

DATED 23 NOVEMBER 2018

**BETMAKERS TECHNOLOGY GROUP LTD
LONG TERM INCENTIVE PLAN
RULES**

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BETMAKERS TECHNOLOGY GROUP LTD

LONG TERM INCENTIVE PLAN RULES

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 In these Rules, unless the context otherwise requires, the following terms and expressions will have the following meanings:

"Applicable Law" means any one or more or all, as the context requires of:

- (a) the Corporations Act;
- (b) the Listing Rules;
- (c) the Constitution;
- (d) the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth), each as amended from time to time;
- (e) any practice note, policy statement, regulatory guide, class order, declaration, guideline, policy, procedure, ruling, judicial interpretation or other guidance note made to clarify, expand or amend (a), (b), and (d) above; and
- (f) any other legal requirement that applies to the Plan;

"Application" means an application by an Eligible Employee to participate in the Plan made in response to an Invitation Letter;

"ASIC" means the Australian Securities and Investments Commission;

"ASX" means the ASX Limited (ABN 98 008 624 691) trading as the Australian Securities Exchange;

"Bad Leaver" means, unless otherwise determined by the Board in its sole and absolute discretion, a Participant who ceases employment or office with any member of the Group in any of the following circumstances:

- (a) the Participant resigns from their employment or office;
- (b) the employment of the Participant is terminated due to poor performance; or
- (c) the Participant's employment is terminated, or the Participant is dismissed from their office, for any of the following reasons:
 - (i) the Participant has committed any serious or persistent breach of the provisions of any employment or director contract entered into by the Participant with any member of the Group;
 - (ii) the Participant being guilty of fraudulent or dishonest conduct in the performance of the Participant's duties, which in the reasonable opinion of the relevant member of the Group effects the Participant's

suitability for employment with that member of the Group, or brings the Participant or the Group into disrepute;

- (iii) the Participant has been convicted of any criminal offence which involves fraud or dishonesty;
- (iv) the Participant has committed any wrongful or negligent act or omission which has caused any member of the Group substantial liability;
- (v) the Participant has become disqualified from managing corporations or has committed any act that may result in the Participant being banned from managing a corporation under any applicable securities law; or
- (vi) the Participant has committed serious or gross misconduct, wilful disobedience or any other conduct justifying termination of employment without notice;

"Board" means the board of directors of the Company, a committee appointed by the board of directors of the Company as constituted from time to time, or any person who is provided with delegated authority by the board of directors from time to time, as delegated in accordance with clause 21.2;

"Business Day" means a day on which banks are open for general banking business in New South Wales, excluding Saturdays, Sundays or public holidays in New South Wales;

"Buy-Back" means the purchase by the Company of Options or Performance Rights prior to their exercise, or the buy-back by the Company of Plan Shares pursuant to clause 14;

"Cancel" means the deletion of Options, Performance Rights and/or Plan Shares by the Company for payment of any consideration to the relevant Participant as required under clause 15 and **"Cancellation"** and **"Cancelled"** has a similar meaning;

"Certificate" means the certificate issued by the Company to a Participant in respect of an Option or a Performance Right (as the case may be);

"Change of Control Event" means:

- (a) where a person or entity becomes a legal or beneficial owner of 50% or more of the issued share capital of the Company;
- (b) where a person or entity becomes entitled to, acquires, holds or has an equitable interest in more than 50% of the issued share capital of the Company; or
- (c) the Board determines that there are circumstances that have occurred or are likely to occur which will result in significant changes to the structure or control of the Company which may adversely affect the value of the Options and Performance Rights;

"Company" means BetMakers Technology Group Ltd (ACN 164 521 395);

"Constitution" means the constitution of the Company, as amended from time to time;

"Corporations Act" means the *Corporations Act 2001* (Cth), as amended from time to time;

"Director" means a director of any member of the Group;

"Eligible Employee" means:

- (a) any Director or Employee who is declared by the Board in its sole and absolute discretion to be eligible to receive grants of Options and/or Performance Rights under the Plan; or
- (b) any other person who is declared by the Board in its sole and absolute discretion to be eligible to receive grants of Options and/or Performance Rights under the Plan;

"Employee" means a full-time or part-time employee of any member of the Group;

"Exercise Period" means the period up to the Expiry Date during which a vested Option may be exercised, and as determined by the Board under clause 8.1;

"Exercise Price" means the exercise price payable by a Participant to acquire a Plan Share upon the exercise of an Option as specified by the Board in the Invitation in its sole and absolute discretion;

"Expiry Date" means:

- (a) the date fifteen years from the Grant Date of the Options or Performance Rights (as the case may be); or
- (b) any other date determined by the Board and as specified in the Invitation,

after which the Options and/or Performance Rights lapse and may no longer be exercised;

"Fee" means any fee payable by a Participant to the Company on the grant of an Option and/or Performance Right to the Participant, and as determined by the Board in its sole and absolute discretion;

"Forfeiture Conditions" means any criteria, requirements or conditions as determined by the Board (as specified in the Invitation Letter) or under these Rules which if met (notwithstanding the satisfaction or waiver of any Performance Hurdles and Vesting Conditions) will result in a Participant forfeiting Options and/or Performance Rights (as the case may be);

"Good Leaver" means a Participant who ceases employment or office with any member of the Group and is not a Bad Leaver;

"Grant Date" means the date on which Options or Performance Rights (as the case may be) are granted to a Participant following the acceptance of an Application;

"Group" means the Company and its Related Bodies Corporate;

"Invitation" means an invitation to an Eligible Employee to apply for the grant of Options and/or Performance Rights (as the case may be) under these Rules;

"Invitation Letter" means a letter from the Company to an Eligible Employee, which contains the Invitation;

"Issued Capital" means issued ordinary shares whether fully paid or not;

"Listing Rules" means the listing rules, market rules or operating rules of a financial market in respect of which the Company's shares are quoted or are the subject of an application for quotation, including but not limited, the listing rules of the ASX;

"Market Value" means:

- (a) in relation to Options and Performance Rights, a value determined by application of a valuation methodology approved by the Board; and
- (b) in relation to Plan Shares, the average "volume weighted average market price" (as that term is defined in the Listing Rules) per Share during the previous five trading days;

"Nominal Consideration" means the payment to a Participant of \$10;

"Notice of Exercise" means a notice of exercise of Options in the form determined by the Board from time to time;

"Offer" means an offer to an Eligible Employee to apply for the grant of Options and/or Performance Rights under this Plan;

"Option" means an option granted under this Plan to subscribe for, acquire and/or be allocated (as determined by the Board in its sole and absolute discretion) one Plan Share subject to the satisfaction of any Vesting Conditions and/or Performance Hurdles, and payment of the relevant Exercise Price (if any);

"Participant" means a person who has been offered Options and/or Performance Rights and who has returned a corresponding Application to the Company that has been accepted by the Company pursuant to these Rules;

"Performance Hurdles" means any ongoing minimum performance requirements (as specified in the Invitation Letter and determined by the Board in its sole and absolute discretion) which must be met prior to Options and/or Performance Rights (as the case may be) vesting in a Participant;

"Performance Right" means an entitlement of a Participant granted under this Plan to subscribe for, acquire and/or be allocated (as determined by the Board in its sole and absolute discretion) one Plan Share subject to the satisfaction of any Vesting Conditions and/or Performance Hurdles. For the avoidance of doubt, a Performance Right has a nil Exercise Price;

"Plan" means the BetMakers Technology Group Ltd Long Term Incentive Plan established in accordance with these Rules;

"Plan Share" means any Share issued or transferred to a Participant upon exercise of an Option, or any Share issued or transferred to a Participant upon automatic exercise of a Performance Right;

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

"Rules" means these rules in respect of the operation of the Plan, as amended from time to time and includes all addendums and schedules to these rules;

"Securities" has the meaning given in the ASX Listing Rules;

"Security Interest" means a mortgage, charge, pledge, lien, encumbrance or other third party interest of any nature;

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

"Share Trading Policy" means any Company share trading policy as amended from time to time;

"Shareholder" means any holder of Issued Capital of the Company;

"Shareholder Approval" means any prior consent or affirming resolution that needs to be obtained from Shareholders before an action is taken or determination made under these Rules;

"Term" means the period commencing on the Grant Date and ending on the Expiry Date (inclusive);

"Vesting Condition" means any time based requirement or condition (as specified in the Invitation Letter and determined by the Board in its sole and absolute discretion) which must be met prior to Options and/or Performance Rights (as the case may be) vesting in a Participant; and

"Vesting Notification" means a notice from the Board to a Participant informing the Participant that the Participant's Options have vested and are exercisable and/or that the Participant's Performance Rights have vested and will be automatically exercised.

Interpretation

1.2 In these Rules, unless otherwise stated or the contrary intention appears:

1.2.1 the singular includes the plural and vice versa;

1.2.2 a gender includes all genders;

1.2.3 a reference to any legislation includes any modification or replacement of it and all regulations and statutory instruments issued under it and a reference to any provision of any legislation includes any modification or substitution of it;

1.2.4 a reference to a person includes a reference to the person's executors, administrators and successors or a body corporate including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

1.2.5 in these Rules any reference to include means to include without limitation; and

1.2.6 references to dollars and \$ are references to Australian dollars and all amounts payable under these rules are payable in Australian dollars.

Applicable Laws

1.3 These Rules, the offering and granting of any Options and Performance Rights, the issuing and/or transferring of Plan Shares, and the rights attaching to or interests in the Options, Performance Rights and Plan Shares, will at all times be subject to all Applicable Laws.

Rounding

- 1.4 Where any calculation or adjustment to be made pursuant to these Rules produces a fraction of a cent or a fraction of an Option, a Performance Right or a Plan Share, the fraction will be eliminated by rounding to the nearest whole number.

Headings

- 1.5 Headings are inserted in these Rules for convenience only and do not affect the interpretation of these Rules.

Constitution

- 1.6 The entitlements of Eligible Employees and Participants under these Rules are subject to the Constitution.
- 1.7 In the event of any inconsistency between these Rules and the Constitution, the terms of the Constitution will prevail to the extent of that inconsistency.

2. PURPOSE

The purpose of the Plan is to:

- 2.1.1 assist in the reward, retention and motivation of Eligible Employees;
- 2.1.2 link the reward of Eligible Employees to Shareholder value creation; and
- 2.1.3 align the interests of Eligible Employees with Shareholders by providing an opportunity to Eligible Employees to earn rewards via an equity interest in the Company based on creating Shareholder value.

3. COMMENCEMENT

The Plan will commence on a date determined by resolution of the Board.

4. MAXIMUM OPTION OR PERFORMANCE RIGHTS ALLOCATION

Unless prior Shareholder Approval is obtained, the Company must not make an Offer for Options and/or Performance Rights under this Plan, if immediately after the Offer is made, the sum of:

- 4.1.1 the total number of unissued Shares which may be acquired pursuant to the Offer under this Plan (for avoidance of doubt, unissued Shares which may be issued upon exercise of the Options or Performance Rights offered under the Offer); and
- 4.1.2 the total number of unissued Shares over which outstanding Options or Performance Rights have been granted or issued during the preceding three years under this Plan and any other Company employee incentive scheme (for the avoidance of doubt, any Options or Performance Rights which subsequently lapsed, expired or were bought back or cancelled within the three year period are not counted); and
- 4.1.3 the total number of Shares issued on exercise or conversion of Options or Performance Rights issued during the preceding three years under this Plan and any other Company employee incentive scheme (for the avoidance of doubt, any

Shares which were subsequently bought back within the three year period are not counted),

would exceed 15% of the total number of Shares on issue at the time of the Offer.

5. ELIGIBILITY AND GRANT

Participation

- 5.1 The Board may from time to time in its sole and absolute discretion determine that an Eligible Employee may participate in the Plan.

Selection

- 5.2 Following determination that an Eligible Employee may participate in the Plan, the Board may at any time and from time to time make an Invitation to the Eligible Employee.

Invitation

- 5.3 Subject to clause 6, the manner, form, content, timing and frequency of an Invitation Letter and Application will be as determined by the Board in its sole and absolute discretion.

Application

- 5.4 Unless otherwise determined by the Board in its sole and absolute discretion, an Eligible Employee who wishes to apply to participate in the Plan in response to an Invitation must, on or before the period of time allowed for acceptance of the Invitation, give an Application:

5.4.1 to the person specified in the Invitation;

5.4.2 in accordance with any instructions or conditions set out in the Invitation; and

5.4.3 on the acceptance by the Board of the Application, the notice confirming the issue of the Options and/or Performance Rights (as the case may be) will be accompanied by a Certificate.

Multiple Invitations

- 5.5 Unless otherwise determined by the Board in its sole and absolute discretion, the Board may make any number of issues to Eligible Employees, as set out in any Invitation Letter, notwithstanding that an issue or issues may have been previously made to any Eligible Employee.

6. OPTION AND PERFORMANCE RIGHT TERMS

Board determination

- 6.1 The terms and conditions of Options and/or Performance Rights offered or granted under these Rules to each Eligible Employee will be:

6.1.1 determined by the Board in its sole and absolute discretion and include as a minimum:

6.1.1.1 the number of Options and/or Performance Rights, and whether they are to be provided in a single or multiple tranches;

- 6.1.1.2 the Grant Date;
 - 6.1.1.3 the Fee (if any);
 - 6.1.1.4 the Performance Hurdles (if any);
 - 6.1.1.5 the Vesting Conditions (if any);
 - 6.1.1.6 in the case of an Option, the Exercise Price (if any);
 - 6.1.1.7 in the case of an Option, the Exercise Period;
 - 6.1.1.8 the Expiry Date and Term;
 - 1.1.1.1 the Forfeiture Conditions (if any);
 - 6.1.1.9 any rights attaching to the Plan Shares in respect of which the Options and Performance Rights (as the case may be) are exercisable; and
 - 6.1.1.10 any disposal restrictions attaching to the Plan Shares; and
- 6.1.2 set out in an Invitation Letter delivered to the Eligible Employee.

Option and Performance Right entitlements

- 6.2 Subject to the Board determining otherwise prior to an Invitation, each vested Option and each vested Performance Right entitles the Participant holding the Option or the Performance Right to subscribe for, or to be transferred, one Plan Share, in the case of an Option, on payment of the Exercise Price (if any).

Participant rights

- 6.3 A Participant who holds Options and/or Performance Rights is not entitled to:
- 6.3.1 notice of, or to vote at or attend, a meeting of the Shareholders unless and until the Options and/or Performance Rights are exercised and the Participant holds Plan Shares; or
 - 6.3.2 receive any dividends declared by the Company in respect of such Options and/or Performance Rights.

Conditions for vesting and exercise

- 6.4 The Board will determine prior to an Invitation being made and specify in the Invitation any Performance Hurdles and/or Vesting Conditions attaching to the Options and/or Performance Rights (as the case may be).
- 6.5 Options and/or Performance Rights (as the case may be) will only vest and be exercisable if the applicable Performance Hurdles and/or Vesting Conditions, in the Board's sole and absolute discretion, are deemed to have been satisfied.
- 6.6 The Board may permit, in its sole and absolute discretion, any number of Options and/or Performance Rights to vest prior to satisfaction of any relevant Performance Hurdles and/or Vesting Conditions.

No transfer of Options or Performance Rights

- 6.7 Options and/or Performance Rights granted under this Plan may not be assigned, transferred, encumbered with a Security Interest in or over them, or otherwise disposed of by a Participant, unless:
- 6.7.1 the prior written consent of the Board is obtained, which consent may impose such terms and conditions on such assignment, transfer, encumbrance or disposal as the Board sees fit; or
 - 6.7.2 such assignment or transfer occurs by force of law upon the death of a Participant to the Participant's legal personal representative.

Options and Performance Rights to be recorded

- 6.8 Options and Performance Rights will be recorded in the appropriate register of the Company.

7. EMPLOYEE SHARE TRUST

The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Plan Shares for Participants under the Plan and delivering Plan Shares to Participants upon exercise of the Options and/or Performance Rights (as the case may be).

8. EXERCISE OF OPTIONS AND PERFORMANCE RIGHTS

Exercise Period for Options

- 8.1 The Exercise Period for any Option will be as determined by the Board in its sole and absolute discretion.

Method of exercise

- 8.2 In the case of an Option, following the issuing of a Vesting Notification to the Participant, the vested Option is exercisable by the Participant within the Exercise Period specified by the Board in the Invitation Letter, subject to the Participant delivering to the registered office of the Company or such other address as determined by the Board:
- 8.2.1 a signed Notice of Exercise;
 - 8.2.2 subject to clause 8.5, a cheque or cash or such other form of payment determined by the Board in its sole and absolute discretion as satisfactory for the amount of the Exercise Price (if any); and
 - 8.2.3 the relevant Certificate, or documentary evidence satisfactory to the Board that the relevant Certificate was lost or destroyed.
- 8.3 In the case of a Performance Right, following the issuing of a Vesting Notification to the Participant, a vested Performance Right will be automatically exercised within the period specified by the Board in the Invitation Letter.

No issue unless cleared funds

- 8.4 Where a cheque is presented as payment of the Exercise Price on the exercise of Options, the Company will not, unless otherwise determined by the Board, allot and issue or transfer Plan

Shares until after the cheque delivered in payment of the Exercise Price has been cleared by the banking system.

Cashless exercise of Options

- 8.5 The Board may determine in its sole and absolute discretion that a Participant will not be required to provide payment of the Exercise Price of Options by cash, cheque or some other method acceptable to the Company, but that on exercise of the Options the Company will only allot and issue or transfer that number of Plan Shares to the Participant that are equal in value to the difference between the Exercise Price otherwise payable in relation to the Options and the then Market Value of the Plan Shares as at the time of the exercise (with the number of Plan Shares rounded down).

Minimum Exercise

- 8.6 Options must be exercised in multiples of 100 unless fewer than 100 Options are held by a Participant or the Board otherwise agrees.

Actions on exercise

- 8.7 On completion of the exercise of Options and/or Performance Rights (as the case may be):
- 8.7.1 the Options and/or Performance Rights will automatically lapse;
 - 8.7.2 the Company will allot and issue, or transfer, the number of Plan Shares for which the Participant is entitled to subscribe for or acquire through the exercise of such Options and/or Performance Rights (as the case may be); and
 - 8.7.3 issue a substitute Certificate(s) for any remaining Options and/or Performance Rights (as the case may be).

9. QUOTATION

Options and Performance Rights

- 9.1 Unless determined otherwise by the Board in its sole and absolute discretion, Options and Performance Rights issued under the Plan will not be quoted on the ASX.

Plan Shares

- 9.2 In respect of Plan Shares issued under the Plan, the Company shall apply to the ASX within a reasonable time after they are issued and any transfer restrictions under these Rules will be temporarily waived to the extent required to facilitate quotation of those Plan Shares.

10. GOOD LEAVER

- 10.1 Where a Participant who holds Options and/or Performance Rights becomes a Good Leaver:
- 10.1.1 all vested Options which have not been exercised will continue in force and remain exercisable until the Expiry Date, unless the Board in its sole and absolute discretion determines otherwise;
 - 10.1.2 all vested Performance Rights which have not been exercised will be immediately exercised; and

- 10.1.3 the Board may determine, in its sole and absolute discretion, the manner in which the unvested Options and/or Performance Rights will be dealt with, including but not limited to:
 - 10.1.3.1 allowing some or all of those Options and/or Performance Rights (as the case may be) to continue to be held by the Participant, and be subject to the existing Performance Hurdles and/or Vesting Conditions;
 - 10.1.3.2 undertaking a Buy-Back of some or all of those Options and/or Performance Rights; and/or
 - 10.1.3.3 requiring that any remaining Options and/or Performance Rights be automatically forfeited by the Participant for the payment by the Company to the Participant of Nominal Consideration.

11. BAD LEAVER

- 11.1 Where a Participant who holds Options and/or Performance Rights becomes a Bad Leaver:
 - 11.1.1 all vested Options which have not been exercised will continue in force and remain exercisable until the Expiry Date, unless the Board in its sole and absolute discretion determines otherwise;
 - 11.1.2 all vested Performance Rights which have not been exercise will be immediately exercised, unless the Board in its sole and absolute discretion determines otherwise; and
 - 11.1.3 all unvested Options and/or Performance Rights will automatically be forfeited by the Participant for the payment by the Company to the Participant of Nominal Consideration.

12. LAPSE OF OPTIONS AND/OR PERFORMANCE RIGHTS

Lapsing events

- 12.1 Unless the Board otherwise determines in its sole and absolute discretion, Options and Performance Rights will lapse on the earlier of:
 - 12.1.1 the cessation of employment or office of a Participant (other than in accordance with clauses 10 and 11);
 - 12.1.2 where any relevant Forfeiture Conditions are met or Options and/or Performance Rights are otherwise forfeited in accordance with clause 13;
 - 12.1.3 if applicable Performance Hurdles and/or Vesting Conditions are not achieved by the relevant time;
 - 12.1.4 if the Board determines in its reasonable opinion that the applicable Performance Hurdles and/or Vesting Conditions have not been met and cannot be met prior to the Expiry Date; or
 - 12.1.5 the Expiry Date.

What happens on lapsing

- 12.2 Where a Participant's Options and/or Performance Rights have lapsed under clause 12.1, the Company will:
- 12.2.1 notify the Participant that the Options and/or Performance Rights held by them have lapsed;
 - 12.2.2 arrange for the Participant or the Participant's agent or attorney to sign any transfer documents required to transfer or otherwise deal with the Options and/or Performance Rights; and
 - 12.2.3 not be liable for any damages, compensation or other amounts to the Participant in respect of the Options and/or Performance Rights.

13. FORFEITURE

Forfeiture Events

- 13.1 The Board may determine prior to an Invitation if any Forfeiture Conditions apply in respect of Options and/or Performance Rights.

Where Forfeiture Occurs

- 13.2 Where Options and/or Performance Rights are forfeited the Company will:
- 13.2.1 notify the Participant that the Options, Performance Rights and/or Plan Shares held by the Participant have been forfeited;
 - 13.2.2 arrange for the Participant's agent or attorney to sign any transfer documents required to transfer or otherwise deal with the Options, Performance Rights and/or Plan Shares; and
 - 13.2.3 not be liable for any damages, compensation or other amounts to the Participant in respect of the Options, Performance Rights and/or Plan Shares.

Fraudulent or dishonest actions

- 13.3 In addition to the Forfeiture Conditions (if any), where, in the reasonable opinion of the Board, a Participant:
- 13.3.1 acts fraudulently or dishonestly; or
 - 13.3.2 wilfully breaches his or her duties to the Group,

then the Board may deem all Options and/or Performance Rights held by the Participant will automatically be forfeited.

14. BUY-BACK

Buy-Back

- 14.1 Subject to Applicable Law, the Company may at any time Buy-Back Options, Performance Rights and/or Plan Shares in accordance with clause 14.2.

Buy-Back procedure

- 14.2 The Board may cause the Company to Buy-Back Options, Performance Rights and/or Plan Shares held by a Participant for:
- 14.2.1 an amount agreed with the Participant at any time;
 - 14.2.2 the then Market Value of Options, Performance Rights and/or Plan Shares (as the case may be) without the agreement of the Participant; or
 - 14.2.3 where there is a formal takeover offer made for at least 5% of the Shares, the Company may Buy-Back Options, Performance Rights and/or Plan Shares (as the case may be) at the price or prices offered by the bidder under the takeover offer and/or as considered appropriate by the Board in its reasonable opinion in light of such an offer.

Buy-Back period

- 14.3 The Buy-Back of Options, Performance Rights and/or Plan Shares under clause 14.2 may occur in one or more tranches within such time, as determined by the Board in its sole and absolute discretion.

Buy-Back mechanism

- 14.4 Each Participant will do all acts, matters and things which are necessary or desirable to give effect to any Buy-Back of the Participant's Options, Performance Rights and/or Plan Shares.

15. CANCELLATION

Options and Performance Rights may be Cancelled if Participant consents

- 15.1 Notwithstanding any other provisions of the Plan, and subject to Applicable Laws, if a Participant and the Board have agreed in writing that some or all of the Options and/or Performance Rights granted to that Participant may be Cancelled on a specified date or on the occurrence of a particular event, then the Board may Cancel those Options and/or Performance Rights on the relevant date or on the occurrence of the particular event (as the case may be).

Cancellation of Options and Performance Rights

- 15.2 Where the Options and/or Performance Rights are to be Cancelled by the Company, the Company may do such things and enter such arrangements with the Company's share registry or otherwise as it considers necessary to enforce any Cancellation and the relevant Participant will be bound by any action by the Company under this clause 15.2.

16. RIGHTS ATTACHING TO PLAN SHARES

Shares to rank equally

- 16.1 Any Plan Shares allotted, issued or transferred by the Company to a Participant under the Plan will rank equally with all existing Shares on and from the date of allotment, issue or transfer, including in respect of all rights and bonus issues.

Dividends

- 16.2 A Participant will have a vested and indefeasible entitlement to any dividends declared and distributed by the Company on the Plan Shares which, at the books closing date/record date for determining entitlement to those dividends, are standing to the account of the Participant.

Dividend reinvestment

- 16.3 The Participant may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares held by the Participant and such participation must be in respect of all Plan Shares held by the Participant. Shares issued under any dividend reinvestment plan operated by the Company will be subject to the same terms and conditions as the Plan Shares held by the Participant.

Voting rights

- 16.4 A Participant may exercise any voting rights attaching to Plan Shares registered in the Participant's name.

17. DISPOSAL RESTRICTIONS ON PLAN SHARES

Board determines

- 17.1 The Board, in its sole and absolute discretion, may determine, prior to an Invitation being made, whether there will be any restrictions on the disposal of, the granting (or purporting to grant) of any Security Interest in or over, or otherwise on dealing with (or purporting to dispose or deal with), Plan Shares held by any Participants.

No transfer

- 17.2 Subject to clause 17.1, Plan Shares or any beneficial or legal interest in Plan Shares may not be transferred, encumbered or otherwise disposed of, or have a Security Interest granted over them, by a Participant unless all restrictions on the transfer, encumbrance or disposal of the Plan Shares have been met, the Board has waived any such restrictions, or prior consent of the Board is obtained which consent may impose such terms and conditions on such transfer, encumbrance or disposal as the Board sees fit.

Board actions

- 17.3 The Company may do such things and enter into such arrangements with the Company's share registry or otherwise as it considers necessary to enforce the transfer restrictions set out in clause 17.2, including but not limited imposing a holding lock on the Plan Shares or using an employee share trust to hold the Plan Shares during the relevant restriction period. Participants will be bound by any action by the Company under this clause 17.3.

Overriding restrictions on dealing with Plan Shares

- 17.4 Plan Shares must not be dealt with under this clause 17 if to do so would contravene Applicable Laws.

Plan Shares entitlements

- 17.5 For the avoidance of doubt, the imposition of a restriction on the Plan Shares held by a Participant pursuant to clause 17.1 will not affect the Participant's entitlement to receive a

notice of, or to vote or attend at, a meeting of the members of the Company or Shareholders, and to receive any dividends declared by the Company during the relevant restriction period.

Share Trading Policy

- 17.6 At all times Participants must comply with any Share Trading Policy.

18. CHANGE OF CONTROL EVENT

- 18.1 In the event of a Change of Control Event, and unless the Board determines otherwise in its sole and absolute discretion:

18.1.1 Options and Performance Rights granted will vest where, in the Board's sole and absolute discretion, the Vesting Conditions and Performance Hurdles applicable to those Options and Performance Rights have been satisfied, but that vesting will occur only on a pro rata basis based on the period which has elapsed from the Grant Date to the date of the Change of Control Event when compared to the relevant overall vesting period; and

18.1.2 any Options and Performance Rights which the Board determines will not vest in accordance with clause 18.1.1 will automatically lapse.

19. BONUS ISSUES AND CAPITAL RECONSTRUCTIONS

Bonus issues

- 19.1 If Securities are issued by way of a "bonus issue" (as that term is defined in the ASX Listing Rules) to the holders of Shares, a Participant is entitled, upon vesting of an Option or a Performance Right, to receive in addition to the Plan Share in respect of which the Option or Performance Right vests and without the payment of any further consideration, the number of Securities that the Participant would have received if the Option or Performance Right had vested before the record date for the bonus issue.

- 19.2 Any additional Securities to which a Participant becomes entitled under clause 19.1 will, until those additional Securities are issued, transferred or allocated to the Participant, be regarded as:

19.2.1 additional Securities into which the Options and/or Performance Rights may vest for the purposes of any subsequent application of clause 19.1; and

19.2.2 additional Options and/or Performance Rights to which the Participant is entitled for the purposes of any application of clause 19.4.

Rights issue

- 19.3 If there is a "pro rata issue" (as that term is defined in the ASX Listing Rules, except a bonus issue) to the holders of Shares, the exercise price of each Option shall be reduced according to the following formula:

$$O' = O - \frac{E [P - (S + D)]}{N + 1}$$

where:

O'= the new exercise price of the Option;

- O = the old exercise price of the Option;
- E = the number of Shares into which one Option is exercisable;
- P = the average "volume weighted average market price" (as that term is defined in the Listing Rules) per Share during the five trading days ending on the day before the ex rights date or ex entitlements date;
- S = the subscription price for a security under the pro rata issue;
- D = the dividend due but not yet paid on the existing Shares (except those to be issued under the pro rata issue); and
- N = the number of Shares with rights or entitlements that must be held to receive a right to one new Security.

Reorganisation

- 19.4 In the event of any reorganisation (including consolidation, sub-division, reduction, return or cancellation) of the Issued Capital of the Company, the number of Options and/or Performance Rights to which each Participant is entitled, and/or the Exercise Price of the Options (if any), will be changed in accordance with the Listing Rules.

Notification of adjustments

- 19.5 Upon any adjustment being made pursuant to this clause 19, the Board will notify each Participant (or his or her legal personal representative where applicable) in writing, informing them of the number of Options and/or Performance Rights (and issuing new Certificate(s) in those circumstances) and/or Plan Shares held by the relevant Participant.

Limited right to participate in new issues

- 19.6 Subject to clauses 19.1, 19.2 and 19.4, during the currency of any Options and/or Performance Rights and prior to their vesting, Participants are not entitled to participate in any new issue of Securities of the Company as a result of their holding Options and/or Performance Rights.

Fairness in application

- 19.7 In the application of this clause 19, the Board may (as far as possible) make whatever adjustments it deems necessary or desirable to ensure that the consequences of that application are fair as between the Participants and the holders of other securities in the Company subject to the Listing Rules.

20. CONTRAVENTION OF APPLICABLE LAWS

No act will be done or determination made in accordance with these Rules where to do so would be a breach of any Applicable Laws, and where any such act is done or determination made it will be considered void and to the extent possible be unwound and of no effect in respect of Options, Performance Rights and/or Plan Shares.

21. ADMINISTRATION OF THE PLAN

Regulations

- 21.1 The Board may make such regulations for the operation of the Plan as it considers necessary, provided such regulations are consistent with these Rules.

Delegation

- 21.2 The Board may delegate any of its powers or discretions conferred on it by these Rules to a committee of the Board or to any one or more persons selected by it, including but not limited to the company secretary.
- 21.3 Any delegation will be for such period and upon such terms and conditions as determined by the Board from time to time.

Decisions final

- 21.4 Every exercise of a discretion by the Board (or its delegates) and any decision by the Board (or its delegates) regarding the interpretation, effect or application of these Rules will be final, conclusive and binding.

Attorney and agent

- 21.5 Each Participant hereby authorises and appoints the company secretary of the Company holding office at the relevant time (or their delegate) as their agent or attorney with power to do all things necessary in the name of and on behalf of the Participant to give effect to these Rules, including and without limitation, signing Option, Performance Rights or Plan Share transfers, and signing all documents and doing all acts necessary to effect a Buy-Back, and accounting for the proceeds of the sale of forfeited shares, but expressly excluding the power to exercise Options and/or Performance Rights granted to the Participant under the Plan.
- 21.6 Each Participant agrees to indemnify and hold harmless any person acting as their agent or attorney in accordance with these Rules in respect of all costs, damages or losses of whatever nature arising from so acting, other than costs, damages or losses arising out of the agent's or the attorney's dishonesty, fraud or wilful breach of their duties.

Notice

- 21.7 Address for service:
- 21.7.1 Any notice required to be given to the Participants under the Plan or the terms of the Options or Performance Rights granted will be sent to the address of the Participant as entered in the register unless delivered in person.
- 21.7.2 Any notice required to be given to the Company under the Plan or the terms of the Options or Performance Rights granted will be sent to the registered office of the Company or such other address as is notified to Participants from time to time.
- 21.8 Delivery of notices:
- 21.8.1 Any notice to be given to Participants may be delivered by hand to the Participant.
- 21.8.2 Any notice to be given to the Company may be delivered by hand or by prepaid post. Notices may also be given to the Company by means of facsimile, email or

other mode of electronic delivery to such address as is notified by the Company to the Participant.

- 21.8.3 Notices delivered to Participants in accordance with the Constitution will be taken to be delivered in accordance with the Constitution. Notices delivered to the Company by pre-paid post will be taken to be delivered if properly addressed and stamped, 48 hours after mailing in Australia and seven days after mailing outside Australia. Notices delivered by facsimile, email or other mode of electronic delivery will be taken to be delivered on receipt of a successful transmission notice, return receipt or such other confirmation by which the sender can reasonably verify delivery.

22. PLAN AMENDMENT

Amendment of Plan

- 22.1 Subject to clause 22.2, the Listing Rules and the Constitution, the Board may at any time amend these Rules or the terms and conditions upon which any Options and/or Performance Rights have been issued under the Plan.
- 22.2 No amendment to these Rules or to Options and/or Performance Rights granted under the Plan may be made if the amendment materially reduces the rights of any Participant in respect of Options or Performance Rights granted to them prior to the date of the amendment, other than:
- 22.2.1 an amendment introduced primarily:
- 22.2.1.1 for the purposes of complying with or conforming to present or future legislation governing or regulating the Plan or like plans;
 - 22.2.1.2 to correct any manifest error or mistake;
 - 22.2.1.3 to allow the implementation of a trust arrangement in relation to the holding of Plan Shares granted under the Plan;
 - 22.2.1.4 for the purpose of complying with the Applicable Laws; and/or
 - 22.2.1.5 to take into consideration possible adverse taxation implications in respect of the Plan including changes to applicable taxation legislation or the interpretation of that legislation by a court of competent jurisdiction or any rulings from taxation authorities administering such legislation; or
- 22.2.2 an amendment agreed to in writing by the Participant(s).
- 22.3 Subject to the Listing Rules, the Board may determine that any amendment to these Rules or the terms of Options and/or Performance Rights granted under the Plan be given retrospective effect.
- 22.4 Amendment of these Rules or the terms and conditions upon which Options and/or Performance Rights are granted under the Plan by the Board will be of immediate effect unless otherwise determined by the Board.
- 22.5 As soon as reasonably practicable after making any amendment to these Rules or the terms and conditions of Options and/or Performance Rights granted under the Plan, the Board will give notice of the amendment to any Participant affected by the amendment. Failure by the

Board to notify a Participant of any amendment will not invalidate the amendment as it applies to that Participant.

Amendment by addendum

- 22.6 Subject to any other provision of these Rules, the Board may from time to time amend the terms of this Plan as they will apply to Participants in particular jurisdictions or circumstances by means of an addendum to these Rules.

23. TERMINATION OR SUSPENSION

Termination or suspension

- 23.1 Subject to clause 23.2, the Board may at any time terminate the Plan or suspend the operation of the Plan for such period or periods as it thinks fit.

Resolution to terminate, suspend, supplement or amend

- 23.2 In passing a resolution to terminate or suspend the operation of the Plan, the Board must consider and endeavour to ensure that there is fair and equitable treatment of all Participants.

24. NO EMPLOYMENT CONTRACT

Nothing in these Rules or the terms of any Option or Performance Right:

- 24.1.1 confers upon an Eligible Employee a right to a grant or offer of a grant of Options and/or Performance Rights;
- 24.1.2 confers on an Eligible Employee or a Participant the right to continue as an employee or officer of a member of the Group (as the case may be);
- 24.1.3 affects the rights of a company in the Group to terminate the employment or office of an Eligible Employee or a Participant (as the case may be);
- 24.1.4 affects the rights and obligations of any Eligible Employee or Participant under the terms of their office or employment with any member of the Group;
- 24.1.5 confers any legal or equitable right on an Eligible Employee or a Participant whatsoever to take action against any member of the Group in respect of their office or employment; or
- 24.1.6 confers on an Eligible Employee or a Participant any rights to compensation or damages in consequence of the termination of their employment or office by a member of the Group for any reason whatsoever including ceasing to have rights under the Plan as a result of such termination.

25. REGULATORY RELIEF

Notwithstanding any other provisions of the Plan, every covenant or other provisions set out in an exemption or modification granted from time to time by ASIC in respect of the Plan or which applies to the Plan pursuant to their power to exempt and modify the Corporations Act, and required to be included in the Plan in order for that exemption or modification to have full effect, is deemed to be contained in the Plan. To the extent that any covenant or other provision deemed by this clause 25 to be contained in the Plan is inconsistent with any other provision in the Plan, the deemed covenant or other provision will prevail.

26. NON-EXCLUSIVITY

Non-exclusivity

- 26.1 This Plan will not be deemed to be the exclusive method of providing incentive compensation to Eligible Employees, nor will it preclude any member of the Group from authorising or approving other forms of incentive compensation for employees of any member of the Group.

Relationship to other equity plans

- 26.2 Participation in this Plan will not affect or be affected by any participation in any other employee equity plan operated by any member of the Group, except as specifically provided in the terms of that other plan.

27. GENERAL

No fiduciary capacity

- 27.1 The Board may exercise any power or discretion conferred on it by these Rules in the interest or for the benefit of the Company, and in so doing the Board is not required to act in the interests of another person or as requested by another person and will not be under any fiduciary obligation to another person.

Listing Rules

- 27.2 While the Company remains admitted to the ASX, the provisions of the Listing Rules will apply to the Plan, and to the extent that the Plan and the Listing Rules are inconsistent, the provisions of the relevant Listing Rules will apply.

Enforcement

- 27.3 These Rules, any determination of the Board made pursuant to the Rules, and the terms of any Option and/or Performance Right granted under the Plan, will be deemed to form a contract between the Company and the Participant.

Governing law

- 27.4 This Plan and any Option and/or Performance Right granted under it will be governed by, and must be construed according to, the laws of the State of New South Wales and the Commonwealth of Australia.

**ADDENDUM TO
BETMAKERS TECHNOLOGY GROUP LIMITED
LONG TERM INCENTIVE PLAN**

TERMS AND CONDITIONS APPLICABLE TO UNITED STATES PERSONS

The Board of Directors of BetMakers Technology Group Limited hereby adopts this Addendum to BetMakers Technology Group Limited Long Term Incentive Plan (the “**Plan**”), effective as of [DATE] (the “**Addendum Adoption Date**”), pursuant to clause 22.6 of the Plan. The rules set forth in this Addendum (the “**U.S. Rules**”) apply to Options and Performance Rights granted under the Plan to Eligible Employees who are residents of the United States of America or otherwise subject to income taxation by the United States of America (“**U.S. Persons**”). If there is a conflict, whether express or implied, between the Plan and these U.S. Rules as applicable to U.S. Persons, the U.S. Rules will prevail.

1. DEFINITIONS

Any capitalized terms used but not defined herein will have the meanings given to them in the Plan.

“**Award**” means, as applicable, a grant of Options or Performance Rights.

“**California Participant**” means a U.S. Participant who is a resident of the State of California.

“**Capital Reconstruction**” means a change in the capital structure of the Company, as described in clause 19 of the Plan.

“**Disability**” means a permanent and total disability within the meaning of Section 22(e)(3) of the U.S. Code.

“**Eligible U.S. Person**” means a U.S. Person who meets the requirements of Section 2.1 below.

“**Fair Market Value**” means, with respect to a Share as of any date:

(a) if the Shares are then listed on a securities exchange, (i) the closing sale price of a Share, (ii) the average of the high and low sales prices of a Share or (iii) the average "market price" (as that term is defined in the ASX Listing Rules) per Share (weighted by reference to volume) during the five trading days immediately preceding such date; provided that with respect to the establishment of the Exercise Price of an Option, the method of determining the Fair Market Value must be set forth in the applicable Invitation Letter; or

(b) if the Shares are not then listed on a securities exchange, the fair market value of a Share as determined by the Board in good faith, and in a manner consistent with the requirements of Section 409A or Section 422 of the U.S. Code, as applicable.

“Incentive Stock Option” means an Option granted to an Eligible U.S. Person who is a U.S. Employee and that is intended to be (as set forth in the applicable Invitation Letter) and which qualifies as an “incentive stock option” within the meaning of Section 422 of the U.S. Code.

“Nonstatutory Option” means an Option granted to an Eligible U.S. Person that is not intended to be (as set forth in the applicable Invitation Letter), or that otherwise does not qualify as, an Incentive Stock Option.

“Rule 701” means Rule 701 promulgated pursuant to the Securities Act.

“Section 409A” means Section 409A of the U.S. Code.

“Securities Act” means the United States Securities Act of 1933, as amended.

“Separation from Service” means a termination of employment or other service with the Group which constitutes a “separation from service” within the meaning of Section 409A.

“U.S. Code” means the United States Internal Revenue Code of 1986, as amended, and any applicable regulations and administrative guidelines thereunder.

“U.S. Consultant” means a U.S. Person engaged to provide consulting or advisory services (other than as an Employee or a Director) to a Participating Company, provided that (i) the identity of such person, the nature of such services or the entity to which such services are provided would not preclude the Company from offering or selling securities to such person pursuant to the Plan in reliance on either the exemption from registration provided by Rule 701 under the Securities Act or, if the Company is required to file reports pursuant to Section 13 or 15(d) of the Exchange Act, registration on a Form S-8 Registration Statement under the Securities Act, or (ii) the Company would be eligible to offer or sell securities to such person pursuant to the Plan without registration under the Securities Act in reliance on Section 4(a)(2) of the Securities Act or another applicable exemption.

“U.S. Employee” means a U.S. Person treated as an employee (including a member of the Board who is also treated as an employee) in the records of a member of the Group and, with respect to any Incentive Stock Option granted to such person, who is an employee for purposes of Section 422 of the U.S. Code; provided, however, that neither service as a member of the Board nor payment of a director’s fee is sufficient to constitute employment for purposes of these U.S. Rules.

“U.S. Person” means a person who is a resident of the United States of America or otherwise subject to income taxation by the United States of America.

“U.S. Participant” means a U.S. Person who has become a Participant.

2. RULES APPLICABLE TO ALL AWARDS GRANTED TO U.S. PERSONS

2.1. **Eligible U.S. Persons.** No U.S. Person may be granted an Award pursuant to the Plan unless such person is, as of the date of grant of the Award, an Eligible Employee who is a U.S. Employee, U.S. Consultant or member of the Board of the Company or another member of the Group that is a majority-owned subsidiary of the Company or of another member of the Group in a chain of majority-owned Group members beginning with the Company. No U.S. Consultant is eligible to become a Participant unless such U.S. Consultant is a natural person providing *bona fide* services to one or more of the foregoing entities and such services are not (i) in connection with the offer or sale of securities in a capital-raising transaction or (ii) performed to directly or indirectly promote or maintain a market for the Company's securities. No U.S. Person will be eligible to be granted an Award prior to the date such person commences employment or other personal service relationship with a member of the Group.

2.2. **Grant of Awards.** The Board may grant to an Eligible U.S. Person (a) Performance Rights, subject to the conditions described in Section 4 below and (b) Options which qualify as Incentive Stock Options or Options which do not qualify as Incentive Stock Options, which will be Nonstatutory Options. Incentive Stock Options may only be granted to Eligible Employees who are U.S. Employees and in accordance with Section 3 below. Nonstatutory Options and Performance Rights may be granted to any Eligible U.S. Person. Unless Options granted pursuant to the Plan are specifically designated as Incentive Stock Options at the time of grant, they will be Nonstatutory Options. Any Option designated as an Incentive Stock Option that nevertheless fails to satisfy any of the requirements of Section 422 of the U.S. Code or the applicable regulations thereunder will be treated as a Nonstatutory Option.

2.3. **Exercise Price of Options; Purchase Price of Performance Rights.** No Option granted to an Eligible U.S. Person may have an Exercise Price that is less than 100% of the Fair Market Value of a Share on the date that the Option is granted. Performance Rights may have any purchase price or Fee determined by the Board, including no purchase price or Fee.

2.4. **Compliance with U.S. Securities Law.** The grant of Awards to Eligible U.S. Persons and the issuance of Shares pursuant to any Awards held by a U.S. Participant will be subject to compliance with all applicable requirements of United States federal and state law with respect to such securities and the requirements of any stock exchange or market system upon which the Shares may then be listed. In addition, no Award held by a U.S. Participant may be exercised or Shares issued pursuant to Awards held by a U.S. Participant unless (a) a registration statement under the Securities Act is in effect at the time of such exercise or issuance with respect to the Shares issuable pursuant to the Awards or (b) in the opinion of legal counsel to the Company, the Shares issuable pursuant to the Awards may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. Except as otherwise determined by the Board, the Company intends that securities issued to U.S. Persons pursuant to the Plan will be exempt from requirements of registration and qualification of such securities pursuant the exemptions afforded by Rule 701, and the Plan and these

U.S. Rules will be so construed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any Shares hereunder to any U.S. Person will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority has not been obtained. As a condition to issuance of any Shares, the Company may require a U.S. Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

2.5. **Tax Withholding.**

(a) **In General.** At the time that Awards are granted, Awards cease to be subject to a substantial risk of forfeiture (i.e., become vested), Awards are exercised or Shares are issued in settlement of Awards, in whole or in part, or at any time thereafter as requested by any Group member, the U.S. Participant hereby authorizes withholding from payroll or any other payment of any kind due to the U.S. Participant and otherwise agrees to make adequate provision for United States federal, state and local taxes and any other taxes or social insurance contributions required by law to be withheld, if any, which arise in connection with such Awards. The applicable Group member may require the U.S. Participant to make a cash payment to cover any such withholding tax obligation as a condition of grant, exercise or vesting of the Awards or issuance of Shares.

(b) **Withholding in or Directed Sale of Shares.** The Company will have the right, but not the obligation, to deduct from the Shares issuable to a U.S. Participant upon the exercise or settlement of Awards, or to accept from a U.S. Participant the tender of, a number of whole Shares having a Fair Market Value, as determined by the Company, equal to all or any part of the tax withholding obligations of any member of the Group. The Fair Market Value of any Shares withheld or tendered to satisfy any such tax withholding obligations may not exceed the amount determined by the applicable minimum statutory withholding rates. The Company may require a U.S. Participant to direct a securities broker, upon the exercise or settlement of Awards, to sell a portion of the Shares subject to the Awards determined by the Company in its discretion to be sufficient to cover the tax withholding obligations of any member of the Group and to remit an amount equal to such tax withholding obligations to the Group member in cash.

2.6. **Compliance with Section 409A.** All Awards granted to U.S. Participants are intended to comply with, or otherwise be exempt from, Section 409A. All such Awards must be administered, interpreted, and construed in a manner consistent with Section 409A, as determined by the Company in good faith, to the extent necessary to avoid the imposition of additional taxes under Section 409A(a)(1)(B) of the U.S. Code. It is intended that any election, payment or benefit which is made or provided pursuant to or in connection with any Awards that may result in deferred compensation within the meaning of Section 409A will comply in all respects with the applicable requirements of Section 409A. Notwithstanding the foregoing, neither the Company nor the Board will have any obligation to take any action to prevent the assessment of any tax or penalty on

any Participant under Section 409A, and neither the Company nor the Board will have any liability to any Participant for such tax or penalty.

2.7. Electronic Delivery. By accepting an Offer under the Plan, the U.S. Participant (a) consents to the electronic delivery of all information with respect to the Plan and the Awards, and any reports of the Company provided generally to the Shareholders; (b) acknowledges that the Participant may receive from the Company a paper copy of any documents delivered electronically at no cost by contacting the Company by telephone or in writing; (c) further acknowledges that the Participant may revoke his or her consent to the electronic delivery of documents at any time by notifying the Company of such revoked consent by telephone, postal service or electronic mail; and (d) further acknowledges that the Participant understands that he or she is not required to consent to electronic delivery of documents.

2.8. Provision of Information. The Company must deliver to each U.S. Participant such disclosures as are required in accordance with Rule 701 under the Securities Act.

3. RULES APPLICABLE TO INCENTIVE STOCK OPTIONS

3.1. Shareholder Approval of U.S. Rules Applicable to Incentive Stock Options. These U.S. Rules applicable to Incentive Stock Options were initially adopted by the Board on the Addendum Adoption Date and were, or will be, approved by the Shareholders no later than twelve (12) months after the Addendum Adoption Date. Any amendment to the ISO Share Limit set forth in Section 3.2 below or in the classes of U.S. Employees eligible to be granted Incentive Stock Options under the Plan set forth in Section 3.4 below must be approved by a majority of the outstanding securities of the Company entitled to vote within a period beginning twelve (12) months before and ending twelve (12) months after the date on which any such amendment is adopted by the Board.

3.2. Maximum Number of Shares Issuable Pursuant to Incentive Stock Options. Subject to proportionate adjustment in the event of a Capital Reconstruction, the maximum aggregate number of Shares that may be issued under Plan pursuant to the exercise of Incentive Stock Options may not exceed 60,000,000 (the “**ISO Share Limit**”).

3.3. Limitation on Time of Grant of Incentive Stock Options. No Incentive Stock Option may be granted pursuant to the Plan later than the 10th anniversary of the Addendum Adoption Date. However, any Incentive Stock Options granted within such 10-year period will continue to be governed by these U.S. Rules notwithstanding the expiration of such period.

3.4. Eligible Employees. An Incentive Stock Option may be granted only to an Eligible Employee who is (a) a U.S. Employee and (b) is an employee, within the meaning of Section 422 of the U.S. Code, of the Company or a corporation (other than the Company) in an unbroken chain of corporations beginning with the Company and ending with the corporation employing such U.S. Employee in which, at the time of the

grant of such Option, each of the corporations other than the last corporation in the unbroken chain owns shares possessing 50% or more of the total combined voting power of all classes of the share capital in one of the other corporations in such chain.

3.5. **Exercise Price.** The Exercise Price for each Incentive Stock Option will be established in the discretion of the Board; provided, however, that (a) the Exercise Price may not be less than 100% of the Fair Market Value of a Share on the date of grant of the Incentive Stock Option and (b) no Incentive Stock Option granted to a person who, at the date of grant, owns shares possessing more than 10% of the total combined voting power of all classes of voting securities of any member of the Group within the meaning of Section 422(b)(6) of the U.S. Code (a “**Ten Per Cent Owner**”) may have an Exercise Price less than 110% of the Fair Market Value of a Share on the date of grant of the Incentive Stock Option.

3.6. **Incentive Stock Option Fair Market Value Limitation.** To the extent that an Incentive Stock Option granted to a U.S. Employee (together with all Incentive Stock Options granted to the U.S. Employee under all plans of the Group, including the Plan) becomes exercisable for the first time during any calendar year for Shares having a Fair market Value greater than U.S.D \$100,000, the portion of such Options which exceeds such amount will be treated as Nonstatutory Options. For purposes of this Rule, options designated as Incentive Stock Options are taken into account in the order in which they were granted, and the Fair Market Value of Shares is determined as of the date of grant of such Options. If a grant of Options is treated as an Incentive Stock Option in part and as a Nonstatutory Option in part by reason of the limitation set forth in this Rule, the Participant may designate which portion of such Options the Participant is exercising. In the absence of such designation, the Participant will be deemed to have exercised the Incentive Stock Option portion of the Options first.

3.7. **Lapse of Incentive Stock Options.** No Incentive Stock Option may be exercisable after the expiration of ten (10) years after the date of grant of such Option, provided that no Incentive Stock Option granted to a Ten Per Cent Owner may be exercisable after the expiration of five (5) years after the date of grant of such Option.

3.8. **Effect of Termination of Employment or Leave of Absence on Incentive Stock Option.** A U.S. Participant’s exercise of an Option otherwise qualifying as an Incentive Stock Option will be treated as the exercise of an Incentive Stock Option only if the U.S. Participant is (except in the case of termination of employment due to Disability or death), at all times during the period beginning with the date of grant of such Option and ending on the date three (3) months before the date of such exercise, an employee of a corporation described in Section 3.4 above or a corporation substituting or assuming an Option in a transaction to which Section 424(a) of the U.S. Code applies. In the case of termination of employment due to Disability, a period of one (1) year will be substituted in place of the period of three (3) months, and in the case of termination of employment due to death, the foregoing employment requirement will not apply. A U.S. Participant’s employment will not be deemed to have been interrupted or terminated if the Participant takes any military leave, sick leave, or other bona fide leave of absence approved by a member of the Group. However, unless the U.S. Participant’s right to

return to employment is guaranteed by statute or contract, if any such leave taken by a U.S. Participant exceeds three (3) months, then on the one hundred eighty-first (181st) day following the commencement of such leave an Option held by the Participant which remains outstanding will be treated upon exercise as a Nonstatutory Option.

3.9. Incentive Stock Options Not Transferable. An Incentive Stock Option may not be transferable by the U.S. Participant otherwise than by will or the laws of descent and distribution, and during the lifetime of the U.S. Participant will be exercisable only by the U.S. Participant.

3.10. Notification of Disqualifying Disposition. If the U.S. Participant makes a disposition (as that term is defined in Section 424(c) of the U.S. Code) of any Shares acquired pursuant to Incentive Stock Options within two years following the date of grant of such Options or within one year after the Shares acquired upon the exercise of such Options are transferred to the Participant, the Participant must notify the Company of such disposition in writing within 30 days of the disposition.

4. RULES APPLICABLE TO PERFORMANCE RIGHTS

4.1. Performance Criteria and Vesting of Performance Rights. At the time of the grant of Performance Rights to an Eligible U.S. Person, the Board may impose such Performance Hurdles or other conditions to the vesting of the Performance Rights as it, in its sole discretion, deems appropriate. Notwithstanding any provision of the Plan or any Invitation Letter to the contrary, once established at the time of grant, such Performance Hurdles or other conditions to the vesting of such Performance Rights may not be modified in any manner that could extend the performance period or otherwise delay or defer the date on which such conditions to vesting could be satisfied in a manner that would constitute an extension of the period in which compensation is subject to a substantial risk of forfeiture within the meaning of Section 409A.

4.2. Time of Settlement of Performance Rights. Notwithstanding any provision of the Plan or any Invitation Letter to the contrary and except as complies with Section 4.3 below, no Performance Right granted to an Eligible U.S. Person may permit the issuance of a Share in settlement of the Performance Right later than the 15th day of the third calendar month following the last day of the calendar year or Company fiscal year (whichever ends later) in which the Performance Right “vests” (i.e., ceases to be subject to a “substantial risk of forfeiture” within the meaning of Section 409A).

4.3. Compliance with Section 409A of the Code. In addition to the general provisions relating to Section 409A set forth in Section 2.7 of these U.S. Rules, the following rules will apply to any Performance Rights that are subject to Section 409A:

(a) Notwithstanding anything to the contrary in the Plan, these U.S. Rules or any Invitation Letter, to the extent required to avoid tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Plan on account of, and during the six (6) month period immediately following, the U.S. Participant’s Separation from Service will instead be paid on the first

business day following the six-month anniversary of the U.S. Participant's Separation from Service (or upon the U.S. Participant's death, if earlier).

(b) Neither any U.S. Participant nor the Company may take any action to accelerate or delay the payment of any amount or benefits under any Performance Right in any manner which would not be in compliance with Section 409A.

(c) Notwithstanding anything to the contrary in the Plan, these U.S. Rules or any Invitation Letter, to the extent that any amount constituting deferred compensation subject to Section 409A would become payable to a U.S. Participant under the Plan by reason of a Change of Control Event or takeover, such amount will become payable only if such event would also constitute a "change in control event" within the meaning of Section 409A.

(d) Should any provision of the Plan, these U.S. Rules or any Invitation Letter be found not to comply with, or otherwise to be exempt from, the provisions of Section 409A as applicable to a U.S. Participant, such provision will be modified and given effect (retroactively if necessary), in the sole discretion of the Board, and without the consent of the holder of Performance Rights, in such manner as the Board determines to be necessary or appropriate to comply with, or to effectuate an exemption from, Section 409A.

(e) Notwithstanding the foregoing, neither the Company nor the Board will have any obligation to take any action to prevent the assessment of any tax or penalty upon any U S Participant under Section 409A, and neither the Company nor the Board will have any liability to any U S Participant for such tax or penalty.

5. **RULES APPLICABLE TO AWARDS GRANTED TO CALIFORNIA PARTICIPANTS**

The following rules will govern Awards granted under the Plan and these U.S. Rules to any California Participant at any time required for an exemption from qualification of securities under the California Corporate Securities Law of 1968 by reason of Section 25102(o) of the California Corporations Code, notwithstanding any other provisions of the Plan, these U.S. Rules or the applicable Invitation to the contrary:

5.1. **Limitation on Time of Grant of Awards to California Participants.** No Award may be granted to a California Participant following the 10th anniversary of the date on which the Plan and these U.S. Rules are adopted by the Board or approved by the Shareholders, whichever is earlier.

5.2. **Maximum Option Exercise Period.** The Exercise Period of any Option granted to a California Participant may be no more than 120 months from the date of grant of the Option.

5.3. **Minimum Option Post-Service Exercise Periods.** Unless the employment or service of the California Participant is terminated for "cause" as defined by applicable law, the terms of the Plan, these U.S. Rules or the Invitation Letter, the right to exercise

an Option in the event of termination of employment or service, to the extent that the Participant is entitled to exercise the Option on the date employment or service relationship terminates, will continue until the earlier of the lapsing of the Option's original Exercise Period, or:

(a) At least 6 months from the date of termination of employment or service if termination was caused by death or Disability.

(b) At least 30 days from the date of termination of employment or service if termination was caused by other than death or Disability.

5.4. Awards Not Transferable. No Options or Performance Rights granted to a California Participant may be transferable other than by will, by the laws of descent and distribution, or, if and to the extent permitted under the terms of the Invitation Letter, to a revocable trust or as permitted by Rule 701 under the Securities Act.

5.5. Shareholder Approval. Shareholders representing a majority of the Company's issued and outstanding Shares entitled to vote must approve these U.S. Rules by the later of (a) 12 months after the date the Plan is adopted by the Board or (b) 12 months after the granting of any Award to a California Participant. Any Option exercised or Share issuance pursuant to a Performance Right by a California Participant before such Shareholder Approval is obtained must be rescinded if Shareholder Approval is not obtained within the period described in the preceding sentence. Notwithstanding the foregoing, the Company will not be required to comply with this Section 5.5 for so long as (i) the Company qualifies as a "foreign private issuer," as defined by Rule 3b-4 of the United States Securities Exchange Act of 1934, as amended, and (ii) the aggregate number of California Participants and other persons resident in California granted options or issued securities under all plans or agreements of the Company does not exceed thirty-five (35).

5.6. Provision of Financial Statements. The Company must provide financial statements to each California Participant annually during the period such individual has Options or Performance Rights outstanding; provided, however, that the Company will not be required to provide such financial statements to California Participants when the Plan and these U.S. Rules comply with all conditions of Rule 701 under the Securities Act.

5.7. Compliance with California Securities Laws. With respect to any Awards granted to a California Participant, the Plan and these U.S. Rules are intended to comply with Section 25102(o) of the California Corporations Code. Any provision of these U.S. Rules that is inconsistent with Section 25102(o), including without limitation any provision of the Plan, as modified by these U.S. Rules, that is more restrictive than would be permitted by Section 25102(o) as amended from time to time, will, without further act or amendment by the Board, be reformed to comply with the provisions of Section 25102(o). If at any time the Board determines that the delivery of Shares under the Plan to a California Participant or other U.S. Participant is or may be unlawful under the laws of any applicable jurisdiction, or United States federal or state securities laws,

the right to exercise an Option or receive Shares pursuant to Options, Performance Rights or other Share acquisition rights will be suspended until the Board determines that such delivery is lawful. The Company will have no obligation to effect any registration or qualification of the Shares under United States federal or state laws.