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# Employee Incentive (Share Loan) Plan

## Plan Rules

National Veterinary Care Ltd

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## **1 Introduction**

### **1.1 Purpose of Plan**

The Company has established this Plan to encourage Employees to share in the ownership of the Company, in order to promote the long-term success of the Company as a goal shared by the Employees.

### **1.2 Risks and Implications**

- (a) There are risks associated with participation in the Plan. These include the risk that the acquired Loan Shares in the Company will lose value and that Participants may not benefit from their investment in Loan Shares.
- (b) Participation in the Plan also has tax and financial implications, and may have social security implications. Any advice provided by the Company in relation to the Loan Shares offered under this Plan does not take into account an Employee's objectives, financial situation and needs. Participants should consult their tax, financial or other professional advisers and obtain their own financial product advice from a person who is licenced by ASIC to give such advice.
- (c) Employees should ensure that they understand both the risks and implications of participating in the Plan before accepting an Invitation to participate in the Plan.

## **2 Invitations to participate**

### **2.1 Board's discretion to make Invitations**

Subject to Rule 13 (and any approval of Shareholders required by law or by the Listing Rules), the Board may from time to time invite any Employee to participate in the Plan (including Employees who are already or have been previously a Participant). The Board has an absolute discretion in determining whether to make an Invitation to an Employee, when to make an Invitation and the number of Loan Shares (if any) for which an Employee is invited to subscribe.

### **2.2 Form of Invitation**

An Invitation shall be in writing signed by a Director of the Company and shall specify the following, to the extent applicable:

- (a) the name and address of the Employee to whom the offer is made;
- (b) the total number of Loan Shares for which the Employee may subscribe;
- (c) the Subscription Price or method for calculating the subscription price for a Loan Share;
- (d) the terms and conditions of the Financial Assistance offered;
- (e) the Performance Hurdles (if any) that apply to the Loan Shares the subject of the offer;
- (f) any Disposal Restrictions that apply to the Loan Shares the subject of the offer;
- (g) the time within and the method by which the invitation may be accepted,
- (h) any other terms or conditions the Board may think fit (including any terms or conditions required to obtain any necessary or desirable shareholder approval under the Listing Rules or the Corporations Act); and

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- (i) an explanation of how an Employee could, from time to time, ascertain the market price of the underlying Loan Shares in Australian dollars.

### **2.3 Compliance with laws**

No Invitation will be made or be capable of acceptance to the extent that any such offer would contravene the Company's Constitution, the Listing Rules, the Corporations Act or any other applicable law.

## **3 Acquisition of Loan Shares**

### **3.1 Acceptances**

- (a) An Invitation may be accepted in whole or in part by the invited Employee signing and returning the Acceptance Form attached to the Invitation to the person nominated in the Invitation, together with a duly executed Loan Agreement by no later than the date specified in the Invitation.
- (b) By accepting an Invitation, the Participant agrees to be bound by these Rules, the Loan Agreement and the Constitution of the Company.
- (c) An Invitation lapses if it is not accepted by the Employee to whom the Invitation is made, as required under Rule 3.1(a).

### **3.2 Allotment**

- (a) Subject to receipt of any necessary shareholder approvals and satisfaction of any other conditions specified in the Invitation, the Board shall, upon the later of receipt of the duly completed Acceptance Form and an executed Loan Agreement allot to the Participant the number of Loan Shares to which the Acceptance Form relates.
- (b) Under no circumstances will shares be allotted under this Rule 3.2, if to do so would be in breach of the Corporations Act or Listing Rules.

### **3.3 Restrictions**

- (a) For as long as any Loan Shares:
  - (i) are subject to Disposal Restrictions;
  - (ii) remain subject to Performance Hurdles that have not been satisfied or waived by the Board; and / or
  - (iii) remain subject to the discharge of an Amount Outstanding under a relevant Loan Agreement,those Loan Shares and any Additional Securities will be restricted.
- (b) Unless the Board resolves otherwise, for as long as any Loan Shares are restricted under Rule 3.3(a), Participants shall not grant or allow to permit to exist any Security Interest in or over, or otherwise transfer, dispose of, assign or deal with, such Loan Shares and any Additional Securities and any such Security Interest, transfer, disposal, assignment or dealing will not be recognised in any manner by the Company.
- (c) The Company may, for as long as any Loan Shares are restricted under Rule 3.3(a):
  - (i) impose a holding lock on any such Loan Shares and any Additional Securities, and by accepting an Invitation, the Participant consents to

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the imposition of a holding lock. The Participant shall, if the Company requests, confirm that consent to the ASX or any other person who needs the consent to make it effective; and / or

- (ii) retain share certificates for such Loan Shares provided under these Rules.

## **4 Financial assistance**

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### **4.1 Company can offer Financial Assistance**

The Company will provide Financial Assistance for some or all of the Subscription Price for a Loan Share by making a loan to a Participant on the terms set out in the Loan Agreement and these Rules.

### **4.2 Form of application**

- (a) The Loan Agreement for Financial Assistance must:
  - (i) be in writing; and
  - (ii) state the terms and conditions of the Financial Assistance (which shall be supplemental to, and not inconsistent with, the terms and conditions contained in this Rule 4).
- (b) Upon acceptance of the Advance, the Eligible Employee shall be bound by the terms of the Loan Agreement and the Participant will be taken to have irrevocably directed the Company to apply the Advance to the payment of the Subscription Price of the applicable Loan Shares.

### **4.3 Acceptance and terms**

- (a) The Company may accept an application for Financial Assistance by making a loan to the Participant (**Borrower**), on the terms of and subject to such conditions as are set out in the Loan Agreement and in these Rules.
- (b) The Company will not offer, provide, or accept an application for Financial Assistance under this Rule 4.3, if to do so would be in breach of the Corporations Act or the Listing Rules (if applicable), and the relevant Participant shall have no right of recovery or damages against the Company for any failure or any inability to provide the Financial Assistance.

### **4.4 When Financial Assistance repayable**

- (a) Unless the terms of an Invitation specify or the Board resolves otherwise, upon the occurrence of the earliest of any of the following events, the total Amount Outstanding under a Loan Agreement must be repaid by the Borrower:
  - (i) within three months of Resignation;
  - (ii) immediately, on Dismissal;
  - (iii) immediately, (unless otherwise resolved by the Board) if a Special Circumstance occurs;
  - (iv) immediately, if the Borrower becomes subject to an application that the Borrower be made bankrupt for the purposes of the Bankruptcy Act 1966 (Cth);
  - (v) immediately, on termination of the Plan under Rule 14;

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- (vi) immediately, on the Participant's Loan Shares being bought back or transferred pursuant to these Rules or the Loan Agreement;
  - (vii) immediately on any material breach by the Participant of these Rules where the breach is not remedied within 20 Business Days of the Company's notice to the Participant to do so; or
  - (viii) immediately, on the expiry of 60 months from the date on which the Advance is provided.
- (b) Unless the terms of an Invitation specify or the Board resolves otherwise, if the Performance Hurdles imposed on one or more tranches of Loan Shares to which an Amount Outstanding relates are not satisfied in accordance with their terms, the Participant must immediately repay that portion of the Amount Outstanding that relates to the acquisition of those Loan Shares.
- (c) A Participant may only make voluntary repayments or prepayments to discharge the Amount Outstanding in respect of any Loan Shares if the Performance Hurdles in respect of those Loan Share have been satisfied or waived in accordance with these Rules.
- (d) The Board may in its discretion extend the period for repayment of the Amount Outstanding, or any portion of it, or otherwise vary the terms of the Financial Assistance for the benefit of the Participant.

#### **4.5 Amount repayable**

If an Amount Outstanding, or a relevant portion of an Amount Outstanding, provided to a Borrower becomes repayable, then the Company shall accept in full and complete satisfaction of the Borrower's indebtedness and obligations to it under the relevant Financial Assistance:

- (a) if the Performance Hurdles have been satisfied or waived in accordance with these Rules, or if a Special Circumstance has occurred, the Amount Outstanding, or the relevant portion of it, in cash or by other means agreed between the Participant and the Company; or
- (b) in any event, the transfer, redelivery, deemed redelivery or (to the extent permitted by the Listing Rules) forfeiture of the applicable Loan Shares and any related Additional Securities to the Company (or its nominee, as applicable).

#### **4.6 Limited recourse**

For the avoidance of doubt, if an Amount Outstanding or a portion of it becomes repayable under these Rules or the Loan Agreement, and the Borrower is unable to repay the Amount Outstanding or the applicable portion of it under Rule 4.5(a), then Rule 4.5(b) applies and no further amount of moneys shall be repayable by the Borrower to the Company under this Plan and no further amount shall at any time be recoverable by the Company from the Borrower in respect of the shortfall.

#### **4.7 Surplus on sale**

If the Company (or its nominee) sells any Loan Shares and Additional Securities pursuant to these Rules or the Loan Agreement in order to pay any money owing by the Borrower to the Company and the proceeds of sale exceed the total Amount Outstanding, or the relevant portion of it, then the surplus shall be paid by the Company to the Borrower.

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## **5 Security for Financial Assistance**

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### **5.1 Security**

The Company shall have a lien over any Loan Shares for as long as there is an Amount Outstanding under the Loan Agreement which funded the acquisition of the relevant Loan Shares.

### **5.2 Other Security**

The Borrower must not create other than in favour of the Company any Security Interest over any Loan Shares or Additional Securities whilst they are subject to the restrictions of the Plan. Should the Borrower attempt to create such a Security Interest the Borrower will be taken to have given the Company a direction to transfer, redeliver or forfeit (to the extent permitted by the Listing Rules) the Loan Shares and Additional Securities to the Company (or its nominee, as the case may be) as full settlement of any outstanding Financial Assistance and have no further entitlement under the Plan.

### **5.3 Bonus or entitlement issues**

If any Shares or other securities are issued in respect of any Loan Shares as part of a bonus or entitlement issue, then those Additional Securities will also be subject to the security in this Rule 5 and other terms of this Plan as if they were Loan Shares (unless the Board determines otherwise).

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## **6 Vesting of Loan Shares**

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- (a) Loan Shares held by a Participant will vest, and the Participant will become able to repay the Amount Outstanding, or the relevant portion of it, upon the satisfaction of any Performance Hurdles, and the removal or discharge of any Disposal Restrictions specified in the Invitation or in accordance with these Rules, that apply to those Loan Shares.
- (b) Performance Hurdles and Disposal Restrictions may be waived in the discretion of the Board (unless such waiver is excluded by the terms of the Loan Shares).

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## **7 Rights attaching to Shares**

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### **7.1 Rights**

The Shares issued under this Plan will upon allotment, but subject to the Rules:

- (a) be credited as fully paid;
- (b) rank equally for dividends and other entitlements where the record date is on or after the date of allotment, but will carry no right to receive any dividend or entitlement where the record date is before the date of allotment; and
- (c) otherwise rank equally with the existing issued Shares at the time of allotment.

### **7.2 Quotation**

If the Company is Listed, then as soon as practicable after the date of the allotment of Shares, the Company will, unless the Board otherwise resolves, apply for official quotation of such Shares on the ASX.



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## **8 Share buy-back or transfer**

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### **8.1 When Shares are bought back or transferred**

Loan Shares held by a Participant may, at the Company's election, be transferred to the Company (or its nominee) and sold or bought back and cancelled if:

- (a) the Participant agrees to transfer them to the Company (or its nominee) or have them bought back:
  - (i) in satisfaction of the Amount Outstanding, or the relevant portion of it, under Rule 4.5(b); or
  - (ii) where the applicable Performance Hurdles have not been satisfied, or have otherwise failed to be satisfied, in accordance with their terms;
- (b) the Participant has not repaid the Amount Outstanding, or the relevant portion of it, in accordance with Rule 4.5(a) by the repayment due date;
- (c) the relevant Performance Hurdles have not been satisfied, or have otherwise failed to be satisfied, in accordance with their terms; or
- (d) Rule 4.5(b) applies.

### **8.2 Buy back price**

- (a) The consideration for the buy back is the full satisfaction of any Amount Outstanding, or a relevant portion of it, provided in connection with the acquisition of those Loan Shares, even if the quantum of the Amount Outstanding is or has been reduced to nil.
- (b) The Board may determine that the Company should pay to the Participant greater consideration than set out in Rule 8.2(a), for example if the Participant has made voluntary repayments or has had dividends or other distributions credited to the Participant's Financial Assistance balance prior to the buy back.

### **8.3 How Shares are bought back**

- (a) A Participant and the Company must do whatever is necessary or desirable to effect a buyback or transfer of Shares when required under Rule 8. Each Participant irrevocably appoints the Company and each of its Directors and secretaries from time to time severally as its attorney to sign any document necessary or desirable, and carry out any act, on that Participant's behalf for the purposes of this Rule 8.
- (b) If it is impractical to buy back Shares to which this Rule 8 applies, or if the Board in its discretion otherwise determines, the Company may instead of buying back the relevant Shares direct that they be transferred to a person nominated by the Company. Any such transfer will discharge the Participant's obligation to repay the Amount Outstanding, or the relevant portion of it, in the same way as a buy back would have done if conducted under this Rule 8.

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## **9 Hedging unvested Loan Shares**

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Participants must not enter into transactions or arrangements, including by way of derivatives or similar financial products, which limit the economic risk of holding Loan Shares that remain subject to Performance Hurdles or Disposal Restrictions.

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**10 Powers of the Board**

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- (a) The Plan will be administered by the Board, or a committee of the Board, which will have an absolute discretion to:
- (i) determine appropriate procedures for administration of the Plan consistent with these Rules;
  - (ii) resolve conclusively all questions of fact or interpretation arising in connection with the Plan or these Rules;
  - (iii) delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of their powers or discretions under the Plan or these Rules;
  - (iv) formulate special terms and conditions (subject to the Listing Rules), in addition to those set out in these Rules to apply to Participants employed and/or resident in and/or who are citizens of countries other than Australia. Each of these special terms and conditions will be restricted in their application to those Participants employed and/or resident in and/or who are citizens of other jurisdictions; and
  - (v) subject to the Listing Rules and the Corporations Act, make such alterations, variations, additions, deletions or modifications to all or any of the provisions of these Rules or to all or any of the rights or obligations of the Participants or any of them as may be determined by the Board from time to time. However, no such alteration, variation, addition, deletion or modification shall be made if it would have the effect of depriving the holders of issued Loan Shares of any rights to which they are then entitled unless approved by 75% of the then holders of Loan Shares affected by such a change or unless the amendments are required by law.
- (b) While the Company is Listed, the Board may only exercise its powers in accordance with the Listing Rules.
- (c) The Company shall within a reasonable period afterwards give each Participant notice of any actions taken under Rule 10(a)(v).

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**11 Period of Plan**

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The Plan shall commence upon its approval by the Board, or by a committee appointed to complete the approval of the Plan on behalf of the Board, once the Company has Listed and subject to approval by members of the Company in general meeting. The Plan shall continue until terminated by resolution of the Board at any stage.

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**12 Expenses**

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The Company will meet the ongoing administration expenses of the Plan. The Participant will meet all outgoings and expenses in selling or otherwise dealing with his or her Loan Shares and Additional Securities while subject to the Plan.

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**13 Shares subject of Plan**

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An Invitation of Loan Shares must not be made if the total of the following:

- (a) the number of Shares which are the subject of the Invitation;

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- (b) the total number of Shares issued or that may be issued as a result of offers made at any time during the previous 3 year period under:
- (i) this Plan; or
  - (ii) an ASIC exempt arrangement of a similar kind to an employee incentive scheme;

but disregarding any offer made, or Shares offered or issued, or Shares issued under another scheme, by way of or as a result of:

- (c) an offer to a person situated outside Australia at the time of receipt of the offer;
- (d) an offer that did not need disclosure to investors because of section 708 of the Corporations Act; or
- (e) an offer made under a disclosure document as defined in the Corporations Act, would exceed 5% of the number of Shares on issue at the time of the Offer.

## **14 Termination of Plan**

The Board may terminate the Plan at any time. If the Board elects to do so, then all outstanding Performance Hurdles will be deemed satisfied, the Financial Assistance will be repayable and Rule 4.5(a) will apply.

## **15 Power of Attorney**

- 15.1 In consideration of the issue of the Loan Shares, and without limiting any other power of attorney in these Rules, each Participant irrevocably appoints each director and the secretary for the time being of the Company severally as his or her attorney, to do all acts and things and to complete and execute any documents, including share transfers, in his or her name and on his or her behalf that may be convenient or necessary for the purpose of giving effect to the provisions of these Rules or the terms of an Loan Share.
- 15.2 The Participant (or after his or her death, his or her legal personal representative) will be deemed to ratify and confirm any act or thing done under this power and must indemnify the attorney in respect of doing so.

## **16 General provisions**

### **16.1 Participants bound**

Participants issued Loan Shares under this Plan are bound by these Rules and by the Constitution of the Company.

### **16.2 Notices**

Any notice required to be given by the Company to a Participant or any correspondence to be made between the Company and a Participant may be given or made by the Board or its delegate on behalf of the Company.

Any notice to be given by the Company may be given by email, and any reference to the Company giving or providing information or documents in writing includes doing so by email.

### **16.3 Effect on employee entitlements**

Participation in the Plan does not affect an Employee's terms of employment or appointment with the Company. In particular, participation in the Plan does not detract

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from any right the Company may have to terminate the employment or appointment of an Employee.

Participation in the Plan, or the issuing of any Loan Shares, does not form part of the Employee's remuneration for the purposes of determining payments in lieu of notice of termination of employment, severance payments, leave entitlements, or any other compensation payable to an Employee upon the termination of employment.

#### **16.4 Governing law**

These Rules are governed by and are to be construed in accordance with the laws of Queensland.

#### **16.5 Order of precedence**

To the extent of any inconsistency between the terms and conditions of the Rules, the Loan Agreement, the Invitation and the Application Form, the inconsistency is to be resolved by preferring the terms and conditions of each document in the following order:

- (a) the Rules;
- (b) the Loan Agreement;
- (c) the Invitation; and
- (d) the Application Form.

### **17 Interpretation**

#### **17.1 Definitions**

In these Rules unless the contrary intention appears, terms defined in the Corporations Act or the Listing Rules have the same meaning in these Rules, and:

**Acceptance Form** means a form of acceptance of an Invitation under Rule 2 and the form of which is approved by the Board from time to time.

**Additional Securities** means future bonus shares or other securities issued by the Company in respect of Loan Shares.

**Advance** means, in relation to a Loan Agreement the amount advanced under that Loan Agreement.

**Amount Outstanding** means, in relation to a Loan Agreement, at any given time, the aggregate amount of the Advance and any accrued interest payable pursuant to that Loan Agreement which is outstanding at that time.

**ASIC** means Australian Securities and Investments Commission.

**Associates** has the meaning given in section 995-1(1) of the *Income Tax Assessment Act 1997* (Cth).

**Associated Company** means in relation to the Company:

- (a) a body that is a related body corporate (as defined in the Corporations Act) of the Company;
- (b) a body corporate that has voting power (as defined in the Corporations Act) in the Company of not less than 20%; or
- (c) a body corporate in which the Company has voting power (as defined in the Corporations Act) of not less than 20%.

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**ASX** means Australian Securities Exchange as currently managed by ASX Limited ACN 008 624 691.

**Board** means some or all of the board of directors of the Company acting as a board, as constituted from time to time, and includes a committee or representative of the board as established by the board of directors of the Company from time to time for the purpose of making decisions as required under this Plan.

**Borrower** means a Participant who receives Financial Assistance.

**Company** means National Veterinary Care Ltd ACN 166 200 059.

**Casual Employee** in relation to a Company or an Associated Company, means an individual who is, or might be reasonably expected to be, engaged to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with the applicable body corporate.

**Contractor** in relation to a listed body or an Associated Company means:

- (a) an individual with whom the applicable body corporate has entered into a contract for the provision of services under which the individual performs work for the relevant body corporate; or
- (b) a company with whom the applicable body corporate has entered into a contract for the provision of services under which an individual, who is a director of the company or their spouse, performs work for the relevant body corporate.

**Control** has the meaning given in section 50AA of the Corporations Act.

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

**Director** means a director of the Company or (if applicable) any Associated Company.

**Dismissal** means the termination of employment of a Participant for a reason which entitles the Company or an Associated Company to dismiss the Participant without notice or for committing any act of fraud, defalcation or gross misconduct in relation to the affairs of the Company or any Associated Company (whether or not charged with an offence) or doing any act which in the reasonable opinion of the Board brings the Company or any Associated Company into disrepute.

**Disposal Restrictions** means, in relation to a Loan Share, any restrictions in relation to the transfer, disposal or assignment of, or other dealing with, that Loan Share which are either set out in these Rules or the Invitation.

**Employee** means a full-time or part-time employee (including an executive director); a non-executive director, a Contractor or a Casual Employee of the Company or any Associated Company.

**Financial Assistance** means a loan made to a Borrower on the terms and conditions of a Loan Agreement to enable the Borrower to subscribe for Loan Shares.

**Invitation** means an invitation to join the Plan completed in accordance with Rule 2.2, which must include:

- (a) these Plan Rules;
- (b) any Loan Agreement to be executed in respect of the offer of Loan Share;
- (c) an Application Form; and
- (d) any other document determined by the Board to form part of an Invitation for the purposes of these Rules.

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**Listed** means the Company being and remaining admitted to the official list of the ASX.

**Listing Rules** means the official listing rules of the ASX.

**Loan Agreement** means an agreement between the Company and an Employee evidencing an Advance of money by the Company to assist with the acquisition of Loan Shares, in the form approved by the Board from time to time.

**Loan Shares** means ordinary shares in the Company each carrying the same dividend rights and otherwise ranking pari passu in all respects with the issued ordinary shares of the Company, acquired whether in part or in whole using an Advance made under a Loan Agreement.

**Participant** means an Employee who has accepted an Invitation to participate in the Plan and who agrees to be bound by these Rules.

**Performance Hurdles** means any conditions described in the Invitation that must be satisfied before a Loan Share is no longer subject to transfer, redelivery, buy back or (to the extent permitted by the Listing Rules) forfeiture under these Rules and the terms of an Invitation.

**Plan** means the 'National Veterinary Care Employee Incentive (Share Loan) Plan' established and operated in accordance with these Rules.

**Resignation** means the termination of an Employee's engagement as an employee by the volition of the Employee, but does not include Dismissal or resignation by the Employee from employment with the Company or any subsidiary company in order to become an employee of the Company or any subsidiary company or taking approved study leave or approved leave of absence.

**Rules** means the Rules governing the Plan in relation to Participants set out in this instrument, as amended from time to time.

**Security Interest means:**

- (a) a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set off or any other security agreement or arrangement in favour of any person; and
- (b) without limiting paragraph (a) of this definition, a "security interest" as defined in the *Personal Property Securities Act 2009* (Cth).

**Share** means a fully paid ordinary share of the Company.

**A Special Circumstance** means the occurrence of:

- (a) the death of the Participant;
- (b) circumstances which, in the opinion of the Board, constitute total and permanent disablement of the Participant;
- (c) termination of a Participant's employment with the Company or with an Associated Company which, in the opinion of the Board, occurs by reason of either:
  - (i) a restructure or state of affairs within the Company or its Associated Company whereby the position previously being occupied by the Participant no longer exists within the Company or its Associated Company; or

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- (ii) the Associated Company that employs a Participant ceasing to be an Associated Company;
- (d) the Board determining that there are circumstances which have occurred or are likely to occur which will result in significant changes to the structure or Control of the Company which may adversely affect the rights of or value of Plan benefits to Participants, and gives written notice of such determination to the Participant;
- (e) any of the following events:
  - (i) offers are made to acquire the whole of the issued ordinary share capital of the Company (or such part thereof as is not at the time owned by the offeror or any company controlled by the offeror or Associates of the offeror) and after the announcement of the general offer the offeror (and any such companies or Associates) acquires Control of the Company;
  - (ii) offers are made to acquire the whole of the issued ordinary share capital of the Company (or such part thereof as aforesaid) by any person who (together with any company controlled by such person or Associates of the person) has Control of the Company; or
  - (iii) a resolution for a members' voluntary winding up of the Company is passed (other than for the purpose of a reconstruction or amalgamation).

**Subscription Price** in respect of a Loan Share means, in Australian dollars:

- (a) if there was at least one transaction on the ASX in fully paid ordinary shares in the capital of the Company during the one week period before the date of the Invitation referred to in Rule 2 – the volume weighted average of the prices at which those shares were traded on the ASX during the one week period before that date; or
- (b) if there were no such transactions on the ASX in that one week period in such shares - the last price at which an offer was made on the ASX in that period to buy such a share; or
- (c) if the Company is not trading on the ASX, the amount (if any) payable for the issue of a Loan Share as stated in the Invitation.

## 17.2 Construction

In these Rules, unless expressed to the contrary:

- (a) terms defined in the Corporations Act have the same meaning in these Rules;
- (b) words importing:
  - (i) the singular include the plural and vice versa;
  - (ii) any gender include the other genders;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (d) a reference to:
  - (i) a person includes its legal personal representatives, successors and assigns;

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- (ii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (iii) a right includes a benefit, remedy, discretion, authority or power;
- (iv) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (v) "\$" or "dollars" is a reference to the lawful currency of Australia;
- (vi) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties; and
- (vii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.

**17.3 Headings**

Headings do not affect the interpretation of these Rules.

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## **Employee Incentive (Share Loan) Plan Loan Agreement**

**BETWEEN**

National Veterinary Care Ltd

**AND**

*[insert name of relevant Employee]*

**MILLS OAKLEY LAWYERS**

Level 12, 400 George Street  
SYDNEY NSW 2000

Telephone: +61 2 8289 5800

Facsimile: +61 2 9247 1315

DX 13025, SYDNEY, MARKET STREET

[www.millsoakley.com.au](http://www.millsoakley.com.au)

Ref: 9103620

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## Parties

National Veterinary Care Ltd ACN 166 200 059  
of 97 Albion Road, Albion, Queensland 4010

(Lender)

[INSERT NAME OF EMPLOYEE]  
of [insert address]

(Borrower)

## Introduction

- A. The Lender has agreed to make the Advance available to the Borrower.
- B. The Borrower and the Lender have entered into this document to record the terms applicable to the Advance.

## Operative clauses

### 1 Definitions and interpretation

#### 1.1 Definitions

In this document, unless the context otherwise requires:

**Acceptance Form** has the meaning given to that term in the Rules.

**Additional Securities** has the meaning given to that term in the Rules.

**Advance** means the principal amount specified in Item 1 of Schedule 1.

**Advance Date** means the dated specified in Item 2 of Schedule 1.

**Amount Outstanding** means, at any given time, the aggregate amount of the Advance which is outstanding at that time.

**Business Day** means any day other than a Saturday or a Sunday or a public holiday in Brisbane.

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

**Government Agency** means any Commonwealth, State or Local government, government authority or semi-government authority (including a judicial body) that has legal power to require another person to act or not act in a particular way or to authorise a particular act.

**GST** has the meaning given by GST Law.

**GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Invitation** means the invitation given by the Lender to the Borrower in respect of the Shares in accordance with the Rules.

**Liability Amount** has the meaning given in clause 9(a)(i).

**Performance Hurdles** has the meaning given to that term in the Rules.

**Recovery Amount** has the meaning given in clause 9(a).

**Rules** means the rules of the Scheme from time to time.

**Scheme** means the National Veterinary Care Employee Incentive (Share Loan) Plan.

**Shares** means the number of fully paid ordinary shares in the share capital of the Lender listed in Item 3 of Schedule 1.

**Taxes** means any taxes, imposts, duties, levies, charges, fees, withholdings and deductions imposed by statute or any government or Government Agency, including land tax, stamp duty, goods and services tax, transaction duties, fines and penalties.

**Termination Event** means the occurrence of the earliest to occur of the following events:

- (a) the date that is three months after the Resignation (as defined in the Rules) of the Borrower;
- (b) the Dismissal (as defined in the Rules) of the Borrower;
- (c) the occurrence of a Special Circumstance (as defined in the Rules) or such later date as the Board of the Company may resolve applies to the Special Circumstance);
- (d) if the Borrower becomes subject to an application that the Borrower be made bankrupt for the purposes of the *Bankruptcy Act 1966* (Cth);
- (e) the termination of the Scheme;
- (f) the occurrence of any material breach by the Borrower of the Rules where the breach is not remedied within 20 Business Days of the Company's notice to the Borrower to do so; and
- (g) the Repayment Date.

**Transaction Document** means:

- (a) this document;
- (b) the Acceptance Form; and
- (c) any document which the Lender acknowledges in writing to be a Transaction Document.

## **1.2 Interpretation**

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa, and any gender includes the other genders;
- (b) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (c) "includes" means includes without limitation;
- (d) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a Government Agency;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

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- (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as consolidated, modified, re-enacted or replaced;
  - (iv) a right includes a benefit, remedy, discretion, authority or power;
  - (v) an obligation of two or more persons binds them separately and together;
  - (vi) time is to local time in Brisbane;
  - (vii) "\$" or "dollars" is a reference to Australian currency;
  - (viii) "costs" includes charges, expenses and legal costs;
  - (ix) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
  - (x) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
  - (xi) this document includes all schedules and annexures to it; and
  - (xii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document ;
- (e) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded; and
- (f) a term or expression:
- (i) given a meaning in the Corporations Act that is not otherwise defined in this document , has the same meaning in this document as in the Corporations Act; and
  - (ii) given a meaning in the GST Law, that is not otherwise defined in this document or in the Corporations Act, has the same meaning in this document as in the GST Law; and
  - (iii) where a word or phrase is defined in a schedule, that definition applies for the purposes of the whole document.

### **1.3 Headings**

Headings do not affect the interpretation of this document.

## **2 Interdependency**

This document and each other Transaction Document are interdependent. Neither this document, nor any other Transaction Document is of any force or effect unless and until each of the Transaction Documents has been executed and delivered by each of the parties to it.

## **3 Facility**

- (a) The parties agree that the Lender will make the Advance to the Borrower on the terms of this document on the Advance Date.
- (b) The Borrower directs the Lender to apply the Advance to the issue price of the Shares.

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## 4 Repayment of Amount Outstanding

- (a) Subject to clause 11, in consideration of the Advance being loaned to the Borrower, the Borrower covenants with the Lender to repay the Amount Outstanding on or before the date specified in Item 4 of Schedule 1 (**Repayment Date**).
- (b) Provided it has satisfied the Performance Hurdles (if any) that apply to the Shares, the Borrower may, at any time before the Repayment Date, repay that portion of the Amount Outstanding that relates to the acquisition of those Shares.
- (c) The Lender may by notice in writing, extend the Repayment Date.
- (d) Subject to clause 4(e), the Borrower grants the Lender an irrevocable right, at the Lender's sole discretion, to apply part or all of any distribution or dividend payable on the Shares and any Additional Securities toward the satisfaction of the Borrower's obligation to pay the Amount Outstanding.
- (e) If the Lender exercises its discretion under clause 4(d), it must distribute directly to the Borrower a proportion of the distribution or dividend payable on the Shares and any Additional Securities calculated in accordance with the following formula:
- $$D = [H \times (A + F)] - F - (I \times H)$$
- Where:
- D** is the amount of the distribution that must be made to the Borrower.
- H** is the highest marginal tax rate plus the medicare and any other levy or tax imposed on taxable income
- A** is the amount of the distribution, dividend or coupon payable on the Shares
- F** is the amount of any franking credit with respect to the amount of the distribution or dividend payable on the Shares
- I** is the interest paid under this document for the period to which the dividend or distribution relates
- (f) In the event of a sale or buy-back of any Shares or Additional Securities, the Borrower grants the Lender an irrevocable right, at the Lender's sole discretion, to apply part or all of any amounts payable to the Borrower as a result of a sale or buy-back of the Shares or any Additional Securities toward the satisfaction of the Borrower's obligation to pay the Amount Outstanding.

## 5 Interest and fees

No interest or fees are payable in respect of the Advance.

## 6 Payments generally

- (a) The Borrower must make each payment to the Lender under this document at or before 5.00 pm on the due date for that payment by direct transfer of cleared funds to the bank account notified in writing by the Lender to the Borrower for that purpose.

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- (b) To the maximum extent permitted by law, the Borrower must make each payment without any set-off or counterclaim.

## 7 Representations and warranties

### 7.1 General

The Borrower represents and warrants that:

- (a) **(power)**: the Borrower has the power to enter into and perform the Borrower's obligations under this document;
- (b) **(authority)**: the Borrower has taken all necessary action to authorise the execution, delivery and performance of this document;
- (c) **(obligations binding)**: the Borrower's obligations under this document are valid, binding and enforceable;
- (d) **(solvency)**: the Borrower is able to pay all the Borrower's debts as and when they become due and payable; and
- (e) **(no proceedings)**: there are no existing or threatened proceedings affecting the Borrower, before any court or Government Agency or arbitrator, which may materially impair the Borrower's financial position or ability to perform the Borrower's obligations under this document.

### 7.2 Related matters

- (a) The Borrower represents and warrants that each warranty and representation in this document will be true at all times while this document is in force.
- (b) The Borrower acknowledges that the Lender has entered this document in reliance on the representations and warranties in this clause 7.

## 8 Covenants

The Borrower must:

- (a) **(notice to Lender)**: notify the Lender in writing as soon as it becomes aware of:
- (i) any breach of this document;
  - (ii) any breach by the Borrower of the Rules; and
  - (iii) anything which might result or has resulted in a material adverse change in its financial condition or ability to perform any of its obligations under this document; and
- (b) **(perform obligations)**: perform its obligations under this document on time, with time being of the essence.

## 9 Limited recourse

- (a) The Lender acknowledges and agrees that:
- (i) the maximum extent of the liability of the Borrower under or in connection with this document (**Liability Amount**); and
  - (ii) the maximum amount recoverable by the Lender from the Borrower in respect of the Liability Amount,

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will not exceed and will be limited to the amounts which the Company may recover exercising its rights to have the Shares and any related Additional Securities transferred, redelivered, bought back or (to the extent permitted under the ASX Listing Rules) forfeited, under this document and the Rules (**Recovery Amount**).

- (b) The Lender shall not recover or attempt to recover any shortfall between the Liability Amount and the Recovery Amount.

## **10 Lien and restriction on transfer**

- (a) For the purpose of securing the obligations of the Borrower under this document, the Borrower grants the Lender a lien over the Shares and any Additional Securities for as long as an Amount Outstanding remains unpaid under this document.
- (b) The security over the Shares and Additional Securities in clause 10(a) shall be a first ranking security and, in order to better secure the obligations of the Borrower under this document the Borrower covenants not to:
  - (i) transfer, or cause or permit the transfer of, the Shares or any Additional Securities; or
  - (ii) create or allow to subsist, or cause or permit the creation or subsistence of, any Encumbrance over the Shares or any Additional Securities,
 until such time as the Liability Amount is repaid in full.
- (c) The Borrower undertakes to do all things required, and to execute all documents requested, by the Lender in order to perfect the security of the Borrower under this document and the Rules, including with regard to registering the lien on the Personal Property Securities Register, providing the share certificate or other title documents in respect of the Shares to the Lender, and having a holding lock applied to the Shares in accordance with the Rules.

## **11 Consequences of Termination Event and failure to satisfy Performance Hurdles**

- (a) If a Termination Event occurs, then:
  - (i) the Amount Outstanding becomes immediately due and payable by the Borrower to the Company; and
  - (ii) the Company may exercise any of its rights under this document and / or the Rules to recover the Amount Outstanding, including by effecting the transfer of the Shares to the Lender (or its nominee) and selling, or buying back, the relevant Shares and any Additional Securities, at the election of the Lender.
- (b) Unless the terms of an Invitation specify or the Board resolves otherwise, if the Performance Hurdles imposed on one or more tranches of Shares to which an Amount Outstanding relates are not satisfied in accordance with their terms, then:
  - (i) that portion of the Amount Outstanding that relates to the acquisition of those Shares becomes immediately due and payable by the Borrower to the Company; and

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- (ii) the Company may exercise any of its rights under this document and / or the Rules to recover that portion of the Amount Outstanding, including by effecting the transfer of the relevant Shares to the Lender (or its nominee) and selling, or buying back, the relevant Shares and any Additional Securities, at the election of the Lender

## **12 GST**

---

- (a) All payments to be made by the Borrower under or in connection with any this document have been calculated without regard to GST.
- (b) If all or part of any such payment is the consideration for a taxable supply for GST purposes then, when the Borrower makes the payment:
  - (i) it must pay to the Lender an additional amount equal to that payment (or part) multiplied by the appropriate rate of GST; and
  - (ii) the Lender will promptly provide to the Borrower a tax invoice complying with the relevant GST Law.
- (c) Where under this document the Borrower is required to reimburse any amount, the Borrower will pay the relevant amount (including any sum in respect of GST) less any GST input tax credit the Lender determines that it is entitled to claim in respect of that amount.

## **13 Power of Attorney**

---

### **13.1 Grant**

In consideration of the Advance, and without limiting the operation of any other power of attorney under the Rules, the Borrower irrevocably appoints each director and the secretary for the time being of the Lender severally as his or her attorney, to do all acts and things and to complete and execute any documents, including share transfers, in his or her name and on his or her behalf that may be convenient or necessary for the purpose of giving effect to the provisions of this document.

### **13.2 Ratification**

The Borrower (or after his or her death, his or her legal personal representative) will be deemed to ratify and confirm any act or thing done under this power and must indemnify the attorney in respect of doing so.

## **14 General**

---

### **14.1 Rights cumulative**

Except as expressly stated otherwise in this document, the rights of a party under this document are cumulative and are in addition to any other rights of that party.

### **14.2 Amendment**

This document may only be varied or replaced by a document executed by the parties.

### **14.3 Assignment**

Neither party may assign any of its rights under this document without the prior written consent of each other party.

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**14.4 Business Days**

- (a) If the day on or by which anything, other than making a payment, must be done by the Borrower under this document is not a Business Day, that thing must be done on or by the preceding Business Day.
- (b) If a payment would otherwise be due on a day which is not a Business Day it will be due on the immediately following Business Day. However, if this would result in the payment being due in the month after the original due day it will be due on the immediately preceding Business Day.
- (c) If anything, including making a payment, is to be done by the Borrower on or by a particular day and it is done:
  - (i) after the time by which this document states it must be done or, if this document does not state a time, after 4.00 pm in the place where it is to be done; or
  - (ii) on a day which is not a Business Day, it will be deemed to have been done at 9.00 am on the next Business Day.

**14.5 Confidentiality**

- (a) A party may only disclose information relating to this document :
  - (i) to related bodies corporate professional advisers or auditors;
  - (ii) if required by law or by any Government Agency or stock exchange;
  - (iii) in connection with any legal proceedings relating to this document or a document delivered under or in relation to this document ;
  - (iv) if the information or document is in the public domain; or
  - (v) with the consent of the other party (which must not be unreasonably withheld or delayed).
- (b) This clause 14.5 survives the termination of this document.

**14.6 Consent**

The Lender's consent or approval is valid only if in writing and signed by the Lender.

**14.7 Set-off**

The Lender may, at any time and in its sole discretion, set-off any money owing by the Lender to the Borrower towards payment of the Amount Outstanding.

**14.8 Notices**

- (a) A notice, demand, certification, process or other communication relating to this document must be in writing in English and may be given by an agent of the sender.
- (b) A notice or demand may be given to a person:
  - (i) personally;
  - (ii) by leaving it at the person's address specified in Item 6 of Schedule 1; or
  - (iii) by sending it by prepaid mail to the person's address specified in Item 6 of Schedule 1.

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- (c) Notice is deemed to be given to the addressee:
- (i) when left at the addressee's address; and
  - (ii) if sent by prepaid mail
    - (A) within Australia to an Australian address, three Business Days after posting; and
    - (B) in any other case, 10 Business Days after posting.
- However, if the notice or demand is deemed to be given on a day which is not a Business Day or after 5:00 pm (addressee's place), it is deemed to be given at 9:00 am on the next Business Day.
- (d) A party may change its address for service by giving at least five Business Days' notice to the other party.

**14.9 Governing law and jurisdiction**

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Queensland.
- (b) Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

**14.10 Counterparts**

This document may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

**14.11 Entire understanding**

This document together with the Rules, the Invitation and the Acceptance Form contain the entire understanding between the parties as to their subject matter.

**14.12 Contra proferentem**

No rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it.

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## Schedule 1 Contract particulars

<b>Item 1.</b> Advance	[\$insert]
<b>Item 2.</b> Advance Date	[insert]
<b>Item 3.</b> Shares	[insert] Shares
<b>Item 4.</b> Repayment Date	The date which is being 5 years after the Advance Date.
<b>Item 5.</b> Address for payment	The Lender's address for notices stated in Item 6.
<b>Item 6.</b> Notices	<p><b>Lender</b> Address: 97 Albion Road, Albion, QLD 4010</p> <p><b>Borrower</b> Address: [insert]</p>

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## Execution Page

**EXECUTED** as an agreement on

2015

**EXECUTED by National Veterinary Care Ltd in )**  
accordance with section 127(1) of the )  
Corporations Act 2001(Cth)

Signature of Director

Signature of Director / Company Secretary  
(delete as applicable)

Name of Director  
(Please print)

Name of Director / Company Secretary  
(Please print)

**SIGNED** by **[insert name]** in the presence of: )

Signature of Witness

Signature of **[insert name]**

Name of Witness  
(Please print)

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**[Insert NVC Letterhead]**

**[Insert name]**  
**[Insert address]**

**[Date]**

## Invitation to participate

---

Dear [●],

It is with pleasure that I extend this invitation for you to participate in the National Veterinary Care Employee Incentive (Share Loan) Plan (**Plan**).

Unless the context otherwise requires, capitalised words and phrases used in this Invitation have the same meaning as given to them in the rules of the Plan (**Plan Rules**), a copy of which is attached to this letter at Annexure B.

The terms of the offer are set out in this Invitation, which includes its annexures (**Terms of Offer**).

You are offered participation in the Plan as follows:

<b>Total number of Loan Shares to which the Invitation relates</b>	[insert]
<b>Subscription Price per Loan Share</b>	[insert]
<b>Financial Assistance for the acquisition of Loan Shares</b>	The Company will fund your acquisition of the Loan Shares on the terms and conditions of the Loan Agreement attached at Annexure C.
<b>Performance Hurdle</b>	<p><b>General</b></p> <p>The Loan Shares will only vest, and you will only have an entitlement to the Loan Shares (subject to repayment of the Loan and the terms of the Plan Rules), to the extent that the performance hurdle described below is satisfied.</p> <p><b>Total Shareholder Returns</b></p> <p>As soon as reasonably practical after the TSR Assessment Date, the Company's TSR will be assessed against the TSRs of the Benchmark Group over the TSR Assessment Period. The Company's TSR will be ranked against the TSRs of the Benchmark Group. The number of Loan Shares to which you will have an entitlement on the Vesting Date will be determined by the Company's TSR ranking compared with TSRs of the Benchmark Group, as set out below.</p> <p><b>Benchmark Group</b></p> <p>The Remuneration Committee will determine the Benchmark Group within three months of the Listing Date. Except as set out below, the Benchmark Group will remain fixed during the TSR Assessment Period.</p>

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The Remuneration Committee will review the Benchmark Group on each anniversary of the Company's Listing Date, including the TSR Assessment Date. If a member of the Benchmark Group has been suspended for more than five days during the 12 month period, has been delisted from ASX, or is subject to a scheme of arrangement or takeover), the Remuneration Committee may remove that company from the Benchmark Group and, in its sole discretion, replace that company with a substitute company.

### Vesting Schedule

As soon as reasonably practical after the TSR Assessment Date, the Remuneration Committee will:

1. determine, in its sole discretion, the TSR of the Company and the TSRs of the Benchmark Group over the TSR Assessment Period;
2. rank the TSR of the Company with the TSRs of the Benchmark Group; and
3. apply the vesting schedule set out below to determine the number of Loan Shares that will vest on the Vesting Date, subject to repayment of the Loan and the terms of the Plan Rules.

Percentile ranking of the Company's TSR relative to the Benchmark Group	Percentage of Loan Shares
0 – 49 <sup>th</sup>	0%
50 <sup>th</sup>	50%
51 <sup>st</sup> – 74 <sup>th</sup>	Between 50% and 99% determined proportionately on a straight line basis, dependant on NVC's ranking within the Benchmark Group
75 <sup>th</sup> and above	100%

Any fraction of a Loan Share will be rounded up to the nearest whole Loan Share.

### Definitions

For the purposes of the Performance Hurdles:

- **Benchmark Group** will comprise of 50 ASX-listed companies with a market capitalisation immediately above and 50 ASX-listed companies with a market capitalisation immediately below that of the Company's as at the Listing Date.
- **Loan** means the amount loaned to you under the Loan Agreement, the form of which is attached at Annexure C.
- **Listing Date** means the date that the Company's ordinary shares were first quoted on the share market operated by ASX Limited.
- **Remuneration Committee** means the Company's Remuneration Committee.
- **TSR** means Total Shareholder Returns, being (in respect of fully paid ordinary shares of the Company and each member

	<p>of the Benchmark Group) capital gains plus the quantum of any dividends declared and paid over the TSR Assessment Period, where capital gains are measured on share price movement:</p> <ul style="list-style-type: none"> <li>○ for the Company, based on the offer price for the Company's fully paid ordinary shares as set out in the Company's 2015 prospectus and the share price of the Company's fully paid ordinary shares on the TSR Assessment Date; and</li> <li>○ for each member of the Benchmark Group, based on the quoted share price of the fully paid ordinary shares of that member on the Listing Date and the share price of the fully paid ordinary shares of that member on the TSR Assessment Date.</li> </ul> <ul style="list-style-type: none"> <li>● <b>TSR Assessment</b> means the assessment undertaken by the Remuneration Committee, in its sole discretion, to determine whether the performance hurdle set out in this Invitation has been satisfied.</li> <li>● <b>TSR Assessment Date</b> means the third anniversary of the Listing Date.</li> <li>● <b>TSR Assessment Period</b> means the period of three years commencing on the Listing Date and finishing on the TSR Assessment Date.</li> <li>● <b>Vesting Date</b> means the date determined by the Remuneration Committee after the TSR Assessment has been completed.</li> </ul>
<b>Disposal Restrictions</b>	The Disposal Restrictions set out in the Plan Rules.
<b>Time for acceptance</b>	This Invitation will lapse if you do not return the Notice of Acceptance and Loan Agreement to us in accordance with this Invitation within seven Business Days of the date of this Invitation.
<b>Other terms or conditions</b>	<p>The Loan Shares will be certificated and issued as issuer sponsored by the Company's share registry. The Company will retain the share certificate for the Loan Shares in accordance with the Plan Rules.</p> <p>The Company may apply a holding lock to the Loan Shares in accordance with the Plan Rules and you agree to do all things necessary to effect such a holding lock.</p> <p>You can ascertain the underlying market price of the Loan Shares at any given time from the ASX website and the Company's website located at <a href="http://www.nvcltd.com.au/">http://www.nvcltd.com.au/</a>.</p>

To accept participation in the Plan on the terms and conditions set out in this Invitation you must:

1. sign the Notice of Acceptance attached at Annexure A in duplicate;
2. sign the Loan Agreement attached at Annexure C in duplicate; and



3. send the signed Notice of Acceptance and the Loan Agreement to the attention of Katherine Baker (the Company Secretary) at 97 Albion Road, Albion, Queensland 4010 within 7 days of the date of this Invitation.

By applying for the Loan Shares you agree to become a member of the Company and to be bound by:

1. the Plan Rules, including, as applicable:
  - (a) the holding restrictions under Rule 3.3 of the Plan Rules;
  - (b) the granting of any security under Rule 5 of the Plan Rules;
  - (c) the requirements of the Board pursuant to Rule 10 of the Plan Rules;
2. the Terms of Offer;
3. the Loan Agreement; and
4. the Constitution of the Company.

Before you accept this Invitation, we recommend that you read and understand the Plan Rules. You should also ensure that you understand both the risks and implications of participating in the Plan. Any advice provided by the Company in relation to the Loan Shares offered under this Plan does not take into account your personal objectives, financial situation and needs. We strongly recommend that you consult your tax, financial or other professional advisers and obtain your own financial product advice from a person who is licenced by ASIC to give such advice before applying for Loan Shares in accordance with this Invitation.

Yours sincerely

[Sign off]

**Annexure A – Notice of Acceptance**

National Veterinary Care Ltd  
97 Albion Road, Albion, Queensland 4010  
Attention: Katherine Baker

Pursuant to the invitation issued to me by the Board of the Company on [insert] (**Invitation**) and which this notice of acceptance (**Notice of Acceptance**) accompanied, I, [insert name] of [insert address], apply for the Loan Shares the subject of that Invitation.

By applying for the Loan Shares I agree to become a member of the Company and be bound by:

- 1. the Plan Rules;
- 2. the Terms of Offer;
- 3. the Loan Agreement; and
- 4. the Constitution of the Company.

Unless the context otherwise requires, words and phrases used in this Notice of Acceptance have the same meaning as given in the Invitation.

Dated 2015

**Signed by**

.....  
[insert] (signature)

**Witnessed by**

.....  
(Signature)

.....  
(Name)

For personal use only

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## Annexure B – Plan Rules

[to be attached]

For personal use only

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## Annexure C – Loan Agreement

[to be attached]

For personal use only