

Rules of the Promina Group Limited
Employee Share Purchase Plan
(Deferral 2003)

MERCER

Human Resource Consulting

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Rules

1 Purpose

- 1.1 The purpose of the Promina Group Limited Employee Share Purchase Plan is to:
- 1.1.1 assist in the retention and motivation of employees of the Group by providing employees with the opportunity to participate as shareholders in the success of the Company; and
 - 1.1.2 create a culture of share ownership amongst employees of companies in the Group.

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 Shares under the Plan.

ASX means ASX Limited (ACN 008 624 691) or the Australian Securities Exchange operated by it (as the context requires).

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

Capital Event means any of the following:

- a) a person acquiring a relevant interest (within the meaning of section 608 of the *Corporations Act 2001*) in more than fifty percent (50%) of the Shares in the Company as a result of a takeover bid;
- b) a person acquiring a relevant interest (within the meaning of section 608 of the *Corporations Act 2001*) in more than fifty percent (50%) of the Shares in the Company through a scheme of arrangement; or
- c) any other similar event (including, but not limited to a merger of the Company with another company) which the Board determines, in its absolute discretion, to be a Capital Event.

Company means **Suncorp Group Limited ABN 66 145 290 124**.

Deeming Date means in respect of a Year in which an Offer is made, 1 July in the Year.

Eligible Employee means a permanent full-time or permanent part-time employee (including a director employed in an executive capacity) of the Group who is declared by the Board to be an eligible employee for the purpose of the Plan.

Forfeited Share means a Share forfeited pursuant to **clause 14.1**.

Group means the Company and each subsidiary of the Company (as defined in Division 6 of Part 1.2 of the *Corporations Act 2001*).

Listing Rules means the official listing rules of the ASX as they apply to the Company from time to time.

Offer means an invitation made under **clause 4.1** to an Eligible Employee to acquire Shares under the Plan.

Participant in respect of any Year means an Eligible Employee to whom Shares have been granted under the Plan in respect of that Year to which the Eligible Employee is beneficially entitled in accordance with the Rules and the terms of the Trust Deed.

Plan means the Promina Group Limited Employee Share Purchase Plan (Deferral 2003), being the plan constituted by these Rules.

Plan Administrator means the person selected by the Board to carry out the day to day administration of the Plan.

Relevant Value in relation to a Participant in respect of a Year means the value determined by the Board.

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 Company.

Trust means the Promina Group Limited Employee Share Purchase Plan Trust.

Trust Deed means the deed establishing the Trust as amended from time to time.

Trustee means the trustee of the Trust as appointed from time to time.

Year means the annual period of twelve calendar months commencing 1 July and ending on 30 June.

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 reference to a clause or paragraph is reference to a clause or paragraph of these Rules or the corresponding Rule 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.

3 Eligibility

- 3.1 Subject to **clause 3.2** and **3.3**, the Board may in its absolute discretion invite Eligible Employees to participate in the Plan.
- 3.2 The Board may in its absolute discretion determine other criteria to apply for participation, including without limitation, a minimum period of service.
- 3.3 The Board may determine at any time that any Eligible Employee shall not participate in the Plan if the Eligible Employee is a participant under any other share or option plan operated by the Company or if the Eligible Employee's participation would be unlawful.

4 Offer to Participate and Acceptance

- 4.1 Subject to these Rules, the Board may invite an Eligible Employee to complete an Application Form in respect of an Offer in respect of a Year.
- 4.2 The Board shall at its discretion determine in respect of the Year specified in the Application Form:
 - 4.2.1 that each, or any, member of the Group should pay specified amounts under the Plan, including, or the Plan Administrator on behalf of the Trustee (if so determined by the Board) at such time or times as the Board may determine in respect of that Year and that each member of the Group is authorised to contribute or lend money in respect of the Plan, including to the Trustee, or the Plan Administrator on behalf of the Trustee if so determined by the Board) for this purpose; or
 - 4.2.2 that Participants should pay specified amounts under the Plan, including to the Trustee, or the Plan Administrator on behalf of the Trustee (if so determined by the Board) in respect of an Offer, provided that the total amount of the payment made or funds provided, as appropriate, must not exceed the Relevant Value.
- 4.3 The Trustee or the Plan Administrator must comply with any direction of the Board to acquire shares for allocation to, or for or on behalf of, a Participant in accordance with the rules of the Plan and must apply any amount provided under **clause 4.2** as directed by the Board pursuant to these Rules. However, a direction to acquire Shares is only effective if the Trustee or Plan

Administrator has sufficient funds for the acquisition or is given sufficient funds by a company within the Group or a Participant.

- 4.4 Amounts paid by a member of the Group in accordance with **clause 4.2.1**, or by a Participant in accordance with **clause 4.2.2**, are to be applied in acquiring Shares (whether by subscription or purchase) for allocation to, or for or on behalf of, Participants, or the Participant, as appropriate.
- 4.5 An Offer to an Eligible Employee must be in writing and must specify:
- 4.5.1 the date of the Offer;
 - 4.5.2 the minimum holding period in relation to the Shares allocated under the Plan;
 - 4.5.3 any other terms and conditions relating to the Offer which in the opinion of the Board are fair and reasonable but not inconsistent with those Rules;
 - 4.5.4 the name or title of the person designated by the Board as the person to whom the Application Form must be sent;
 - 4.5.5 the time and date by which the Application Form must be received by the person referred to in **clause 4.5.4**; and
 - 4.5.6 that the offer is conditional on the Eligible Employee still being an Eligible Employee at the date of allocation.
- 4.6 The Offer must be accompanied by an Application Form, which will include a request for an Eligible Employee's Tax File Number.

5 Application in respect of an Offer

- 5.1 To apply for Shares and become a Participant under this Plan, subject to **clause 5.4**, an Eligible Employee must complete and sign the Application Form and return it to the person referred to in **clause 4.5.4**, by the time and date specified in the Application Form.
- 5.2 The Application Form must be completed in the name of the Eligible Employee and cannot be completed in the name of anyone else.
- 5.3 By completing and signing the Application Form, an Eligible Employee agrees to participate in the Plan and to be bound by these Rules and the Company Constitution.
- 5.4 An Eligible Employee becomes a Participant in the Plan upon the Board resolving to allocate Shares to the Eligible Employee.

6 Cessation of Participation

- 6.1 A Participant may, by request in writing to the Board, cease to participate in the Plan at any time. Such cessation shall be effective as from the commencement of the payroll period following the payroll period in which the Board receives and accepts the written cessation request.

- 6.2 A Participant shall cease to participate in the Plan and shall cease to be a Participant upon ceasing to be an Eligible Employee for any reason.
- 6.3 With effect from the date a Participant ceases to participate in the Plan pursuant to **clause 6.1** or **clause 6.1**:
- 6.3.1 no further payments will be made in respect of the Participant;
 - 6.3.2 no Shares will be allocated to the Participant in relation to any payments made to the Plan in respect of the Participant pursuant to **clause 4.2** that have not been applied to the allocation of Shares under **clause 7**;
 - 6.3.3 the amount of any funds provided to the Plan pursuant to **clause 4.2.2** that have not been applied to the allocation of Shares under **clause 7**;
 - 6.3.1 the Participant shall not be entitled to any funds provided or payments made to the Plan by a member of the Group in respect of the Participant that have not been applied to the allocation of Shares under **clause 7** as at the date the Participant ceases to participate in the Plan.

7 Allocation of Shares

- 7.1 Subject to **clause 7.2** and **clause 7.3**, in each Year a Participant shall be allocated such number of Shares as is determined in accordance with the following formula:

$$n = A \div B$$

where:

- A** is the Relevant Value;
- B** is the weighted average of the prices at which Shares were traded on the ASX during the one week period up to and including the day on which Shares are allocated to a Participant in accordance with the Rules, or such other price determined by the Board, and
- n** is the number of shares to be allocated subject to **clause 7.4**.

- 7.2 Shares may be allocated in accordance with **clause 7.1** at such time or times during the Year as may be determined by the Board at its absolute discretion.
- 7.3 Where Shares are allocated more than once during a Year in respect of funds provided or payments made under either (or both) **clause 4.2.1** or **clause 4.2.2**, the Relevant Value to be used at A in the formula in **clause 7.1** at each allocation date shall be adjusted to reflect the portion of the Year to which the relevant contributions that are to be applied to the allocation of Shares at that date relate.

- 7.4 As soon as practicable after the date of allocation determined by the Board in its absolute discretion the Company must:
- 7.4.1 Issue Shares for the purposes of the Plan; or
 - 7.4.2 Procure the Trustee to acquire Shares for the purposes of the Plan subject to **clause 4** and to compliance with the provisions of the *Corporations Act 2001* including but not limited to the insider trading provisions.
- 7.5 Shares purchased or issued are to be acquired on behalf of the Participant for whom they were purchased or issued and registered in the name of the Trustee but held in the Plan subject to these Rules. The Participant shall, in accordance with these Rules, be the beneficial owner of the Shares.
- 7.6 Where the number of Shares to be allocated under this **clause 7** is not a whole number, the number shall be rounded down to the nearest whole number.

8 Maximum Number of Shares

- 8.1 Shares must not be issued under this Plan if the number of Shares to be issued when aggregated with:
- 8.1.1 the number of Shares that would be issued if each outstanding offer with respect to Shares, units of Shares and options to acquire unissued Shares or units of Shares, being offers made or options acquired pursuant to an employee share or option scheme extended only to employees or Directors of the Company and its associated bodies corporate, were accepted or exercised (as the case may be); and
 - 8.1.2 the number of Shares issued during the previous 5 years pursuant to any employee share or option scheme extended only to employees or Directors of the Company and its associated bodies corporate.
- but disregarding any offer made, or option acquired or Share issued by way of or as a result of:
- 8.1.3 an offer to a person situated at the time of receipt of the offer outside Australia; or
 - 8.1.4 an offer that did not need disclosure to investors because of section 708 of the Corporations Law or section 708 of the *Corporations Act 2001*,
- would exceed 5% of the total number of issued Shares as at the time of the offer.
- 8.2 Shares must not be allocated under this Plan to a Participant if, immediately following the allocation, the Participant would hold a legal or beneficial interest in more than five percent (5%) of the Shares of the Company.
- 8.3 Shares must not be allocated under this Plan to a Participant if immediately following the allocation, 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.

- 8.4 Shares must not be allocated under this Plan if the total number of unissued Shares and the total number of issued Shares the subject of employee incentive schemes (as defined in the Listing Rules) exceed 10% of the Company's total number of Shares on issue from time to time.

9 No Transfer

- 9.1 A Participant must not sell, transfer, mortgage, charge or otherwise dispose of, deal with or encumber any interest in a Share allocated and held under the Plan for that Participant, other than in accordance with **clause 13**.
- 9.2 Subject to these Rules and the terms of the Trust Deed, if a Participant dies or the Participant's estate is liable to be dealt with under the laws relating to mental health, the Company and the Trustee will recognise only the legal personal representative of the deceased or incapacitated Participant as being entitled to the Participant's interest in the Plan and the Trust. The Company or the Trustee may require the legal personal representative to provide the Company or the Trustee (as the case may be) with all such information that it considers necessary, in its absolute discretion, prior to recognising the entitlement of the legal personal representative.

10 Rights Attaching to Shares

- 10.1 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,

11 Participant Rights

- 11.1 Subject to the restrictions in **clause 13**, a Participant has all of the rights consistent with beneficial entitlement in respect of Shares held by the Trustee on the Participant's behalf, including the right to:
- 11.1.1 direct the Trustee how the voting rights attaching to those Shares are to be exercised, either generally or in any particular case, in accordance with **clause 12**;
 - 11.1.2 subject to **clause 11.2**, receive the income from those Shares, including dividends paid by the Company in respect of those Shares; and
 - 11.1.3 subject to the Rules, authorise the Trustee to sell those Shares.
- 11.2 A Participant shall be presently entitled to and shall receive dividends paid by the Company in respect of Shares held on his or her behalf, except, if in the Board's absolute discretion, it requires the Trustee to reinvest such dividends (after payment by the Trustee of any taxes and other charges) in shares of the Company and hold such shares as an accretion to the entitlements of Participants, in accordance with the terms of the Trust Deed,

12 Voting

- 12.1 A Participant may, by notice in writing given not less than 96 hours before the commencement of a general meeting of the Company, direct the Trustee how to vote in respect of the Shares held by the Trustee on behalf of the Participant and the Trustee must vote in accordance with that direction.
- 12.2 In the absence of a notice from a Participant under **clause 12.1**, the Trustee will abstain from voting in respect of the Shares held by the Trustee on behalf of the Participant.

13 Disposal Restrictions

- 13.1 Subject to **clause 14**, the Trustee must not sell or transfer Shares allocated to a Participant before the earlier of:
- 13.1.1 the tenth anniversary of the Deeming Date;
 - 13.1.2 the time when the Participant ceases to be an employee of a company within the Group (and is not immediately employed by another company within the Group);
 - 13.1.3 following a Capital Event the time the Trustee receives a written notice from the Participant, requesting that the Shares be sold or transferred to the Participant; and
 - 13.1.4 the time the Trustee receives written consent from the Board to a request made by the Participant to the Board for the sale or transfer of the Shares.
- 13.2 Upon the happening of the events referred to in **clauses 13.1.1** and **13.1.2**, a Participant has 2 months to either:
- 13.2.1 Give the trustee a notice that the Participant wishes to arrange through the Trustee the sale of the Shares held by the Trustee on behalf of the Participant; or
 - 13.2.2 give the Trustee a notice to transfer the Shares held on behalf of the Participant to the Participant,
- 13.3 The Trustee must take all reasonable steps to act in accordance with a direction given in accordance with **clause 13.2**, as soon as possible.
- 13.4 Where the Trustee sells the Shares under this **clause 13**, the Trustee:
- 13.4.1 must sell the Shares on market;
 - 13.4.2 has no obligation to maximise the sale price of the Shares;
 - 13.4.3 may sell the Shares with any other Shares (whether or not held for the Participant or any other Participant);
 - 13.4.4 may attribute a sale price to each Share as the Trustee considers appropriate; and
 - 13.4.5 must pay the proceeds of sale to the Participant after deducting the costs of sale.

- 13.5 If the Trustee does not receive a notice in accordance with **clause 13.2** then the Trustee must transfer the Shares to the Participant as soon as practicable and in any event within 12 months of the end of the notice period referred to in **clause 13.2**.
- 13.6 A Participant will not have any claim against the Trustee or the Company as a result of the exercise by the Trustee of a power, discretion or determination under this **clause 13**.
- 13.7 The Company may administer its register of members, and do all things necessary or desirable, for the purpose of preventing a breach of this **clause 13** subject to compliance with the Listing Rules.

14 Forfeiture of Shares

- 14.1 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 right or interest in any Shares or other rights or entitlements under the Plan to the Trustee if:
- 14.1.1 the Participant is dismissed for cause; or
 - 14.1.2 in the Board's reasonable opinion the Participant acts fraudulently or dishonestly, is in serious breach of duty (under a contract or otherwise) to a company within the Group or commits any act of harassment or discrimination; or
 - 14.1.3 in the Board's reasonable opinion, the Participant has brought a company within the Group into serious disrepute.
- 14.2 The Company must by notice in writing require the Trustee to:
- 14.2.1 hold the Forfeited Shares on behalf of another named Participant ("**New Participant**"), (in which case, the shares ceases to be "Forfeited Shares"); or
 - 14.2.2 sell any Forfeited Shares and apply the proceeds of sale of such Forfeited Shares in accordance with **clause 10** of the Trust Deed.
- 14.3 The Trustee must hold the Forfeited Shares for the purposes of the Plan until it receives a notice from the Company under **clause 14.2**. The Trustee may allocate income and capital gains in relation to Forfeited Shares in its absolute discretion and may, if it so determines, allocate the distributions to other Participants in proportion to their Shareholdings.
- 14.4 If on receipt of a notice from the Company under **clause 14.2**, the Trustee will hold the Forfeited Shares on behalf of the New Participant, the New Participant will be treated as having always been beneficially entitled to the Forfeited Shares and the Participant who forfeited the Shares will be treated as having never been entitled to the Forfeited Shares.
- 14.5 Neither the Company nor any entity it controls has, or can have a beneficial interest in any Shares held by the Trustee under these Rules and the terms of the Trust Deed.

15 Bonus Shares and Rights

- 15.1 A Participant is presently entitled, as against the Trustee, to receive all bonus shares issued by the Company in respect of the Shares held by the Trustee on behalf of that Participant.
- 15.2 A Participant shall receive all bonus shares issued by the Company in respect of the Shares held by the Trustee on behalf of that Participant, except, if in its absolute discretion the Company instructs the Trustee to hold the bonus shares as an accretion to the entitlements of the Participant on the same terms and conditions as the underlying Share in respect of which it was allotted, in which case the bonus shares will be transferred to the Participant for no further consideration at the end of the restriction period set out in **clause 13**.
- 15.3 Where a rights issue is made in respect of a Share prior to the end of any period in which the Share is restricted under these Rules, the Trustee must seek instructions from the Participant as to how the Trustee should deal with the rights.
- 15.4 If, within 7 days after instructions are sought from a Participant:
- 15.4.1 no instructions are given by the Participant to the Trustee; or
 - 15.4.2 a Participant has not provided the Trustee with funds to exercise all of the rights on the rights issue,
- the Trustee must endeavour to sell those rights or the balance of those rights (as applicable) and pay the proceeds of sale (net of any applicable brokerage, commission, stamp duty or other transaction costs) to that Participant.
- 15.5 If the Trustee acquires Shares or securities after taking up rights on behalf of a Participant under this rule, the Trustee must, as soon as reasonably practicable, transfer those Shares or securities to the Participant. The Trustee may require the Participant to pay the Cost of the transfer (including any stamp duty).
- 15.6 If the Company is the subject of a takeover, merger or any other business arrangement to which the Board determines this rule applies, the Board may determine that:
- 15.6.1 the Company must do all things necessary on its own part, to effect a substitution such that the Participant may be provided with shares of the acquiring company, its parent or any other relevant entity in lieu of any Shares acquired by a Participant under the Plan, on substantially the same terms and subject to substantially the same conditions as the Shares, with any appropriate amendments, including to defined terms; or
 - 15.6.2 each Participant is entitled to direct the Trustee in writing to accept the offer made pursuant to a bidder's statement received by the Company in accordance with Division 2 of Part 6.5 of the *Corporations Act 2001* on the Participant's behalf, in respect of all or part of the Shares standing to the credit of the account of the Participant. Each Participant agrees that any such direction is an

irrevocable direction to the Trustee to take such action as may be necessary to convert non-cash consideration into cash and to pay the total cash received to the Participant.

16 Administration of Plan

- 16.1 The Plan shall be managed by the Board which shall have the power to:
- 16.1.1 determine appropriate documentation and procedures for the administration of the Plan consistent with these Rules;
 - 16.1.2 resolve conclusively all questions of fact or interpretation arising in connection with the Plan;
 - 16.1.3 exercise discretions expressly conferred on it by these Rules or which may otherwise be required in relation to the Plan; and
 - 16.1.4 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.
- 16.2 The Plan shall take effect on and from such a date as the Board may resolve.

17 Contracts of Employment and Other Employment Rights

- 17.1 These Rules do not form part of any contract of employment of an employee.
- 17.2 It is a condition of these Rules that the Plan may be suspended or terminated at any time at the discretion of the Board and that no compensation will arise as a result.
- 17.3 The value of the Shares shall not increase a Participant's income for the purpose of calculating any other employee benefits.
- 17.4 Participation in the Plan shall not confer on any Participant any right to future or continuing employment.
- 17.5 Participation in the Plan does not affect, and is not affected by, participation in any other incentive or scheme of the Company or a Subsidiary, unless the terms of that incentive or scheme provide otherwise.

18 Amendment

- 18.1 Subject to **clause 18.2**, the Board may at any time amend all or any of the provisions of the Plan and the terms and conditions of an invitation (including this **clause 18.1**).
- 18.2 No amendment may be made under **clause 18.1** without the consent of a Participant if the amendment would prejudicially affect the rights of the Participants and any Shares allocated under the Plan except the Board may make an amendment primarily:
- 18.2.1 For the purpose of complying with present or future Law;
 - 18.2.2 To correct any manifest error or mistake; or

18.2.3 To take into consideration possible adverse tax implications in respect of the plan.

19 Plan Termination

19.1 Subject to **clause 19.2** the Board may at any time terminate the Plan in whole or in part in respect of some or all of the employees, without any liability whatsoever on the Company or any company within the Group for any such complete or partial termination.

19.2 No action may be taken under **clause 19.1** that would prejudicially affect the existing rights of a Participant.

20 Notices

20.1 Any notice or direction given under the Plan by the Company will be sent to the registered address of the Participant as recorded in the register of Participants as maintained by the Company.

21 Plan Costs

21.1 With the exception of brokerage fees when shares are sold, taxes, stamp duty, withholding tax and any other governmental imposts, a Participant will not be liable for any costs associated with the implementation and administration of the Plan unless the Board at its discretion determines otherwise. If the Board so determines otherwise, it must inform the Participant prior to making any such deduction.

21.2 The Company will pay or reimburse all expenses incurred by the Plan Administrator and/or the Trustee in connection with the Plan.

22 Operation of the Plan

22.1 The Plan shall be operated in accordance with these Rules which bind the Company, the Trustee and each Participant.

23 General

23.1 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,

24 Governing Law

24.1 The laws of New South Wales govern these Rules.