

Waterco Limited Group Employee Share Option Plan

Waterco Limited ACN 002 070 733

Adopted by the Board on 24 June 2021.

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1. Purpose

1.1 Name

The Plan Name is the Waterco Limited Group Employee Share Option Plan.

1.2 Objects of the Plan

The objects of the Plan are to assist the Company to reward employees by allowing them to participate in the growth of the Company.

1.3 Commencement

The Plan commences on the date determined by the Board.

2. Operation of the Plan

The Plan must be operated in accordance with these Plan Rules which bind the Company Group and each Participant.

3. Invitation

3.1 Eligibility

Only Eligible Employees may participate in the Plan.

3.2 Invitation

The Board may, from time to time and at its absolute discretion, invite an Eligible Employee to participate in the Plan.

3.3 Terms of Invitation

Subject to these Plan Rules, an Invitation may be issued to an Eligible Employee on such terms and conditions as the Board determines at its absolute discretion, provided the Invitation:

(a) is made in writing and specifies:

- (i) the number of Options that may be applied for;
- (ii) any Exercise Price;
- (iii) any Vesting Conditions;
- (iv) the Expiration Date;
- (v) any Exercise Restrictions;
- (vi) any Exercise Period;
- (vii) any Disposal Restrictions;
- (viii) the specific additional terms set out in Schedule 1 (for a Market Price Option only);
- (ix) the Invitation Lapse Date;
- (x) any other specific terms and conditions that apply to the Options;

(b) is accompanied by an Application Form; and

(c) includes any document required to be provided by law or regulatory authority.

4. Application

4.1 Form

On receipt of an Invitation, an Eligible Employee may apply to participate in the Plan on the terms specified in the Invitation by completing the Application Form and submitting it to the Company before the Invitation Lapse Date.

4.2 Bound

On submitting an Application Form in accordance with this Rule 4, an Eligible Employee is deemed to have agreed to be bound by:

- (a) the Invitation;
- (b) these Plan Rules; and
- (c) all Applicable Laws.

4.3 When the Application Form must be received

Unless determined otherwise at the Board's absolute discretion, if an Application Form is not submitted by the Invitation Lapse Date, the Invitation lapses.

4.4 Acceptance of Application in whole or in part

The Board may determine at its absolute discretion that an application made by way of Application Form and submitted in accordance with Rule 4.1 will not be accepted in whole or in part by the Company.

5. Issue of Options

5.1 Issue of Options

Subject to any Applicable Laws and the specific terms included in the Invitation, as soon as reasonably practicable following acceptance of an Application Form in accordance with Rule 4.4, the Company will issue to the Participant the number of Options specified in an Application Form that the Board has accepted.

5.2 Eligible Employee becomes Participant

On the issue of Options to an Eligible Employee, the Eligible Employee becomes a Participant and is bound by the Plan Rules.

5.3 Company to give notice of issue

The Company shall give notice to the Participant of the number and date of issue of the Options within ten (10) business days.

5.4 Rights attaching to Options

The Options:

- (a) do not confer any rights on the Participant either as a member or creditor of the Company;
- (b) are unlisted;
- (c) are unsecured;
- (d) are not transferrable except at the approval of the Board; and
- (e) must not be sold, assigned or otherwise disposed of or Encumbered by the Participant.

6. Vesting of Options

6.1 Vesting Conditions

The Options shall Vest subject to the Vesting Conditions (if any) set out in the Invitation being met.

6.2 Company to give notice of Vest

The Company shall give a Vesting Notice to the Participant within ten (10) business days of the Vesting Date.

6.3 Board may accelerate Vesting

Notwithstanding any Vesting Conditions set out in the Invitation not being met, the Board may determine in its absolute discretion to Vest all or some of the Unvested Options.

6.4 Buy back or cancel Vested Options

Subject to Rule 10, the Company may buy back or cancel some or all of the Vested Options in exchange for their market value.

6.5 Unvested Options

If some or all of the Options do not Vest by the end of the Vesting Period, those Unvested Options will lapse immediately.

7. Exercise of Options

7.1 How to exercise Options

Subject to any Exercise Restrictions, on receipt of a Vesting Notice, the Participant may exercise the Vested Options during the Exercise Period:

- (a) by giving the Company a signed Exercise Notice; or
- (b) in such other way as determined by the Board, at its absolute discretion, and as set out in the Invitation.

7.2 Bound by Exercise Restrictions

If a Participant purports to exercise an Option in contravention of any applicable Exercise Restriction, the Option will be deemed to have been exercised on the first date the Exercise Restriction ceases to apply, subject to payment of the relevant Exercise Price.

7.3 Payment of Exercise Price

The Company shall instruct the Participant within ten (10) business days:

- (a) that payment is required and, if so, the due date for payment and the method for the Participant making payment; or
- (b) if the Company is to satisfy the exercised Options in cash in accordance with Rule 10.

7.4 Failure to pay Exercise Price

If the Participant fails to pay the Exercise Price for any of the Option Shares in respect of which Vested Options have been exercised within the time frame, and in the manner, instructed by the Company in accordance with Rule 7.3, the Participant's entitlement to such Option Shares will lapse even though the Expiration Date of the Vested Options may not have passed.

7.5 Unexercised Vested Options

If some or all of the Vested Options are not exercised by the end of the Expiration Date, those Vested Options will lapse immediately.

8. Delivery

8.1 Delivery of Option Shares

Subject to any Applicable Laws, as soon as reasonably practicable following receipt of an Exercise Notice in accordance with Rule 7.1 and payment of the Exercise Price by the Participant, the Company will, or will cause the relevant party to, deliver to the extent that it has accepted such Exercise Notice, that number of Option Shares that have been exercised.

8.2 Holding of Options and Option Shares

The Board may determine at its absolute discretion how Options and Option Shares are to be held under the Plan.

8.3 Nominee

A Participant is not permitted to have Option Shares issued, allotted or transferred to any other person or associated body corporate unless the Board, at its absolute discretion, determines otherwise.

9. Rights and obligations in respect of Option Shares

9.1 Dividends and voting rights

Subject to the terms of any Invitation, a Participant is entitled to:

- (a) receive any Dividend or other distribution or entitlement; and
- (b) exercise any voting rights,

in respect of Option Shares held by that Participant.

9.2 Option Shares to rank equally

Option Shares delivered in accordance with this Rule 9 will rank equally with all existing Shares from the date of delivery of such Option Shares to the Participant.

9.3 Quotation

If other Shares are officially quoted on an Approved Stock Exchange at the time of issue, the Company must, within any time frame required by the Listing Rules, apply for official quotation of any Option Shares issued or delivered under this Plan.

9.4 Transaction costs

The Company may, but is not required to, bear all brokerage, commission or other transaction costs (if any) payable by a Participant in relation to the delivery under the Plan of Option Shares.

10. Cash settlement

10.1 General

Provided such discretion was stated in the Invitation, exercised Options may be satisfied at the absolute discretion of the Company in cash rather than Option Shares by payment to the Participant of the Cash Equivalent Value.

10.2 Board discretion

The Board retains its absolute discretion as to how the Cash Equivalent Value is determined for the purpose of Rule 10.1.

11. Lapse or clawback for fraud or breach

11.1 Board discretion to lapse

Where, in the opinion of the Board, a Participant has committed an act which:

- (a) constitutes fraud, or dishonest or gross misconduct in relation to the affairs of any member of the Company Group;
- (b) brings any member of the Company Group into disrepute;
- (c) is in breach of their obligations to the Company Group;
- (d) fails to perform any other act reasonably and lawfully requested of the Participant;
- or
- (e) has the effect of delivering a strong Company Group performance in a manner which is unsustainable or involves unacceptably high risk,

the Board may make a determination under Rule 18.2 to ensure that no unfair benefit is obtained by the Participant.

11.2 Clawback

Where, in the opinion of the Board:

- (a) an Option which would not have otherwise Vested, Vests or may Vest, as a result directly or indirectly of:
 - (i) the fraud, dishonestly or breach of obligations (including, without limitation, a material misstatement of financial information) of any person; or
 - (ii) any other action or omission (whether intentional or inadvertent) of any person,the Board may make a determination under Rule 18.2 to ensure that no unfair benefit is obtained by any Participant; or
- (b) an Option that may otherwise have Vested, has Unvested directly or indirectly as a result of any circumstance referred to in this Rule 11.2, the Board may reconsider the level of satisfaction of the applicable Vesting Conditions and may:
 - (i) reinstate and Vest any Option that may have lapsed to the extent that the Board determines appropriate in the circumstances;
 - (ii) make a new issue of Options that reflect the terms of the original Options; or
 - (iii) a combination of the above Rules 11.2(b)(i) and 11.2(b)(ii).

12. Disposal Restrictions may apply

12.1 Disposal Restrictions

- (a) The Board may, at its absolute discretion, determine that Disposal Restrictions apply to some or all Options or Option Shares and may determine the terms and conditions of such Disposal Restrictions.
- (b) If Disposal Restrictions apply to Options or Option Shares, a Participant must not dispose of or otherwise deal with, or purport to deal with or Encumber, the relevant Options or Option Shares for the period the Disposal Restrictions apply unless otherwise as required or approved by the Board.

12.2 Arrangements to enforce Disposal Restrictions

The Company is entitled to make any arrangements it considers necessary to enforce any Disposal Restrictions and Participants are bound by those arrangements and must take any steps reasonably required by the Company.

12.3 Expiration of Disposal Restrictions

Upon the expiration of any Disposal Restrictions, the Company will take all actions reasonably necessary to ensure that the Participant can deal with those Options or Option Shares.

13. Employment

13.1 Termination of employment

Where a Participant terminates employment with the Company Group, the Options and Option Shares will be treated in accordance with the Plan Rules and Invitation.

14. New issues, reorganisation of capital and Change of Control Event

14.1 New issues

ASX Listing Rule 6.22.3 but not ASX Listing Rule 6.22.2 applies to Options unless the relevant Invitation states otherwise.

14.2 Reorganisation of capital

- (a) ASX Listing Rule 7.22 applies to Options.
- (b) The Company may alter the rights of any Participant to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation of the share capital of the Company.

14.3 Adjustments

Subject to the events listed in Rules 14.1 and 14.2:

- (a) the number of Options to which each Participant is entitled may be adjusted in the manner determined by the Board. It is intended that the Board would exercise its discretion under this rule to ensure that Participants do not enjoy a windfall gain and do not suffer a material detriment as a result of any corporate action; and
- (b) if new Options are issued as part of such an adjustment, such Options will, unless the Board determines otherwise, be subject to the same terms and conditions as the original Options, including without limitation, any Vesting Condition.

14.4 Change of Control Event

If a Change of Control Event occurs prior to the Vesting of Options, the Board may, at its absolute discretion and by notice to the Participant:

- (a) determine that some or all of the Options will Vest based on the extent to which any applicable Vesting Conditions have been satisfied;
- (b) buy back or cancel some or all of the Options for Consideration;
- (c) provide for the issue of new options in substitution for some or all of the Options;
- (d) arrange for some or all of the Options to be acquired by a new holding entity (where applicable) for consideration; or
- (e) take any combination of the above steps.

15. Taxes and duties

- (a) The Participants must pay all brokerage, commission, stamp duty or other transaction costs, and withholding taxes and other tax obligations in connection with the issue of Options or any other dealing with the Options or in relation to the Option Shares, whether in respect of taxes imposed under a Tax Act or other.
- (b) If the Participant fails to satisfy its obligations under Rule 15(a) within a reasonable time, at the Company's election, the Company may withhold such number of Option Shares, or other debt due to the Participant by any member of the Company Group, in satisfaction of the Participant's obligations under this Rule 15.

16. Administration of the Plan

16.1 Board to administer Plan

The Plan is to be administered by the Board in accordance with these Plan Rules.

16.2 Delegation of Board powers and discretions

Any power or discretion which is conferred on the Board by these Plan Rules including the power to issue an Invitation to Eligible Employees may be delegated by the Board to any person on such terms it determines at its absolute discretion.

16.3 Documents

The Board may from time to time require an Eligible Employee or Participant to complete and return such documents as may be required by law to be completed by that Eligible Employee or Participant, or such other documents, which the Board considers should, for legal, taxation or administrative reasons, be completed by that Eligible Employee or Participant.

16.4 Foreign government requirements and sub-plans

The Board may take any action consistent with the terms of this Plan, either before or after an Option has been issued, which the Board deems necessary or advisable to comply with any laws or regulatory requirements of a foreign country, including but not limited to, modifying or amending the terms and conditions governing any Options, or establishing any local country plans as sub-plans to this Plan. In addition, under all circumstances, the Company may make amendments to this Plan so as to conform with or take advantage of governmental requirements, statutes or regulations.

16.5 Decisions of the Board final

All decisions of the Board as to the interpretation, effect or application of these Plan Rules and Invitation and all calculations and determinations made by the Board under these Plan Rules and Invitation are final, conclusive and binding in the absence of manifest error and any dispute raised will be resolved by the Board at its absolute discretion.

16.6 Suspension or termination of Plan

- (a) The Board may:
 - (i) from time to time suspend the operation of the Plan; or
 - (ii) at any time terminate the operation of the Plan.
- (b) The Plan terminates and is to be wound up if an order is made or an effective resolution is passed for the winding up of the Company other than for the purpose of amalgamation or reconstruction.
- (c) The suspension or termination of the Plan must not prejudice the existing rights (if any) of Participants.

17. Limitations on capital

The Company will comply with such legal and regulatory limits (including those imposed by the Applicable Laws), which limit the percentage of the capital of the Company that may be available under this Plan from time to time as determined by the Board to be appropriate.

18. Amendments to the Plan

18.1 Board may amend

Subject to Rule 18.2, the Board may at any time by written instrument or by resolution of the Board, amend all or any of the provisions of these Plan Rules (including this Rule 18).

18.2 No alteration to existing rights

Any amendment to the provisions of these Plan Rules must not materially alter the rights of any Participant under the Plan prior to the date of the amendment, unless the amendment is introduced primarily:

- (a) to correct any manifest error or mistake;
- (b) in accordance with Rule 11; or
- (c) to enable the Plan or the Company to comply with any applicable local laws or any required policy of a local regulatory body.

19. General Provisions

19.1 Rights of Participants

- (a) Nothing in these Plan Rules:
 - (i) confers on any Eligible Employee any expectation to become a Participant or a Shareholder;
 - (ii) confers on any person the right to be invited to apply for, to be offered or to receive any Options;
 - (iii) confers on any Participant the right to continue as an employee of the Company;
 - (iv) affects any rights which the Company may have to terminate the employment of any person; or
 - (v) may be used to increase damages in any action brought against the Company in respect of any termination of employment.
- (b) No person, whether a Participant, Shareholder or otherwise, has any claim, right or interest in respect of the Plan or any Shares or other property of the Plan, whether against the Company or any other person, as a consequence of termination of the person's employment or appointment or otherwise, except under and in accordance with these Plan Rules.

19.2 Attorney

- (a) Each Participant, in consideration of the issue of an Invitation, shall be deemed to irrevocably appoint the Company, and any person nominated from time to time by the Company (each an Attorney) severally, as the Participant's attorney to complete and execute any documents including applications for Options and Option transfers and to do all things necessary on behalf of and in the name of the Participant which may be convenient or necessary for the purpose of giving effect to the provisions of these Plan Rules.
- (b) The Participant shall be deemed to covenant that the Participant shall:
 - (i) ratify and confirm any act or thing done pursuant to the powers conferred by this Rule 19.2;
 - (ii) release the Company, each Director and the Attorney (where applicable) from any liability whatsoever arising from the exercise of the powers conferred by this Rule 19.2; and
 - (iii) shall indemnify and hold harmless the Company, each Director and the Attorney (where applicable) in respect of such powers.

19.3 Notices

- (a) Any notice, certificate, consent, approval, waiver or other communications given under these Plan Rules is deemed to have been duly given if:
 - (i) sent by electronic mail or delivered by hand; or
 - (ii) sent by ordinary registered prepaid mail,and is deemed to have been served:
 - (iii) if sent by electronic mail or delivered by hand, at the time of sending or delivery; or
 - (iv) if posted by registered prepaid mail, three Business Days (or, if posted to an address outside Australia, seven Business Days) after the date of posting.

- (b) Delivery, transmission and postage:
- (i) if not given personally, is to the last known address of an Eligible Employee or Participant;
 - (ii) is to the address of the Company.

19.4 Changes to the Applicable Law

If a change occurs to an Applicable Law in a manner that affects the legal or practical effect or validity of the Plan, the Company agrees to work with Participants and make any changes necessary to this Plan to restore the legal or practical effect and validity of the Plan.

19.5 Governing Law and Jurisdiction

This Plan is governed by the laws of the Governing Jurisdiction. Any person referred to in the Plan submits to the exclusive jurisdiction of the Courts of the Governing Jurisdiction.

20. Definitions and Interpretation

20.1 Definitions

In these Plan Rules the following definitions apply:

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

- (a) the laws of the Governing Jurisdiction;
- (b) the Corporations Act;
- (c) the Tax Act;
- (d) the Listing Rules
- (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), (c) and (d) above;
- (f) the Constitution; and
- (g) any other legal requirement that applies to the Plan.

Application Form means an application form in respect of an Invitation in the form approved by the Board from time to time.

Approved Stock Exchange has the same meaning as in section 995.1 of the *Income Tax Assessment Act 1997*.

ASX Listing Rules means the official listing rules of ASX Limited (ACN 008 624 691) or the securities market on which it operates, as the case may be, as they apply to the Company.

Attorney has the meaning within Rule 19.2.

Board means all or some of the Directors of the Company acting as a board or duly authorised committee of the board.

Business means the business conducted by the Company Group.

Business Day means a day that is not a Saturday, Sunday or public holiday in the Governing Jurisdiction.

Cash Equivalent Value means, per Option, a cash amount equal to the market value of the Option Share that would otherwise have been issued to the Participant at the date of exercise, less the Exercise Price of the Option.

Change of Control Event means respect of the Company:

- (a) the merger or consolidation of the Company into another company;
- (b) the acquisition of a minimum 50% ownership in the company by a party or parties who are associated as defined in the Corporations Act;
- (c) a listing of the Company on another Approved Stock Exchange; or
- (d) any similar event that the Board determines at its absolute discretion.

Company means Waterco Limited ACN 002 070 733.

Company Group means the Company and any Subsidiary of the Company or each or any combination of them as the context requires.

Constitution means the constitution of the Company as amended from time to time.

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

Directors means a director of the Company within the meaning of the Corporations Act.

Disposal Restrictions means any restrictions on the disposal or transfer of the Options or Option Shares, as specified in these Plan Rules or in an Invitation.

Eligible Employee means an Employee selected by the Board at its absolute discretion to participate in the Plan.

Employee means:

- (a) a full-time or part-time employee of any company in the Company Group;
- (b) a director who is not employed in an executive capacity by any company in the Company Group; or
- (c) a consultant to any company in the Company Group.

Encumbrance means any security interest, mortgage, lien, charge, pledge, restriction against transfer, title retention, preferential right or trust arrangement, claim, covenant, easement or any other arrangement having the same effect and **Encumber** has the corresponding meaning.

Exercise Notice means a duly completed and executed notice of exercise of an Option by a Participant, in the form approved by the Board from time to time.

Exercise Period in relation to an Option, means the period commencing on the date on which an Option Vests and ending on the Expiration Date.

Exercise Price means the Exercise Price (if any) as specified in these Plan Rules or in an Invitation.

Exercise Restrictions means restrictions on the ability of a Participant to exercise a Vested Option, as specified in these Plan Rules or in an Invitation.

Expiration Date means the maximum term of the Options as specified in the Invitation.

Governing Jurisdiction means the jurisdiction of New South Wales, Australia.

Invitation has the meaning set out at Rule 3.

Invitation Lapse Date means the last date that the Application Form can be submitted as set out in the Invitation.

Listing Rules means the listing rules of any Approved Stock Exchange on which the Company is admitted to the official list, including the ASX Listing Rules.

Market Price Option means an option to subscribe for one fully paid Option Share, such option meeting the requirements set out at Schedule 2.

Option means an option to subscribe for an Option Share, including, but not limited to, a Market Price Option.

Option Share means a Share issued as a result of the exercise by the Participant of an Option and Option Shares has the corresponding meaning.

Participant means an Eligible Employee who has been issued Options under the Plan.

Plan means the plan constituted by the Plan Rules.

Plan Name means the name of this Plan, as set out at Rule 1.1.

Plan Rules means the rules of the Plan, including any schedules and annexures to it, set out in this document, as amended from time to time.

Share means an ordinary share in the Company and **Shares** has the corresponding meaning.

Shareholder means the holder of Shares.

Subsidiary has the meaning given in the Corporations Act but so that:

- (a) an entity will also be deemed to be a subsidiary of a company if it is controlled by that company (expressions used in this paragraph have the meanings given for the purposes of Parts 2.6 and 2.7 of the Corporations Act);
- (b) a trust may be a subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share; and
- (c) a corporation or trust may be a subsidiary of a trust if it would have been a subsidiary if that trust were a corporation.

Tax Act means the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth) or both, as the context requires.

Unvested means not Vested.

Vest means the right to exercise an Option subject to Exercise Restrictions upon meeting any Vesting Conditions and **Vested** and **Vesting** has the corresponding meaning.

Vesting Conditions means any conditions imposed on the vesting of the Options, as specified in these Plan Rules or in an Invitation, the meeting (or otherwise) of which will be notified to the Participant.

Vesting Date means the first date that the Options may Vest, as specified in the Plan Rules or in an Invitation.

Vesting Notice means a notice, in the form approved by the Board from time to time, in respect of the satisfaction or waiver of the Vesting Conditions and delivered by the Board to a Participant.

Vesting Period means the prescribed period for satisfaction of a Vesting Condition, as specified in these Plan Rules or in an Invitation.

20.2 Interpretation

In these Plan Rules, unless the context requires otherwise:

- (a) the singular includes its plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) headings are for convenience only and do not affect interpretation;
- (d) a reference to:
 - (i) a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
 - (ii) a party in these Plan Rules or another document includes that party's successors, permitted substitutes or permitted assigns;
 - (iii) a particular time is a reference to that time in the Governing Jurisdiction;
 - (iv) any agreement (including these Plan Rules) or document is to the agreement or document as amended, supplemented, novated or replaced from time to time;
 - (v) a Rule, clause, paragraph, schedule or annexure is to a clause, paragraph, schedule or annexure in or to these Plan Rules;
 - (vi) writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible or tangible form;
 - (vii) legislation (including subordinate legislation) or a provision of it is to that legislation or provision as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (viii) words such as including, or for example do not limit the meaning of the words preceding them;
 - (ix) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally;
 - (x) nothing in these Plan Rules is to be interpreted against a party solely on the ground that the party or its advisers drafted it;
- (e) in the event of an inconsistency between these Plan Rules and an Invitation, the terms of these Plan Rules prevail over the terms of an Invitation.

20.3 Effect of Plan Rules

If any rule of the Plan Rules is invalid, unenforceable or otherwise ineffective, that invalidity, unenforceability or ineffectiveness does not affect the validity, enforceability, operation, construction or interpretation of any other rule in the Plan Rules, with the intent that the invalid, unenforceable or ineffective rule shall be read down or, if it is not capable of being read down, shall be treated for all purposes as severable from the Plan Rules.

SCHEDULE 1 – Market Price Option scheme

This Schedule sets out the conditions that Options must meet to qualify as a Market Price Option scheme for Eligible Employees who are Australian tax residents.

In all other respects, the Plan Rules will apply.

Item	Term
General terms and conditions	The Market Price Options scheme is a scheme to which the requirements set out in section 83A-105(6) of the Tax Act must all apply for Options to be issued in accordance with this schedule.
Exercise Price	For each Option, the Exercise Price is equal to the market value of a Share at the time of Option issue.

Note: For Eligible Employees who are resident outside of Australia, the tax rules of the country of residency or citizenship will apply. Generally, this means income tax and social security on the difference between the Share market value and Option Exercise Price.

Sample Only

SCHEDULE 2 – Template Application Form

Waterco Limited Group Employee Share Option Plan- Options Application Form

TO: Waterco Limited ACN 002 070 733 (**Company**)

ATTENTION: [[CompanyContactName]]

Section A: Personal details (please use block letters)

TFN:

MR/MRS/MISS/MS:

FULL ADDRESS:

.....

.....

Section B: Application

I, the individual named in Part A of this Application, apply for [NoOfOptions] [MarketPriceOptions] on the terms and conditions set out in the Invitation and the Plan Rules.

Section C: Acknowledgement

I acknowledge that:

- (a) I am bound by the Plan Rules, and the terms and conditions set out in my Invitation and the documents forming part of the Invitation.
- (b) I have had the opportunity to obtain independent advice in relation to tax and all other matters relevant to me and have satisfied myself as to the consequences of my participation in the Plan.
- (c) I undertake to inform the Company of any changes to my name or address for so long as I hold Options or Option Shares.
- (d) The board of directors of the Company may accept this application in whole or in part.

Section D: Consent to disclosure of personal information

By signing this Application Form, I declare all statements made by me in this form are complete and accurate and consent to the use and disclosure of my personal information for the necessary purposes related to or required by the Plan.

Sample Only

This consent is given to the Company and any third-party plan administrator of the Plan appointed by the Company.

Section E: Irrevocable power of attorney

I grant an irrevocable power of attorney to any person nominated from time to time by the board of directors of the Company to do anything that I have the legal power to do in my name or in its name as my act as reasonably required to fulfil my obligations as a Participant in the Plan.

Signature of Eligible Employee:

Date:

Sample Only

SCHEDULE 3 – Template Option Issue Notice

Option Issue Notice

Waterco Limited ACN 002 070 733

Registered Office [[CompanyAddress]]
Incorporation [[ProviderCompanyLocation]]

No. of Options Issued	[Insert Number of Options]
Options	[MarketPriceOptions]
Issue Date:	[Insert Date]
Terms:	Refer Waterco Limited Group Employee Share Option Plan Rules and Invitation dated [[CurrentDate]].
Vesting Conditions:	Refer Waterco Limited Group Employee Share Option Plan Rules and Invitation dated [[CurrentDate]].
Exercise Period:	Refer Waterco Limited Group Employee Share Option Plan Rules and Invitation dated [[CurrentDate]].
Exercise No.:	Whole or part.
Exercise Price:	[Insert Exercise Price].
Exercise Rights:	Each Option entitles the holder to acquire 1 Ordinary Share in the capital of Waterco Limited ACN 002 070 733 on payment of the Exercise Price.
Expiry Date:	[[ExpiryDate]].
Exercise restrictions:	Refer Waterco Limited Group Employee Share Option Plan Rules and Invitation dated [[CurrentDate]].

This Issue Notice is to certify that [Insert Name] of [Insert Address] is the registered holder of [Insert Number of Options] Options as shown above, in Waterco Limited ACN 002 070 733, subject to the Constitution of Waterco Limited ACN 002 070 733 and the [[PlanName]] Rules and Invitation dated [[CurrentDate]].

EXECUTED BY WATERCO LIMITED
ABN 62 002 070 733 in accordance
With Section 127(1) of The Corporations
Act by:

Sample Only

Signature of Director

Signature of Director/Company Secretary

Full Name (Print)

Full Name (Print)

Sample Only

SCHEDULE 4 – Template Vesting Notice

Option Vesting Notice

Waterco Limited ACN 002 070 733

Registered Office [[CompanyAddress]]
Incorporation [[ProviderCompanyLocation]]

No. of Options Vested	[[Insert No. of Options Vested]]
Options	[[MarketPriceOptions]]
Issue Date:	[[Insert Date]]
Terms:	Refer Waterco Limited Group Employee Share Option Plan Rules and Invitation dated [[CurrentDate]].
Vesting Conditions:	Refer Waterco Limited Group Employee Share Option Plan Rules and Invitation dated [[CurrentDate]].
Exercise Period:	Refer Waterco Limited Group Employee Share Option Plan Rules and Invitation dated [[CurrentDate]].
Exercise No.:	Whole or part.
Exercise Price:	[[Insert Exercise Price]]
Exercise Rights:	Each Option entitles the holder to acquire 1 Ordinary Share in the capital of [[CompanyName]] on payment of the Exercise Price.
Expiry Date:	[[ExpiryDate]].
Exercise restrictions:	Refer Waterco Limited Group Employee Share Option Plan Rules and Invitation dated [[CurrentDate]].

This Issue Notice is to certify that the Vesting Conditions in relation to the Options numbered as shown above and held by [[Insert Name]] of [[Insert Address]], in Waterco Limited ACN 002 070 733, have been met.

EXECUTED BY WATERCO LIMITED

ABN 62 002 070 733 in accordance

With Section 127(1) of The Corporations

Act by:

Sample Only

Signature of Director

Signature of Director/Company Secretary

Full Name (Print)

Full Name (Print)

Sample Only

SCHEDULE 5 – Template Exercise Notice

Waterco Limited Group Employee Share Option Plan – Options Exercise Notice

TO: **Waterco Limited ACN 002 070 733 (Company)**

ATTENTION: **[[CompanyContactName]]**

Section A: Personal details (please use block letters)

TFN:

MR/MRS/MISS/MS:

FULL ADDRESS:

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.....

Section B: Options being exercised

I, the individual named in Part A of this Exercise Notice, hereby Exercise (insert number) Vested [MarketPriceOptions] at \$[Insert Exercise Price], as per the Options issued to me on or about [[CurrentDatePlus30]].

The total payment required is \$(multiply the number of Options being exercised by \$[Insert Exercise Price]).

Please note, except with the prior approval of the Board, the Options issued on or about [[CurrentDatePlus30]] must be exercised in whole.

Sample Only

Section C: Payment details

Waterco Limited ACN 002 070 733 will instruct you within ten (10) business days:

- (a) that payment is required and, if so, the due date for payment and the method for making payment; or
- (b) if Waterco Limited ACN 002 070 733 is to satisfy the exercised Options in cash.

Please note, the Board has the discretion to deliver cash instead of Shares on exercise of the Options.

**Signature of
Participant:**

.....

Date:

.....
