



## GEO LIMITED EMPLOYEE SHARE OPTION SCHEME RULES

These are the rules of the Geo Limited Share Option Scheme (the **Scheme**), being the Scheme under which the Options to purchase shares in Geo Limited (the **Company**) will be granted to certain persons (including employees, contractors, directors and advisers) relevant to the Company or a related company. These rules set out the terms of the Scheme in an easy-to-understand plain English format. These rules, together with your Option Certificate and your letter of invitation to participate, create a legally binding option contract between the Company and you.

1. **What is the purpose of the Scheme?**

The Scheme has been established to enable key contributors to the potential success of the Company and/or a related company, to share in that success by granting them an option to purchase ordinary shares (**Shares**) in the Company at an agreed price.

The Scheme provides these contributors with an opportunity to benefit financially if the Company is successful and its Shares become worth more than the agreed purchase price.

2. **How many Options will be granted?**

Options will be granted at the discretion of the Board of Directors of the Company, subject to any legal requirements.

3. **How are Options granted?**

Options are granted by the Company issuing an Option Certificate to the recipient. The Option Certificate will set out the date of grant of the Options, the number of Options granted (one Option gives the right to purchase one Share), the exercise price at which Shares may be purchased and the timing of the entitlement to exercise the Options (i.e. based on a time period and/or performance hurdles).

4. **Do I have to pay for the Options?**

No. But if you decide to exercise your right to purchase Shares (i.e. exercise your Option) you must pay the agreed exercise price for those Shares as set out in the Option Certificate.

5. **What is the agreed exercise purchase price for the Shares?**

This is set out on your Option Certificate and is determined by the Board of Directors of the Company.

6. **Do I have to exercise my Options and purchase Shares?**

No. It is entirely up to you whether you do so. You will only be required to pay the purchase price if you decide to exercise your Options.



7. **When does my right to purchase Shares become exercisable?**

Subject always to Questions 8 and 9, Options become exercisable at the times set out in your Option Certificate, provided that:

- a) where a change of control (as defined below) is proposed, the Company will provide you with 14 days' notice of that proposal and, all your Options will vest and will become exercisable as of immediately prior to the change of control. Such notice shall include the price per Company share for the change of control. Any Options that have not been exercised prior to the change of control will terminate without consideration.

A change of control occurs where:

- (a) a person and that person's associates (as defined in the New Zealand Takeovers Code), other than North Ridge Partners Pty Limited and or Wentworth Financial Pty Limited or any of their associates, acquires ownership or control of 50.1% or more of the voting rights (as defined in the Takeovers Code) in the Company;
- (b) all (or substantially all) of the assets of the Company have been sold and completion has occurred under that transaction; or
- (c) a merger or amalgamation is completed in which the Company is not the surviving entity.

8. **Is there a final cut-off date for the exercise of Options?**

Yes. In no circumstances may Options be exercised after the final exercise date set out in your Option Certificate. All Options that have not been exercised by that date will automatically cancel.

9. **What happens if I cease to work for the Company?**

**Good leaver:** If you cease to be an employee, director, advisor or contractor of the Company for any reason (other than for Cause or by reason of death or total and permanent disability):

- (a) all Options that have become exercisable as at the cessation date may be exercised on the earlier of the expiry of (a) a period of 60 days from such cessation; or (b) the exercise period, unless another period is determined by the Board of Directors of the Company in its absolute discretion; and
- (b) all Options that have not become exercisable as at the cessation date will be cancelled without compensation on that date.

If you leave due to death or in circumstances considered by the Board of Directors of the Company in its absolute discretion to constitute total and permanent disability then the Board of Directors of the Company in its absolute discretion may allow your Options to be exercised or net settled (i.e. cancelled with shares issued representing any gain) within a certain period (of up to three months from the date of death or determination of total and permanent disability).

**Bad leaver:** If you cease to be an employee, director, advisor or contractor of the Company for Cause all Options (that have become exercisable or otherwise) will be cancelled without compensation on the cessation date.



For the purposes of this section 9, “Cause” means termination on grounds of misconduct or any other conduct that is inconsistent with the fulfilment of the terms of your service to the Company. Those grounds include, but are not limited to, you:

- committing a material breach of your employment, contractor or services agreement with the Company;
- committing wilful dishonesty, fraud, or misconduct with respect to the business or affairs of the Company;
- being convicted of any criminal offence which may result in a term of imprisonment or which involves dishonesty; and
- breaching any duty to act in good faith towards the Company.

10. **How do I exercise my Options?**

By completing the notice of exercise (available from the Company) and paying the agreed exercise price.

11. **Can I exercise some of my Options but not all of them?**

Yes, but the minimum number of Options that may be exercised on any one occasion is set out in your Option Certificate.

12. **What happens when I exercise Options and are there any tax consequences?**

You will receive one ordinary Share in the Company for every Option exercised, with the allotment of such Shares to occur within a reasonable time of the Company receiving a validly completed notice of exercise and payment of the agreed exercise price. You will hold these Shares on the terms set out in the Company’s constitution.

**Once you receive Shares, you will be subject to the normal Shareholder risks. Share values can go up and down.**

**You may be liable to pay tax. Your tax position may differ depending on your specific circumstances. This is not tax advice. You should get independent advice from a professional before exercising any Options.**

13. **Can I transfer my Options?**

No.

14. **What happens if the Company reconstructs its Share capital?**

It is possible that the Company may reconstruct its share capital in a way that affects your Options. This could occur, for example, if the Company implements a share split, share consolidation, share re-classification, bonus issue, rights issue, share buy-back or other type of reconstruction.

If the reconstruction results in additional share capital being issued such as (without limitation), a bonus issue, rights issue, or placement), the Board of Directors of the Company will not adjust the number of Options you hold and/or the exercise price payable for Shares. To avoid doubt, there is no protection against dilution, which will occur if the Company is required to raise additional capital in the future.

For other types of reconstructions such as (without limitation) a share split, share consolidation, or share re-classification, the Board of Directors of the Company will adjust the number of Options you hold and/or the exercise price payable for Shares in such manner as it considers to be equitable, subject to any legal requirements.



15. **Do Options receive dividends or carry votes?**

No. Options do not carry voting rights and do not participate in dividends, issues of equity capital, capital having an element of equity, securities convertible into equity capital or similar instruments.

16. **Can the rules of the Scheme be altered?**

Yes. The Company retains the discretion to amend the rules of the Scheme at any time provided that no amendment that would adversely affect your position may be made without your written consent or the written consent of current Scheme participants who between them hold not less than 75% of all Options outstanding.

17. **Rights**

You waive all rights to compensation or damages for termination of employment for any reason whatsoever insofar as those rights arise, or may arise, from ceasing to be entitled to exercise any Option.

18. **Governing law**

New Zealand law shall apply to the Options granted under the Scheme and the parties submit to the jurisdiction of the New Zealand courts.