Insert name Insert date

Insert address

Dear [insert name]

###  Offer under Employee Share Plan

You are invited to participate in the employee share plan of ***[insert company name and ACN]*** (Company) on the terms set out in the Application Form and the Employee Share Plan.

Capitalised terms in this letter have the meaning given to them in the Employee Share Plan.

Note: The following statement about tax consequences is only applicable where the acquisition of the Shares meets the criteria to qualify for the ‘start-up concession’ as set out in s.83A-33 of the *Income Tax Assessment Act 1997*.

The Company considers that the Shares will qualify to access the ‘start-up’ concession in the tax legislation. On that basis:

• you will not be taxed on acquisition of the Shares;

• you will only be taxed on transfer of the Shares; and

• for capital gains tax (**CGT**) purposes, any gain or loss you make on disposal of the Shares will be assessed under the CGT rules. Provided you acquired the Shares at least 12 months prior to disposing of the Shares, you should be entitled to apply the 50% CGT discount to reduce the gain, after applying any current or prior year capital losses.

You are encouraged to obtain your own independent professional and financial product advice in relation to your participation in the Employee Share Plan, prior to accepting this offer.

You may accept this offer by returning to the Company by [5:00 pm AEST] on ***[insert date]*** a signed copy of the Application Form attached to this letter as Attachment 1.

Yours sincerely

[insert author name]

[insert author title]

## Attachment 1

### Application Form

Note: If the offer will be accepted by an entity other than the Eligible Person to whom the Company makes the offer (for example, a nominee company)(the **‘Shareholder’**), this acceptance of offer and the power of attorney set out below will need to be modified so that the acceptance of offer and grant of power of attorney are signed by both the Eligible Person and the Shareholder (with appropriate drafting amendments).

To: The Board, ***[insert company name and ACN]*** (the **‘Company’**)

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address),

apply for the Shares offered under the Company’s Employee Share Plan.

|  |  |
| --- | --- |
| **Number of Shares** | ***[insert number of Shares]*** |
| **Purchase Price** | ***[insert purchase price]*** per Share |
| **Total Purchase Price** | **[*insert Total Purchase Price for all Shares*]** |
| **Restrictions on disposal** | Three years from Share acquisition |

□ I enclose a cheque made payable to ***[insert company name]*** for the Total Purchase Price

I acknowledge that the Company has advised me to seek independent legal and financial advice in relation to the Employee Share Plan and that it is advisable that I obtain my own separate independent legal and financial advice in relation to the Employee Share Plan.

I acknowledge that I have read and agree to be bound by the terms of the Employee Share Plan.

I irrevocably appoint each director from time to time of the Company severally as my attorney (**Attorney**) only to the extent necessary to satisfy my obligations under and to give effect to the Employee Share Plan. Each Attorney has the power to:

(a) execute under hand or under seal and deliver (conditionally or unconditionally) any document in a form and of substance as the Attorney thinks fit;

(b) complete any blanks in any document;

(c) amend or vary any document as the Attorney thinks fit (including but not limited to, amending or varying the parties), and execute under hand or seal and deliver (conditionally or unconditionally) any document which effects or evidences the amendment or variation;

(d) do anything which in the Attorney’s opinion is necessary, expedient or incidental to or in any way relates to:

(1) any document referred to in (a) and (c) above; or

(2) any transaction contemplated by any document referred to in (a) and (c) above;

(e) do anything which ought to be done by myself under any document to which I am a party (including, without limitation in relation to clauses 2 (Treatment of Shares for Leavers), 5 (Procedure on Exit Event), and 6 (Listings) of the Employee Share Plan); and

(f) do any other thing (whether or not of the same kind as the above) which in the Attorney’s opinion is necessary, expedient or desirable to give effect to the provisions of this deed.

I acknowledge that each Attorney may exercise the powers of an Attorney under this deed even if the Attorney benefits from the exercise of that power.

I undertake to ratify and confirm any act of each Attorney in exercise of the powers of attorney under this deed.

This deed is governed by and shall be construed in accordance with the laws of the state where the Company is incorporated.

Note: The three execution clauses below represent the most common methods of execution (by an individual and company respectively). These may require amendment or replacement to effect proper execution of this deed.

#### Executed as a deed

|  |  |
| --- | --- |
|  | Signed, sealed and delivered by *[insert name]* |
| sign here ► |  |  |
|  |  |  |
| print name |  |  |
|  | in the presence of |  |
| sign here ► |  |  |
|  | Witness |  |
| print name |  |  |
|  |  |  |
|  |

|  |  |
| --- | --- |
|  | Signed, sealed and delivered by *[insert name of employee company]*by  |
| sign here ► |  |  |
|  | Company Secretary/Director |  |
| print name |  |  |
| sign here ► |  |  |
|  | Director |  |
| print name |  |  |
|  |

|  |  |
| --- | --- |
|  | Signed, sealed and delivered by **[*insert name of employee company*]**by |
| *sign here* ► |  |  |
|  | Sole Director and sole Company Secretary |  |
| *print name* |  |  |
|  |