



## Summary of the key terms of the Omnibus Equity Plan

*NB: Defined terms have the same meaning as provided in the Omnibus Equity Plan Rules released to ASX in September 2017.*

<b>Purpose</b>	The purpose of the Plan is to provide competitive, performance-based remuneration to Eligible Executives whilst aligning the interests of Eligible Executives with those of Link Group shareholders.
<b>Eligibility</b>	Eligible Executive means an executive (including an Executive Director) of a member of the Link Group who is declared by the Board to be an Eligible Executive for the purposes of the Plan. Non-Executive Directors are not eligible to participate in the Plan.
<b>Form of equity</b>	<p>Under the Plan, awards of Options, Rights (PSRs) and Restricted Shares can be made (also referred to as “Awards”).</p> <p>A Right is an entitlement to acquire a Link Group Share (by transfer, issue or allocation at the absolute discretion of the Board) on the terms set out in the Invitation.</p> <p>An Option is an entitlement to acquire a Link Group Share (by transfer, issue or allocation at the absolute discretion of the Board) on the payment of the Exercise Price on the terms set out in this Plan.</p> <p>A Right or Option may be satisfied, at the discretion of the Board, by the Participant receiving the “Cash Equivalent Value” (Indeterminate Right). The Cash Equivalent Value is equal to the gross value of Link Group Shares that would have been allocated or transferred to the Participant if the Board had elected to settle the Award in Link Group Shares.</p> <p>A Restricted Share is a share subject to a deferral condition.</p>
<b>Terms of award</b>	A grant of Options, PSRs and/or Restricted Shares under the Plan is subject to both the rules of the Plan and the terms of the specific grant (Invitation).
<b>Vesting and Exercise</b>	Awards will only Vest and become exercisable (subject to any Exercise Restrictions) once the Board determines any relevant Conditions have been satisfied.
<b>Exercise Price</b>	The amount payable on exercise of an Option, as specified in the Invitation (which may be nil).

<p><b>Exercise</b></p>	<p>Upon exercise of a Vested Award and subject to any applicable restriction imposed by law or the Link Group Securities Trading Policy, Link Group must, as applicable:</p> <ul style="list-style-type: none"> <li>• issue or procure the transfer of the relevant number of Link Group Shares pursuant to the Rules; or</li> <li>• pay the Cash Equivalent Value; or</li> <li>• provide the Share Equivalent Number of Link Group Shares pursuant to the Rules,</li> </ul> <p>to, or for the benefit of, the relevant Participant.</p> <p>The Share Equivalent Number is determined as:</p> $\frac{\text{The Cash Equivalent Value less the aggregate Exercise Prices of the Vested Awards}}{\text{divided by}}$ <p>The market value of the Link Group Shares at the date on which the allocation or procurement of the transfer of the Link Group Shares to the Participant (following exercise) occurs.</p>
<p><b>Change of Control</b></p>	<p>Where:</p> <ul style="list-style-type: none"> <li>• a takeover bid is made for Link Group and the Board recommends the bid to Link Group's shareholders;</li> <li>• a Court orders that a meeting of shareholders of Link Group be held to consider a scheme of arrangement between Link Group and its shareholders; or</li> <li>• the Board determines that some other transaction has occurred, or is likely to occur, which involves a change of control of the Link Group,</li> </ul> <p>the Board may determine in its absolute discretion whether and the extent to which, the Participant's unvested Awards vest conditional upon the Change of Control occurring. In exercising the discretion, the Board, at minimum, must have regard to:</p> <ul style="list-style-type: none"> <li>• the extent to which the conditions would be waived; and</li> <li>• the extent to which the person or entity who will control Link Group following the Change of Control has provided, or will provide, equity or other incentives for the purposes of replacing Awards granted under the Plan.</li> </ul> <p>In exercising its discretion under the Plan, the Board may have regard to any other matter the Board considers relevant, including without limitation the circumstances of the event, the extent to which the applicable conditions have been satisfied (or estimate to have been satisfied) at the time of the event and/or the proportion of the period that has passed at the time of the event.</p>
<p><b>Divestment of a material business or subsidiary</b></p>	<p>Where Link Group divests or disposes of a business or asset that for the purposes of the Plan, the Board designates as "material", the Board may make special rules that apply to Participants in relation to the Awards or Link Group Shares held pursuant to the Plan.</p> <p>Such rules may include:</p> <ul style="list-style-type: none"> <li>• varying the Condition applying to the Participant's Awards to take into account the divestment of the business or asset; and</li> <li>• deeming the Participant to remain an Eligible Executive of Link Group for a specific period.</li> </ul>

<p><b>Lapse</b></p>	<p>A Participant's unvested Awards will lapse upon the earliest to occur of:</p> <ul style="list-style-type: none"> <li>• failure to satisfy the Conditions of the Award;</li> <li>• any date specified by the Board in the invitation; and</li> <li>• the 15th anniversary of the date of grant of the Award or a shorter anniversary as set out in the Invitation.</li> </ul> <p>In addition, a Right or Option may lapse should any of the following occur:</p> <ul style="list-style-type: none"> <li>• hedging;</li> <li>• variation of capital;</li> <li>• divestment of a material business or subsidiary;</li> <li>• Change of Control; and</li> <li>• Clawback.</li> </ul>
<p><b>Ceasing Employment</b></p>	<p><b>Cessation: Qualifying Reason</b></p> <p>If a Participant ceases to be an Eligible Executive prior to the Awards vesting due to a Qualifying Reason:</p> <p>(a) the Participant's unvested Awards will not lapse on cessation and may Vest to the extent that the Conditions stated in the Invitation Letter are satisfied when tested at the end of the applicable Period. In this instance any service related Conditions will be deemed to have been satisfied; and</p> <p>(b) any Awards which do not Vest following testing at the end of the Period will lapse immediately.</p> <p>The Board has discretion to determine a different treatment, either as a term of the grant as set out in the Invitation Letter or at the time of cessation.</p> <p><b>Cessation: termination</b></p> <p>Unless the Board determines otherwise, where a Participant's employment is terminated by Link Group for any reason, all Awards (Vested and not yet Vested) will automatically lapse.</p> <p><b>Cessation: other circumstances</b></p> <p>If a Participant ceases to be an Eligible Executive prior to the Awards vesting, any Awards which have not Vested will lapse or be forfeited upon cessation of employment with Link Group, unless the Board determines otherwise.</p> <p>Where a Participant's employment with Link Group ceases, Vested Awards which are required to be exercised in order to be allocated Link Group Shares, must be exercised within the Exercise Period specified in the Invitation, or such other period determined by the Board.</p> <p>Awards which are not exercised within the period will lapse.</p>
<p><b>Qualifying Reason</b></p>	<p>Qualifying Reason means:</p> <ul style="list-style-type: none"> <li>• death;</li> <li>• serious injury, disability or illness which prohibits continued employment;</li> <li>• genuine retirement; or</li> <li>• genuine retrenchment</li> </ul>

<p><b>Variations of Capital</b></p>	<p>PSRs and Options carry no right to participate in rights issues or bonus issues. The Board will:</p> <ul style="list-style-type: none"> <li>• reduce the Exercise Price of PSRs and/or Options (if any) in the event of a new issue; and/or</li> <li>• change the number of underlying Link Group Shares to which the PSRs and/or Options relate, in the event of a bonus issue, in accordance with the Listing Rules.</li> </ul> <p>If Link Group Shares are issued, transferred or allocated pursuant to the exercise of a Right or an Option prior to determination of entitlements to a new issue, the Link Group Shares issued, transferred or allocated will be entitled to participate in any new issue in accordance with the Listing Rules.</p> <p>In the event of a reorganisation of the Company's share capital, the Board will review and modify the terms of the PSRs and/or Options if required by, and in accordance with, the Listing Rules.</p>
<p><b>Clawback</b></p>	<p>Where in the opinion of the Board, a Participant has obtained or may obtain an unfair benefit as a result of his or her act may include, but is not limited to (whether intentional, inadvertent, direct or indirect):</p> <ul style="list-style-type: none"> <li>• constitutes fraud, or dishonest or gross misconduct in relation to the affairs of Link Group;</li> <li>• brings Link Group into disrepute;</li> <li>• is in breach of his or her obligations to Link Group;</li> <li>• constitutes a failure to perform any other act reasonably and lawfully requested of the Participant; or</li> <li>• has the effect of delivering strong Company performance in a manner which is unsustainable or involves unacceptably high risk and results or is likely to result in a detrimental impact on Company performance,</li> </ul> <p>the Board may exercise its discretion and:</p> <ul style="list-style-type: none"> <li>• reset the condition and/or after the period applying to the Award;</li> <li>• deem any Awards which have not Vested to have lapsed or been forfeited;</li> <li>• deem all or any Link Group Shares allocated following Vesting (or exercise, as applicable) which are not subject to any further restrictions under the Plan, to have lapsed or been forfeited;</li> <li>• may require the Participant repay: <ul style="list-style-type: none"> <li>○ the net proceeds from any sale of Link Group Shares that were allocated to a Participant under the Plan and subsequently sold by the Participant; and</li> <li>○ a sum equal to the cash payment made to a Participant in respect of any Vested Indeterminate Rights under the Plan.</li> </ul> </li> </ul>

<b>Dividends</b>	<p>The PSRs and/or Options held by a Participant will not give the Participant any right to participate in dividends until the issue, transfer or allocation of Link Group Shares pursuant to the exercise of the PSRs and/or Options (as the case may be), before the record date for determining entitlements to a dividend.</p> <p>Restricted Shares are eligible to receive dividends.</p> <p>Any dividends payable on any Participant's Link Group Shares held by the Trustee will be paid by the Company to the Trustee, and the Trustee will pay any such dividends to the relevant Participant as soon as reasonably practicable after those dividends are paid by the Company to the Trustee.</p>
<b>Voting rights</b>	<p>A Participant may exercise any voting rights attaching to Restricted Shares Link Group Shares acquired following the exercise of the Participant's PSRs and/or Options and registered in the Participant's name.</p> <p>The Participant may direct the Trustee by notice in writing as to how to exercise the voting rights attaching to the Participant's Restricted Shares and Link Group Shares held by the Trustee, either generally or in respect of a particular resolution, by way of proxy. In the absence of any such direction, the Trustee must not exercise the voting rights attaching to the Participant's Restricted Shares and Link Group Shares. The Trustee must not vote in respect of any Participant's Restricted Shares and Link Group Shares if the vote occurs by show of hands.</p>
<b>Administration of the Plan</b>	<p>The Plan will be managed in accordance with the Plan Rules, by the Board, which will have power to:</p> <ul style="list-style-type: none"> <li>• determine appropriate procedures and make regulations for the administration of the Plan consistent with the Plan Rules;</li> <li>• resolve and bind the Company and the Participants absolutely regarding any question of fact, interpretation, effect or application arising in connection with the Plan;</li> <li>• determine matters falling for determination under the Plan Rules in its absolute discretion having regard to the interests of and for the benefit of the Company;</li> <li>• exercise the absolute discretions conferred on it by the Plan Rules or which may otherwise be required in relation to the Plan;</li> <li>• 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; and</li> <li>• appoint or engage specialist service providers for the operation and administration of the Plan.</li> </ul> <p>Suspension or termination of Plan:</p> <ul style="list-style-type: none"> <li>• the Plan may be suspended or terminated at any time by resolution of the Board; and</li> <li>• in the event of a suspension or termination, the Plan Rules will continue to operate with respect to any Link Group Shares issued, transferred or allocated under the Plan prior to that suspension or termination, and any Link Group Shares to be issued, transferred or allocated under the Plan as a result of any Invitation which has been issued and accepted prior to that suspension or termination.</li> </ul>
<b>Amendment</b>	<p>The Board may amend, add to, delete or otherwise vary the Rules at any time in any manner the Board thinks fit in its absolute discretion</p>