are held by the Trustee, the Participant's rights in the Shares will be extinguished for total aggregate consideration of A\$1.00 (payable at the request of the Participant) and the Company may, at any time in the future, direct the Trustee to hold the Share for the benefit of an Eligible Employee or a different or new Participant (and, pending such direction, the Share shall comprise general trust property).

## 7 Power to adjust Performance Rights

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- (a) The Board may make any adjustments it considers appropriate to the terms of a Performance Right granted to a Participant in order to minimise or eliminate any material advantage or disadvantage to a Participant resulting from a corporate action such as a capital raising or capital reconstruction.
- (b) Without limiting rule 7(a), if:
  - (1) Shares are issued pro rata to the Company's shareholders generally by way of a bonus issue (other than an issue in lieu of dividends or by way of a dividend reinvestment) involving capitalisation of reserves of distributable profits;
  - (2) Shares are issued pro rata to the Company's shareholders generally by way of a rights issue; or
  - (3) any reorganisation (including consolidation, subdivision, reduction or return) of the issued capital of the Company is effected,

the number of Performance Rights, or the number of Shares to which the Performance Rights relate, or any amount payable by the Participant or the Company on vesting (and exercise, if applicable) of the Performance Rights (or both the number and amount payable if appropriate) will be adjusted in the manner determined by the Board, having regard to the ASX Listing Rules and the general principle set out in rule 7(a).

- (c) Where additional Performance Rights are granted to the Participant under this rule 7, such Performance Rights will be subject to the same terms and conditions as the original Performance Rights granted to the Participant unless the Board determines otherwise.
- (d) The Board must as soon as reasonably practicable after making any adjustments under this rule 7, give notice in writing of the adjustment to any affected Participant.

## 8 Takeover, Scheme of Arrangement and Winding-up

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### 8.1 Takeovers, compromises, arrangements and other transactions

- (a) In any of the following events, the Board may, in its absolute discretion, determine that all or a specified number of a Participant's unvested Performance Rights vest having regard to all relevant circumstances:
  - (1) a Takeover Event;
  - (2) a Court orders a meeting to be convened in relation to a proposed compromise or arrangement for the purposes of, or in connection with;
    - (A) a scheme which would, if it becomes effective, result in any person (either alone or together with its related bodies corporate) owning all of the shares in the Company; or
    - (B) a scheme for the reconstruction of the Company or its amalgamation with any other company or companies;
  - (3) members of the Company approve any compromise or arrangement referred to in rule 8.1(a)(2);
  - (4) any person becomes bound or entitled to acquire shares in the Company under:
    - (A) any compromise or arrangement referred to in rule 8.1(a)(2) which has been approved by the Court;
    - (B) section 414 of the Corporations Act; or
    - (C) Part 6A.1 or Part 6A.2 of the Corporations Act;
  - (5) a resolution is proposed to be put to shareholders proposing a voluntary winding up;
  - (6) an order is sought for the compulsory winding up of the Company; or
  - (7) the Board in its discretion determines that any other transaction, event or state of affairs should be treated as set out in this rule 8.1.
- (b) Where the Board makes a determination pursuant to rule 8.1(a), the Board will, as soon as practicable, give written notice to each Participant of the number of Performance Rights that have vested.
- (c) If the Board determines that only some of a Participant's unvested Performance Rights will vest, all Performance Rights that remain unvested will lapse unless the Board determines otherwise.
- (d) Where an event described in paragraphs 8.1(a)(1) to (7) above occurs, the Board may, in its absolute discretion, determine that any vested Performance Rights that are exercisable pursuant to rule 4.1(a) (including those that vest in accordance with rule 8.1(a)):

- (1) will be exercisable for a period specified by the Board notified to the Participant; and
- (2) will lapse if not exercised within the specified period.

## 8.2 Effect on Shares

If the Board makes a determination for the purposes of rule 8.1(a), then, unless the Board determines otherwise:

- (a) all Dealing restrictions in respect of Shares Allocated under the Plan will cease to have effect; and
- (b) where such Shares are held on behalf of the Participant, the Company will require the Trustee to arrange for the Shares to be transferred into the name of the Participant.

## 8.3 Acquisition of shares in Acquiring Company

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

## 9 Withholding

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- (a) If the Company or any Group Company is obliged, or reasonably believes it may have an obligation, as a result of or in connection with:
  - (1) the grant of Performance Rights to a Participant, or the vesting or exercise of such Performance Rights; or
  - (2) the Allocation of any Shares to, or for the benefit of, a Participant, to account for income tax or employment taxes under any wage, withholding or other arrangements or for any other tax, social security contributions or levy or charge of a similar nature, then the Company is entitled to be reimbursed by the Participant for the amount or amounts so paid or payable.
- (b) Where rule 9(a) applies, the Company is not obliged to grant the Performance Rights or to Allocate Shares to the Participant unless the Company is satisfied that arrangements have been made for reimbursement. Those arrangements may include, without limitation:
  - (1) the sale, on behalf of the Participant, of Shares issued or transferred or otherwise to be Allocated to the Participant and where this happens, the Participant will also reimburse the costs of any such sale (e.g. stamp duty, brokerage, etc); or
  - (2) the lapse or forfeiture of a sufficient number of Performance Rights and/or Shares to satisfy the debt the Participant owes to the Company. Unless the Company and the Participant agree to use a different valuation, any Performance Rights lapsed and/or Shares forfeited under this rule will be valued based on the volume weighted average price of Shares traded on the ASX in the five trading days up to and including the date of lapse or forfeiture.

## 10 Amendments

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### 10.1 Power to make amendments

- (a) Subject to rule 10.2, the Board may at any time by resolution:
- (1) amend or add to (**amend**) all or any of the provisions of the Plan;
  - (2) amend the terms or conditions of any Performance Right granted under the Plan; or
  - (3) suspend or terminate the operation of the Plan.
- (b) Notwithstanding rule 10.2, the Board may waive, amend or replace any performance measure in a Vesting Condition attaching to a Performance Right if the Board determines that the original Vesting Condition 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 Restrictions on amendments

Without the consent of the Participant, the Board may not exercise its powers under rule 10.1(a) in a manner which reduces the rights of the Participant in respect of any granted Performance Right other than an amendment introduced primarily:

- (a) for the purpose of complying with or conforming to present or future laws governing or regulating the maintenance or operation of the Plan or similar Plans, in any jurisdiction in which grants or invitations under the Plan have been made;
- (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 other things, adverse rulings, changes to tax legislation and/or changes in the interpretation of tax legislation by a court of competent jurisdiction.

## 11 Participants based overseas

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### 11.1 Overseas transfers

If a Participant is transferred to work in another country as an officer or employee of the Group and, as a result of that transfer, the Participant would:

- (a) suffer a tax disadvantage in relation to their Performance Rights (this being demonstrated to the satisfaction of the Board); or
- (b) become subject to restrictions on their ability to Deal with the Performance Rights or to hold or Deal in the Shares or the proceeds of the Shares that are Allocated on vesting (and exercise, if applicable), because of the security laws or exchange control laws of the country to which he or she is transferred,

the Board may decide that the Performance Rights will vest on a date it chooses before or after the transfer takes effect. The Performance Rights will vest to the extent permitted by the Board and will not lapse as to the balance.

## 11.2 Non-Australian residents

When Performance Rights are granted 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 the Company in relation to the Performance Rights.

## 12 Miscellaneous

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### 12.1 Shares issued under the Plan

- (a) Any Shares issued under the Plan will rank equally in all respects with other Shares for the time being on issue by the Company except as regards any rights attaching to such Shares by reference to a record date prior to the date of their issue.
- (b) While the Company is listed, the Company will apply for quotation of Shares issued under the Plan within the period required by ASX.

### 12.2 Rights and obligations of Participant

- (a) Unless the subject of an express provision in an employment contract, the rights and obligations of any Participant under the terms of their office, employment or contract with the Group are not affected by their participation in the Plan.
- (b) These Rules will not form part of and are not incorporated into any contract of any Participant (whether or not they are an employee of the Group).
- (c) Nothing in these Rules confers on a Participant the right to continue as an employee of the Group or affects any rights which the Group may have to terminate the employment of any employee.
- (d) The grant of Performance Rights on a particular basis in any year does not create any right or expectation of the grant of Performance Rights or any other security on the same basis, or at all, in any future year.
- (e) No Participant has any right to compensation for any loss in relation to the Plan, including without limitation:
  - (1) any loss or reduction of any rights or expectations under the Plan in any circumstances or for any reason (including lawful or unlawful termination of employment or the employment relationship);
  - (2) any exercise of a discretion or a decision taken in relation to a grant of Performance Rights or in relation to the Plan, or any failure to exercise a discretion under these rules; or
  - (3) the operation, suspension, termination or amendments of the Plan.

### 12.3 Power of the Board

- (a) The Plan is administered by the Board which has power to:
  - (1) determine appropriate procedures for administration of the Plan consistent with these rules including so as to implement an employee share trust for the purposes of delivering and holding Shares on behalf of Participants upon Allocation; and

- (2) 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.
- (b) Except as otherwise expressly provided in the Plan, the Board has absolute and unfettered discretion to act or refrain from acting under or in connection with the Plan and in the exercise of any power or discretion under the Plan.

## 12.4 Waiver of terms and conditions

Notwithstanding any other provisions of the Plan, the Board may at any time waive in whole or in part any terms, conditions or restrictions (including any Vesting Condition) in relation to any Performance Rights granted to any Participant.

## 12.5 Dispute or disagreement

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

## 12.6 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 the Group, either to the Participant's last known address, 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 post, it is deemed to have been received 48 hours after it was put into the post properly addressed and stamped. Where a notice or other communication is given by facsimile or email, it is deemed to have been received on completion of transmission.

## 12.7 Data protection

Subject to any applicable laws, by participating in the Plan, the Participant consents to the holding and processing of personal data provided by the Participant to the Company for all purposes relating to the operation of the Plan. These include, but are not limited to:

- (a) administering and maintaining Participant records;
- (b) providing information to trustees of any employee benefit trust, registrars, brokers or third party administrators of the Plan;
- (c) providing information to any regulatory authority (including the Australian Taxation Office) where required under law; and
- (d) providing information to future purchasers of the Company or the business in which the Participant works.

## 12.8 Laws governing Plan

The Plan is governed by and must be construed in accordance with the laws of New South Wales and the Commonwealth of Australia.