

amaysim Australia

Employee Share Plan Rules

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Rules

1. Purpose

1.1 The purpose of the Plan is to:

- 1.1.1 link employee rewards to amaysim's success;
- 1.1.2 provide an incentive for employees to work towards achievement of the business plan forecasts; and
- 1.1.3 ensure employees benefit when a Initial Public Offer is achieved.

2. Definitions

2.1 In these Rules, unless the contrary intention appears:

Application Form means the form that the Board determines from time to time is to be used by Eligible Employees to apply for Share Rights under the Plan after receiving an Offer.

ASX means ASX Limited ABN 98 008 624 691 trading as the Australian Securities Exchange.

ASX Listing Rules means the official listing rules of ASX.

Board means the Board of directors of the Company or a committee appointed by the Board of directors of the Company for the purposes of the Plan.

Business means the business of conducting a retail telecommunications business in Australia and New Zealand, driven by an efficient digital and internet, e-commerce management and marketing system.

Company means amaysim Australia Ltd ABN 65 143 613 478.

Condition means in respect of a relevant Participant any condition set out either in the Offer made to that Participant or in these Rules which must be satisfied before a Share Right can vest to that Participant.

Discretionary Residuary Beneficiary means:

- (a) an Employee;
- (b) a Participant;
- (c) a provident, benefit, superannuation or retirement fund to which a Group Company contributes for the benefit of its Employees; and
- (d) any other person or arrangement acting for the benefit of Employees.

Eligible Employee means, in relation to an Offer, an Employee who is invited by the Board to participate in the Plan.

Employee means a full time or part time employee of a Group Company (including any director of a Group Company holding salaried employment).

Exit Valuation has the same meaning as in the Shareholder Agreement.

Forfeited Share means a Share forfeited pursuant to clause 12.

Founders means each of Peter O’Connell , Rolf Hansen, Thomas Enge, Christian Magel and Andreas Perreiter.

Group means the Company and its subsidiaries.

Holding Lock has the meaning given to that term in the Listing Rules.

Initial Public Offer means an offer of shares in the Company to the public in connection with an application for admission of that company to the official list of a Stock Exchange.

Liquidity Event means a Initial Public Offer as envisaged in Clause 9.1 of the Shareholder Agreement.

Listing Rules means the official listing rules of the ASX.

Notice of Withdrawal means a duly completed and executed request for permission to withdraw a specified number of allocated Shares from the Plan, submitted by a Participant to the Plan Administrator. Such Notice must be submitted in the form approved by the Board.

Offer means an invitation made under clause 3 to an Eligible Employee to apply for Share Rights under the terms of the Plan.

Participant means an Eligible Employee whose Application Form has been accepted by the Board, and to whom Share Rights have been granted, in accordance with clause 3.3.4.

Plan means the amaysim Australia Employee Share Plan established by the Board which is governed by these Rules.

Plan Administrator means the person selected by the Board from time to time to carry out the day-to-day administration of the Plan and to perform the functions allocated to that role for the purposes of these Rules. To avoid doubt, any power that may be exercised by the Plan Administrator under these Rules may be exercised by the Board and any obligations to be performed by the Plan Administrator can be performed by the Board.

Qualifying Reason means:

- (a) the death, total and permanent disablement, retirement or redundancy of the Participant as determined by the Board in its absolute discretion; or
- (b) any other reason as determined by the Board in its absolute discretion.

Round A, Round B and Round C Investors each has the same meaning as in the Shareholders Agreement.

Rules means the rules of the Plan set out in this document, as amended from time to time.

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

Shareholder means a person entered on the register of members of the Company from time to time.

Shareholders Agreement means the agreement made on 29 July 2010, and as subsequently amended, between Shark Holding GmbH, Round A, Round B and Round C Investors and Compass Telecommunications Australia Pty Limited (which changed its name to amaysim Australia Pty Ltd).

Share Right means a right to acquire a Share under the Plan or to receive a cash amount of equivalent value to a Share under the Plan, as determined by the Board in its absolute discretion.

Stock Exchange means the ASX Limited or any other recognised stock exchange.

2.2 In these Rules, unless the context otherwise requires:

- 2.2.1 a reference to these Rules or this document means this document and includes any variation or replacement of it;
- 2.2.2 a reference to a statute, other law or the Listing Rules includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of it;
- 2.2.3 the singular includes the plural number and vice versa;
- 2.2.4 a reference to a gender includes a reference to each gender;
- 2.2.5 "includes" means includes but without limitation;
- 2.2.6 where a word or phrase is given a defined meaning in these Rules, any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
- 2.2.7 a reference to an act includes an omission and a reference to doing an act includes executing a document;
- 2.2.8 a reference to a person includes the legal personal representative of that person and also corporations and other entities recognised by law; and
- 2.2.9 a reference to a clause or paragraph is a reference to a clause or paragraph of these Rules, or the corresponding clause or Rules, as amended from time to time.

2.3 A heading is for reference only and it does not affect the meaning or interpretation of these Rules.

2.4 Rounding

Where any calculation or adjustment to be made pursuant to these Rules produces a fraction of a cent or a fraction of a Share, the fraction will be eliminated by rounding down to the nearest whole number.

3. Offer to Participate and Acceptance

3.1 Offers of Share Rights

- 3.1.1 The Board may, from time to time, make an Offer of Share Rights to an Eligible Employee
- 3.1.2 An Offer shall be in such form and content and with such Conditions as the Board determines and must be accompanied by an Application Form.
- 3.1.3 Notwithstanding any other Conditions that may be determined by the Board, no Share Rights can vest under the Plan unless the per Share Exit Valuation is at least 2 times the per Share issue price to the Round A, Round B and Round C Investors.
- 3.1.4 In accepting an Offer, a Participant acknowledges and accepts that the Offer replaces any prior invitation to participate in the amaysim Australia Pty Ltd Option Share Trust, that such prior invitation has been withdrawn and is void, and that the Participant has no rights or entitlements in relation to that prior invitation.

3.2 Determination by the Board

In determining whether to make an Offer to an Eligible Employee, the Board, acting in its absolute discretion, may have regard to some or all of the following:

- 3.2.1 the Eligible Employee's length of service with the Group
- 3.2.2 the Eligible Employee's level of responsibility and authority within the Group
- 3.2.3 the contribution made by the Eligible Employee to the Group
- 3.2.4 the potential contribution of the Eligible Employee to the Group
- 3.2.5 any other matter the Board considers relevant;

and may impose Conditions in respect of any Offer of Share Rights.

3.3 Application by Eligible Employee

- 3.3.1 To apply for Share Rights and become a Participant under this Plan, subject to clause 3.3.4, an Eligible Employee must complete and sign the Application Form accompanying the Offer and return it to the person designated by the Board, by the time and date specified in the Offer.

- 3.3.2 The Application Form must be completed in the name of the Eligible Employee and cannot be completed in the name of anyone else.
- 3.3.3 By completing and signing the Application Form, an Eligible Employee agrees to participate in the Plan and to be bound by these Rules and, if Shares are allocated to the Participant under these Rules, the Company's Constitution.
- 3.3.4 An Eligible Employee becomes a Participant in the Plan upon the Board resolving to accept the Application Form and granting the number of Share Rights specified in the Offer to the Participant.
- 3.3.5 Mere participation in the Plan does not give the Participant a legal or beneficial interest in a Share. A Participant will only have a right to acquire a Share or to be paid a cash amount on satisfaction of the Conditions applicable to a Share Right, and otherwise in accordance with the Offer and these Rules.

4. Vesting of Share Rights

- 4.1 Subject to clause 6.2 and clause 6.3, a Share Right will only vest to provide a reward (either in equity or cash) to a Participant if all of the Conditions to which that Share Right is subject, including the Condition specified in clause 3.1.3, have been satisfied.
- 4.2 If the Conditions applicable to a Share Right held by a Participant are satisfied, the Company must, at the absolute discretion of the Board, either
 - 4.2.1 allocate one Share to the Participant for that Share Right by
 - (a) issuing a Share, or
 - (b) procuring that the Plan Administrator acquires a Share;or
 - 4.2.2 pay to the Participant a cash amount equivalent to the value of the Share that would otherwise be allocated on vesting of the Share Right (which amount will be paid less any deductions or withholdings required by law in relation to the liability of the Participant for income tax arising as a consequence of the inclusion of that amount in the Participant's assessable income).
 - 4.2.3 Without limiting the discretion of the Board under this clause 4.2, it is expected that Shares will be allocated to Participants if the Conditions applicable to Share Rights are satisfied as a result of the listing of Shares

on the ASX

- 4.3 Where Shares are allocated to a Participant pursuant to clause 4.2.1 and the Company is required to make a payment to the appropriate authorities on account of a liability of the Participant or the Company to tax, superannuation, duties or other amounts in relation to those Shares,

4.3.1 the Company may make such arrangements as the Board determines are reasonable to settle that liability, which arrangements may include selling sufficient number of the allocated Shares so that the net proceeds of sale equal the payment the Company is required to make to the appropriate authorities.

4.3.2 Clause 4.3.1 shall not apply if the Participant makes alternative arrangements to the satisfaction of the Company.

- 4.4 In the event of an Initial Public Offer:

4.4.1 one-third of the Share Rights granted to a Participant will vest immediately prior to completion of the issue and transfer of Shares pursuant to an Initial Public Offer;

4.4.2 one-third of the Share Rights granted to a Participant will vest immediately after the third business day following the release of amaysim's preliminary final report for the first financial year ending after an Initial Public Offer; and

4.4.3 one-third of the Share Rights granted to a Participant will vest immediately after the third business day following the release of amaysim's preliminary final report for the second financial year ending after an Initial Public Offer,

provided that any Shares allocated to a Participant to whom the restrictions specified in Appendix 9B of the Listing Rules apply will be held in the Plan subject to those restrictions.

- 4.5 **Not used** *[CU Note: This has been removed for clarity. Assuming the IPO completes, cl 4.4 is the only relevant vesting clause]*

- 4.6 Unless the Board otherwise determines, Shares allocated to a Participant are to be acquired by the Plan Administrator and registered in the name of that Participant but subject to a Holding Lock to ensure that the Shares are held in the Plan subject to these Rules. The Participant shall be the beneficial owner of the Shares.
- 4.7 A Participant is not liable to make any payment on allocation of Shares.
- 4.8 If the Conditions applicable to a Share Right held by a Participant are not satisfied that Share Right will lapse and the Participant will be treated as having never held any right or interest in that Share Right.
- 4.9 In any event, all unvested Share Rights will lapse no later than seven years after the date on which they were granted, and Participants will be treated as never having held any right or interest in those Share Rights.

5. Liquidity Event

- 5.1 Unless the Board in its absolute discretion determines otherwise, if a Liquidity Event occurs the Conditions applicable to Share Rights will be treated as having been satisfied.

6. Cessation of Employment

- 6.1 Where a Participant ceases to be employed by the Company either prior to or after a Liquidity Event for a reason other than a Qualifying Reason, any unvested Share Rights held by the Participant will lapse and the Participant will be treated as having never held any right or interest in those Share Rights.
- 6.2 Where a Participant ceases to be employed by the Company due to a Qualifying Reason prior to a Liquidity Event, the Board in its absolute discretion may determine that the Conditions applicable to any Share Rights held by the Participant have been satisfied or that those Share Rights do not lapse.
- 6.3 Where a Participant ceases to be employed by the Company due to a Qualifying Reason after a Liquidity Event, but subject at all times to clause 3.1.3, any unvested Share Rights held by the Participant will immediately vest to provide a reward in equity if Shares are listed on the ASX or in cash if Shares are not listed.

- 6.4 For the avoidance of doubt, a Participant who has been granted an approved leave of absence and who exercises the right to return to work, under any applicable award, enterprise agreement, other agreement, statute or regulation before Share Rights vest, will be treated as not having ceased to be employed by the Company.

7. ASIC Relief

- 7.1 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 pursuant to its power to exempt and modify the *Corporations Act 2001* 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 Rule to be contained in the Plan is inconsistent with any other provision in the Plan, the deemed covenant or other provision shall prevail.
- 7.2 Shares must not be allocated to a Participant under this Plan if the Participant would hold a legal or beneficial interest in more than five percent (5%) of the Shares.
- 7.3 Shares must not be allocated to a Participant under this Plan if the Participant would be in a position to cast, or control the casting of, more than five percent (5%) of the maximum number of votes that might be cast at a general meeting of the Company.

8. No Transfer

- 8.1 Participants must not sell, transfer, mortgage, assign, charge, make subject to any margin lending arrangement, grant any other security interest or otherwise dispose of, deal with or encumber any Share Right or any Share held by them under the Plan, other than in accordance with clause 11.
- 8.2 Participants must not enter into any contract, scheme or arrangement (including, without limitation, any derivatives or similar financial instruments) to manage (or to purport to manage) the risk of a price change (whether or not favourable or adverse and whether or not occurring or likely to occur in the present or future) or the timing, likelihood or manner of vesting in or with respect to any Share Right or any Share held by them under the Plan (or any economic equivalent of such Share Rights or Shares), other than in accordance with clause 11.
- 8.3 Breach of clause 8.1 or clause 8.2 shall cause the Share Rights granted to the Participant to lapse immediately such that no Shares or cash amounts can or will be allocated or paid in respect of those Share Rights.

- 8.4 Subject to these Rules, if a Participant dies or the Participant's estate is liable to be dealt with under the laws relating to mental health, the Company will recognise only the legal personal representative of the deceased or incapacitated Participant as having any entitlement in relation to the Participant's interest in the Plan. The Company may require the legal personal representative to provide the Company with all such information that it considers necessary, in its absolute discretion, prior to recognising the entitlement of the legal personal representative.

9. Re-organisation of Capital

- 9.1 In the event of any reconstruction of the issued ordinary capital of the Company, the number of Share Rights held by each Participant will be adjusted in accordance with methodology prescribed in the Listing Rules (including where Shares are not listed on the ASX).
- 9.2 Upon any adjustment being made pursuant to this clause 9, the Board must inform each Participant in writing of the change in the number of Share Rights held by that Participant.
- 9.3 If the making of any adjustment contemplated by this clause results in a number of Share Rights that is not a whole number, the number shall be rounded down to the nearest whole number.
- 9.4 A Share Right does not confer on a Participant the right to participate in new issues of Shares by the Company, including by way of bonus issue, rights issue or otherwise.

10. Ranking of Shares and Quotation

10.1 Ranking of Shares

Shares allocated under the Plan rank equally with all other existing Shares in all respects including voting rights and entitlement to participate in dividends and in future rights and bonus issues.

10.2 Shares to be quoted on ASX

If Shares are quoted on the ASX, the Company must apply to the ASX within the period applicable under the Listing Rules, if any, for all Shares issued by the Company under this Plan to be quoted.

10.3 Restriction on sale of Shares

Prior to the quotation of Shares on the ASX, a Share may only be sold to:

- 10.3.1 An existing holder of Shares; or

11. Disposal Restrictions

- 11.1 Subject to clause 12 and any additional obligations that a Participant has under law including pursuant to insider trading laws and any securities trading policies effected by the Company), a Share allocated to a Participant must not be sold, transferred or otherwise dealt with in the manner described in clause 8.1 or clause 8.2 unless the Participant to whom the Share has been allocated has submitted a Notice of Withdrawal and such notice has been approved in accordance with this clause 11 or a Notice of Withdrawal has been deemed to have been approved in accordance with clause 11.3.
- 11.2 A Notice of Withdrawal may be submitted following the earlier of:
- 11.2.1 the time the Participant receives written consent from the Board to a request made by the Participant to the Board for the sale or transfer of Shares under the Plan, which consent shall not be unreasonably withheld; or
 - 11.2.2 a Liquidity Event.
- 11.3 A Notice of Withdrawal is deemed to have been submitted and approved immediately upon:
- 11.3.1 the Participant ceasing to be an Employee; or
 - 11.3.2 the seventh anniversary of the grant date of the Share Rights in respect of which Shares have been allocated.
- 11.4 Where, prior to the quotation of Shares on the ASX, a Participant ceases to be an Employee and a Notice of Withdrawal is deemed to have been submitted and approved in accordance with clause 11.3, it will be further deemed that the Participant has requested the sale of any Shares the Participant acquired under the Plan and the Company will pay the Participant the value of those Shares.
- 11.5 The Company may administer its register of members, and do all things necessary or desirable, for the purpose of preventing a breach of clause 11.1 subject to compliance with the Listing Rules. Without limiting the generality of the foregoing, the Company may apply a Holding Lock to prevent any Share being sold, transferred, withdrawn, or otherwise being dealt with in accordance with clause 8.1.
- 11.6 In circumstances where a Participant is entitled to submit a Notice of Withdrawal in accordance with clause 11.2, the Board may, in its absolute discretion:
- 11.6.1 deem the Participant to have submitted such a Notice of Withdrawal in respect of some or all of the Shares;
 - 11.6.2 approve that Notice of Withdrawal;

- 11.6.3 apply for the release of the Holding Lock on those Shares; and
- 11.6.4 immediately notify the Plan Administrator and the Participant of the above and that the Shares are no longer subject to the Plan.
- 11.7 In circumstances where a Participant is deemed to have submitted a Notice of Withdrawal in accordance with clause 11.3, the Board:
 - 11.7.1 will apply for the release of the Holding Lock on the Shares as soon thereafter as practicable; and
 - 11.7.2 will immediately notify the Plan Administrator and the Participant of the above and that the shares are no longer subject to the Plan.

12. Forfeiture

- 12.1 Notwithstanding any other provision of these Rules, unless otherwise determined by the Board, a Participant (and any person claiming through him or her) will forfeit any Share Rights and Shares under the Plan or other rights or entitlements under the Plan if:
 - 12.1.1 the Participant is dismissed for cause; or
 - 12.1.2 in the Board's reasonable opinion the Participant acts fraudulently or dishonestly, is in serious breach of duty (under a contract or otherwise) to the Company or commits any act of harassment or discrimination; or
 - 12.1.3 in the Board's reasonable opinion, the Participant has brought the Company into disrepute.
- 12.2 Share Rights that have been forfeited under clause 12.1 will lapse.
- 12.3 The Plan Administrator must sell the Forfeited Shares and hold the proceeds of sale on trust for the purpose of the Plan. The Plan Administrator is authorised to deduct and apply from the proceeds of sale any costs, expenses, taxes or outgoings incurred in the transfer of those Forfeited Shares.
- 12.4 By notice in writing, the Board may require in its absolute discretion that the Plan Administrator apply the proceeds of sale of Forfeited Shares for the benefit of any Discretionary Residuary Beneficiary subject to any conditions specified by the Board. Proceeds may not be applied to a Discretionary Residuary Beneficiary if doing so would adversely affect taxation benefits associated with the Plan or any other legal concession or relief to which the Plan might otherwise be entitled.

- 12.5 Without prejudice to clause 22.1, each Participant authorises each director and company secretary of the Company and each director and company secretary of the Plan Administrator to execute any documents which may be necessary or convenient to effect the transfer from the name of the Participant of any Shares which become Forfeited Shares and agrees if requested by the Company or the Plan Administrator to execute a power of attorney in a form specified by the Company confirming that authority.
- 12.6 The Plan Administrator must not pay the proceeds of sale of any Forfeited Shares to the Company or transfer any Forfeited Shares to the Company.

13. Administration of Plan

13.1 Board to administer

The Board will administer the Plan and may:

- 13.1.1 determine appropriate documentation and procedures for the administration of the Plan consistent with these Rules;
- 13.1.2 resolve conclusively all questions of fact or interpretation arising in connection with the Plan;
- 13.1.3 exercise discretions expressly conferred on it by these Rules or which may otherwise be required in relation to the Plan; and
- 13.1.4 delegate to any one or more persons (for such period and on such conditions as it may determine) the exercise of any of its powers or discretions arising under the Plan.

13.2 Board has unfettered discretion

Except as otherwise expressly provided in these Rules, the Board has absolute and unfettered discretion in the exercise of any of its powers or discretions under the Rules and to act or refrain from acting under these Rules or in connection with the Plan.

13.3 Board's power to waive conditions

Subject to the Listing Rules (if Shares are listed on the ASX), the Board may, in relation to a Share Right, waive in whole or in part, on terms it considers appropriate, any of the Conditions or other terms or conditions applicable to the Share Right.

13.4 Adjustments to Plan in case of foreign resident Participant

If, in relation to an Offer, the Participant or the Eligible Employee is not a resident of Australia, the Rules apply to the Offer subject to whatever alterations or additions the Board may determine, having regard to any securities, exchange control or taxation laws or regulations or any other matter that the Board considers directly or indirectly relevant.

14. Contracts of Employment and other Employment rights

14.1 These Rules:

- 14.1.1 do not confer on any Participant the right to continue as an employee of a Group Company;
- 14.1.2 do not affect any rights which a Group Company may have to terminate the employment of any employee; and
- 14.1.3 may not be used to increase damages in any action brought against a Group Company in respect of any such termination.

15. Amendment

- 15.1 Subject to clause 15.2, the Board may at any time amend all or any of the provisions of the Plan and the terms and conditions of an Offer (including this clause 15.1).
- 15.2 No amendment may be made under clause 15.1 without the consent of 75% of all Participants, if the amendment would prejudicially affect the rights of the Participants, except the Board may make an amendment primarily:
 - 15.2.1 for the purpose of complying with present or future law;
 - 15.2.2 to correct any manifest error or mistake;
 - 15.2.3 to take into consideration possible adverse tax implications in respect of the Plan; or
 - 15.2.4 to enable the Company to comply with the Listing Rules or instruments of relief issued by the Australian Securities and Investments Commission from time to time relating to employee share schemes.

16. Termination

- 16.1 Subject to clause 16.2, the Company may at any time by written instrument or by resolution of the Board, terminate the Plan in whole or in part in respect of some or all of the Eligible Employees, without any liability whatsoever on the Company.

- 16.2 No action may be taken under clause 16.1 that would prejudicially affect the existing rights of Participants and Shares held on behalf of Participants under these Rules.

17. Connection with other Plans

- 17.1 Participation in the Plan does not affect, and is not affected by, participation in any other incentive or other scheme operated by the Company unless the terms of that scheme provide otherwise.

18. Notices

- 18.1 Any notices regarding the Plan or Shares under the Plan will be sent to the registered address of the Participant as recorded in the register of Participants maintained by the Company.

19. Operation of the Plan

- 19.1 The Plan will be operated in accordance with these Rules, which bind the Company, the Plan Administrator and each Participant.

20. General

- 20.1 Notwithstanding any clause of these Rules, Shares may not be issued, purchased, allocated, transferred or dealt with under the Plan if to do so would contravene the *Corporations Act 2001*, the Listing Rules or any other applicable laws.

21. Power of Attorney

- 21.1 Each Participant, in consideration of an Offer:
- 21.1.1 irrevocably appoints 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 relating to Shares allocated, issued or acquired pursuant to this Plan and to do all acts or things 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 this Plan;
 - 21.1.2 covenants that the Participant shall ratify and confirm any act or thing done pursuant to this power;
 - 21.1.3 releases the Company and the attorney from any liability whatsoever arising from the exercise of the powers conferred by this Rule; and

21.1.4 indemnifies and holds harmless the Company and the attorney in respect thereof.

22. Governing Law

22.1 This Plan is governed by and shall be construed and take effect in accordance with the laws of New South Wales and will at all times be subject to the *Corporations Act*, the *Income Tax Assessment Act* and any other applicable legislation from time to time and, if relevant, the Listing Rules.