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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM S-8  
REGISTRATION STATEMENT**  
*UNDER  
THE SECURITIES ACT OF 1933*

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**TRITIUM DCFC LIMITED**  
(Exact name of Registrant as specified in its charter)

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**Australia**  
(State or other jurisdiction of  
incorporation or organization)

**Not applicable**  
(I.R.S. Employer  
Identification Number)

**48 Miller Street  
Murarrie, QLD 4172  
Australia  
+61 (07) 3147 8500**  
(Address of Principal Executive Offices)

**4172**  
(Zip Code)

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**Shadow Equity Employee Scheme of Tritium Technologies, LLC  
Shadow Equity Employee Scheme of Tritium Technologies B.V.  
Shadow Equity Employee Scheme of Tritium Pty Ltd  
Tritium DCFC Limited Long-Term Incentive Plan**  
(Full Title of the Plan)

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**Cogency Global Inc.  
122 East 42nd Street, 18th Floor  
New York, NY 10168  
(800) 221-0102**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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*Copies to:*

**Christopher Lueking  
Ryan Maieron  
Roderick Branch  
Latham & Watkins LLP  
330 North Wabash Avenue, Suite 2800  
Chicago, IL 60611  
(312)-876-7700**

**Alexandra Feros  
Corrs Chambers Westgarth  
42, 111 Eagle Street  
Brisbane QLD 4000  
Australia  
Tel: +61 (7) 3228 9789**

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

Accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

**Proposed sale to take place as soon after the effective date of the registration statement as awards under the plans are exercised and/or vest.**

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## PART I

### INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information called for in Part I of Form S-8 is not being filed with or included in this Form S-8 (by incorporation by reference or otherwise) in accordance with the rules and regulations of the Securities and Exchange Commission (the "SEC").

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

*In this registration statement, Tritium DCFC Limited is sometimes referred to as "Registrant," "we," "us" or "our."*

#### **Item 3. Incorporation of Documents by Reference.**

The SEC allows us to incorporate by reference the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this registration statement, and later information filed with the SEC will update and supersede this information. We hereby incorporate by reference into this registration statement the following documents previously filed with the SEC:

- (a) [the prospectus filed by the Registrant with the SEC pursuant to Rule 424\(b\) under the Securities Act, on December 21, 2021, relating to the registration statement on Form F-4, as amended \(File No. 333-259793\), which contains the Registrant's audited financial statements for the latest fiscal year for which such statements have been filed;](#)
- (b) all other reports filed by us pursuant to Section 13(a) or 14(d) of the Exchange Act;
- (c) [the description of the Registrant's Ordinary Shares contained in the Registrant's registration statement on Form 8-A \(File No. 001-41226\), filed by the Registrant with the SEC under Section 12\(b\) of the Securities Exchange Act of 1934, as amended \(the "Exchange Act"\), on January 13, 2022 including any amendments or reports filed for the purpose of updating such description; and](#)
- (d) all documents that we subsequently file pursuant to Sections 13 or 15(d) of the Exchange Act prior to the filing of a post-effective amendment to the registration statement that indicates that all of the Ordinary Shares offered have been sold or that deregisters all of such shares then remaining unsold.

Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

#### **Item 4. Description of Securities.**

Not applicable.

#### **Item 5. Interests of Named Experts and Counsel.**

None.

**Item 6. Indemnification of Directors and Officers.**

*Australian law.* Australian law provides that a company or a related body corporate of the company may provide for indemnification of a person as an officer or auditor of the company, except to the extent of any of the following liabilities incurred as an officer or auditor of the company:

- a liability owed to the company or a related body corporate of the company;
- a liability for a pecuniary penalty order made under section 1317G or a compensation order under section 961M, 1317H, 1317HA, 1317HB, 1317HC or 1317HE of the Australian Corporations Act 2001 (Cth) (the “Corporations Act”); or
- a liability that is owed to someone other than the company or a related body corporate of the company and did not arise out of conduct in good faith.

Australian law provides that a company or related body corporate of the company must not indemnify a person against legal costs incurred in defending an action for a liability incurred as an officer or auditor of the company if the costs are incurred:

- in defending or resisting proceedings in which the officer or director is found to have a liability for which they cannot be indemnified as set out above;
- in defending or resisting criminal proceedings in which the person is found guilty;
- in defending or resisting proceedings brought by the ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (except costs incurred in responding to actions taken by the ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or
- in connection with proceedings for relief to the officer or a director under the Corporations Act, in which the court denies the relief.

*Constitution.* Registrant’s Constitution provides, to the extent permitted by and subject to any applicable law, for the indemnification of each director, secretary and officer of Registrant, or a subsidiary of Registrant against any liability incurred by that person in such capacity, and for any legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity.

*SEC Position.* Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling Registrant pursuant to the foregoing provisions, Registrant has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

| <u>Exhibit Number</u> | <u>Exhibit Description</u>  | <u>Incorporated by Form</u> | <u>Reference Date</u> | <u>Number</u>         | <u>Filed Herewith</u> |
|-----------------------|---|-----------------------------|-----------------------|-----------------------|-----------------------|
| 3.1                   | Constitution of Tritium DCFC Limited  | 6-K                         | 1/14/22               | <a href="#">3.1</a>   |                       |
| 4.1                   | <a href="#">Specimen Ordinary Share Certificate</a>   |                             |                       |                       | X                     |
| 5.1                   | <a href="#">Opinion of Corrs Chambers Westgarth</a>   |                             |                       |                       | X                     |
| 10.1                  | <a href="#">Tritium DCFC Limited Limited Long-Term Incentive Plan</a>   |                             |                       |                       | X                     |
| 10.2                  | <a href="#">Tritium Technologies, LLC Shadow Equity Employee Plan</a>   | F-4                         | 10/29/21              | <a href="#">10.8</a>  |                       |
| 10.3                  | <a href="#">Tritium Technologies B.V. Shadow Equity Employee Plan</a>   | F-4                         | 10/29/21              | <a href="#">10.9</a>  |                       |
| 10.4                  | <a href="#">Tritium Pty Ltd Shadow Equity Employee Plan</a>   | F-4                         | 10/29/21              | <a href="#">10.10</a> |                       |
| 10.5                  | <a href="#">Form of Letter of Confirmation of Benefit under Tritium Technologies, LLC Shadow Equity Employee Plan</a> |                             |                       |                       | X                     |
| 10.6                  | <a href="#">Form of Letter of Confirmation of Benefit under Tritium Technologies B.V. Shadow Equity Employee Plan</a> |                             |                       |                       | X                     |

|      |   |   |
|------|---|---|
| 10.7 | <a href="#">Form of Letter of Confirmation of Benefit under Tritium Pty Ltd Shadow Equity Employee Plan</a> | X |
| 10.8 | <a href="#">Form of Deed of Access, Insurance and Indemnity for Directors</a>                               | X |
| 10.9 | <a href="#">Form of Deed of Access, Insurance and Indemnity for Officers</a>                                | X |
| 23.1 | <a href="#">Consent of PricewaterhouseCoopers, independent registered public accounting firm</a>            | X |
| 23.2 | <a href="#">Consent of WithumSmith+Brown, PC, independent registered public accounting firm</a>             | X |
| 23.3 | <a href="#">Consent of Corrs Chambers Westgarth (contained in Exhibit 5.1)</a>                              | X |
| 24.1 | <a href="#">Power of Attorney (included on the signature page of the Registration Statement)</a>            | X |
| 107  | <a href="#">Filing Fee Table</a>  | X |

**Item 9. Undertakings.**

(a) The Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
  - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
  - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*Provided, however,* that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities

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(other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Brisbane, State of Queensland, Australia, on this 11th day of February, 2022.

### TRITIUM DCFC LIMITED

By: /s/ Jane Hunter

Name: Jane Hunter

Title: Chief Executive Officer

### POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below does hereby constitute and appoint each of Jane Hunter and Michael Hipwood, with full power of substitution and full power to act without the other, as his or her true and lawful attorney-in-fact and agent to act for him or her in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file this registration statement, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in order to effectuate the same as fully, to all intents and purposes, as they or he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the date indicated.

| <u>NAME</u>   | <u>POSITION</u>   | <u>DATE</u>       |
|---|---|-------------------|
| <u>/s/ Jane Hunter</u><br>Jane Hunter                 | Chief Executive Officer and Executive Director<br>(Principal Executive Officer)           | February 11, 2022 |
| <u>/s/ Michael Hipwood</u><br>Michael Hipwood         | Chief Financial Officer<br>(Principal Financial Officer and Principal Accounting Officer) | February 11, 2022 |
| <u>/s/ Robert Tichio</u><br>Robert Tichio             | Non-Executive Director and Chairman   | February 11, 2022 |
| <u>/s/ Trevor St. Baker</u><br>Trevor St. Baker       | Non-Executive Director  | February 11, 2022 |
| <u>/s/ Kenneth Braithwaite</u><br>Kenneth Braithwaite | Non-Executive Director  | February 11, 2022 |
| <u>/s/ David Finn</u><br>David Finn                   | Executive Director and Chief Vision Officer   | February 11, 2022 |
| <u>/s/ Edward Hightower</u><br>Edward Hightower       | Non-Executive Director  | February 11, 2022 |
| <u>/s/ Kara Phillips</u><br>Kara Phillips             | Non-Executive Director  | February 11, 2022 |

**AUTHORIZED REPRESENTATIVE**

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned, the duly authorized representative in the United States of Tritium DCFC Limited. has signed this registration statement on February 11, 2022.

By: /s/ Colleen A. De Vries  
Name: Colleen A. De Vries  
Title: Senior Vice President on behalf of Cogency Global Inc., Authorized Representative in the United States

ZQ|CERT#|COY|CLS|RGSTRY|ACCT#|TRANSTYPE|RUN#|TRANS#


  
 PO BOX 505996, Louisville, KY 40233-5996

CUSIP IDENTIFIER XXXXXX XXX  
 Holder ID XXXXXX00000X  
 Insurance Value 1,000,000.00  
 Number of Shares 123456  
 DTC 12345678 123456789012345

| Certificate Numbers      | Num/No. | Denom. | Total    |
|--------------------------|---------|--------|----------|
| 12345678901234567890     | 1       | 1      | 1        |
| 12345678901234567890     | 2       | 1      | 2        |
| 12345678901234567890     | 3       | 1      | 3        |
| 12345678901234567890     | 4       | 1      | 4        |
| 12345678901234567890     | 5       | 1      | 5        |
| 12345678901234567890     | 6       | 1      | 6        |
| 12345678901234567890     | 7       | 1      | 7        |
| <b>Total Transaction</b> |         |        | <b>7</b> |

ORDINARY SHARES  
NO PAR VALUE

**Certificate Number**  
ZQ00000000



**TRITIUM**

TRITIUM DCFC LIMITED

ORDINARY SHARES

**Shares**  
\*\*\*\*\*000000\*\*\*\*\*  
\*\*\*\*\*000000\*\*\*\*\*  
\*\*\*\*\*000000\*\*\*\*\*  
\*\*\*\*\*000000\*\*\*\*\*

**THIS CERTIFIES THAT**

MR. SAMPLE & MRS. SAMPLE & MRS. SAMPLE

is the owner of

\*\*\*ZERO HUNDRED THOUSAND ZERO HUNDRED AND ZERO\*\*\*

FULLY-PAID SHARES OF ORDINARY SHARES OF

**Tritium DCFC Limited (hereinafter called the "Company")**, transferable on the books of the Company in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby, are issued and shall be held subject to all of the provisions of the Constitution, as amended, of the Company (copies of which are on file with the Company and with the Transfer Agent), to all of which each holder, by acceptance hereof, assents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

**Witness the facsimile seal of the Company and the facsimile signatures of its duly authorized officers.**

*J. Hunter*  
Chief Executive Officer

*M. J. Spwood*  
Chief Financial Officer



DATED DD-MMM-YYYY

COUNTERSIGNED AND REGISTERED:  
**COMPUTERSHARE TRUST COMPANY, N.A.**  
TRANSFER AGENT AND REGISTRAR.

By \_\_\_\_\_  
AUTHORIZED SIGNATURE

SEE REVERSE FOR CERTAIN DEFINITIONS  
CUSIP Q9225T 10 8

THIS CERTIFICATE IS TRANSFERABLE IN CITIES DESIGNATED BY THE TRANSFER AGENT, AVAILABLE ONLINE AT [www.computershare.com](http://www.computershare.com)

1234567

11 February 2022

Tritium DCFC Limited  
48 Miller Street  
Murarrie QLD 4172

**Contact**  
Alexandra Feros (07) 3228 9789  
Email: alexandra.feros@corrs.com.au

Dear Sir/Madam

## Registration Statement on Form S-8

We have been retained as Australian legal advisers to Tritium DCFC Limited ACN 650 026 314 (**Tritium DCFC**), a company which is incorporated in Australia, in connection with its filing of a registration statement on Form S-8, on or about 11 February 2022, to which this opinion letter is attached as an exhibit (such registration statement, as amended, including the documents incorporated by reference therein, the **Registration Statement**) under the U.S. Securities Act of 1993, as amended (**Securities Act**), with the U.S. Securities and Exchange Commission (the **Exchange Commission**).

The Registration Statement relates to the registration of the following fully paid ordinary shares in the capital of Tritium DCFC, no par value (**Ordinary Shares**):

- (a) up to 625,586 Ordinary Shares (**U.S. Shadow Plan Shares**) that may become issuable by Tritium DCFC under the Tritium Technologies, LLC Shadow Equity Employee Plan (the **U.S. Shadow Plan**);
- (b) up to 747,739 Ordinary Shares (**Dutch Shadow Plan Shares**) that may become issuable by Tritium DCFC under the Tritium Technologies B.V. Shadow Equity Employee Plan (the **Dutch Shadow Plan**);
- (c) up to 729,801 Ordinary Shares (**Australian Shadow Plan Shares**) that may become issuable by Tritium DCFC under the Tritium Pty Ltd Shadow Equity Employee Plan (the **Australian Shadow Plan**); and
- (d) up to 6,438,263 Ordinary Shares (**Incentive Plan Shares**) that may become issuable under the Tritium DCFC Limited Long Term Incentive Plan (the **Incentive Plan**).

The U.S. Shadow Plan Shares, Dutch Shadow Plan Shares, Australian Shadow Plan Shares and Incentive Plan Shares are together referred to in this letter as the **Shares**.

The U.S. Shadow Plan, Dutch Shadow Plan and Australian Shadow Plan are each referred to in this letter as a **Shadow Plan** and together, the **Shadow Plans**.

The Shadow Plans and the Incentive Plan are each referred to in this letter as a **Plan** and together, the **Plans**.

In connection with the opinions in this letter, we have reviewed:

- (a) a copy of the Registration Statement;
- (b) a copy of the certificate of registration of Tritium DCFC;
- (c) a copy of the constitution of Tritium DCFC as at the date of this letter;
- (d) a copy of each Shadow Plan;
- (e) a copy of the Incentive Plan;
- (f) a copy of the written resolutions of the directors of Tritium DCFC dated 11 February 2022 (US Eastern time) authorising the issue of the Shares and the filing of the Registration Statement (**Board Resolution**);
- (g) the results of a search conducted on the date of this letter at 11.13 am Brisbane time of the Australian Securities and Investments Commission (**ASIC**) database for Tritium DCFC (**ASIC Search**); and
- (h) such other instruments, agreements, certificates, minutes and other documents we deem necessary in order to give the opinions expressed below.

We have also considered such questions of law as we have considered relevant or necessary in order to give the opinions expressed below.

**A. Opinions**

Subject to the assumptions and qualifications set out in Schedule 1 and elsewhere in this letter, and subject further to the following:

- (a) the Registration Statement, as finally amended, having become effective under the Securities Act and continuing to be so effective; and
- (b) the Board Resolution remaining in full force and effect and not having been rescinded or amended; and
- (c) valid entries having been made in relation to the issue of the Shares in the books and registers of Tritium DCFC,

we are of the opinion that:

- (d) Tritium DCFC has been duly incorporated and is validly registered and existing under the laws of the Commonwealth of Australia; and
- (e) the Shares, if and when issued as described in the Registration Statement, will be validly issued and fully paid and will not be subject to any call for payment of further capital.

**B. General**

The opinions in this letter:

- (a) relate exclusively to the documents and transactions described in it;
- (b) are strictly limited to the matters stated in the opinion, and no opinion or belief is implied or may be inferred beyond the matters expressly stated in the opinion;
- (c) are addressed to and given for the benefit of Tritium DCFC and may be relied upon by Tritium DCFC and by persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act. This letter may not in any circumstance be:
  - (i) relied upon, by any other person; or
  - (ii) used in connection with any other transaction, without our prior written consent; and
- (d) are given solely to matters governed by, and should be interpreted in accordance with, the laws of the Commonwealth of Australia as in force and as interpreted at 9.00am Brisbane time on the date of this letter, and we have no obligation to inform you of any change in any relevant law occurring after that time.

We express no opinion as to any laws or any matter relating to any laws other than the laws of Australia.

We hereby consent to the filing of this letter as an exhibit to the Registration Statement and to the references therein to us. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, as amended.

Yours faithfully

**Corrs Chambers Westgarth**

/s/ Alexandra Feros

\_\_\_\_\_  
**Alexandra Feros**

Partner

Schedule 1  
Assumptions and Qualifications

1 Assumptions

We have assumed (without making any investigation) that:

- (a) with respect to all documents reviewed by us:
  - (i) all signatures, sealings or markings are genuine;
  - (ii) any individual, corporate entity or governmental authority signing, sealing or otherwise marking any of such documents had the requisite legal capacity at all relevant times to sign, seal or otherwise mark such documents;
  - (iii) all documents submitted to us as originals are authentic and complete;
  - (iv) all documents submitted to us as copies or as a reproduction (including facsimiles) conform to the authentic original documents; and
  - (v) the corporate records of Tritium DCFC are complete, true and accurate;
- (b) if we have reviewed a draft of a document rather than an executed copy, the document will be executed in the form of that draft;
- (c) Tritium DCFC has disclosed to us all the information it and any of its officers and employees are aware of and which might affect our findings;
- (d) any documents and information given to us by Tritium DCFC or any of its employees, officers, advisers, agents or representatives are accurate and complete;
- (e) all factual matters in all documents provided to us in connection with this opinion are true and correct;
- (f) each document reviewed by us has been validly executed by each entity expressed to be a party to it and the obligations of each party under each document reviewed by us are valid, binding and (subject to the terms of each document) enforceable;
- (g) each party to a document reviewed by us, other than Tritium DCFC, is validly registered and existing under the laws of its place of incorporation;
- (h) each party to a document reviewed by us has the power to enter into and perform its obligations under that document and has taken all necessary corporate and other action to authorise the execution, delivery and performance of that document in accordance with its terms;

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- (i) the filing of the Registration Statement with the Exchange Commission has been authorised by all necessary actions under all applicable laws other than Australian law;
  - (j) the constitution of Tritium DCFC examined by us remains in full force and effect and no alteration has been made or will be made to the constitution prior to the date of allotment and issue of the Shares (**Allotment Date**);
  - (k) the information disclosed by the ASIC Search conducted by us was complete, accurate and up to date as at the date of the ASIC Search, that the position has not changed since the time at which the ASIC Search was undertaken and that the result of the ASIC Search will remain complete and accurate at the Allotment Date;
  - (l) Tritium DCFC has complied with its reporting and filing obligations under all applicable laws;
  - (m) each document reviewed by us in connection with this opinion:
    - (i) is accurate, complete and up-to-date;
    - (ii) has not been varied, amended or terminated; and
    - (iii) has not been superseded by some other document or action of which we are not aware;
  - (n) no material information or documents have been withheld from us, whether deliberately or inadvertently;
  - (o) the resolutions of the directors of Tritium DCFC were duly passed as written resolutions of the directors of Tritium DCFC, all constitutional, statutory and other formalities were duly observed and such resolution was duly adopted, and such resolution has not been revoked or varied and remains in full force and effect and will remain so at the Allotment Date;
  - (p) each Plan was validly adopted, remains in full force and effect, and no alterations have been made to the Plan following the date of its adoption or will be made to the Plan prior to an Allotment Date;
  - (q) in respect of all awards made under the terms of each Plan, the terms of those awards do not materially deviate from the terms set out in the Plan;

- (r) in relation to any allotment and issue of Shares pursuant to a Plan, the recipient will have become entitled to such Shares under the terms of the Plan and such Shares will, where applicable, be fully vested in accordance with the terms of the Plan and such recipient has or will have complied with all other requirements of the Plan in connection with the allotment and issue of such Shares;
- (s) in relation to any allotment and issuance of Shares pursuant to a Plan, that such Shares will be allotted and issued in accordance with the terms of the Plan, the constitution of Tritium DCFC and the requirements of all applicable laws; and
- (t) none of the Shares or rights to subscribe for Shares have been or will be offered to the public in any jurisdiction in breach of any applicable laws or regulations in that jurisdiction concerning offers of securities to the public.

## 2 Qualifications

Our opinions in this letter are subject to the following qualifications and limitations:

- (a) this opinion only relates to the laws in Australia in force at the date of this opinion and does not express or imply an opinion as to the laws of any other jurisdiction;
- (b) we express no opinion on the compliance of the Plans, or the compliance of any award made under the Plans, with the rules and regulations of the NASDAQ Stock Market LLC;
- (c) we express no opinion in relation to the legality, enforceability or validity of any Plan or any award agreement entered into pursuant to any Plan;
- (d) we are not able to comment on, and express no opinion on whether:
  - (i) the information given to us for the purposes of this opinion is adequate;
  - (ii) the documents given to us for the purposes of this opinion are complete;
  - (iii) the documents given to us for the purposes of this opinion comprise all relevant documents;
  - (iv) there is other information relevant to the matters referred to in this opinion;
  - (v) all relevant documents and information have been correctly filed; or
  - (vi) there are any other matters not brought to our attention which a reasonable person may consider material in relation to the matters referred to in this opinion;

- 
- (e) we do not accept any responsibility for omissions or inaccuracies in this opinion resulting from documents or information not given to us;
  - (f) we have relied on the ASIC Search and have not made any independent investigations or searches. We note that the records of ASIC available for public search may not be complete, accurate or up to date; and
  - (g) if a person for whose benefit our opinion is given is actually aware of or believes there to be a false or misleading statement or an omission of the information requested to be provided to us in connection with the work performed by us in rendering this opinion, that person may not rely on this opinion in relation to that statement or omission and should seek legal advice on the specific matter concerned.

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Tritium DCFC Limited

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Long Term Incentive Plan Rules

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| <b>Allocate</b>    | (a) The issue of a Share to or for the benefit of;<br>(b) procuring the transfer of a Share (pursuant to a purchase on-market or an off- market transfer) to or for the benefit of; or<br>(c) procuring the setting aside of a Share for the benefit of,<br>a Participant.   |
| <b>Application</b> | An application by an Eligible Participant to participate in the Plan and be granted an Award.  |
| <b>ASIC</b>        | Australian Securities and Investment Commission.   |
| <b>Award</b>       | (a) An Option;<br>(b) a Performance Right;<br>(c) a Restricted Share;<br>(d) an Unrestricted Share; or<br>(e) an Incentive Right.  |
| <b>Bad Leaver</b>  | Any Eligible Participant who ceases employment with the Company (or, if applicable, a Group Company) by reason of:<br>(a) resignation;<br>(b) fraudulent or dishonest conduct; or<br>(c) termination for cause or summary dismissal pursuant to the terms of the Eligible Participant's terms of employment, or otherwise for:<br>(i) suspension or termination of the Eligible Participant's working visa (if applicable), or any restriction on their ability to work lawfully in Australia;<br>(ii) wilful or deliberate behaviour that is inconsistent with the continuation of employment by the Company (or Group Company, as applicable);<br>(iii) engaging in conduct that causes imminent and serious risk to the health or safety of a person or the reputation, viability or profitability of the Company's business;<br>(iv) theft and/or fraud; |

- (v) wilful misrepresentation of any qualifications, licences, certifications, etc.;
  - (vi) misappropriation of funds;
  - (vii) being indicted for a criminal offence;
  - (viii) attending work under the influence of drugs and/or alcohol;
  - (ix) verbally or physically assaulting, abusing, harassing or threatening an officer, client or customer of the Group or another Employee;
  - (x) malicious damage to property of the Group, an officer, client or customer of the Group or another Employee;
  - (xi) wilful disobedience of a lawful and reasonable direction given by a representative of the Company (or any other Group Company);
  - (xii) a wilful, serious breach of applicable Group codes of conduct and workplace policies and processes including the confidentiality and intellectual property provisions contained in the Eligible Participant's terms of employment; and / or
  - (xiii) any other matter that the Company (or Group Company) believes is consistent with the meaning of "serious misconduct" in the *Fair Work Act 2009* (Cth) and the *Fair Work Regulations 2009* (Cth)
- (d) any matter (including as a Good Leaver) but where within the period of restraint set out in the Eligible Participant's terms of employment (or if not so specified, 3 months of ceasing employment):
- (i) the Participant commences employment with a competitor;
  - (ii) the Participant establishes a business which is in competition with the Group;
  - (iii) key client accounts move to the Participant; or
  - (iv) key existing staff cease employment with a company in the Group and commence employment with the Participant.

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| <b>Board</b>                   | The board of directors of the Company, any committee of that board or a duly authorised person or body to which that board has delegated its powers under this Plan.  |
| <b>Cessation Date</b>          | In relation to a particular Participant, the date on which Cessation of Employment of that Participant occurs.  |
| <b>Cessation of Employment</b> | In relation to a particular Participant:<br>(a) that Participant ceases to be an Employee for whatever reason; or<br>(b) that Participant’s employer (being a company other than the Company) ceases to be a Group Company.   |
| <b>Change of Control Event</b> | (a) A Takeover Bid being made for Shares in the Company;<br>(b) a court orders a meeting to be convened in relation to a compromise or arrangement for the purposes of, or in connection with:<br>(i) a scheme which would, if it becomes effective, result in any person (either alone or together with its related bodies corporate) owning all of the shares in the Company; or<br>(ii) a scheme for the reconstruction of the Company or its amalgamation with any other company or companies;<br>(c) any other transaction or event that in the Board’s opinion is likely to result in a change of Control of the Company. |
| <b>Company</b>                 | Tritium DCFC Limited ACN 650 026 314.   |
| <b>Constitution</b>            | The constitution of the Company.  |
| <b>Contributions</b>           | A monetary amount to be applied towards the price payable for the Allocation of a Share, whether made before or after the Allocation, from one or more of the following:<br>(a) gross (before-tax) wages or salary;<br>(b) net (after-tax) wages or salary;<br>(c) a bonus or other remuneration.   |
| <b>Control</b>                 | Has the meaning given in section 50AA of the Corporations Act.  |
| <b>Corporations Act</b>        | <i>Corporations Act 2001</i> (Cth).   |

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| <b>Dealing</b>                   | In relation to an Award or a Share (as the case may be), any dealing, including but not limited to: <ul style="list-style-type: none"> <li>(a) a sale, transfer, assignment, trust, encumbrance, option, swap, any alienation of all or any part of the rights attaching to the Award or Share;</li> <li>(b) any attempt to do any of the actions set out in paragraph (a); and</li> <li>(c) any arrangement or transaction in financial products that operates to limit the economic risk associated with holding a Share or Award.</li> </ul> |
| <b>Dealing Restriction</b>       | The restrictions on Dealing with an Award or Shares (as applicable) as set out in these Rules or an Invitation.   |
| <b>Dividend Equivalent Right</b> | A right to be paid a cash amount that is ultimately determined by reference to (wholly or in part): <ul style="list-style-type: none"> <li>(a) the amount or value of dividends paid or payable in relation to Shares over a specified period of time; or</li> <li>(b) a change in the amount or value over a specified period of time of dividends paid or payable in relation to Shares.</li> </ul>   |
| <b>Eligible Participant</b>      | <ul style="list-style-type: none"> <li>(a) An Employee (including a director employed in an executive capacity); or</li> <li>(b) any other person who the Board determines is eligible to receive a grant of an Award under the Plan, which may include a non-executive director or independent contractor of a Group Company.</li> </ul>   |
| <b>Employee</b>                  | Any person who is in full-time or part-time employment of a Group Company.  |
| <b>Exchange</b>                  | Any stock exchange nationally recognised in the United States of America or Australia (including Nasdaq Capital Market) on which the Shares are listed.   |
| <b>Exercise Price</b>            | The amount payable to exercise an Option following Vesting as set out in an Invitation (as adjusted or amended in accordance with these Rules).   |
| <b>Financial Year</b>            | The financial year of the Company (being at the time of adoption of these Rules a period of 12 months starting on 1 July in one year and ending on 30 June in the following year).  |
| <b>Forfeited Share</b>           | A Share forfeited in accordance with these Rules.   |

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| <b>Good Leaver</b>       | An Eligible Participant who: <ul style="list-style-type: none"> <li>(a) ceases employment or office with any Group Company and who is not a Bad Leaver, and includes where a Participant's employment or office ceases due to redundancy, bona fide retirement, permanent incapacity or death; or</li> <li>(b) ceases employment or office with any member of the Group Company and whom the Board in its absolute discretion determines is a Good Leaver (including where the Eligible Participant would otherwise be considered a Bad Leaver).</li> </ul> |
| <b>Group</b>             | The Company and each Group Company.   |
| <b>Group Company</b>     | The Company and each of its Subsidiaries.   |
| <b>Incentive Right</b>   | A right to be paid a cash amount that is ultimately determined by reference to (wholly or in part): <ul style="list-style-type: none"> <li>(a) the price or value of Shares at a specified point in time or period of time; or</li> <li>(b) a change in the price or value of Shares over a specified period of time.</li> </ul>  |
| <b>Invitation</b>        | An invitation to an Eligible Participant made by the Board under <b>clause 2.1</b> to apply to participate in the Plan and apply for a grant of an Award.   |
| <b>Listing Rules</b>     | The rules and regulations of any Exchange.  |
| <b>Market Value</b>      | In relation to a Share means: <ul style="list-style-type: none"> <li>(a) the VWAP of Shares over the 10 Trading Days on which sales were recorded on the Exchange immediately before the relevant date; or</li> <li>(b) any other calculation as determined by the Board.</li> </ul>  |
| <b>Option</b>            | An option to acquire one Share (or to be paid a cash payment in lieu of one Share) in accordance with these Rules and an Invitation.  |
| <b>Participant</b>       | A person who has holds an Award or Share under the terms of this Plan from time to time.  |
| <b>Performance Right</b> | A right to acquire one Share (or to be paid a cash payment in lieu of one Share) in accordance with these Rules and an Invitation.  |
| <b>Plan</b>              | The Tritium DCFC Limited Long Term Incentive Plan as set out in these Rules.  |

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| <b>Restricted Share</b>          | A Share Allocated under this Plan (other than as result of the exercise of an Option or the Vesting of a Performance Right) that has not yet become an Unrestricted Share.   |
| <b>Restriction Period</b>        | The period during which a Participant must not Deal with Awards or Shares Allocated on exercise or Vesting of an Award as specified in an Invitation.  |
| <b>Rules</b>                     | The terms and conditions set out in this document as amended from time to time.  |
| <b>Securities Trading Policy</b> | The policy of the Company on Dealing in securities of the Company as amended or replaced from time to time.  |
| <b>Share</b>                     | A fully paid ordinary share in the capital of the Company.   |
| <b>Subsidiary</b>                | A body corporate which is a subsidiary of the Company within the meaning of section 9 of the Corporations Act.   |
| <b>Takeover Bid</b>              | Has the meaning given in section 9 of the Corporations Act.  |
| <b>Tax</b>                       | Any tax, levy, excise, duty, charge, surcharge, contribution, withholding tax, impost or withholding obligation of whatever nature, whether direct or indirect, by whatever method collected or recovered, together with any fees, penalties, fines, interest or statutory charge. |
| <b>Tax Liability</b>             | A liability of the Participant for income tax or employment taxes under any wage, withholding or other arrangements or for any other tax, social security contributions or levy or charge of a similar nature.   |
| <b>Trading Day</b>               | Any day on which the Exchange is open for trading.   |
| <b>Trust</b>                     | In relation to an Invitation, the trust specified by the Company as the trust for the purposes of the Invitation.  |
| <b>Trust Deed</b>                | The trust deed of the Trust, as amended from time to time  |
| <b>Trust Share</b>               | In respect of a Participant, a Share Allocated under the Plan that is held by the Trustee on behalf of that Participant pursuant to the Trust Deed.  |
| <b>Trustee</b>                   | The trustee under the Trust Deed.  |
| <b>Unrestricted Share</b>        | A Share Allocated under this Plan (including as a result of the exercise of an Option or the Vesting of a Performance Right) that is not subject to any dealing restrictions or forfeiture conditions under <b>clause 8 or 9</b> .   |
| <b>Unvested</b>                  | In respect of an Award means an Award which has not Vested.  |

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| <b>Vest or Vesting</b>   | The process by which the holder of an Award becomes entitled to: <ul style="list-style-type: none"> <li>(a) in the case of an Option, exercise the Option in accordance with <b>clause 8.2</b>;</li> <li>(b) in the case of a Performance Right, be Allocated a Share in accordance with <b>clause 10.1</b> or be paid the amount payable in respect of the Performance Right in accordance with <b>clause 10.2</b>; or</li> <li>(c) in the case of an Incentive Right, be paid the amount payable in respect of the Incentive Right; or</li> <li>(d) in the case of a Restricted Share, an Unrestricted Share in accordance with <b>clause 8.3</b>,</li> </ul> following all Vesting Conditions that apply to that Award being satisfied or otherwise waived by the Board. |
| <b>Vesting Condition</b> | Means one or more conditions (which may comprise of include a condition that the relevant Participant remains an Employee for a specified period) which must be satisfied or circumstances which must exist before an Award Vests under these Rules.  |
| <b>Vesting Period</b>    | The period or periods over which the Vesting Conditions are measured or tested as specified by the Board for the purposes of a particular Award, including any period or periods over which any re-testing of the Vesting Conditions occurs.  |
| <b>VWAP</b>              | In relation to a Share means the arithmetic average of the daily volume weighted average market price of the Shares (calculated to 2 decimal places of one cent) of all Shares sold on the Exchange excluding: <ul style="list-style-type: none"> <li>(a) special crossings, overseas trades, trades pursuant to the exercise of options, overnight trades, and any other trades that are excluded from an Exchange volume weighted average price calculation; and</li> <li>(b) any trades that the Board determines to exclude on the basis that the trades are not fairly reflective of natural supply and demand.</li> </ul>   |

2      **Invitations**

**2.1 Board may make Invitations**

- (a) The Board may, from time to time, in its absolute discretion and subject to these Rules invite Eligible Participants to participate in the Plan and apply for a grant of Awards upon the terms set out in the Plan and any other terms and conditions as the Board determines.

- (b) The Board may in its discretion invite an Eligible Participant to apply for a grant of a Dividend Equivalent Right in an Invitation to apply for a grant of Award (other than a Restricted Share or Unrestricted Share).
- (c) Without limiting **clause 2.1(a)**, an Invitation may be expressed as an offer to the Eligible Participant to participate in the Plan and may specify the manner in which the Eligible Participant may accept that offer or the conduct of the Eligible Participant which will be treated as acceptance of that offer, including the failure of the Eligible Participant to lodge or submit an election not to participate in the Plan in accordance with the instructions that accompany the Invitation.
- (d) Without limiting **clause 2.1(a)**, an Invitation may be made to a person where the Invitation is conditional on the person becoming an Employee.
- (e) The Board may amend or withdraw an Invitation at any time prior to acceptance. An invitation that is withdrawn will become null and void and of no effect.

## 2.2 Form of an Invitation

- (a) An Invitation may take any form determined by the Board, including by electronic means or by way of making it available on a website and notifying the Eligible Participant recipient that it is available on the website.
- (b) An Invitation must include the following information:
  - (i) the type or types of Awards being offered;
  - (ii) the number of Awards being offered or the method by which the number will be calculated;
  - (iii) the manner in which the Eligible Participant may accept or reject the Invitation and the latest date by which the Invitation must be accepted;
  - (iv) the amount (if any) that will be payable for the grant of an Award or the method by which that amount will be calculated; and
  - (v) any Vesting Conditions or other conditions that apply to the Award, including any Vesting Period.
- (c) An Invitation for a grant of an Option or Performance Right must include the following information:
  - (i) if the Award is an Option, the requirements for exercising the Option, including any Exercise Price that will be payable and the period or periods in which the Option may be exercised;
  - (ii) whether the exercise of the Option or Vesting of the Performance Right will only be satisfied by an Allocation of Shares to the Participant; and
  - (iii) the dates or circumstances in which the Option or Performance Right may lapse.

- (d) An Invitation for a grant of an Incentive Right must include the following information:
  - (i) how the amount of the Incentive Right will be calculated; and
  - (ii) when the amount of the Incentive Right will be paid.
- (e) An Invitation may include the following information:
  - (i) the circumstances (if any) in which Shares Allocated to the Participant may be forfeited;
  - (ii) any Dealing Restrictions (including the Restriction Period);
  - (iii) how an Award may be treated in the event that a Cessation of Employment of the Participant occurs;
  - (iv) how an Award may be treated in the event that a Change of Control Event occurs;
  - (v) how an Award may be treated in the circumstances referred to in **clause 15.1**; and
  - (vi) how an Award may be treated in the circumstances referred to in **clause 18.1**.

### 2.3 **Terms of grant**

Unless an Invitation provides otherwise:

- (a) no payment will be required for the grant of an Award; and
- (b) an Option or Performance Right does not confer on a Participant the right to participate in new issue of securities to existing holders of Shares unless:
  - (i) the Participant has become entitled to exercise the Option or the Performance Right has Vested;
  - (ii) Shares have been Allocated under the Plan in respect of that Option or Performance Right before the record date for the determination of entitlements to the new issue of securities; and
- (c) the Participant participates as a holder of those Allocated Shares.

## 3 Contribution arrangements

### 3.1 **Board may permit Contributions**

The Board may in its discretion determine that a Participant may satisfy the payment of the amount (if any) payable for the Allocation of Restricted Shares by means of the application of Contributions.

### 3.2 Invitations involving Contributions

If the Board makes a determination under **clause 3.1**, the Invitation for the grant of those Restricted Shares must specify:

- (a) the form and manner by which a Participant can agree to make Contributions;
- (b) the type of Contributions which may be made;
- (c) the period or periods of time during which Contributions may be made;
- (d) any limitations on the amount of Contributions which can be made, which may vary between different types of Contributions and may include either or both a minimum amount and maximum amount;
- (e) the circumstances (if any) in which the amount of the Contributions agreed to be made by the Participant can be changed and how that change may be effected;
- (f) the manner in which Contributions made by a Participant will be held pending their application for an Allocation of Shares;
- (g) the procedure by which the Contributions will be applied towards the price payable for an Allocation of Shares, including the time or times when the Restricted Shares will be Allocated and how Contributions in excess of the price payable for the Allocation of the Restricted Shares will be dealt with;
- (h) how the Contributions will be treated in the event a Cessation of Employment of the Participant occurs;
- (i) how the Contributions will be treated in the event a Change of Control Event occurs;
- (j) the circumstances (if any) in which the Participant may be prohibited or suspended from making further Contributions and the consequences of that prohibition or suspension, including how Contributions made prior to that time will be dealt with; and
- (k) the procedure by which a Participant may elect to discontinue making Contributions under the Plan, when that election takes effect and the consequences of that election.

### 3.3 Default Contribution arrangements

Unless an Invitation to which this **clause 3** applies provides otherwise:

- (a) any Contributions (other than in the form of future gross (before-tax) salary or wages) will pending their application be held by or on behalf of the Company or a Group Company on trust for Participants in an account with a financial institution that is used solely in connection with employee incentive schemes of the Group Companies (including the Plan);
- (b) a Participant cannot elect to discontinue making Contributions in regards to Shares which have already been Allocated to the Participant;
- (c) subject to **clause 3.3(b)**, a notice given by the Participant to the Company in accordance with these Rules to discontinue making Contributions will take effect 45 days after the giving of the notice;

- (d) if a Participant has elected to discontinue making Contributions in accordance with the procedure specified in the Invitation, any Contributions (other than in the form of future gross (before-tax) salary or wages) that have not been applied for the Allocation of Shares to the Participant under the Plan will be repaid to the Participant as soon as practicable after that discontinuation less any applicable Tax on those Contributions; and
- (e) the Company will not pay interest on Contributions made by a Participant pending the application of those Contributions for the Allocation of Shares to the Participant.

4 Trust arrangements

**4.1 Board may require a Trust**

The Board may in its discretion determine that a Restricted Share or Unrestricted Share will be held by a Trustee on behalf of a Participant on the terms and conditions of the Trust Deed and any additional terms as the Board determines.

**4.2 Invitations involving a Trust**

If the Board make a determination under **clause 4.1**, the Invitation for those Restricted Shares or Unrestricted Shares must set out:

- (a) the name of the Trust and Trustee;
- (b) the rights of the Participant to receive income deriving from the Trust Shares, including dividends and distributions;
- (c) the rights of the Participant to exercise, or to direct the Trustee to exercise on their behalf, any voting rights attaching to Trust Shares; and
- (d) the circumstances in which the Participant, or the Company on behalf of the Participant, may direct the Trustee to:
  - (i) transfer the Trust Share into the Participant's name; or
  - (ii) sell the Trust Share and pay the proceeds of sale less any transaction costs of the sale to the Participant.

**4.3 Default Trust arrangements**

Unless the terms of the Trust Deed or an Invitation in respect of Trust Shares provides otherwise:

- (a) the Trustee will not levy any fees or charges for administering the Trust that are payable directly by the Participant or out of the assets of the Trust, other than reasonable disbursements including brokerage and Tax levied or incurred in connection with the Trust;
- (b) the Participant is entitled to receive all dividends and other distributions or benefits payable to the Participant or the Trustee in respect of Trust Shares;

- (c) the Participant is entitled to direct the Trustee in writing how to exercise the voting rights attaching to Trust Shares;
- (d) where the Trustee is a Group Company, the Trustee will not, at its own discretion, exercise the voting rights attaching to Trust Shares;
- (e) any bonus shares that are issued in respect of Trust Shares will be issued to the Trustee on the Participant's behalf and will be held subject to the same Dealing Restrictions as the Trust Shares in respect of which they were issued;
- (f) if rights arise on a rights issue or entitlement offer in respect of Trust Shares:
  - (i) the Participant may instruct the Trustee how to deal with those rights in accordance with the Trust Deed; and
  - (ii) if the Participant does not instruct the Trustee how to deal with those rights, the rights will be dealt with in accordance with the Trust Deed; and
- (g) where a Trust Share ceases to be a Restricted Share, the Trustee will continue to hold the Trust Share on trust on behalf of the Participant until the Participant, or the Company on behalf of the Participant, directs the Trustee to:
  - (i) transfer the Trust Share into the Participant's name; or
  - (ii) sell the Trust Share in accordance with the Trust Deed and pay the proceeds of sale less any transaction costs of the sale to the Participant.

## 5 Dividend Equivalent Rights

### 5.1 Board may grant

The Board may determine at the time an Invitation of Options, Performance Rights or Incentive Rights is made that the Participant will also be granted a Dividend Equivalent Right in respect of:

- (a) Options which are exercised; or
- (b) Performance Rights which Vest; or
- (c) Incentive Rights which Vest.

### 5.2 Invitation

If the Board makes a determination under **clause 5.1**, the Invitation for the grant of Dividend Equivalent Rights must specify:

- (a) how the amount of the Dividend Equivalent Right will be calculated; and
- (b) when the amount of the Dividend Equivalent Right will be paid.

### 5.3 **Default rights**

Unless an Invitation of Dividend Equivalent Rights provides otherwise:

- (a) the amount of the Dividend Equivalent Rights which apply to an Option or a Performance Right will be approximately equal to the amount of dividends that would have been payable to a Participant had he or she been the registered holder of the Shares which are Allocated on exercise of that Option or Vesting of that Performance Right from the first day of the Financial Year in which that Option or Performance Right is granted (excluding any dividends actually paid in respect of those Shares after their Allocation to the Participant);
- (b) the amount of the Dividend Equivalent Rights will not be grossed up or otherwise adjusted to account for any Tax consequences which would have applied if the Participant had actually been paid a dividend; and
- (c) the Company must satisfy the entitlement of a Participant to receive a payment of a Dividend Equivalent Right which applies to an Option or a Performance Right as soon as reasonably practicable following the Allocation of Shares on exercise of that Option or Vesting of that Performance Right.

## 6 Applications

### 6.1 **How an Application is made**

An Application by the Eligible Participant must be made in accordance with the instructions that accompany the Invitation to which the Application relates, or in any other way the Board determines.

### 6.2 **Board discretions regarding Applications**

- (a) The Board may, at its discretion, refuse to allow the participation of a person in the Plan where that person ceases to be an Eligible Participant, or ceases to satisfy any other condition imposed by the Board, before the grant of the Award is made.
- (b) Nothing limits the Board's ability to treat the conduct of an Eligible Participant in respect of an Invitation as valid application to participate in the Plan under these Rules.

### 6.3 **Consequences of an Application**

By applying to participate in the Plan in respect of an Invitation, the Eligible Participant is deemed to have agreed to be bound by these Rules, the terms of the Invitation and the Constitution.

**7.1 When grant occurs**

If:

- (a) an Application by an Eligible Participant is accepted by the Board; or
- (b) an Invitation in the form referred to in **clause 2.1(c)** is made and that offer is accepted in accordance with the terms of the Invitation, the Board will (subject to its discretion under **clause 6.2**) at a time determined by the Board, and provided the relevant Eligible Participant continues to be an Employee (unless the Board determines otherwise);
- (c) in the case of an Award other than Restricted Shares and Unrestricted Shares, grant the Award to the Eligible Participant; or
- (d) in the case of Restricted Shares and Unrestricted Shares, Allocate Shares to the Eligible Participant.

**7.2 Grant in favour of the Eligible Participant**

Unless the Board determines otherwise and subject to **clause 4**, an Award may not be registered in any name other than that of the Eligible Participant.

**8.1 Vesting of an Option or a Performance Right**

- (a) Subject to any express clause of these Rules, an Option or a Performance Right will only Vest (and in the case of an Option become exercisable) where each Vesting Condition and any additional terms specified in the Invitation for that Option or Performance Right have been satisfied or otherwise waived by the Board.
- (b) Vesting occurs upon notification from the Company to the Participant that an Option or Performance Right has Vested pursuant to this **clause 8.1**.

**8.2 Exercise of an Option**

- (a) An Option may only be exercised if it has Vested.
- (b) The exercise of an Option may only be effected in a form and manner specified in the Invitation or as otherwise determined by the Board.
- (c) Subject to **clause 10.2(b)(ii)**, on the exercise of an Option the Participant must pay the Exercise Price for that Option.

**8.3 Vesting of Restricted Shares**

Subject to any express clause of these Rules, a Share ceases to be a Restricted Share where:

- (a) each Vesting Condition and any additional terms specified in the Invitation for that Restricted Share have been satisfied or otherwise waived by the Board; and
- (b) the Company notifies the Participant that the Share is no longer a Restricted Share.

#### **8.4 Vesting of an Incentive Right**

- (a) Subject to any express clause of these Rules, an Incentive Right will only Vest where each Vesting Condition and any additional terms specified in the Invitation for that Incentive Right have been satisfied or otherwise waived by the Board.
- (b) Vesting occurs upon notification from the Company to the Participant that an Incentive Right has Vested pursuant to this **clause 8.4**.

#### 9 Lapsing and forfeiture

##### **9.1 Lapsing of an Option**

An Option will lapse upon the earliest to occur of:

- (a) the date specified after Vesting in the Invitation for that Option or if no date specified 3 years after vesting;
- (b) a date or circumstance specified in the Invitation for that Option or a provision of these Rules as when an Option lapses;
- (c) failure to meet a Vesting Condition within the Vesting Period or meet any other condition applicable to the Option within the period specified in the Invitation for that Option; or
- (d) the receipt by the Company of a notice in writing from a Participant that the Participant has elected to surrender the Option.

##### **9.2 Lapsing of a Performance Right**

A Performance Right will lapse upon the earliest to occur of:

- (a) a date or circumstance specified in the Invitation for that Performance Right or a provision of these Rules as when a Performance Right lapses;
- (b) failure to meet a Vesting Condition within the Vesting Period or meet any other condition applicable to the Performance Right within the period specified in the Invitation for that Performance Right; or
- (c) the receipt by the Company of a notice in writing from a Participant that the Participant has elected to surrender the Performance Right.

##### **9.3 Forfeiture of a Restricted Share**

A Restricted Share will be forfeited upon the earliest to occur of:

- (a) a date or circumstance specified in the Invitation for that Restricted Share or a provision of these Rules as when a Restricted Share is forfeited;
- (b) failure to meet a Vesting Condition within the Vesting Period or any other condition applicable to the Restricted Share within the period specified in the Invitation for that Restricted Share; or
- (c) the receipt by the Company of a notice in writing from a Participant that the Participant has elected to surrender the Restricted Share.

#### 9.4 Lapsing of an Incentive Right

An Incentive Right will lapse upon the earliest to occur of:

- (a) a date or circumstance specified in the Invitation for that Incentive Right or a provision of these Rules as when an Incentive Right lapses;
- (b) failure to meet a Vesting Condition within the Vesting Period or meet any other condition applicable to the Incentive Right within the period specified in the Invitation for that Incentive Right; or
- (c) the receipt by the Company of a notice in writing from a Participant that the Participant has elected to surrender the Incentive Right.

#### 9.5 Forfeited Shares

- (a) Where a Forfeited Share is held by the Participant, the Participant is taken to have agreed to dispose of all of his or her interest in that Share for no consideration and the Share will be transferred into the name of the Company's nominee.
- (b) Where a Forfeited Share is held by the Trustee, the Participant's rights in the Share will be extinguished for no consideration and the Share will be held by the Trustee as general trust property in accordance with the terms of the Trust.
- (c) Where a Forfeited Share was Allocated to a Participant on the exercise of an Option, the Company may, but is not obliged to, repay to the Participant any Exercise Price paid by that Participant in relation to that Forfeited Share.

### 10 Satisfaction of Options and Rights

#### 10.1 Allocation of Shares

- (a) Subject to **clause 10.2** and **10.3**, on the exercise of an Option or Vesting of a Performance Right, the Company must Allocate a Share to the Participant.
- (b) If the aggregate number of Shares, but for this **clause 10.1(b)**, would have been allocated in accordance with **clause 10.1(a)** in respect of the exercised Option or Vested Performance Right of a Participant at a particular time includes a fraction of a Share, the aggregate number of Shares that the Participant is entitled to be allocated in respect of those Options or Performance Rights at that time (subject to the Plan) will be rounded down to the nearest whole number, and the number of Shares to which the Participant is entitled to be allocated in respect of those exercised Options or Vested Performance Rights will be deemed to be decreased on a pro rata basis accordingly.

## **10.2 Cash equivalent payments**

- (a) Unless the terms of an Invitation provide otherwise, the Board may determine that the exercise of an Option or the Vesting of a Performance Right will be satisfied by the Company making a cash payment to the Participant in lieu of an Allocation of Shares. The Board may determine that some or all of a Participant's Options or Rights will be settled in this manner.
- (b) Where the Board makes a determination under **10.2(a)**, the Company must notify the Participant of the following information:
  - (i) the number of Options or Performance Rights the subject of that determination; and
  - (ii) that no Exercise Price is payable in respect of an Option the subject of that determination or that the Company will refund any Exercise Price paid by the Participant in respect of an Option the subject of that determination.
- (c) Where the Board makes a determination under **clause 10.2(a)**, the Company must, as soon as reasonably practicable following the exercise of an Option or the Vesting of a Performance Right, pay to the Participant an amount equivalent to the value of the exercised Options or the Vested Performance Rights the subject of that determination calculated in accordance with **clause 10.2(d)**.
- (d) The amount of the cash payment referred in **clause 10.2(c)** will be calculated by multiplying the number of Options that have been exercised or the number of Performance Rights that have Vested (as applicable) by the Market Value on the date on which the Share in respect of that Option or Performance Right would otherwise have been Allocated to a Participant, less in the case of Options, any Exercise Price of those Options specified in the Invitation which has not been paid by the Participant to the Company

## **10.3 Deferring Allocation of Shares**

To the extent required by law, the Company shall defer the allocation of a proportion of Shares or, where applicable, cash in lieu, for whatever period of time is so required.

## **11 Satisfaction of Incentive Rights**

Subject to **clause 11.1**, the Company must pay the amount of a Vested Incentive Right on the payment date specified in the Invitation for that Incentive Right.

### **11.1 Deferring Payment**

To the extent required by law, the Company shall defer the payment of a proportion of the amount of a Vested Incentive Right for whatever period of time is so required.

- 12 Satisfaction of Dividend Equivalent Rights  
The Company must pay the amount of a Dividend Equivalent Right on the payment date specified in the Invitation for that Dividend Equivalent Right.
- 13 Dealing Restrictions
- 13.1 Limited Dealing in Awards**  
A Participant must not Deal with an Award unless that Dealing:
- (a) is required by law and the Participant has provided satisfactory evidence of that requirement to the Board; and
  - (b) is permitted (or is not prohibited) by the Company's Securities Trading Policy.
- 13.2 Consequence of prohibited Dealing**
- (a) Where, in the opinion of the Board, a Participant Deals with an Award (other than a Restricted Share or Unrestricted Share) in breach of **clause 13.1**, the Award will immediately lapse.
  - (b) Where, in the opinion of the Board, a Participant Deals with his or her interest in a Restricted Share in breach of **clause 13.1**, the Restricted Share is deemed to immediately be forfeited.
- 13.3 Allocated Shares**  
The Board may, at its discretion, impose a restriction on Dealing with Shares Allocated on exercise of an Option or Vesting of a Performance Right.
- 13.4 Enforcement of Dealing Restrictions**
- (a) The Company may implement any procedure it considers appropriate to enforce a Dealing Restriction, including the imposition of a holding lock or requiring that Shares be held in trust on behalf of a Participant.
  - (b) By making an Application or accepting an Invitation, each Participant undertakes not to take any action or permit another person to take any action to remove any procedure imposed by the Company under **clause 13.4(a)**.
- 14 Cessation of Employment
- 14.1 Treatment of an Award**
- (a) The Board may:
    - (i) specify in the terms of an Invitation; or
    - (ii) make a determination as to,  
how a Participant's Awards will be treated on the occurrence of Cessation of Employment of the Participant.

- (b) The Board may determine that a Participant is a Good Leaver or a Bad Leaver.
- (c) The terms of an Invitation may specify that:
  - (i) the applicable treatment under **clause 14.2** is subject to the Board's power to make a determination under **clause 14.1(a)(ii)**;
  - (ii) the Good Leaver and Bad Leaver definitions and related provisions in these Rules apply to the Awards the subject of the Invitation, or substitute alternative definitions of Good Leaver and/or Bad Leaver and related provisions (which shall apply in respect of those Awards in lieu of the existing definitions and provision in these Rules); or
  - (iii) subject to applicable laws, the circumstances in which a Cessation of Employment of a Participant will be treated as not having occurred for the purposes of the Plan.

**14.2 Applicable treatment (including Good Leaver and Bad Leaver)**

- (a) The applicable treatment under **clause 14.1(a)** may be that some or all of the Participant's Awards:
  - (i) Vest on the Cessation Date, or on the occurrence of a specified date or circumstance, or on the satisfaction of a specified condition;
  - (ii) are not subject to a term of the grant of the applicable Award, including a Vesting Condition or a Disposal Restriction;
  - (iii) in the case of an Option, is only exercisable within a specified period or on the satisfaction of a specified condition; or
  - (iv) lapse or are forfeited.
- (b) Where the Awards are subject to Good Leaver and Bad Leaver provisions, the applicable treatment under **clause 14.1(a)** will be that specified in the Invitation or as determined by the Board, or where not specified or determined by the Board, all of the Participant's Awards:
  - (i) in the case of a Good Leaver, Vest on the Cessation Date and are not subject to a Vesting Condition;
  - (ii) in the case of a Bad Leaver, lapse or are forfeited; and
  - (iii) in either case, remain subject to a Disposal Restriction,but in no case will limit the Board's discretion to make a determination under **clause 18.1(e)**.
- (c) In making a determination under **clause 14.1(a)**, the Board may have regard to any matter the Board considers relevant, including:
  - (i) the circumstances in which the Cessation of Employment of the Participant occurred;

- (ii) the extent that the Vesting Conditions of the Award are determined or estimated by the Board to have been satisfied when tested at the Cessation Date; and
  - (iii) the proportion of the Vesting Period of the Award that has elapsed at the time of the Cessation Date.
- (d) Notwithstanding any rule, no Group Company is required to pay, provide, or procure the payment or provision of, any money or other benefit to the Participant which would require shareholder approval under the Corporations Act, if such relevant approval has not been obtained. Nothing in the Plan requires or will be deemed to require any Group Company to seek the approval of their respective shareholders to enable them to perform an action in connection with an Award.

#### 14.3 Default treatment

- (a) Unless an Invitation provides otherwise and subject to **clause 14.3(b)**, any Unvested Award of a Participant does not Vest or lapse as a result of a Cessation of Employment of the Participant, and these Rules and the relevant terms of the Award continue to apply, except that any continuous service requirement of a Vesting Condition will be deemed to have been waived.
- (b) Unless an Invitation provides otherwise, the Board may make a determination under **clause 14.1(a)(ii)** in respect of an Award of a Participant with 1 month of the Cessation Date.

#### 15 Change of Employment

##### 15.1 Transfers outside Australia

The Board may:

- (a) specify in the terms of an Invitation; or
- (b) make a determination as to,

how a Participant's Awards will be treated where a Participant is transferred to work for a Group Company outside Australia and, as a result of that transfer:

- (c) the Participant would suffer a tax disadvantage in relation to their Awards which is demonstrated to the satisfaction of the Board;
- (d) the Company would be restricted in its ability to Vest Awards or to Allocate Shares upon the exercise of Options or the Vesting of Performance Shares;
- (e) the Company would be restricted in its ability to pay the amount payable on Vesting of an Incentive Right; or
- (f) the Participant would become subject to restrictions on their ability to Deal with the Awards, or to hold or Deal in the Shares or the proceeds of the Shares acquired on Vesting or exercise, because of the laws of the country to which the Participant is transferred.

## 15.2 Treatment of Awards

The applicable treatment under **clause 15.1** may be that some or all of the Participant's Awards:

- (a) Vest on the occurrence of a specified date or circumstance, or on the satisfaction of a specified condition;
- (b) in the case of an Option, is exercisable within a specified period or on the satisfaction of a specified condition;
- (c) an Option or Performance Right will be satisfied by the Company making a cash payment to the Participant in lieu of an Allocation of Shares; or
- (d) any another manner determined by the Board or specified in an Invitation.

## 16 Control of the Company

### 16.1 Board determination

- (a) Subject to **clause 16.1(b)**, where a Change of Control Event occurs, the Board may, in its discretion, determine that:
  - (i) all or a specified number of a Participant's Unvested Awards are deemed to have Vested;
  - (ii) all or a specified number of a Participant's Options may be exercised for a period specified by the Board, and if not exercised within that period, will lapse;
  - (iii) the Disposal Restrictions or any other terms which apply to the Award cease to apply;
  - (iv) the Disposal Restrictions which apply to Shares Allocated on the Vesting of a Performance Right or exercise of an Option cease to apply; and/or
  - (v) the Company on behalf of the Participant will direct the Trustee to transfer Trust Shares into the Participant's name.
- (b) The terms of an Invitation may specify a particular treatment of a Participant's Unvested Awards where a Change of Control Event occurs, and the Invitation may specify that such treatment is subject to the Board's power to make a determination under **clause 16.1(a)**.

### 16.2 Consequence of determination

- (a) Where the Board makes a determination pursuant to **clause 16.1(a)**, the Board must as soon as reasonably practicable give written notice to each Participant of the number of Awards that have Vested or may be exercised (as the case maybe).

- (b) If the Board determines under **clause 16.1(a)** that only some of a Participant's Unvested Awards will vest, all remaining Unvested Awards will lapse, unless the Board determines a different treatment.

### **16.3 Exercise or Vesting following Control**

If:

- (a) a body corporate (Acquirer) obtains Control of the Company as a result of a Change of Control Event; and
- (b) the Company, the Acquirer and the Participant agree,

a Participant may, subject to applicable laws, upon exercise of Options or Vesting of Performance Rights be provided with shares of the Acquirer or its parent in lieu of Shares:

- (c) in such manner as the parties agree; and
- (d) on substantially the same terms and subject to substantially the same conditions as the Shares but with appropriate adjustments to the number and kind of shares of the Acquirer.

## 17 Adjustments of Awards

### **17.1 Adjustments circumstances**

Prior to:

- (a) the Allocation of Shares upon the exercise of Options or the Vesting of Performance Rights or the making of a cash payment in lieu of an Allocation of Shares to a Participant in accordance with **clause 10.2**; or

- (b) the payment to a Participant of the amount payable on a Vested Incentive Right or payment of a Dividend Equivalent Right,

the Board may, in its discretion, determine in respect of Awards (other than Restricted Shares or Unrestricted Shares) or Dividend Equivalent Rights to:

- (c) make adjustments to the terms of an Award or Dividend Equivalent Right granted to that Participant; or

- (d) grant additional Awards or Dividend Equivalent Rights to that Participant,

in order to minimise or eliminate any material advantage or disadvantage to a Participant resulting from a corporate action by the Company or a capital reconstruction of the Company, including a return of capital.

### **17.2 Permitted adjustments**

The applicable adjustment under **clause 17.1** may be to one or more of the following:

- (a) the number of Awards (other than Restricted Shares or Unrestricted Shares) or Dividend Equivalent Rights to which each Participant is entitled;

- (b) the number of Shares to which each Participant is entitled upon exercise of Options or Vesting of Performance Rights;
- (c) the amount payable upon Vesting of Incentive Rights;
- (d) the amount payable upon exercise of Options (including the Exercise Price);
- (e) the amount payable upon the Vesting of Performance Rights;
- (f) the amount payable to a Participant under a Dividend Equivalent Right.

**17.3 Rights issues and entitlement offers**

Without limiting **clause 17.1**, if the Company makes a pro rata issue of Shares to existing holders of Shares generally by way of a rights issue or entitlement offer and no Share has been Allocated in respect of an Option before the record date for determining entitlements to the pro rata issue, the Option will be adjusted in accordance with the formula in the Listing Rules.

**17.4 Bonus issues**

Without limiting **clause 17.1**, if the Company makes a bonus issue of Shares to existing holders of Shares (other than an issue in lieu of dividends or by way of a dividend reinvestment) involving capitalisation of reserves of distributable profits and no Shares has been Allocated in respect of an Option or Performance Right before the record date for determining entitlements to the bonus issue, the Option or Performance Right will be adjusted in accordance with the Listing Rules.

**17.5 Reorganisations**

Without limiting **clause 17.1**, if a reorganisation (including consolidation, subdivision, reduction or return) of the issued capital of the Company is effected, Options and Performance Rights will be adjusted in accordance with the Listing Rules.

**17.6 Additional Awards or Dividend Equivalent Rights**

- (a) Where additional Awards (other than Restricted Shares or Unrestricted Shares) are granted to the Participant under this **clause 17**, such Awards will be subject to the same terms and conditions as the original Awards granted to the Participant (including any Vesting Conditions) unless the Board determines otherwise.
- (b) Where additional Dividend Equivalent Rights are granted to the Participant under this **clause 17**, such Dividend Equivalent Rights will be subject to the same terms and conditions as the original Dividend Equivalent Rights granted to the Participant unless the Board determines otherwise.

**17.7 Non-Australian residents**

When an Award is granted under the Plan to a person who is not a resident of Australia, the provisions of the Plan apply subject to such alterations or additions as the Board determines having regard to any applicable or relevant laws, matters of convenience and desirability and similar factors which may have application to the Participant or to the Company in relation to the Award.

**17.8 Notice to Participants**

The Board must as soon as reasonably practicable after making any additional grants or adjustments under this **clause 17**, give notice in writing of the adjustment to any affected Participant.

**17.9 Accumulation of adjustments**

Effect will be given to this **clause 17** in a manner that the effect of the successive application of this **clause 17** will be cumulative, with the intention being that the adjustments that it progressively effects will reflect previous adjustments.

18 Inappropriate benefits

**18.1 Inappropriate circumstances**

The Board may make a determination regarding how a Participant's Awards will be treated where, in the opinion of the Board:

- (a) an Award of a Participant Vests or may Vest as a result of the fraud, dishonesty or breach of duties or obligations of any person to any Group Company and the Award would not have otherwise Vested;
- (b) a Participant:
  - (i) has acted fraudulently or dishonestly;
  - (ii) has breached his or her duties or obligations to any Group Company;
  - (iii) has failed to perform any act reasonably and lawfully requested of the participant;
  - (iv) has done an act which 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 the Company's performance following the end of the Vesting Period; or
  - (v) has done an act which brings any Group Company into disrepute;
- (c) there has been a material misstatement or omission in the financial statements of a Group Company or an event or circumstance has occurred which will require the financial statements of a Group Company to be restated;
- (d) the Company is required by or entitled under the terms of the Invitation, law or a policy of a Group Company to clawback remuneration of a Participant; or
- (e) the Participant is a Bad Leaver, or becomes a Bad Leaver including after previously being determined to be a Good Leaver.

## 18.2 Treatment of Awards

- (a) The applicable treatment under **clause 18.1** may be that some or all of the Participant's:
- (i) Unvested Awards;
  - (ii) Shares that have not ceased to be Restricted Shares under these Rules;
  - (iii) Vested but unexercised Options;
  - (iv) Shares allocated upon the exercise of Options or Vesting of Performance Rights;
  - (v) Dividend Equivalent Rights;
  - (vi) Unrestricted Shares under these Rules,

will lapse or be deemed to be forfeited (as the case maybe) and in the case of Shares that the Participant will not exercise any voting rights or other entitlements in respect of those Shares and/or will not be entitled to retain (and must pay as directed by the Company) any dividends received in respect of such Shares.

- (b) The applicable treatment under **clause 18.1** may be that the Participant must pay or repay (as the case maybe) to the Company as a debt due to the Company any of the following:
- (i) a cash payment received in lieu of an Allocation of Shares pursuant to **clause 10.2**;
  - (ii) a cash payment made in respect of an Incentive Right;
  - (iii) a cash payment made in respect of a Dividend Equivalent Right;
  - (iv) all or part of the net proceeds of sale of Shares Allocated under the Plan which have been sold;
  - (v) dividends received in respect of a Share Allocated under the Plan.
- (c) The applicable treatment under **clause 18.1** may be any other circumstance specified in an Invitation.

## 19 Tax

### 19.1 Participant responsibility

- (a) Unless otherwise required by law, no Group Company is responsible for any Tax which may become payable by a Participant as consequence of or in connection with the Participant's participation in the Plan, including:
- (i) the grant, Vesting or exercise of an Award;
  - (ii) the Allocation of Shares; or
  - (iii) any Dealing with an Award or any Shares.
- (b) No Group Company makes any representation that the Plan will have any particular Tax or financial consequences or that an Eligible Person or Participant will gain any Tax or financial advantage by participating in the Plan.

## **19.2 Withholding circumstances**

If a Group Company is obliged, or reasonably believes it may have an obligation, as a result of or in connection with:

- (a) the grant of an Award to a Participant, or the Vesting or exercise of any Award;
- (b) the payment of any cash amount to a Participant, including upon the Vesting or exercise of any Award; or
- (c) the Allocation of Shares to, or on behalf of, a Participant under the Plan,

to account for a Tax Liability, then the Participant must reimburse the Group Company for the amount or amounts so paid or payable.

## **19.3 Reimbursement arrangements**

If a Participant is obliged to reimburse a Group Company for a Tax Liability in accordance with **clause 19.2**, the Group Company is not obliged to grant the Awards, pay the relevant amount or Allocate the relevant Shares to the Participant unless the Group Company is satisfied that arrangements have been made for reimbursement of the Group Company.

20 Shares issued under the Plan

## **20.1 Share ranking**

Any Shares issued under the Plan will rank equally in all respects with other Shares for the time being on issue by the Company except as regards any rights attaching to such Shares by reference to a record date prior to the date of their issue.

## **20.2 Listing of Shares on the Exchange**

If Shares of the same class as those issued on the Vesting or exercise of an Award are quoted on the Exchange, the Company will apply for quotation of Shares issued under the Plan within the period required by the Listing Rules.

21 Irrevocable power of attorney

The Company may require an Eligible Participant or Participant to grant an irrevocable power of attorney (in the form of Schedule 1 or such other form as agreed by the Company) to the Company or nominee of the Company (such nominee being an officer or senior manager of the Company) as a condition to a grant of an Award or at any time while an Award is outstanding.

**22.1 Board may make amendments**

- (a) Subject to **clause 22.2**, the Listing Rules, the Corporations Act and any other applicable law, the Board may at any time by resolution:
  - (i) amend all or any of the provisions of the Plan; or
  - (ii) amend the terms or conditions of any Award granted under the Plan.
- (b) Notwithstanding **clause 22.2**, the Board may waive, amend or replace any Vesting Condition of an Award if the Board determines that the original Vesting Condition is no longer appropriate or applicable, provided that the interests of the relevant Participant are not, in the opinion of the Board, materially prejudiced or advantaged relative to the position reasonably anticipated at the time of the grant of the Award.
- (c) Any exercise by the Board of a discretion contemplated by these Rules or the terms of an Invitation will not constitute an amendment pursuant to this **clause 22**.

**22.2 Restrictions on amendments**

Subject to **clause 22.3**, the Board may not exercise its powers under **clause 22.1(a)** in a manner which adversely affects the existing rights of the Participant in respect of any granted Award or Share already Allocated except with the consent of the Participant or with approval of more than 50% of the Participants holding Awards affected by an amendment.

**22.3 Permitted amendments**

**Clause 22.2** does not apply to an amendment which the Board considers necessary or desirable to:

- (a) comply with or to take account of a change in legislation, the Listing Rules, exchange control, or other regulatory requirement governing or regulating the maintenance or operation of the Plan or similar plans, in any jurisdiction in which invitations under the Plan have been made;
- (b) correct any manifest error or mistake; or
- (c) take into consideration possible adverse tax implications in respect of the Plan arising from adverse rulings, changes to tax legislation or changes in the interpretation of tax legislation by a court of competent jurisdiction.

**22.4 Termination or Suspension of the Plan**

- (a) Subject to the Corporations Act, the Listing Rules and any other applicable law, the Board may, at any time, terminate or suspend the Plan.
- (b) The termination or suspension of the Plan will not affect any existing Awards granted under the Plan and the terms of the Plan will continue to apply to such Awards provided that, in the case of termination, all Shares Allocated under the Plan then subject to a Dealing Restriction will be released from the restriction on the date of termination or on such other date specified by the Board.

**23.1 Separate rights and obligations**

- (a) Unless the subject of an express provision in an employment contract, the rights and obligations of any Eligible Participant under the terms of their office, employment or contract with a Group Company are not affected by their participation in the Plan.
- (b) In the event of any inconsistency between these Rules or the terms of an Invitation on the one hand, and any contract of employment between the Eligible Participant and any Group Company on the other, the terms of the contract of employment will prevail.
- (c) These Rules do not form part of, and are not incorporated into, any contract of any Participant (whether or not they are an employee of a Group Company).
- (d) Participation in the Plan does not confer on a Participant the right to remain an Employee and does not affect any rights which a Group Company may have to terminate the employment of a Participant.
- (e) Noting in these Rules may be used to increase damages in any action brought against any Group Company in respect of any such termination.
- (f) Nothing in these Rules confers on any Employee the right to become or remain a Participant or to participate in the Plan.
- (g) Participation in the Plan on a particular basis for the grant of an Award does not create any right or expectation of the grant of further Awards on the same basis, or at all.

**23.2 No compensation**

No Participant has any right to compensation for any loss in relation to the Plan, including:

- (a) any loss or reduction of any rights or expectations under the Plan in any circumstances or for any reason (including lawful or unlawful termination of employment or the employment relationship);
- (b) any exercise of a discretion or a decision taken in relation to a grant of Awards or in relation to the Plan, or any failure to exercise a discretion under these Rules;
- (c) the operation, suspension, termination or amendments of the Plan; or
- (d) lapse or forfeiture of an Award.

**24.1 Power of the Board**

- (a) The Plan will be administered by the Board.
- (b) The Board has power to:
  - (i) determine appropriate procedures for administration of the Plan consistent with these Rules;
  - (ii) appoint or engage service providers for the operation and administration of the Plan; and
  - (iii) delegate to any one or more persons for any period and on any conditions as it may determine the exercise of any of its powers or discretions arising under the Plan.
- (c) Except as otherwise expressly provided in the Plan, the Board has absolute and unfettered discretion to act or refrain from acting under or in connection with the Plan and in the exercise of any power or discretion under the Plan.

**24.2 Waivers**

Notwithstanding any other provisions of the Plan, the Board may at any time waive in whole or in part any terms or conditions (including any Vesting Condition) in relation to any Awards granted to any Participant.

**24.3 Interpretation of the Plan**

In the event of any dispute, disagreement or uncertainty as to the interpretation of the Rules, or as to any question or right arising from or related to the Plan or to any Awards granted or Shares Allocated under it, the decision of the Board is final and binding.

**24.4 Appointment of attorney**

Each Participant irrevocably appoints the company secretary of the Company (or any other officer of the Company authorised by the Board for this purpose) as his or her attorney to do anything necessary to:

- (a) Allocate Shares to the Participant in accordance with these Rules;
- (b) effect a forfeiture of Shares in accordance with these Rules or an Invitation; and
- (c) execute transfers of Shares in accordance with these Rules.

**24.5 Participant data**

By participating in the Plan, each Participant consents to the holding, processing, use and disclosure of personal data provided by the Participant to the Company for all purposes relating to the operation of the Plan. These include, but are not limited to:

- (a) administering and maintaining Participants' records;

- (b) providing information to any Group Company, trustees of any trust (including the Trustee), registrars, brokers, banks, professional advisors, mail houses or third party administrators of the Plan or to any regulatory authority where required by law;
- (c) providing information to future purchasers or prospective purchasers of any Group Company or the business or assets of any Group Company; and
- (d) transferring information about the Participant to a country or territory outside Australia.

**24.6 Overseas participants**

- (a) The Board determine that additional rules apply to an Award that is granted to persons who are not residents of Australia by attaching a schedule to these Rules.
- (b) A determination under **clause 24.6(a)** may specify how the rules the subject of that determination interact with these Rules.
- (c) Unless the determination under **clause 24.6(a)** provides otherwise, the rules the subject of the determination prevail over any other provision of these Rules to the extent of any inconsistency.

**24.7 Payments**

- (a) The Company may make a payment of an amount payable pursuant to these Rules in Australian dollars or any other currency determined by the Board in its discretion. The Company may make payments in different currencies to different Participants. The Board may determine the appropriate exchange rate and time of calculation of the amount of a payment made in a currency other than Australian dollars.
- (b) Where the Board determines that the payment under these Rules is to be made in a currency other than Australian dollars, unless the Board determines otherwise, the foreign exchange rate applied will be the average closing exchange rate listed on the Reserve Bank of Australia website of the relevant currency for the 5 days prior to the date of payment.

**24.8 Connection with other plans**

Participation in the Plan does not affect, and is not affected by, participation in any other incentive or other plan operated by the Group Companies unless the terms of that other plan provides otherwise or unless otherwise stated in the Invitation.

**24.9 Amounts owing by a Participant**

Where a Participant owes any amount or amounts to a Group Company, including any overpayment of leave or wages or salary, or any loss suffered by a Group Company as a result of any breach of contract, statutory duty or tort committed by the Participant, the Board may, in respect of any Awards granted to the Participant:

- (a) prevent the exercise of some or all of the Awards;

- (b) determine that some or all of the Awards lapse; or
  - (c) reduce the number of Awards which Vest,
- to take into account of and in settlement of any such amounts.

25 Notices

**25.1 Notices by the Company**

Any notice, consent or other communication under or in connection with the Plan may be given by the Company to an Eligible Participant or Participant if:

- (a) delivered personally to the addressee or sent by prepaid post to his or her last known residential address or to the address of the place of business at which the Participant performs all or most of their duties (**Place of Business**);
- (b) sent to him or her by facsimile or email to his or her last notified fax number or email address or to fax number or email address at the Place of Business; or
- (c) posted on any intranet or website maintained by the Company or an administrator of the Plan and accessible by that Eligible Participant or Participant.

**25.2 Notices to a Group Company**

Any notice, consent or other communication under or in connection with the Plan may be given by an Eligible Participant or Participant to a Group Company if delivered or by sending it by post or facsimile to its registered office (or any other address notified by that company from time to time for that purpose (**Notified Address**)) or the fax number (if any) of that registered office (or Notified Address).

**25.3 Time of service**

- (a) Where a notice or other communication is given by post, it is deemed to have been received:
  - (i) if sent to an address within Australian, 48 hours after it is posted; or
  - (ii) if sent to an address outside Australia, 5 days after it was posted.
- (b) Where a notice or other communication is given by facsimile or email, it is deemed to have been received on completion of transmission.

26 Governing Law

The Rules and the rights of Eligible Participants and Participants under the Plan are governed by and must be construed according to the law applying in Queensland, Australia.

**27.1 Interpretation**

Headings are for convenience only and do not affect the interpretation of these Rules. The following rules of interpretation apply to these Rules unless the context requires otherwise:

- (a) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (b) if a word or phrase is given a defined meaning in this Plan, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (c) the word including or any other form of that word is not a word of limitation;
- (d) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (e) a reference to a clause or schedule is to a clause of or a schedule to these Rules and a reference to these Rules includes any schedule to these Rules;
- (f) a reference to a Share includes a Restricted Share; and
- (g) an issue is not precluded from being a pro rata issue because certain holders of Shares are excluded from the issue or are allowed to subscribe for a greater number of securities than the entitlement of those holders, pursuant to the Corporations Act or Listing Rules.

**27.2 Application of Corporations Act and Listing Rules**

- (a) Notwithstanding any other provision of these Rules, no Award may be offered under the Plan if to do so would contravene the Corporations Act, the Listing Rules or instruments of relief issued by ASIC from time to time relating to employee incentive schemes which the Company is relying on.
- (b) Notwithstanding any other provision of these Rules, Awards and Shares must not be issued, acquired, transferred or otherwise dealt with under the Plan if to do so would contravene the Corporations Act, the Listing Rules or the Company's internal regulations for dealing with securities (including the Company's Securities Trading Policy).

## Schedule 1

### Irrevocable power of attorney

Date of Deed Poll            **[Insert date]**

#### Parties

Name                            **[Insert name of Participant]**

Description                    **Participant**

Notice details                 **[Insert address of Participant]**

The Participant declares that:

- (a) the Participant appoints [Company to insert full name recipient] (Attorney) as the attorney of the Participant;
- (b) subject to **clause (c)** of this deed poll, the Attorney may do anything which the Participant has legal power to do whether in the Participant's name or in its own name as the act of the Participant including executing and delivering any document;
- (c) this power of attorney is limited to any actions, and the execution and delivery of any documents, reasonably required to fulfil the Participant's obligations as a participant in the Tritium DCFC Limited Employee Long Term Incentive Plan, including without limitation:
  - (i) to prevent the transfer, disposal, or granting of a security interest over Awards by the Participant in accordance with the Employee Long Term Incentive Plan Rules and Invitation (**Rules**);
  - (ii) to transfer, dispose of, or otherwise deal with, the Participant's rights to, and interests in, any and all Awards (including Shares) in accordance with the Rules;
  - (iii) to take any actions that the Participant is required to give or take under, or that are necessary or desirable to give effect to Good Leaver or Bad Leaver provisions of the Rules;
  - (iv) to do whatever is required to discharge any security interest or encumbrance over any Awards or deal with (including put in place or enforce) any Disposal Restrictions; and
  - (v) to execute any documents and to do all things necessary or desirable (in the reasonable opinion of the Board) to do or give effect to, or in connection with, any of the things referred to in **clauses (i) to (v)** above inclusive;

- (d) the Participant must ratify anything done by an Attorney under this deed poll;
- (e) the Attorney may do anything or take any of the actions as set out in this deed poll even if the Attorney in any way has an interest in the thing or is connected with a person who in any way has an interest in the thing;
- (f) the Participant will indemnify the Attorney against any loss, cost, charge, liability or expense the Attorney may sustain or incur as a direct or indirect consequence of the exercise of any power under this deed poll;
- (g) the power of attorney conferred under this deed poll is an irrevocable power of attorney given for valuable consideration;
- (h) this deed will remain in full force and effect until the Participant no longer holds Awards (or Shares pursuant to those Awards); and
- (i) the Attorney's exercise of any power under this deed poll does not involve on the part of the Attorney or any entity of which the Attorney is an employee:
  - (i) any personal liability in connection with that exercise or its consequences; or
  - (ii) an express or implied warranty as to the validity of this deed poll or the Attorney's authority to exercise the power;

All capitalised terms in this deed poll have the same meaning as set out in the Rules.

This deed poll is governed by the laws of Queensland.

**EXECUTED** as a deed poll

**SIGNED SEALED** and **DELIVERED** by  
**[INSERT PARTICIPANT NAME]** in the  
presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
[insert Participant name]

\_\_\_\_\_  
Full Name of Witness

This Schedule modifies the Tritium DCFC Limited Long Term Incentive Plan Rules (the “Plan”) as they apply to Participants who are citizens or residents of the United States of America or who are otherwise subject to the U.S. Internal Revenue Code of 1986, as amended (the “Code”), with respect to their Awards (“U.S. Participants”). Capitalized terms used in this Schedule and not otherwise defined shall have the meanings provided in the Plan. Notwithstanding any provision of the Plan to the contrary:

1 **Certain Definitions.** For purposes of this Schedule:

- (a) **“Change of Control Event”** means a Change of Control Event (as defined in the Plan); *provided*, that with respect to any Award granted to a U.S. Participant that provides for the deferral of compensation subject to Code Section 409A of the Code, if a Change of Control Event constitutes a payment event for such Award (or portion thereof), to the extent required to avoid the imposition of additional taxes under Code Section 409A, a transaction or event shall only constitute a “Change of Control Event” for purposes of the payment timing of such Award if such transaction or event also constitutes a “change in control event” (within the meaning of U.S. Treasury Regulation Section 1.409A-3(i)(5)).
- (b) **“Incentive Stock Option”** means an Option intended to qualify as an “incentive stock option” as defined in Section 422 of the Code.
- (c) **“Non-Qualified Stock Option”** means an Option, or portion thereof, not intended or not qualifying as an Incentive Stock Option.
- (d) **“Option”** means, with respect to U.S. Participants, an option to purchase Shares, which will either be an Incentive Stock Option or a Non-Qualified Stock Option.

2 **Section 409A.** Awards granted to U.S. Participants are intended to be exempt from, or comply with, the requirements set forth in Section 409A of the Code, and shall have terms and be interpreted, administered and construed consistent with such intent including, without limitation, the following:

- (a) Each Option granted to a U.S. Participant shall have an Exercise Price per Share that shall not be less than the fair market value per Share subject to the Option on the date of grant (in each case, as determined in a manner consistent with Section 409A of the Code).
- (b) No dividends or dividend equivalents (including Dividend Equivalent Rights) may be paid or payable with respect to Options granted to a U.S. Participant.

- 3 Notwithstanding anything in the Plan to the contrary, to the extent that the payment or settlement of any Award is deferred in accordance with the Plan (including, without limitation, in accordance with **clause 11.3** or **12.1** of the Plan), such payment or settlement shall be so deferred in a manner intended to comply with Section 409A of the Code. In that regard, to the extent any Award under the Plan or any other compensatory plan or arrangement of the Group Company is subject to Section 409A, and such Award or other amount is payable on account of a holder's Termination of Service (or any similarly defined term), then (a) such Award or amount shall only be paid to the extent such Termination of Service qualifies as a "separation from service" as defined in Section 409A, and (b) if such Award or amount is payable to a "specified employee" as defined in Section 409A then to the extent required in order to avoid a prohibited distribution under Section 409A, such Award or other compensatory payment shall not be payable prior to the earlier of (i) the expiration of the six-month period measured from the date of the holder's Termination of Service, or (ii) the date of the holder's death. Furthermore, notwithstanding any contrary provision of the Plan or any Invitation, any payment of "nonqualified deferred compensation" under the Plan that may be made in instalments shall be treated as a right to receive a series of separate and distinct payments. Without limiting the foregoing, if any provision of the Plan or an Award to a U.S. Participant is or becomes or is deemed to be inconsistent with Section 409A of the Code or an exemption therefrom, such provision shall not apply to the U.S. Participant.
- 4 None of the Group Companies, nor any of their respective officers, directors, agents or employees, shall be obligated, directly or indirectly, to any U.S. Participant or any other person for any taxes, penalties, interest or like amounts that may be imposed on the U.S. Participant or other person on account of any failure of the Plan or any Award to comply with or be exempt from the requirements of Section 409A of the Code or any other section of the Code.
- 5 **Incentive Stock Options.** Incentive Stock Options within the meaning of Section 422 of the Code may be granted under the Plan only if the Company's shareholders approve the Plan and this Schedule in the manner and to the degree required under applicable law within 12 months after the Board approves the Plan and this Schedule. The maximum number of Shares that may be issued upon the exercise of incentive stock options under the Plan, subject to approval by the Company's shareholders of such limit, shall be 15% of the Shares on issue at the date of adoption of the Plan (subject to adjustment for capital changes in the Company to the extent approved by the Board and permitted by Section 422 or Section 424 of the Code). If the Company's shareholders approve such limit, then any Option granted to a U.S. Participant that is intended to qualify as an incentive stock option under Section 422 of the Code shall also be required to meet the requirements of Section 422 and Section 424 of the Code and the regulations promulgated thereunder (to the extent applicable), including without limitation the following:
- (a) The Option must be granted within 10 years from the date of the earlier of the adoption of the Plan or the date of such shareholder approval. (c) The Option must not be exercisable after the expiration of 10 years from the date of grant.

- (d) The Option must not be transferable by the individual to whom the Option is granted other than by will or the laws of descent and distribution, and must be exercisable, during such individual's lifetime, only by such individual.
- (e) The Option must not be granted to an individual who, at the time the option is granted, owns Shares possessing more than 10% of the total combined voting power of all classes of shares of the corporation employing such individual or of any related corporation of such corporation, unless the Option meets the requirements under Section 422 of the Code for grants to 10% shareholders.
- (f) To the extent that the aggregate fair market value of stock with respect to which "incentive stock options" (within the meaning of Section 422 of the Code, but without regard to Section 422(d) of the Code) are exercisable for the first time by a holder during any calendar year under the Plan, and all other plans of the Company and any parent corporation or subsidiary corporation thereof (as defined in Section 424(e) and 424(f) of the Code, respectively), exceeds \$100,000, the Options shall be treated as non-qualified stock options to the extent required by Section 422 of the Code.

If an Option granted to a U.S. Participant that is intended to qualify as an incentive stock option fails to meet any of the requirements for incentive stock options, it shall be deemed to be a nonqualified stock option for purposes of the Code to the extent of such failure.

- 6 **Trusts.** Awards granted to U.S. Participants shall not be funded through an employee benefit trust.
- 7 **Securities Laws.** Any Shares that a U.S. Participant may acquire under the Plan may only be resold in the U.S. pursuant to a registration statement filed under the U.S. Securities Act of 1933 ("Securities Act") with the U.S. Securities and Exchange Commission and applicable state securities law administrators or under an exemption from securities registration under the Securities Act and applicable state securities laws. All Awards granted to and held by U.S. Participants will be granted, issued and/or administered only in conformance with applicable laws (including applicable Exchange rules) and such Awards shall be deemed amended as necessary to conform to such applicable laws.
- 8 **Withholding.** Notwithstanding anything in the Plan to the contrary, if at any time any Group Company is required to withhold U.S. federal, state, local, foreign or other taxes with respect to an Award granted to a U.S. Participant, or any amounts or Shares payable or deliverable thereunder, any such Group Company will have the power and the right to deduct or withhold, or require an Award holder to remit to the Company, an amount in cash sufficient to satisfy

such taxes (including the U.S. Participant's FICA obligation) required to be withheld with respect to such Award, to offset such amounts from other amounts payable to the U.S. Participant (to the extent permissible under applicable law) or to withhold shares from the Award itself. The amount of the withholding requirement will be deemed to include any amount which the Group Company agrees may be withheld, not to exceed the amount determined by using the maximum individual federal, state or local statutory tax rates applicable to the U.S. Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined.

[Insert date]

[insert name]

[insert address]

Dear [name],

**Letter of Confirmation of Benefit under Tritium Technologies, LLC (the Company) Shadow Equity Employee Scheme**

We refer to your participation in the Tritium Technologies, LLC Shadow Equity Employee Plan (**Plan**).

As you may be aware, Tritium Holdings Pty Ltd (**Tritium Holdings**) completed a business combination transaction (**Business Combination**) with Decarbonization Plus Acquisition Corporation II on 13 January 2022, involving the transfer by shareholders in Tritium Holdings of all their shares in Tritium Holdings to Tritium DCFC Limited (**Tritium DCFC**) in exchange for ordinary shares in Tritium DCFC (**Tritium DCFC Shares**). Tritium DCFC Shares commenced trading on The Nasdaq Stock Market LLC (**Nasdaq**) on 14 January 2022.

It has been calculated that you are entitled to a Benefit (as that term is defined in the Plan) of **USD [insert]** under the Plan in connection with the completion of the Business Combination. This calculation adopts an Exit Value (as that term is defined in the Plan) of USD 14.7166282, which is the share price that was applied to ordinary shares in Tritium Holdings for the purposes of the Business Combination.

As payment of this Benefit, Tritium DCFC shall issue you **[insert number]** Tritium DCFC Shares (**Specified Shares**), which is equal to the aggregate amount of your Benefit divided by USD 10 per Tritium DCFC Share (rounded up to the nearest whole number of shares). The issue price of USD 10 per Tritium DCFC Share used for this calculation represents the price per Tritium DCFC Share at which shareholders in Tritium Holdings acquired Tritium DCFC Shares on completion of the Business Combination.

To the extent permitted by all applicable laws, neither Tritium DCFC, the Company nor any other subsidiary of Tritium DCFC will be responsible for any Tax (as that term is defined in the Plan) which may be payable by you in connection with the allocation of Tritium DCFC Shares to you.

Tritium DCFC, the Company or any other subsidiary of Tritium DCFC may withhold, or cause to be withheld, from the Specified Shares, Tritium DCFC Shares in satisfaction of any obligations for Tritium DCFC, the Company or any other subsidiary of Tritium DCFC to withhold or collect Taxes.

The number of Tritium DCFC Shares which may be so withheld or surrendered shall be limited to the number of Tritium DCFC Shares which have a value on the date of withholding no greater than the aggregate amount of such liabilities (rounded up to the nearest whole number of shares) based on the maximum individual statutory withholding rates in your applicable jurisdiction for any Taxes that Tritium DCFC, the Company or any other subsidiary of Tritium DCFC is obliged, or reasonably believes it is obliged, to account for to any taxation authority.

**Attachment A** to this letter sets out a summary of tax consequences for the allocation of Tritium DCFC Shares.

The Specified Shares will be issued to you, net of applicable tax withholding, and reflected in your account with Computershare within 10-20 business days from the date of this letter. These Tritium DCFC Shares will not be issued subject to any vesting conditions.

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Upon issuance, these Tritium DCFC Shares would be freely tradeable (subject to applicable laws and, if applicable to you, Tritium DCFC's *Insider Trading Compliance Policy* (the **Policy**) a copy of which is available on request). The Policy includes typical restrictions on trading during blackout periods. You should familiarise yourself with these restrictions.

There is currently a blackout period in place pursuant to the Policy, and it is anticipated that this will remain the case until completion of the second full trading day after the public release of earnings data for the fiscal quarter ending 31 March 2022. It is expected that the blackout period will conclude sometime in May 2022.

If you wish to sell your shares (subject to restrictions that may apply to you under the Policy), you can do so by contacting your broker or financial advisor or by selling shares directly through Computershare. **Attachment B** to this letter contains a summary guide to selling shares directly through Computershare.

You should read this letter carefully and retain it in a safe place for future reference.

Please note that none of Tritium DCFC, the Company nor any subsidiary of Tritium DCFC is providing you with any advice (financial, tax or otherwise) with respect to your Shadow Equity Units (as defined in the Plan), the Specified Shares or this letter, and you are advised to consult with your personal financial, tax and other advisors in connection therewith.

On receipt of the Specified Shares, net of applicable tax withholding, you acknowledge and agree (i) to become a member of Tritium DCFC and be bound by the constitution of Tritium DCFC; (ii) that notwithstanding anything contained in any agreement or other document evidencing your Shadow Equity Units (**Award Agreement**) or the Plan, you shall have no further right, title or interest in or to your Benefit or your Shadow Equity Units or under the Plan or any Award Agreement; and (iii) that you release Tritium DCFC, the Company and their respective affiliates, subsidiaries, directors, officers, shareholders, employees or agents from any and all claims which you now have or may hereafter have, arising out of or in relation to the Benefit, such Shadow Equity Units, the Plan and/or Award Agreement.

If you have any questions, please feel free to contact **Michael Hipwood** by email at [mhipwood@tritium.com.au](mailto:mhipwood@tritium.com.au) or by telephone on **+61 400 594 866**.

\* \* \* \* \*

Yours sincerely,

---

Michael Hipwood on  
behalf of

**Tritium Technologies, LLC**

and

**Tritium DCFC Limited**

---





[Insert date]

[insert name]

[insert address]

Dear [name],

**Letter of Confirmation of Benefit under Tritium Technologies B.V. (the Company) Shadow Equity Employee Scheme**

We refer to your participation in the Tritium Technologies B.V. Shadow Equity Employee Plan (**Plan**).

As you may be aware, Tritium Holdings Pty Ltd (**Tritium Holdings**) completed a business combination transaction (**Business Combination**) with Decarbonization Plus Acquisition Corporation II on 13 January 2022, involving the transfer by shareholders in Tritium Holdings of all their shares in Tritium Holdings to Tritium DCFC Limited (**Tritium DCFC**) in exchange for ordinary shares in Tritium DCFC (**Tritium DCFC Shares**). Tritium DCFC Shares commenced trading on The Nasdaq Stock Market LLC (**Nasdaq**) on 14 January 2022.

It has been calculated that you are entitled to a Benefit (as that term is defined in the Plan) of **USD [insert]** under the Plan in connection with the completion of the Business Combination. This calculation adopts an Exit Value (as that term is defined in the Plan) of USD 14.7166282, which is the share price that was applied to ordinary shares in Tritium Holdings for the purposes of the Business Combination.

As payment of this Benefit, Tritium DCFC shall issue you **[insert number]** Tritium DCFC Shares (**Specified Shares**), which is equal to the aggregate amount of your Benefit divided by USD 10 per Tritium DCFC Share (rounded up to the nearest whole number of shares). The issue price of USD 10 per Tritium DCFC Share used for this calculation represents the price per Tritium DCFC Share at which shareholders in Tritium Holdings acquired Tritium DCFC Shares on completion of the Business Combination.

To the extent permitted by all applicable laws, neither Tritium DCFC, the Company nor any other subsidiary of Tritium DCFC will be responsible for any Tax (as that term is defined in the Plan) which may be payable by you in connection with the allocation of Tritium DCFC Shares to you.

Tritium DCFC, the Company or any other subsidiary of Tritium DCFC may withhold, or cause to be withheld, from the Specified Shares, Tritium DCFC Shares in satisfaction of any obligations for Tritium DCFC, the Company or any other subsidiary of Tritium DCFC to withhold or collect Taxes.

The number of Tritium DCFC Shares which may be so withheld or surrendered shall be limited to the number of Tritium DCFC Shares which have a value on the date of withholding no greater than the aggregate amount of such liabilities (rounded up to the nearest whole number of shares) based on the maximum individual statutory withholding rates in your applicable jurisdiction for any Taxes that Tritium DCFC, the Company or any other subsidiary of Tritium DCFC is obliged, or reasonably believes it is obliged, to account for to any taxation authority.

**Attachment A** to this letter sets out a summary of tax consequences for the allocation of Tritium DCFC Shares.

The Specified Shares will be issued to you, net of applicable tax withholding, and reflected in your account with Computershare within 10-20 business days from the date of this letter. These Tritium DCFC Shares will not be issued subject to any vesting conditions.

Upon issuance, these Tritium DCFC Shares would be freely tradeable (subject to applicable laws and, if applicable to you, Tritium DCFC's *Insider Trading Compliance Policy* (the **Policy**) a copy of which is available on request). The Policy includes typical restrictions on trading during blackout periods. You should familiarise yourself with these restrictions.

There is currently a blackout period in place pursuant to the Policy, and it is anticipated that this will remain the case until completion of the second full trading day after the public release of earnings data for the fiscal quarter ending 31 March 2022. It is expected that the blackout period will conclude sometime in May 2022.

If you wish to sell your shares (subject to restrictions that may apply to you under the Policy), you can do so by contacting your broker or financial advisor or by selling shares directly through Computershare. **Attachment B** to this letter contains a summary guide to selling shares directly through Computershare.

You should read this letter carefully and retain it in a safe place for future reference.

Please note that none of Tritium DCFC, the Company nor any subsidiary of Tritium DCFC is providing you with any advice (financial, tax or otherwise) with respect to your Shadow Equity Units (as defined in the Plan), the Specified Shares or this letter, and you are advised to consult with your personal financial, tax and other advisors in connection therewith.

On receipt of the Specified Shares, net of applicable tax withholding, you acknowledge and agree (i) to become a member of Tritium DCFC and be bound by the constitution of Tritium DCFC; (ii) that notwithstanding anything contained in any agreement or other document evidencing your Shadow Equity Units (**Award Agreement**) or the Plan, you shall have no further right, title or interest in or to your Benefit or your Shadow Equity Units or under the Plan or any Award Agreement; and (iii) that you release Tritium DCFC, the Company and their respective affiliates, subsidiaries, directors, officers, shareholders, employees or agents from any and all claims which you now have or may hereafter have, arising out of or in relation to the Benefit, such Shadow Equity Units, the Plan and/or Award Agreement.

If you have any questions, please feel free to contact **Michael Hipwood** by email at [mhipwood@tritium.com.au](mailto:mhipwood@tritium.com.au) or by telephone on **+61 400 594 866**.

\* \* \* \* \*

Yours sincerely,

---

Michael Hipwood  
on behalf of

**Tritium Technologies B.V.**

and

**Tritium DCFC Limited**

---





[Insert date]

[insert name]

[insert address]

Dear [name],

**Letter of Confirmation of Benefit under Tritium Pty Ltd (the Company) Shadow Equity Employee Scheme**

We refer to your participation in the Tritium Pty Ltd Shadow Equity Employee Plan (**Plan**).

As you may be aware, Tritium Holdings Pty Ltd (**Tritium Holdings**) completed a business combination transaction (**Business Combination**) with Decarbonization Plus Acquisition Corporation II on 13 January 2022, involving the transfer by shareholders in Tritium Holdings of all their shares in Tritium Holdings to Tritium DCFC Limited (**Tritium DCFC**) in exchange for ordinary shares in Tritium DCFC (**Tritium DCFC Shares**). Tritium DCFC Shares commenced trading on The Nasdaq Stock Market LLC (**Nasdaq**) on 14 January 2022.

It has been calculated that you are entitled to a Benefit (as that term is defined in the Plan) of **USD [insert]** under the Plan in connection with the completion of the Business Combination. This calculation adopts an Exit Value (as that term is defined in the Plan) of USD 14.7166282, which is the share price that was applied to ordinary shares in Tritium Holdings for the purposes of the Business Combination.

As payment of this Benefit, Tritium DCFC shall issue you **[insert number]** Tritium DCFC Shares (**Specified Shares**), which is equal to the aggregate amount of your Benefit divided by USD 10 per Tritium DCFC Share (rounded up to the nearest whole number of shares). The issue price of USD 10 per Tritium DCFC Share used for this calculation represents the price per Tritium DCFC Share at which shareholders in Tritium Holdings acquired Tritium DCFC Shares on completion of the Business Combination.

**Attachment A** to this letter sets out a summary of tax consequences for the allocation of Tritium DCFC Shares.

**[FOR INCLUSION IN LETTER TO AUSTRALIAN PARTICIPANTS (OTHER THAN CURRENT OFFICERS, DIRECTORS & EMPLOYEES):** The Specified Shares will be issued to you and reflected in your account with Computershare within 10-20 business days from the date of this letter. These Tritium DCFC Shares will not be issued subject to any vesting conditions.]

Upon issuance, these Tritium DCFC Shares would be freely tradeable (subject to applicable laws and, if applicable to you, Tritium DCFC's *Insider Trading Compliance Policy* (the **Policy**) a copy of which is available on request). The Policy includes typical restrictions on trading during blackout periods. You should familiarise yourself with these restrictions.

There is currently a blackout period in place pursuant to the Policy, and it is anticipated that this will remain the case until completion of the second full trading day after the public release of earnings data for the fiscal quarter ending 31 March 2022. It is expected that the blackout period will conclude sometime in May 2022. **[FOR INCLUSION IN LETTER TO AUSTRALIAN PARTICIPANTS THAT ARE CURRENT OFFICERS, DIRECTORS OR EMPLOYEES:** You may request by written notice to Tritium DCFC at any time after the date of this letter that the Specified Shares be issued to you (**Notice**). The Specified Shares will be issued to you and reflected in your account with Computershare within 10-20 business days from the date of the Notice. If you do not deliver a Notice to Tritium DCFC before the conclusion of the blackout period, the Specified Shares will be issued to you and reflected in your account with Computershare shortly after the conclusion of the blackout period. These Tritium DCFC Shares will not be issued subject to any vesting conditions.

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The right to acquire the Specified Shares is not subject to any vesting conditions. The right to acquire the Specified Shares is personal and is not transferable (except by force of law upon death or bankruptcy) and will lapse if you purport to transfer your right to acquire the Specified Shares in breach of these terms. In addition, the right to acquire the Specified Shares is intended to operate in accordance with Subdivision 83A-C of the *Income Tax Assessment Act 1997* (Cth), such that the right to acquire the Specified Shares is subject to deferred taxation.]

If you wish to sell your shares (subject to restrictions that may apply to you under the Policy), you can do so by contacting your broker or financial advisor or by selling shares directly through Computershare. **Attachment B** to this letter contains a summary guide to selling shares directly through Computershare.

You should read this letter carefully and retain it in a safe place for future reference.

Please note that none of Tritium DCFC, the Company nor any subsidiary of Tritium DCFC is providing you with any advice (financial, tax or otherwise) with respect to your Shadow Equity Units (as defined in the Plan), the Specified Shares or this letter, and you are advised to consult with your personal financial, tax and other advisors in connection therewith.

On receipt of the Specified Shares, you acknowledge and agree (i) to become a member of Tritium DCFC and be bound by the constitution of Tritium DCFC; (ii) that notwithstanding anything contained in any agreement or other document evidencing your Shadow Equity Units (**Award Agreement**) or the Plan, you shall have no further right, title or interest in or to your Benefit or your Shadow Equity Units or under the Plan or any Award Agreement; and (iii) that you release Tritium DCFC, the Company and their respective affiliates, subsidiaries, directors, officers, shareholders, employees or agents from any and all claims which you now have or may hereafter have, arising out of or in relation to the Benefit, such Shadow Equity Units, the Plan and/or Award Agreement.

If you have any questions, please feel free to contract **Michael Hipwood** by email at [mhipwood@tritium.com.au](mailto:mhipwood@tritium.com.au) or by telephone on **+61 400 594 866**.

\* \* \* \* \*

Yours sincerely,

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Michael Hipwood  
on behalf of

**Tritium Pty Ltd**

and

**Tritium DCFC Limited**

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Tritium DCFC Limited ACN 650 026 314

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[Director]

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Deed of access, insurance and indemnity

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© Corrs Chambers Westgarth

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**Date**

Parties

**Tritium DCFC Limited ACN 650 026 314** of 48 Miller Street, Murarrie QLD 4172 (**Company**)

**[Director] (Director)**

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Background

A The Director has been appointed as a Director of the Company.

B As a condition of the Director agreeing to act (either at the date of this deed or any time after the date of this deed) or continuing to act as:

(a) A Director of the Company; and

(b) a Director of any Subsidiary of the Company in respect of which the Director also acts as a Director,

the Company agrees to indemnify the Director, provide the Director with access to the Board Documents, and obtain certain insurance, in each case on the terms set out in this document.

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Agreed terms

1 Definitions

In this document these terms have the following meanings:

- |                         |   |
|-------------------------|---|
| <b>Access Period</b>    | The period commencing on the Appointment Date until the later of:<br>(a) seven years after the expiry or conclusion of the Relevant Period; and<br>(b) the date on which all Claims, if any, commenced against you during that seven year period are concluded. |
| <b>Appointment Date</b> | The date you commenced acting as a Director of the Company.   |
| <b>Board</b>            | The board of directors of the Company.  |
-

|                         |  |
|-------------------------|--|
| <b>Board Documents</b>  | (a) All existing and future material or documents prepared for, or made available to, the Board during the Relevant Period (including board papers, submissions, minutes, memoranda, legal opinions, financial statements, forecasts, accounting records, valuations, committee papers and documents tabled at a meeting of the Board or any committee of the Board); and<br><br>(b) any other documents which are referred to in that material. |
| <b>Business Days</b>    | A day which is not a Saturday, Sunday or bank or public holiday in Queensland.   |
| <b>Chair</b>            | The chair of the Board.  |
| <b>Claim</b>            | Any claim, demand, suit, action, Investigation, proceeding or cause of action commenced or threatened and arising out of you being a Director of the Company, including threatened proceedings where there is a reasonable prospect of you being involved in the Claim in relation to or emanating from the role as a Director of the Company.   |
| <b>Constitution</b>     | The Company's constitution in effect from time to time.  |
| <b>Corporations Act</b> | The Corporations Act 2001 (Cth).   |
| <b>D&amp;O Policy</b>   | A contract or contracts of insurance taken out and maintained with a reputable insurance company for your benefit that is designed to insure you against liability for acts or omissions in your role as a Director of the Company consistent with generally accepted insurance practices at the time the contract of insurance is taken out, to the extent permitted by law.  |
| <b>Director</b>         | The meaning given in section 9 of the Corporations Act.  |
| <b>Group</b>            | The Company and each of its Subsidiaries.  |
| <b>Group Company</b>    | Any entity within the Group.   |
| <b>Investigation</b>    | Any investigation or inquiry, examination, prosecution (whether civil, criminal, administrative or otherwise), including a royal commission, commission of inquiry or parliamentary inquiry involving or relating to the Group.  |
| <b>Liability</b>        | Any liability, costs, damages, fees, expenses, demands, suits, actions, proceedings or claims incurred by you in or arising out of you being a Director of the Company or acting as an authorised representative of any Group Company, whether or not involving the payment or incurring of an expense.  |

|                               |  |
|-------------------------------|--|
| <b>Related Body Corporate</b> | The meaning given in section 50 of the Corporations Act.   |
| <b>Relevant Period</b>        | The period commencing on the Appointment Date and ending on the date you cease to act as a Director of the Company.                    |
| <b>Subsidiary</b>             | The meaning given in section 9 of the Corporations Act and extends to any other company agreed between you and the Company in writing. |
| <b>you</b>                    | The Director.  |

## 2 Conditions precedent

You agree to substantially comply with your material obligations under this document (including complying with instructions from, giving notice to or otherwise dealing with the Company in accordance with this document). If it is established in relation to a Claim that you have failed to comply with your obligations and the amount payable to you under this document is greater than a reasonable person would assess that it was likely to have been had you otherwise complied with your obligations (taking into account the lost opportunity to take action to mitigate the amount of the Claim), the Company is not liable to pay you to the extent of the difference.

## 3 Indemnity

### 3.1 Indemnity as a Director of the Company

- (a) Subject to **clause 3.2**, from the Appointment Date (and despite you ceasing to be a Director of the Company), the Company indemnifies you against any Liability to the maximum extent permitted by law.
- (b) The indemnity in **clause 3.1(a)** includes an indemnity against all reasonable legal costs incurred by you in connection with Claims commenced, or which you reasonably believe may be commenced, provided that nothing in this **clause 3.1** shall entitle you to be indemnified in respect of any legal costs in relation to the retention by you of separate legal counsel other than in the circumstances contemplated in **clause 4.2**.
- (c) Subject to **clause 3.2**, the indemnity in **clause 3.1(a)** covers, to the maximum extent permitted by law, any Liability arising from any action taken by you which is subsequently determined by the Board or a Court to fall outside of your specific or general delegated authority, provided that such action is undertaken by you in good faith in the course of performing your role as a Director of the Company or its Related Bodies Corporate.

### 3.2 Limitations of the indemnity

The Company will not indemnify you against:

- (a) a Liability arising out of conduct attributable to a lack of good faith on your behalf;
- (b) a Liability you owe to the Company or any of its Related Bodies Corporate;
- (c) any Liability, Claim or circumstance where to do so would involve a Group Company being in breach of any law;
- (d) a Liability to the extent that to do so would contravene the Constitution;
- (e) legal costs incurred in defending an action for a Liability incurred as a Director of the Company if the costs are incurred:
  - (i) in defending or resisting proceedings in which you are found to have a Liability for which you could not be indemnified under **clause 3.2(a), (b) or (c)** or which the Company is not otherwise permitted by law to indemnify you;
  - (ii) in defending or resisting criminal proceedings in which you are found guilty;
  - (iii) in defending or resisting proceedings brought by the Australian Securities and Investments Commission or a liquidator for a court order if the grounds for making the order are found by the court to have been established;
  - (iv) in defending or resisting proceedings brought by a Group Company; or
  - (v) in connection with proceedings for relief under the Corporations Act in which the Court denies the relief;
- (f) any Liability for defamation of you, or legal costs incurred in an action for defamation of you, in your role as a Director of the Company;
- (g) any Liability in connection with you bringing a Claim against the Company or any of its Related Bodies Corporate, or the possibility of you bringing such a Claim; or
- (h) any Liability which you recover under any policy of insurance or from any third party, or which any insurer or other third party satisfies directly.

### 3.3 Payment of indemnified amounts

If you are entitled to be indemnified under this document for a Liability which is due and payable, the Company will pay that amount at your written direction to discharge the Liability. Payment is to be made within 30 days of the date on which you provide evidence reasonably satisfactory to the Company that:

- (a) you have incurred the Liability; and
- (b) the amount is due and payable,

or within such shorter time provided that you can demonstrate that such a Liability is payable within a shorter time.

### 3.4 Other indemnities and claims

- (a) You are not obliged to make a claim under any other indemnity or contract of insurance before making a claim under this document.
- (b) The indemnity given under this document is in addition to any other indemnity given by the Company to you (whether by agreement, under the Constitution, by legislation or otherwise) but nothing in this document requires the Company to pay more than once in respect of any Liability.

## 4 Rights to independent advice

### 4.1 General advice

Subject to **clause 3.2**, during the Relevant Period you are entitled to seek independent professional advice (including legal, accounting and financial advice) at the Company's cost (subject to the Chair prescribing a reasonable limit on those costs) on any matter connected with the discharge of your responsibilities as a Director of the Company during the Relevant Period, including reasonable costs incurred by you in obtaining independent legal advice relating to this document, in accordance with the procedures and subject to the conditions set out below:

- (a) you must seek the prior written consent of the Chair who must give that consent promptly subject to the prescription of a reasonable limit on those costs taking into account the nature and materiality of the advice sought or, if you are the Chair, then no consent is required;
- (b) in seeking the prior written consent of the Chair, you must provide details of the:
  - (i) nature of the independent professional advice;
  - (ii) likely cost of seeking the independent professional advice; and
  - (iii) independent adviser you propose to instruct;
- (c) all documents containing or seeking independent professional advice must clearly state that the advice is sought both in relation to the Company and to you in your personal capacity. However, the right to advice does not extend to advice concerning matters of a personal or private nature; and
- (d) the Chair may circulate any independent professional advice received by you to the remainder of the Board provided that the circulation will not constitute a waiver of privilege.

### 4.2 Advice relating to Claims

If you are entitled to be indemnified under this document, you may engage separate legal or other advisers (other than those advising the Company) to assist you in connection with a Claim. The Company agrees to pay all

reasonable legal costs, charges and expenses which you incur in those circumstances if they are incurred:

- (a) before the Company assumes conduct of the Claim;
- (b) with the prior written consent of the Company; or
- (c) in circumstances where the Company has refused to authorise representation or participation by lawyers other than lawyers acting also for the Company and there is a reasonable likelihood that your interests and those of the Company would conflict if the same advisers were to act for both you and the Company.

## 5 Subrogation

### 5.1 Rights of subrogation

- (a) If the Company acknowledges that you are entitled to be indemnified under this document in respect of a Liability, the Company or any person claiming through the Company (such as the Company's insurers), to the extent permitted by law, is entitled to be subrogated to all your rights and remedies relating to the circumstances in which the Liability arose.
- (b) The Company indemnifies you against any costs awarded against you in any Claim brought by the Company in the exercise of its right of subrogation.

### 5.2 Control of Claims

- (a) The Company or any person claiming through the Company may:
  - (i) give you directions in relation to; or
  - (ii) take over the conduct of,a Claim in respect of which the Company acknowledges that you are entitled to be indemnified under this document.
- (b) The Company or any person claiming through the Company may exercise its rights in this **clause 5.2**:
  - (i) in your name; or
  - (ii) in its own name.

### 5.3 Exercise of rights by the Company

- (a) The Company must exercise its rights:
  - (i) reasonably;
  - (ii) having regard to the principle that your reputation should not be injured unnecessarily; and
  - (iii) in accordance with **clause 5.4**.
- (b) If the Company takes over the conduct of a Claim, it must keep you fully and progressively informed about the conduct of the Claim and regularly consult with you.

- (c) The obligations of the Company under this **clause 5.3** are subject to the Company's obligations to its insurers.

#### 5.4 Settlement of a Claim

- (a) The Company must not settle a Claim without your prior written approval, or instruct you to do so, unless the Company has first satisfied you that money is available to pay the settlement amount.
- (b) Before the Company may settle or compromise a Claim, the Company must:
  - (i) give you notice of its intention to settle or compromise the Claim;
  - (ii) provide you with the proposed terms of settlement or compromise; and
  - (iii) allow you a reasonable period in which you may object to the proposed terms of the settlement or compromise and declare your intention to assume conduct of the Claim.
- (c) If, within the period allowed under **clause 5.4(b)**, you give written notice that you intend to assume conduct of a Claim, the Company must relinquish (or must ensure that any person claiming through it relinquishes) to you the control of the conduct of the Claim (to the extent that the Claim relates to you).
- (d) If control of the conduct of a Claim is relinquished to you in accordance with **clauses 5.4(b) and 5.4(c)**, the liability of the Company under this document in respect of that Claim will not exceed the amount for which the Claim could have been compromised or settled at the time notice was given to you under **clause 5.4(b)** in respect of that Claim together with costs and expenses reasonably incurred by you up to that time.
- (e) The obligations of the Company under this **clause 5.4** are subject to the Company's obligations to its insurers.

#### 5.5 Benefits received by the Company

- (a) The Company must account to you for any benefit it obtains as a result of the exercise of any of its rights under this document to the extent the benefit exceeds the cost of providing the indemnity and exercising those rights.
- (b) If the Company is not subrogated under this **clause 5**, you must account to the Company for any damages recovered by you (to a maximum amount equal to the indemnity payment made to you under **clause 3**).

#### 5.6 Your obligations

You must:

- (a) act in accordance with the Constitution;
- (b) notify the Company in writing as soon as reasonably practicable (but no later than five days) after you become aware of:
  - (i) the circumstances of any Claim or circumstance which could reasonably be expected to give rise to a Claim; or

- (ii) the rejection of a claim by the Company's D&O Policy insurer, for which you may seek or be entitled to an indemnity under this document;
- (c) take such action as the Company or any person claiming through the Company reasonably requests to avoid, dispute, resist, appeal against, compromise or defend any Claim or any adjudication of a Claim;
- (d) not make any admissions in respect of, or settle, any Claim against you in respect of which you are seeking indemnity or may in the future seek indemnity under this document without the Company's prior written consent;
- (e) notify the Company (or any person claiming through the Company) of any offer of settlement or compromise received in respect of a Claim;
- (f) provide any information that the Company or any person claiming through the Company reasonably requests and give to the Company or such other person all necessary and reasonable assistance as the Company or such other person needs to give you directions or to take over the conduct of Claims; and
- (g) do everything reasonable and necessary to enable the Company or any person claiming through the Company to exercise its rights of subrogation and to control Claims in your name as the Company or such other person thinks fit.

#### **5.7 Circumstances requiring you to expend your own money**

- (a) You are entitled to be reimbursed by the Company for the actual costs you reasonably incur in complying with a direction from the Company under this document (including under **clauses 5.2 and 5.6**).
- (b) You are not required to make any payment before enforcing your rights under this document.

#### **5.8 Notification of Claims**

The Company must notify you in writing as soon as reasonably practicable after it becomes aware of any Claims relating to, or arising out of, you being a Director of the Company.

### **6 Advances**

#### **6.1 Advance to cover costs and expenses**

Subject to **clause 6.2**, the Company shall advance funds to you to meet your reasonable expenses (including legal costs) incurred in connection with defending or resisting Claims before the outcome of those Claims is known. The advance will be on such reasonable terms as the Company thinks fit, including terms relating to interest, repayment, security for the advance and conduct of the Claims.

## **6.2 Effect of limitation on ability to advance**

If the Company:

- (a) is not permitted to indemnify you in respect of the expenses referred to in **clause 6.1**, then within 30 days after receipt of a written request from the Company you must repay all funds advanced to you under **clause 6.1**; or
- (b) is permitted to indemnify you in respect of the expenses referred to in **clause 6.1**, the amount advanced must be set-off from the amount that the Company is required to pay to you under the indemnity given by this document.

## **7 Repayment**

### **7.1 Circumstances requiring repayment**

You must immediately (and no later than 30 days after relevant receipt, payment or subsequent finding under this clause) repay to the Company in part or in full as appropriate any amount paid to you under this document if:

- (a) you receive money or are reimbursed under the D&O Policy or other contract or insurance, or otherwise from any third party, in respect of the matters the subject of the payment or advance from the Company under this document;
- (b) an insurer or other third party satisfies directly any amount the subject of the payment or advance from the Company under this document;
- (c) it is subsequently found (whether as a result of an appealed decision or otherwise) that the Company could not under this document or otherwise by law indemnify you or provide an advance to you for such amount; or
- (d) a court of competent jurisdiction determines that you are not entitled to be indemnified or to receive an advance from the Company for such amount.

### **7.2 Notification**

You must immediately notify the Company upon the occurrence of any of the circumstances which require you to make a repayment described in **clause 7.1**.

## **8 Board Documents**

### **8.1 Keeping of Board Documents**

The Company must ensure that, during the Access Period, it maintains a complete set of Board Documents in a systematic and organised fashion in a secure and convenient place.

## **8.2 Access to the Board Documents**

- (a) If reasonably requested to do so during the Access Period, the Company must ensure that you are provided with access to those Board Documents you require:
  - (i) to enable you to carry out your duties as a Director of the Company;
  - (ii) to obtain legal advice concerning a Claim;
  - (iii) for the purpose of defending a Claim; and
  - (iv) in connection with your appearance concerning Claims.
- (b) The Company must provide you with copies of the Board Documents if you request that the Company do so without charge within 14 days.
- (c) The rights granted to you by this **clause 8.2** can be satisfied by the Company providing you with copies of the Board Documents except where you have demonstrated a reasonable need for you to be provided with original documents.

## **8.3 Request for access and copies of Board Documents**

You may make a request for access to or copies of Board Documents in writing addressed and given to the Chair (or if you are the Chair no request need be made). The written request must:

- (a) include particulars of the Board Documents required by you; and
- (b) state the purpose for which the requested Board Documents are required.

## **8.4 Your obligations**

You agree to use the Board Documents to which you are granted access or copies only for the purpose you have specified in your written request provided under **clause 8.3**.

## **8.5 Ownership**

Ownership of the Board Documents remains with the Company. The Company may recall any Board Documents or copies given to you at any time.

## **8.6 Return of Board Documents**

When requested by the Company to do so you will as soon as practicable return any Board Documents in your possession or control to the Company.

## **8.7 Security of Board Documents**

You must keep all Board Documents and copies in your possession in a secure place and ensure that they remain confidential and not disclosed to any third party other than:

- (a) if the Company has given its prior written consent (which shall not be unreasonably withheld, delayed or conditioned);
- (b) as required by law;

- (c) if the disclosure is made for the purpose of obtaining professional advice; or
- (d) if the disclosure is made for the purpose of defending, appealing, commencing or settling a Claim, and you have used your best endeavours to maintain the confidentiality of the Board Documents.

### 8.8 Privilege

- (a) If the Board Documents contain any advice to which legal professional privilege may attach, you are only entitled to have access on condition that you do not, by your own actions or that of your employees, agents or advisors, waive that privilege except for the sole purpose of defending yourself in legal proceedings.
- (b) Subject to **clause 8.8(a)**, the Company's grant to you of access to documents over which any Group Company claims legal professional privilege does not amount to an express or implied waiver by the Group Company of its claim to legal professional privilege against persons other than you.
- (c) If you become entitled or are required to disclose any Board Documents you must notify the Company of the intended disclosure and take all steps reasonably requested by the Company (including to procure that any of your employees, agents or advisors take such necessary steps) to avoid waiving any legal professional privilege attaching to the Board Documents except for the sole purpose of defending yourself in legal proceedings.

### 8.9 Interaction with other rights

This **clause 8** does not limit any right of access you otherwise have to Board Documents independently of this document (including under the Corporations Act or otherwise).

## 9 Insurance

### 9.1 D&O Policy

- (a) During the Access Period the Company must, so far as a D&O Policy is reasonably available on reasonable commercial terms, maintain or procure the maintenance of a D&O Policy.
- (b) You acknowledge that the negotiation of the terms of the D&O Policy may:
  - (i) involve the insurer varying the terms of the insurance policy offered which, if accepted by the Company, may provide less coverage or less favourable coverage for you;
  - (ii) involve the Company deciding, acting reasonably, to balance the proposed level of premiums against the terms offered; or
  - (iii) result in the Company deciding to accept varied terms or to change insurers.

## 9.2 Your obligations

You agree:

- (a) to do anything the Company reasonably requires to enable the Company to take out and maintain the D&O Policy in accordance with this **clause 9**; and
- (b) to comply at all times with all your obligations under the D&O Policy, including reporting claims, and circumstances which could give rise to a claim.

## 9.3 Contravention of law

The Company is not obliged to take out or maintain any contract of insurance referred to in this **clause 9** where to do so would contravene any law, provided that in respect of any current policy the Company must give you notice of its intention to terminate that policy.

## 9.4 Premiums

To the extent that any portion of the premium for any contract of insurance referred to in this **clause 9** must not by law be paid by the Company or any member of the Group, the Company must give you notice of, and a reasonable opportunity to contribute to, that part of the additional premium which it is unable to pay (if required for the policy to be effective).

## 9.5 Details of policies

If requested by you, the Company must provide you, without cost and within a reasonable time after the request, with a copy of each certificate of currency in respect of any contract of insurance referred to in this **clause 9**. The Company will also, if requested by you, provide you with copies of the policies relevant to those certificates of currency.

## 9.6 Cancellation of policies

The Company must notify you in writing if the D&O Policy is cancelled or not renewed.

## 10 Group Companies

### 10.1 Acceding member

- (a) The Company must use its best endeavours to ensure that any entity in the Group of which you are a Director accedes to the terms of this document by notice in writing delivered to the Board (**Acceding Member**).
- (b) Upon an Acceding Member acceding to this document, references in this document to the Company are to be taken to be a reference to that Acceding Member.

## 10.2 Company guarantee

The Company will guarantee all of the obligations of an Acceding Member under this document. This guarantee terminates upon the Acceding Member ceasing to be a Subsidiary of the Company.

### 11 Disclosure

Full particulars of the indemnities and contracts of insurance that are required under this document may be included in the Company's directors' and officers' interests register and may be included in the Company's annual report and in regulatory filings filed by the Company.

### 12 Company's general law rights

The Company's rights in this document are in addition to its rights under the general law (including rights under the general law that relate to matters dealt with by this document).

### 13 Variation of document

No provision of this document or right conferred by it can be varied except in writing by the parties.

### 14 Further acts

Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document) that the other party may reasonably require to give full effect to this document.

### 15 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising the right) operates as a waiver of right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

16 Operation of this document

- (a) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person has.
- (b) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of the document.

17 GST

**17.1 Construction**

In this **clause 17**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (c) references to GST payable and input tax credit entitlements include:
  - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
  - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

**17.2 Consideration GST exclusive**

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST (**GST-exclusive consideration**).

**17.3 Payment of GST**

If GST is payable on any supply made by:

- (a) a party; or
- (b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts,

(**Supplier**) under or in connection with this document, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

#### 17.4 Timing of GST payment

The amount referred to in **clause 17.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

#### 17.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 17.3**.

#### 17.6 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under **clause 17.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

#### 17.7 Reimbursements

- (a) Where a party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.
- (b) This **clause 17.7** does not limit the application of **clause 17.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 17.7(a)**.

#### 17.8 Calculations based on other amounts

If an amount of consideration payable or to be provided under or in connection with this document is to be calculated by reference to:

- (a) any expense, loss, liability or outgoing suffered or incurred by another person (**Cost**), that reference will be to the amount of that Cost excluding the amount of any input tax credit entitlement of that person relating to the Cost suffered or incurred; and
- (b) any price, value, sales, proceeds, revenue or similar amount (**Revenue**), that reference will be to that Revenue determined by deducting from it an amount equal to the GST payable on the supply for which it is consideration.

#### 17.9 No merger

This **clause 17** does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

18 Notices

**18.1 General**

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.

**18.2 How to give a communication**

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address for notices;
- (c) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) sent by email to the party's current email address for notices.

**18.3 Particulars for delivery of notices**

- (a) The particulars for delivery of notices are initially:

**Company:**

Delivery address: 48 Miller Street, Murrarie QLD 4172

Postal address: 48 Miller Street, Murrarie QLD 4172

Email: manning@tritium.com.au

Attention: The Directors

**You:**

Delivery address: *[insert]*

Postal address: *[insert]*

Email: *[insert]*

- (b) Each party may change its particulars for delivery of notices by notice to each other party.

**18.4 Communications by post**

Subject to **clause 18.6**, a communication is given if posted:

- (a) within Australia to an Australian postal address, three Business Days after posting; or
- (b) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after posting.

**18.5 Communications by email**

Subject to **clause 18.6**, a communication is given if sent by electronic mail, when the electronic mail was sent to the addressee's last notified email address, unless the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered to the addressee.

### **18.6 After hours communications**

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

### **18.7 Process service**

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this document may be served by any method contemplated by this **clause 18** or in accordance with any applicable law.

## **19 Governing law and jurisdiction**

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

## **20 General**

### **20.1 Effect of execution**

This document is binding on a party to it even if it is not executed by any other person named as a party.

### **20.2 Construction**

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) 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;
- (f) a reference to documents includes documents whether in hard copy form or stored or transmitted in electronic or other form;
- (g) a reference to consent includes the requirement that the consent must not be unreasonably withheld;

- (h) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
  - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
  - (v) a right includes a benefit, remedy, discretion or power;
  - (vi) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties; and
  - (vii) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions.

### **20.3 Headings**

Headings do not affect the interpretation of this document.

### **20.4 Deed**

This document is a deed. Factors which might suggest otherwise are to be disregarded.

**Executed** as a deed.

**Executed by Tritium DCFC Limited** )  
**ACN 650 026 314** in accordance with )  
section 127 of the *Corporations Act 2001*

\_\_\_\_\_  
Company Secretary/Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of Company Secretary/Director (print)

\_\_\_\_\_  
Name of Director (print)

**Signed sealed and delivered** )  
by **[insert]** in the presence of: )  
)

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Deed of access, insurance and indemnity

---

Tritium DCFC Limited ACN 650 026 314

---

[Officer]

---

Deed of access, insurance and indemnity

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© Corrs Chambers Westgarth

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**Date**

Parties

**Tritium DCFC Limited ACN 650 026 314** of 48 Miller Street, Murarrie QLD 4172 (**Company**)

**[Officer] (Officer)**

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Background

A The Officer has been appointed as an Officer of the Company.

B As a condition of the Officer agreeing to act (either at the date of this deed or any time after the date of this deed) or continuing to act as:

(a) an Officer of the Company; and

(b) an Officer of any Subsidiary of the Company in respect of which the Officer also acts as an Officer,

the Company agrees to indemnify the Officer, provide the Officer with access to the Company Documents, and obtain certain insurance, in each case on the terms set out in this document.

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Agreed terms

1 Definitions

In this document these terms have the following meanings:

**Access Period** The period commencing on the Appointment Date until the later of:

(a) seven years after the expiry or conclusion of the Relevant Period; and

(b) the date on which all Claims, if any, commenced against you during that seven year period are concluded.

**Appointment Date** The date you commenced acting as an Officer of the Company.

---

|                          |   |
|--------------------------|---|
| <b>Board</b>             | The board of directors of the Company.  |
| <b>Business Days</b>     | A day which is not a Saturday, Sunday or bank or public holiday in Queensland.  |
| <b>Chair</b>             | The chair of the Board.   |
| <b>Claim</b>             | Any claim, demand, suit, action, Investigation, proceeding or cause of action commenced or threatened and arising out of you being an Officer of the Company, including threatened proceedings where there is a reasonable prospect of you being involved in the Claim in relation to or emanating from the role as an Officer of the Company.  |
| <b>Company Documents</b> | Documents in written or machine readable form of the Company or to which the Company is a party or which is in the possession of the Company:<br><ul style="list-style-type: none"><li>(a) of which you were the author;</li><li>(b) which you properly had in your possession whilst in office as an Officer of the Company;</li><li>(c) of which the author is a person reporting, directly or indirectly, to you when you were in office as an Officer of the Company;</li><li>(d) which a person reporting, directly or indirectly, to you properly had in his or her possession at the time when you held office as an Officer of the Company.</li></ul> |
| <b>Constitution</b>      | The Company's constitution in effect from time to time.   |
| <b>Corporations Act</b>  | The Corporations Act 2001 (Cth).  |
| <b>D&amp;O Policy</b>    | A contract or contracts of insurance taken out and maintained with a reputable insurance company for your benefit that is designed to insure you against liability for acts or omissions in your role as an Officer of the Company consistent with generally accepted insurance practices at the time the contract of insurance is taken out, to the extent permitted by law.   |
| <b>Group</b>             | The Company and each of its Subsidiaries.   |
| <b>Group Company</b>     | Any entity within the Group.  |
| <b>Investigation</b>     | Any investigation or inquiry, examination, prosecution (whether civil, criminal, administrative or otherwise), including a royal commission, commission of inquiry or parliamentary inquiry involving or relating to the Group.   |
| <b>Liability</b>         | Any liability, costs, damages, fees, expenses, demands, suits, actions, proceedings or claims incurred by you in or arising out of you being an Officer of the Company or acting as an authorised representative of any Group Company, whether or not involving the payment or incurring of an expense.   |

|                               |  |
|-------------------------------|--|
| <b>Officer</b>                | The meaning given in section 9 of the Corporations Act.  |
| <b>Related Body Corporate</b> | The meaning given in section 50 of the Corporations Act.   |
| <b>Relevant Period</b>        | The period commencing on the Appointment Date and ending on the date you cease to act as an Officer of the Company.                    |
| <b>Subsidiary</b>             | The meaning given in section 9 of the Corporations Act and extends to any other company agreed between you and the Company in writing. |
| <b>you</b>                    | The Officer.   |

## 2 Conditions precedent

You agree to substantially comply with your material obligations under this document (including complying with instructions from, giving notice to or otherwise dealing with the Company in accordance with this document). If it is established in relation to a Claim that you have failed to comply with your obligations and the amount payable to you under this document is greater than a reasonable person would assess that it was likely to have been had you otherwise complied with your obligations (taking into account the lost opportunity to take action to mitigate the amount of the Claim), the Company is not liable to pay you to the extent of the difference.

## 3 Indemnity

### 3.1 Indemnity as an Officer of the Company

- (a) Subject to **clause 3.2**, from the Appointment Date (and despite you ceasing to be an Officer of the Company), the Company indemnifies you against any Liability to the maximum extent permitted by law.
- (b) The indemnity in **clause 3.1(a)** includes an indemnity against all reasonable legal costs incurred by you in connection with Claims commenced, or which you reasonably believe may be commenced, provided that nothing in this **clause 3.1** shall entitle you to be indemnified in respect of any legal costs in relation to the retention by you of separate legal counsel other than in the circumstances contemplated in **clause 4.2**.
- (c) Subject to **clause 3.2**, the indemnity in **clause 3.1(a)** covers, to the maximum extent permitted by law, any Liability arising from any action taken by you which is subsequently determined by the Board or a Court

to fall outside of your specific or general delegated authority, provided that such action is undertaken by you in good faith in the course of performing your role as an Officer of the Company or its Related Bodies Corporate.

### 3.2 Limitations of the indemnity

The Company will not indemnify you against:

- (a) a Liability arising out of conduct attributable to a lack of good faith on your behalf;
- (b) a Liability you owe to the Company or any of its Related Bodies Corporate;
- (c) any Liability, Claim or circumstance where to do so would involve a Group Company being in breach of any law;
- (d) a Liability to the extent that to do so would contravene the Constitution;
- (e) legal costs incurred in defending an action for a Liability incurred as an Officer of the Company if the costs are incurred:
  - (i) in defending or resisting proceedings in which you are found to have a Liability for which you could not be indemnified under **clause 3.2(a), (b) or (c)** or which the Company is not otherwise permitted by law to indemnify you;
  - (ii) in defending or resisting criminal proceedings in which you are found guilty;
  - (iii) in defending or resisting proceedings brought by the Australian Securities and Investments Commission or a liquidator for a court order if the grounds for making the order are found by the court to have been established;
  - (iv) in defending or resisting proceedings brought by a Group Company; or
  - (v) in connection with proceedings for relief under the Corporations Act in which the Court denies the relief;
- (f) any Liability for defamation of you, or legal costs incurred in an action for defamation of you, in your role as an Officer of the Company;
- (g) any Liability in connection with you bringing a Claim against the Company or any of its Related Bodies Corporate, or the possibility of you bringing such a Claim; or
- (h) any Liability which you recover under any policy of insurance or from any third party, or which any insurer or other third party satisfies directly.

### 3.3 Payment of indemnified amounts

If you are entitled to be indemnified under this document for a Liability which is due and payable, the Company will pay that amount at your written direction to

discharge the Liability. Payment is to be made within 30 days of the date on which you provide evidence reasonably satisfactory to the Company that:

- (a) you have incurred the Liability; and
- (b) the amount is due and payable,

or within such shorter time provided that you can demonstrate that such a Liability is payable within a shorter time.

### 3.4 Other indemnities and claims

- (a) You are not obliged to make a claim under any other indemnity or contract of insurance before making a claim under this document.
- (b) The indemnity given under this document is in addition to any other indemnity given by the Company to you (whether by agreement, under the Constitution, by legislation or otherwise) but nothing in this document requires the Company to pay more than once in respect of any Liability.

## 4 Rights to independent advice

### 4.1 General advice

Subject to **clause 3.2**, during the Relevant Period you are entitled to seek independent professional advice (including legal, accounting and financial advice) at the Company's cost (subject to the Chair prescribing a reasonable limit on those costs) on any matter connected with the discharge of your responsibilities as an Officer of the Company during the Relevant Period, including reasonable costs incurred by you in obtaining independent legal advice relating to this document, in accordance with the procedures and subject to the conditions set out below:

- (a) you must seek the prior written consent of the Chair who must give that consent promptly subject to the prescription of a reasonable limit on those costs taking into account the nature and materiality of the advice sought or, if you are the Chair, then no consent is required;
- (b) in seeking the prior written consent of the Chair, you must provide details of the:
  - (i) nature of the independent professional advice;
  - (ii) likely cost of seeking the independent professional advice; and
  - (iii) independent adviser you propose to instruct;
- (c) all documents containing or seeking independent professional advice must clearly state that the advice is sought both in relation to the Company and to you in your personal capacity. However, the right to advice does not extend to advice concerning matters of a personal or private nature; and
- (d) the Chair may circulate any independent professional advice received by you to the remainder of the Board provided that the circulation will not constitute a waiver of privilege.

#### 4.2 Advice relating to Claims

If you are entitled to be indemnified under this document, you may engage separate legal or other advisers (other than those advising the Company) to assist you in connection with a Claim. The Company agrees to pay all reasonable legal costs, charges and expenses which you incur in those circumstances if they are incurred:

- (a) before the Company assumes conduct of the Claim;
- (b) with the prior written consent of the Company; or
- (c) in circumstances where the Company has refused to authorise representation or participation by lawyers other than lawyers acting also for the Company and there is a reasonable likelihood that your interests and those of the Company would conflict if the same advisers were to act for both you and the Company.

### 5 Subrogation

#### 5.1 Rights of subrogation

- (a) If the Company acknowledges that you are entitled to be indemnified under this document in respect of a Liability, the Company or any person claiming through the Company (such as the Company's insurers), to the extent permitted by law, is entitled to be subrogated to all your rights and remedies relating to the circumstances in which the Liability arose.
- (b) The Company indemnifies you against any costs awarded against you in any Claim brought by the Company in the exercise of its right of subrogation.

#### 5.2 Control of Claims

- (a) The Company or any person claiming through the Company may:
  - (i) give you directions in relation to; or
  - (ii) take over the conduct of,a Claim in respect of which the Company acknowledges that you are entitled to be indemnified under this document.
- (b) The Company or any person claiming through the Company may exercise its rights in this **clause 5.2**:
  - (i) in your name; or
  - (ii) in its own name.

#### 5.3 Exercise of rights by the Company

- (a) The Company must exercise its rights:
  - (i) reasonably;

- (ii) having regard to the principle that your reputation should not be injured unnecessarily; and
  - (iii) in accordance with **clause 5.4**.
- (b) If the Company takes over the conduct of a Claim, it must keep you fully and progressively informed about the conduct of the Claim and regularly consult with you.
- (c) The obligations of the Company under this **clause 5.3** are subject to the Company's obligations to its insurers.

#### 5.4 Settlement of a Claim

- (a) The Company must not settle a Claim without your prior written approval, or instruct you to do so, unless the Company has first satisfied you that money is available to pay the settlement amount.
- (b) Before the Company may settle or compromise a Claim, the Company must:
- (i) give you notice of its intention to settle or compromise the Claim;
  - (ii) provide you with the proposed terms of settlement or compromise; and
  - (iii) allow you a reasonable period in which you may object to the proposed terms of the settlement or compromise and declare your intention to assume conduct of the Claim.
- (c) If, within the period allowed under **clause 5.4(b)**, you give written notice that you intend to assume conduct of a Claim, the Company must relinquish (or must ensure that any person claiming through it relinquishes) to you the control of the conduct of the Claim (to the extent that the Claim relates to you).
- (d) If control of the conduct of a Claim is relinquished to you in accordance with **clauses 5.4(b) and 5.4(c)**, the liability of the Company under this document in respect of that Claim will not exceed the amount for which the Claim could have been compromised or settled at the time notice was given to you under **clause 5.4(b)** in respect of that Claim together with costs and expenses reasonably incurred by you up to that time.
- (e) The obligations of the Company under this **clause 5.4** are subject to the Company's obligations to its insurers.

#### 5.5 Benefits received by the Company

- (a) The Company must account to you for any benefit it obtains as a result of the exercise of any of its rights under this document to the extent the benefit exceeds the cost of providing the indemnity and exercising those rights.
- (b) If the Company is not subrogated under this **clause 5**, you must account to the Company for any damages recovered by you (to a maximum amount equal to the indemnity payment made to you under **clause 3**).

## 5.6 Your obligations

You must:

- (a) act in accordance with the Constitution;
- (b) notify the Company in writing as soon as reasonably practicable (but no later than five days) after you become aware of:
  - (i) the circumstances of any Claim or circumstance which could reasonably be expected to give rise to a Claim; or
  - (ii) the rejection of a claim by the Company's D&O Policy insurer,for which you may seek or be entitled to an indemnity under this document;
- (c) take such action as the Company or any person claiming through the Company reasonably requests to avoid, dispute, resist, appeal against, compromise or defend any Claim or any adjudication of a Claim;
- (d) not make any admissions in respect of, or settle, any Claim against you in respect of which you are seeking indemnity or may in the future seek indemnity under this document without the Company's prior written consent;
- (e) notify the Company (or any person claiming through the Company) of any offer of settlement or compromise received in respect of a Claim;
- (f) provide any information that the Company or any person claiming through the Company reasonably requests and give to the Company or such other person all necessary and reasonable assistance as the Company or such other person needs to give you directions or to take over the conduct of Claims; and
- (g) do everything reasonable and necessary to enable the Company or any person claiming through the Company to exercise its rights of subrogation and to control Claims in your name as the Company or such other person thinks fit.

## 5.7 Circumstances requiring you to expend your own money

- (a) You are entitled to be reimbursed by the Company for the actual costs you reasonably incur in complying with a direction from the Company under this document (including under **clauses 5.2 and 5.6**).
- (b) You are not required to make any payment before enforcing your rights under this document.

## 5.8 Notification of Claims

The Company must notify you in writing as soon as reasonably practicable after it becomes aware of any Claims relating to, or arising out of, you being an Officer of the Company.

6 Advances

**6.1 Advance to cover costs and expenses**

Subject to **clause 6.2**, the Company shall advance funds to you to meet your reasonable expenses (including legal costs) incurred in connection with defending or resisting Claims before the outcome of those Claims is known. The advance will be on such reasonable terms as the Company thinks fit, including terms relating to interest, repayment, security for the advance and conduct of the Claims.

**6.2 Effect of limitation on ability to advance**

If the Company:

- (a) is not permitted to indemnify you in respect of the expenses referred to in **clause 6.1**, then within 30 days after receipt of a written request from the Company you must repay all funds advanced to you under **clause 6.1**; or
- (b) is permitted to indemnify you in respect of the expenses referred to in **clause 6.1**, the amount advanced must be set-off from the amount that the Company is required to pay to you under the indemnity given by this document.

7 Repayment

**7.1 Circumstances requiring repayment**

You must immediately (and no later than 30 days after relevant receipt, payment or subsequent finding under this clause) repay to the Company in part or in full as appropriate any amount paid to you under this document if:

- (a) you receive money or are reimbursed under the D&O Policy or other contract or insurance, or otherwise from any third party, in respect of the matters the subject of the payment or advance from the Company under this document;
- (b) an insurer or other third party satisfies directly any amount the subject of the payment or advance from the Company under this document;
- (c) it is subsequently found (whether as a result of an appealed decision or otherwise) that the Company could not under this document or otherwise by law indemnify you or provide an advance to you for such amount; or
- (d) a court of competent jurisdiction determines that you are not entitled to be indemnified or to receive an advance from the Company for such amount.

**7.2 Notification**

You must immediately notify the Company upon the occurrence of any of the circumstances which require you to make a repayment described in **clause 7.1**.

8 Company Documents

**8.1 Access to the Company Documents**

- (a) If reasonably requested to do so during the Access Period, the Company must ensure that you are provided with access to those Company Documents you require:
  - (i) to enable you to carry out your duties as an Officer of the Company;
  - (ii) to obtain legal advice concerning a Claim;
  - (iii) for the purpose of defending a Claim; and
  - (iv) in connection with your appearance concerning Claims.
- (b) The Company must provide you with copies of the Company Documents if you request that the Company do so without charge within 14 days.
- (c) The rights granted to you by this **clause 8.1** can be satisfied by the Company providing you with copies of the Company Documents except where you have demonstrated a reasonable need for you to be provided with original documents.

**8.2 Request for access and copies of Company Documents**

You may make a request for access to or copies of Company Documents in writing addressed and given to the Chair (or if you are the Chair no request need be made). The written request must:

- (a) include particulars of the Company Documents required by you; and
- (b) state the purpose for which the requested Company Documents are required.

**8.3 Your obligations**

You agree to use the Company Documents to which you are granted access or copies only for the purpose you have specified in your written request provided under **clause 8.2**.

**8.4 Ownership**

Ownership of the Company Documents remains with the Company. The Company may recall any Company Documents or copies given to you at any time.

**8.5 Return of Company Documents**

When requested by the Company to do so you will as soon as practicable return any Company Documents in your possession or control to the Company.

**8.6 Security of Company Documents**

You must keep all Company Documents and copies in your possession in a secure place and ensure that they remain confidential and not disclosed to any third party other than:

- (a) if the Company has given its prior written consent (which shall not be unreasonably withheld, delayed or conditioned);

- (b) as required by law;
- (c) if the disclosure is made for the purpose of obtaining professional advice; or
- (d) if the disclosure is made for the purpose of defending, appealing, commencing or settling a Claim, and you have used your best endeavours to maintain the confidentiality of the Company Documents.

### 8.7 Privilege

- (a) If the Company Documents contain any advice to which legal professional privilege may attach, you are only entitled to have access on condition that you do not, by your own actions or that of your employees, agents or advisors, waive that privilege except for the sole purpose of defending yourself in legal proceedings.
- (b) Subject to **clause 8.8(a)**, the Company's grant to you of access to documents over which any Group Company claims legal professional privilege does not amount to an express or implied waiver by the Group Company of its claim to legal professional privilege against persons other than you.
- (c) If you become entitled or are required to disclose any Company Documents you must notify the Company of the intended disclosure and take all steps reasonably requested by the Company (including to procure that any of your employees, agents or advisors take such necessary steps) to avoid waiving any legal professional privilege attaching to the Company Documents except for the sole purpose of defending yourself in legal proceedings.

### 8.8 Interaction with other rights

This **clause 8** does not limit any right of access you otherwise have to Company Documents independently of this document (including under the Corporations Act or otherwise).

## 9 Insurance

### 9.1 D&O Policy

- (a) During the Access Period the Company must, so far as a D&O Policy is reasonably available on reasonable commercial terms, maintain or procure the maintenance of a D&O Policy.
- (b) You acknowledge that the negotiation of the terms of the D&O Policy may:
  - (i) involve the insurer varying the terms of the insurance policy offered which, if accepted by the Company, may provide less coverage or less favourable coverage for you;

- (ii) involve the Company deciding, acting reasonably, to balance the proposed level of premiums against the terms offered; or
- (iii) result in the Company deciding to accept varied terms or to change insurers.

## 9.2 Your obligations

You agree:

- (a) to do anything the Company reasonably requires to enable the Company to take out and maintain the D&O Policy in accordance with this **clause 9**; and
- (b) to comply at all times with all your obligations under the D&O Policy, including reporting claims, and circumstances which could give rise to a claim.

## 9.3 Contravention of law

The Company is not obliged to take out or maintain any contract of insurance referred to in this **clause 9** where to do so would contravene any law, provided that in respect of any current policy the Company must give you notice of its intention to terminate that policy.

## 9.4 Premiums

To the extent that any portion of the premium for any contract of insurance referred to in this **clause 9** must not by law be paid by the Company or any member of the Group, the Company must give you notice of, and a reasonable opportunity to contribute to, that part of the additional premium which it is unable to pay (if required for the policy to be effective).

## 9.5 Details of policies

If requested by you, the Company must provide you, without cost and within a reasonable time after the request, with a copy of each certificate of currency in respect of any contract of insurance referred to in this **clause 9**. The Company will also, if requested by you, provide you with copies of the policies relevant to those certificates of currency.

## 9.6 Cancellation of policies

The Company must notify you in writing if the D&O Policy is cancelled or not renewed.

## 10 Group Companies

### 10.1 Acceding member

- (a) The Company must use its best endeavours to ensure that any entity in the Group of which you are an Officer accedes to the terms of this document by notice in writing delivered to the Board (**Acceding Member**).

- (b) Upon an Acceding Member acceding to this document, references in this document to the Company are to be taken to be a reference to that Acceding Member.

## 10.2 Company guarantee

The Company will guarantee all of the obligations of an Acceding Member under this document. This guarantee terminates upon the Acceding Member ceasing to be a Subsidiary of the Company.

## 11 Disclosure

Full particulars of the indemnities and contracts of insurance that are required under this document may be included in the Company's directors' and officers' interests register and may be included in the Company's annual report and in regulatory filings filed by the Company.

## 12 Company's general law rights

The Company's rights in this document are in addition to its rights under the general law (including rights under the general law that relate to matters dealt with by this document).

## 13 Variation of document

No provision of this document or right conferred by it can be varied except in writing by the parties.

## 14 Further acts

Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document) that the other party may reasonably require to give full effect to this document.

## 15 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising the right) operates as a waiver of right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and

- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

16 Operation of this document

- (a) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person has.
- (b) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of the document.

17 GST

**17.1 Construction**

In this **clause 17**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (c) references to GST payable and input tax credit entitlements include:
  - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
  - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

**17.2 Consideration GST exclusive**

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST (**GST-exclusive consideration**).

**17.3 Payment of GST**

If GST is payable on any supply made by:

- (a) a party; or

- (b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts, (**Supplier**) under or in connection with this document, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

#### 17.4 Timing of GST payment

The amount referred to in **clause 17.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

#### 17.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 17.3**.

#### 17.6 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under **clause 17.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

#### 17.7 Reimbursements

- (a) Where a party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.
- (b) This **clause 17.7** does not limit the application of **clause 17.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 17.7(a)**.

#### 17.8 Calculations based on other amounts

If an amount of consideration payable or to be provided under or in connection with this document is to be calculated by reference to:

- (a) any expense, loss, liability or outgoing suffered or incurred by another person (**Cost**), that reference will be to the amount of that Cost excluding the amount of any input tax credit entitlement of that person relating to the Cost suffered or incurred; and
- (b) any price, value, sales, proceeds, revenue or similar amount (**Revenue**), that reference will be to that Revenue determined by deducting from it an amount equal to the GST payable on the supply for which it is consideration.

### 17.9 No merger

This **clause 17** does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

## 18 Notices

### 18.1 General

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.

### 18.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address for notices;
- (c) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) sent by email to the party's current email address for notices.

### 18.3 Particulars for delivery of notices

- (a) The particulars for delivery of notices are initially:

**Company:**

Delivery address: 48 Miller Street, Murrarie QLD 4172

Postal address: 48 Miller Street, Murrarie QLD 4172

Email: manning@tritium.com.au

Attention: The Directors

**You:**

Delivery address: [insert address of officer]

Postal address: [insert address of officer]

Email: [insert email address of officer]

- (b) Each party may change its particulars for delivery of notices by notice to each other party.

### 18.4 Communications by post

Subject to **clause 18.6**, a communication is given if posted:

- (a) within Australia to an Australian postal address, three Business Days after posting; or

- (b) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after posting.

#### **18.5 Communications by email**

Subject to **clause 18.6**, a communication is given if sent by electronic mail, when the electronic mail was sent to the addressee's last notified email address, unless the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered to the addressee.

#### **18.6 After hours communications**

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

#### **18.7 Process service**

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this document may be served by any method contemplated by this **clause 18** or in accordance with any applicable law.

#### **19 Governing law and jurisdiction**

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

#### **20 General**

##### **20.1 Effect of execution**

This document is binding on a party to it even if it is not executed by any other person named as a party.

##### **20.2 Construction**

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;

- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) 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;
- (f) a reference to documents includes documents whether in hard copy form or stored or transmitted in electronic or other form;
- (g) a reference to consent includes the requirement that the consent must not be unreasonably withheld;
- (h) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
  - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
  - (v) a right includes a benefit, remedy, discretion or power;
  - (vi) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties; and
  - (vii) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions.

### 20.3 Headings

Headings do not affect the interpretation of this document.

### 20.4 Deed

This document is a deed. Factors which might suggest otherwise are to be disregarded.

**Executed** as a deed.

**Executed by Tritium DCFC Limited** )  
**ACN 650 026 314** in accordance with )  
section 127 of the *Corporations Act 2001* )

\_\_\_\_\_  
Company Secretary/Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of Company Secretary/Director  
(print)

\_\_\_\_\_  
Name of Director (print)

**Signed sealed and delivered** )  
by **[insert name of officer]** in the )  
presence of: )

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Deed of access, insurance and indemnity

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Tritium DCFC Limited of our report dated September 24, 2021 relating to the financial statements of Tritium Holdings Pty Ltd, which appears in Tritium DCFC Limited's Registration Statement on Form F-4, as amended (File No. 333-259793).

/s/ PricewaterhouseCoopers  
Brisbane, Australia  
February 11, 2022

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 30, 2021, relating to the financial statements of Decarbonization Plus Acquisition Corporation II which is contained in that Prospectus. We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ WithumSmith+Brown, PC

New York, New York  
February 11, 2022

## Calculation of Filing Fee Tables

Form S-8  
(Form Type)Tritium DCFC Limited  
(Exact name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

|                 | Security Type | Security Class Title   | Fee Calculation Rule        | Amount Registered <sup>(1)</sup> | Proposed Maximum Offering Price Per Unit | Maximum Aggregate Offering Price | Fee Rate  | Amount of Registration Fee |
|-----------------|---------------|--|-----------------------------|----------------------------------|--|----------------------------------|-----------|----------------------------|
| Fees to be Paid | Equity        | Ordinary shares, no par value, Tritium Technologies, LLC Shadow Equity Employee Plan | Rule 457(h)                 | 625,586 <sup>(2)</sup>           | \$10.00 <sup>(6)</sup>                   | \$6,255,860.00                   | 0.0000927 | \$579.92                   |
| Fees to be Paid | Equity        | Ordinary shares, no par value, Tritium Technologies B.V. Shadow Equity Employee Plan | Rule 457(h)                 | 747,739 <sup>(3)</sup>           | \$10.00 <sup>(6)</sup>                   | \$7,477,390.00                   | 0.0000927 | \$693.15                   |
| Fees to be Paid | Equity        | Ordinary shares, no par value, Tritium Pty Ltd Shadow Equity Employee Plan           | Rule 457(h)                 | 729,801 <sup>(4)</sup>           | \$10.00 <sup>(6)</sup>                   | \$7,298,010.00                   | 0.0000927 | \$676.53                   |
| Fees to be Paid | Equity        | Ordinary shares, no par value, Tritium DCFC Limited Long Term Incentive Plan         | Rule 457(c) and Rule 457(h) | 6,438,263 <sup>(5)</sup>         | \$6.86 <sup>(7)</sup>                    | \$44,166,484.18                  | 0.0000927 | \$4,094.23                 |
|                 |               | Total Offering Amounts   |                             |                                  | —  | \$65,197,744.18                  | —         | \$6,043.83                 |
|                 |               | Total Fees Previously Paid   |                             |                                  | —  | —                                | —         | —                          |
|                 |               | Total Fee Offsets  |                             |                                  | —  | —                                | —         | —                          |
|                 |               | Net Fee Due  |                             |                                  | —  | —                                | —         | \$6,043.83                 |

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement on Form S-8 (this “Registration Statement”) shall also cover any additional ordinary shares of Tritium DCFC Limited (the “Registrant”), no par value (“Ordinary Shares”) that become issuable under the Tritium Technologies, LLC Shadow Equity Employee Plan (the “U.S. Shadow Plan”), Tritium Technologies B.V. Shadow Equity Employee Plan (the “Dutch Shadow Plan”), Tritium Pty Ltd Shadow Equity Employee Plan (the “Australian Shadow Plan”) and the Tritium DCFC Limited Long Term Incentive Plan (the “Incentive Plan”) by reason of any share dividend, share split, recapitalization or similar transaction effected without the Registrant’s receipt of consideration which would increase the number of Ordinary Shares on issue. In addition, pursuant to Rule 416(c) under the Securities Act, this Registration Statement also covers an indeterminate amount of interests to be offered or sold pursuant to the employee benefit plans described herein.
- (2) Represents up to 625,586 Ordinary Shares to be issued to plan participants pursuant to the U.S. Shadow Plan.
- (3) Represents up to 747,739 Ordinary Shares to be issued to plan participants pursuant to the Dutch Shadow Plan.
- (4) Represents up to 729,801 Ordinary Shares to be issued to plan participants pursuant to the Australian Shadow Plan.
- (5) Represents 6,438,263 Ordinary Shares issuable to plan participants pursuant to the Incentive Plan.
- (6) Pursuant to Rule 457(h) promulgated under the Securities Act, the offering price per share and the aggregate offering price for Ordinary Shares registered for issuance under the U.S. Shadow Plan, the Dutch Shadow Plan and the Australian Shadow Plan are based on \$10.00 per share, which is the price per Ordinary Share at which participants under such plans were entitled to receive Ordinary Shares pursuant to the terms of such plans.
- (7) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h) and Rule 457(c) promulgated under the Securities Act. The offering price per share and the aggregate offering price for Ordinary Shares reserved for future issuance under the Incentive Plan are based on the average of the high (\$7.00) and low (\$6.71) prices of Ordinary Shares on the Nasdaq Global Market on February 7, 2022, which date is within five business days prior to the filing of this Registration Statement.