NRW Holdings Limited
ACN 118 300 217

TERMS & CONDITIONS OF THE NRW HOLDINGS LIMITED PERFORMANCE RIGHTS PLAN

1 INTRODUCTION

1.1 Name of the Plan

This Plan is called the "NRW Holdings Limited Performance Rights Plan".

1.2 Object of the Plan

The object of the Plan is to:

(a) provide Participants with an incentive plan which recognises their ongoing contribution to the achievement by NRW of long term strategic goals;
(b) establish an employee share scheme as stated in clause 1.3 which is eligible for relief from the disclosure requirements in Part 7.9 of the Corporations Act under an ASIC instrument ("ASIC Instrument");
(c) align the interests of Participants with Security Holders through the sharing of a personal interest in the future growth and development of NRW as represented in the price of NRW Securities; and
(d) provide a means of attracting and retaining skilled and experienced employees.

1.3 Tax

This Plan is a Plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in that Act).

2 DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

In these Terms & Conditions unless the context otherwise requires:

"**Administrator**" means any person engaged by the Board to carry out the day-to-day administration of the Plan as contemplated by clause 8.2(f).

"**Applicable Law**" means any one or more or all, as the context requires, of:

(a) the Corporations Act;
(b) the Listing Rules;
(c) the Constitution;
(d) the Tax Act;
(e) any practice note, policy statement, class order, declaration, guideline, policy, procedure, ruling or other guidance note made to clarify or expand (a), (b), (c) or (d) above; and
(f) any other legal requirement that applies or may apply to the Plan.

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

"**ASX Settlement Operating Rules**" means the operating rules of ASX Settlement Pty Limited ABN 49 008 504 532.

"**ASX**" means ASX Limited ABN 98 008 624 691 or the market conducted by it. NRW Holdings Limited Performance Rights Plan Terms & Conditions.

"**Board**" means the board of directors of NRW or a person to whom any authority has been delegated under clause 8.2(d).

"**Business Day**" means a day as defined in Chapter 19 of the ASX Listing Rules.

"**Constitution**" means the Constitution of NRW.

"**Control**" of an entity means having the right:

(a) to vote 50% (or more) of the votes that can be cast on the election or removal of the entity's directors;
(b) to appoint or remove directors who possess 50% (or more) of the votes exercisable by all directors of the entity; or
(c) to 50% (or more) of the profits or distributions of the entity or of its net liquidation proceeds.

"**Control Event**" means any of the following:

(a) an offer is made by a person for all of the ordinary shares of NRW (or any part as is not at the time owned by the offeror or any associate of the offeror) and after announcement of the offer the offeror (being a person who did not Control NRW prior to the offer) acquires Control of NRW and the offer becomes unconditional; or
(b) any other event which the Board reasonably considers has the characteristics of and should be regarded as a Control Event in respect of NRW.

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

"**Date of Registration**" means with respect to a Right, the date that the Right is granted to the Participant, as determined by NRW and in respect to Securities means the date of allotment or recording of the Participant in the register of members under the ASX Settlement Operating Rules.

"**Eligible Employee**" means any employee or executive director of the Group whom the Board decides in its absolute discretion is eligible to be invited to receive a grant of Rights in the Plan from time-to-time and who is not prohibited from participating in the Plan by virtue of these Terms & Conditions.

"**Grant Date**" means the date determined by the Board and specified in the Invitation being either:

(a) the date on which the Rights will be allotted; and/or
(b) the basis on which the date on which the Rights will be acquired is to be determined.

"**Group**" means NRW and its Related Bodies Corporate.

"**Invitation**" means an invitation under clause 3.1.

"Legal Personal Representative" means:

(a) the executor of the will or an administrator of the estate of a deceased person;
(b) the trustee of the estate of a person under a legal disability; or
(c) any beneficiary of the estate of the deceased person as nominated by the executor, administrator or trustee.

"**Listing Rules**" means the official listing rules of the ASX as they apply to NRW.

"**Market Value**" has its ordinary meaning as determined in the unfettered discretion of the Board.

"**NRW**" means NRW Holdings Limited ACN 118 300 217.

"**Offer**" means an offer by NRW to an Eligible Employee to participate in the Plan as set out in an Invitation.

"**Participant**" means a person who is the holder of a Right under this Plan and includes, as applicable, the Legal Personal Representative of the person.

"**Performance Conditions**" means the performance measures, hurdles and tenure conditions (if any) contained within the Rules that must be satisfied before a Right may vest and convert to Securities, and may include but are not limited to financial measures relevant to the whole or part of the Group, targets or performance indicators personal to the Participant and safety measures.

"**Performance Period**" means the period contained in the Rules for satisfaction of the Performance Conditions.

"**Permanent Disability**" means the inability, by reason of physical condition, mental illness or accident, of the Participant to perform substantially all of the duties of the position in which the Participant has been employed or appointed (as determined by the Board).

"**Plan**" means the NRW Holdings Limited Performance Rights Plan established and operated in accordance with these Terms & Conditions (and for the avoidance of doubt, also in accordance with any additional Terms & Conditions made pursuant to clause 8.2(a) and any Rules made pursuant to clause 12).

"**Qualifying Event**" means, in relation to a Participant, the cessation of employment of the Participant with the Group due to his or her death or Permanent Disability or otherwise in circumstances that the Board determines is a "Qualifying Event", or subject to the Rules, retrenchment by reason of redundancy.

"**Reconstruction**" means any consolidation, subdivision, reduction, capital return, share split, buy back or cancellation or other change in the existing capital of NRW.

"**Related Bodies Corporate**" means a wholly owned subsidiary or entity controlled by NRW.

"**Right**" means a right granted under this Plan to acquire one Security on conversion of the Right where such conversion is permitted by and in accordance with this Plan.

"**Rules**" means the rules made by the Board pursuant to clause 12 and for the avoidance of all doubt includes any terms or conditions to the Rights as contained within any Invitation.

"**Securities**" means fully paid ordinary shares in NRW.
"**Security Holder**" means a holder of Securities in NRW.

"**Tax Act**" means the Income Tax Assessment Act 1936 (Cth), the Income Tax Assessment Act 1997 (Cth) and any amendments thereto or any additional legislation as it applies to employee share schemes as defined under the Tax Act.

"**Tax**" includes any tax (whether direct or indirect), levy, impost, deduction, charge, rate, contribution, duty or withholding which is assessed (or deemed to be assessed), levied, imposed or made by any government or any governmental, semi-governmental or judicial entity or authority together with any interest, penalty, fine, charge, fee or other amount assessed (or deemed to be assessed), levied, imposed or made on or in respect of any or all of the foregoing.

"**Terms & Conditions**" means these terms and conditions governing the Plan as amended from time to time, and for the avoidance of doubt, includes any additional Terms and Conditions made pursuant to clause 8.2(a).

"Third Party Right" means:

(a) any third party interest, including a mortgage, charge, assignment by way of security, lien, pledge, hypothecation, title retention arrangement, preferential right or a trust or equity arrangement, a right of any person to purchase or use an asset (including under an option or agreement to purchase);
(b) any arrangement having a commercial effect equivalent to anything in (a); and
(c) any agreement to create an interest described in (a) or an arrangement described in (b).

"**Threshold Hurdle**" means any hurdle test or tests included in any Invitation that, when applied, determine in respect of any grant of Rights the number of such Rights that will become eligible to vest (if any) and the number of such Rights that will lapse (if any) after application of those tests.

"**Vesting Date**" means the date on which a Right may vest as specified under the Rules or as amended by the Board under these Terms & Conditions, and if that date falls on a non Business Day, the Vesting Date shall be the next Business Day.

2.2 Interpretation

In these Terms & Conditions unless the contrary intention appears:

(a) the term "acquired" in relation to Securities, and grammatical variations of that terms, where used in these Terms & Conditions, refer to Securities being transferred or allotted, as the case may be;
(b) the singular includes the plural and vice versa;
(c) reference to a person includes the legal representative of that person and also bodies corporate, unincorporated associations and other legal entities recognised by law;
(d) a reference to any legislation, policy or class order or to a provision of any legislation, policy or class order includes any modification or re-enactment of it, any provision substituted for it and all regulations and statutory instruments issued under it;
(e) the expressions "including", "such as" and similar words or expressions are not words or expressions of limitation;
(f) where any word or phrase is defined in these Terms & Conditions, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
(g) where the Terms & Conditions require or envisage that something will occur or be done on a certain day and that day is not a Business Day, that thing may occur or be done on the next Business Day;

(h) a reference to a clause is a reference to a clause of these Terms & Conditions;
(i) these Terms & Conditions are to be interpreted in a manner that is consistent with the objects of the Plan stated in clause 1.2; and
(j) this Plan is intended to comply with the tax deferral conditions of the employee share scheme provisions set out in the Tax Act and in the event of any ambiguity, these Terms & Conditions and Rules are to be interpreted so that the Plan complies with the tax deferral conditions set out in the Tax Act.

2.3 Headings

Headings in this document are for convenience only and do not affect its meaning.

Omission of certain provisions

If (but for this clause) a provision of this document would be illegal, void or unenforceable or contravene the law, this document is to be interpreted as if the provision was omitted.

3 OPERATION OF THE PLAN

3.1 Invitation to participate

Subject to these Terms & Conditions, the Board may from time to time invite an Eligible Employee to participate in the Plan and grant Rights to an Eligible Employee, as part of the Eligible Employee's remuneration.

3.2 Form of Invitation

An Invitation may be in such form and content as the Board determines, including, if applicable:
(a) The Threshold Hurdle (if any);
(b) The Performance Period (if any);
(c) The Performance Conditions (if any); and,
(d) The Vesting Date.

3.3 Rights subject to the Plan

Rights will at all times be subject to these Terms & Conditions and the Rules.

3.4 Binding nature of these Terms & Conditions

The Plan shall operate in accordance with these Terms & Conditions, which binds NRW and each Participant.

3.5 Issue or On-Market Acquisition of Securities

Any Securities to be acquired by a Participant on conversion of a Right under the Plan may be delivered to a Participant at the absolute discretion of the Board, by either the issue to or transfer of Securities to the Participant, or a combination thereof.

3.6 Ranking of Securities

Securities delivered under the Plan (upon conversion of Rights) will rank equally with all existing Securities on and from the Date of Registration in respect of all Security holder entitlements (including rights issues, bonus issues and dividends) which have a record date for determining entitlements on or after the Date of Registration.

3.7 Maximum Number Rights

Subject to the ASIC Instrument (as applicable), the maximum number of Rights that may be granted at any time is as follows: Securities on issue at Grant Date x 5% minus Rights issued before the Grant Date that at the Grant Date have not lapsed or been forfeited or vested and converted to Securities

3.8 Quotation of Securities and Rights

(a) If Securities acquired under the Plan are not quoted on the official list of ASX, NRW must apply for quotation of those Securities on the official list of ASX, or an alternative public securities exchange, as soon as practicable after the allotment of those Securities. NRW Holdings Limited Performance Rights Plan Terms & Conditions
(b) Rights will not be quoted on the ASX or any other public securities exchange.

4 LIMITATIONS ON OFFERS OF RIGHTS

4.1 Overriding Restrictions

Notwithstanding anything else in these Terms & Conditions, the Plan must be operated in accordance with the Constitution, any Applicable Law, the Listing Rules and the ASX Settlement Operating Rules.

4.2 No assignment

Unless the Board determines otherwise, a Participant must not assign to any other person any of their legal or equitable rights to Rights held under the Plan, except a Participant's Legal Personal Representative to be delivered Securities upon conversion of Rights.

4.3 Third Party Interests over Rights

Participants must not grant any Third Party Interest over or otherwise deal with any Right or Securities to which a Right may convert or in any way hedge or otherwise limit their exposure to loss of the Right or reduction in value of the Security to which the Right may convert.

4.4 Expiry or Lapse of Rights

Rights of a Participant will expire or lapse in accordance with the Rules on the earlier of:

(a) The application of any Threshold Hurdle to the extent that the Rules specify if any Threshold Hurdle is not met;
(b) a Vesting Date to the extent that the Rules specify if the Performance Conditions applied or tested on that Vesting Date are not satisfied;
(c) a Control Event occurring:
    i. to the extent that any Rights are not eligible to vest on a Control Event occurring; and
    ii. in respect of any Rights that are eligible to vest on a Control Event occurring, to the extent that the Rules specify if the Performance Conditions applied or tested on the date on which that Control Event occurs are not satisfied;
(d) a Reconstruction, but only to the extent that there is a requirement under clause 7.3 to reduce the number of Rights;
(e) the termination or resignation of employment of a Participant, subject to a determination of the Board under clause 6.4;
(f) the Participant undertaking any action that is prohibited by these Terms and Conditions or by the Rules, unless approved by the Board; or
(g) any other event or act or omission as determined by the Board in its absolute discretion.

4.5 Effect of Expiry or Lapse

On the expiry or lapse of a Right, all rights of a Participant under the Plan in respect of that Rights cease and no consideration or compensation will be payable for or in relation to that expiry or lapse of the Right.

5 STATEMENT

NRW or its agent must maintain a register of Rights and provide, or make available to a Participant:
(a) A statement or other record of Rights held at the time of each grant of Rights and on conversion, expiry or lapse of Rights; and
(b) A holding statement for Securities allotted on conversion of Rights supplied in accordance with the ASX Settlement Operating Rules.

6 VESTING AND CONVERSION OF RIGHTS

6.1 No Interest

A grant of Rights does not confer any legal or equitable interests in Securities until the conversion of the Rights to Securities.

6.2 Achievement of Performance Conditions

The Board may, in its absolute discretion, determine that Rights vest or do not vest:

(a) based on the application of the performance Conditions and the Rules; or
(b) for other reasons that the Board considers in its discretion are appropriate despite the Performance Conditions being satisfied.

6.3 Vesting and Conversion

Rights which have not expired or lapsed under clause 4.4 will on the latter of the Vesting Date or the date of the determination by the Board as to the satisfaction of any Performance Conditions, vest and, subject to the Rules, the Rights will convert and NRW, will at the election of the Board issue, or procure the purchase or transfer of and deliver, to a Participant the number of Securities equal to the number of Performance Rights held by that Participant that convert under the terms of this Plan.

6.4 Qualifying Reason

Subject to clause 7.4, the Board may, either at its discretion or as it may have prescribed in the Rules, on or after the occurrence of a Qualifying Event, vary the Vesting Date or waive or vary any Performance Conditions or Performance Period or a combination thereof to allow the vesting and conversion, expiry or lapse, of Rights.

7 PRO RATA ISSUES, RECONSTRUCTIONS OF CAPITAL, TAKEOVERS AND TERMINATION BENEFITS

7.1 No Right as Participant to Participate in Issues

A Participant is not entitled, by virtue of any Rights that it holds, to participate in:
(a) new issues of Securities to Security Holders;
(b) bonus issues of Securities or other securities to Security Holders; or
(c) any pro-rata issue of Securities to Security Holders.

7.2 Participant rights as Security Holder

To the extent that the Participant or any party related to the Participant is a Security Holder, the Participant is entitled to participate, and nothing in these Terms and Conditions or the Plan prohibits the Participant from participating, subject always to any applicable laws or Listing Rules, in any event of the nature listed in paragraphs (a), (b) or (c) of clause 7.1.

7.3 Reconstructions

In the event of any Reconstruction the number of Securities that may be acquired by each Participant on the conversion of any Rights must be adjusted equivalently such that each Right will convert into one Security and the proportion of Securities into which the total number of Rights convert will be the same taking into account the number of Securities on issue after such Reconstruction (Adjustment). Such Adjustment shall be affected in a manner that does not result in any additional benefits being conferred on Participants that are not conferred on Security Holders.

Notwithstanding any other provision of these Terms & Conditions, the terms of the Rights will be changed to comply with the Listing Rules applicable to a Reorganisation at the time of the Reorganisation.

7.4 Control Event

If there is a Control Event, the Board shall, subject to the Listing Rules give written notice to each Participant as soon as is practically possible after the occurrence of the Control Event that states:

(a) The date on which the Control Event occurred;
(b) The total number of Rights that the Participant held on the date on which the Control Event occurred, and from that number of Rights:
    i. The number of Rights that, according to the Rules, expire or lapse due to the Control Event occurring; and consequently
    ii. The number of Rights that are eligible to vest (being the balance of the total number of Rights held by that Participant on the date on which the Control Event occurred) (Control Event Eligible Rights); and
    iii. In respect of the Control Event Eligible Rights, how many of the Control Event Eligible Rights will vest based on the Board's application of the Performance Conditions to the Control Event Eligible Rights, and consequently how many of those Control Event Eligible Rights will expire or lapse (being the balance of the Control Event Eligible Rights).

7.5 Termination Benefits

Nothing in these Terms and Conditions authorises the Board to provide any benefit to a Participant that, without Security Holder approval, would be prohibited under the Corporations Act or the Listing Rules.

8 ADMINISTRATION OF THE PLAN

8.1 Amendment

Subject to clause 4.1, these Terms & Conditions may be amended at any time and from time to-time by the Board.

8.2 Powers of the Board

Subject to clause 4.1, the Plan will be managed by the Board, which will have power to:

(a) make and amend existing and/or additional Terms & Conditions and/or procedures for the operation, control and administration of the Plan and any matter incidental to the Plan;
(b) resolve conclusively all questions of fact or interpretation arising in connection with the Plan or the application of the Rules;
(c) determine matters falling for determination in connection with the Plan or the Rules;
(d) delegate to any one or more persons (for such period and on such conditions as it may determine) the exercise of any of its functions, powers or discretions arising under the Plan;
(e) establish a trust, if required, to acquire, hold and deliver Securities under the Plan, the establishment of a trust to be governed by a separate trust deed;
(f) appoint (and remove) an Administrator to administer the Plan and determine the terms and conditions of the Administrator's appointment (and removal), the appointment (and removal) of an Administrator to be governed by a separate agreement; and
(g) delegate to the Managing Director or the Chairman of the Board the authority to approve in writing the taking of such action as may be reasonably necessary or desirable to implement or effect the Plan (and where the action involves the Managing Director's interests in Securities, the Chairman is delegated authority to approve in writing the action and the Managing Director is precluded from receiving or acting upon any such delegation), including without limitation:
    i. determining the method of allocation of Securities (as the case may be) for the purposes of Clause 3.5 or Securities under Clause 6.3; and
    ii. should Securities be acquired on-market in accordance with Clause 3.5, authorising the purchase (on-market) of the Securities and causing their registration in the name of each Participant.

8.3 Discretion

A determination, decision, approval or opinion of the Board under these Terms & Conditions (or any additional Terms & Conditions made under clause 8.2(a) or Rules made under clause 12) is in the absolute unfettered discretion of the Board.

8.4 Decision Final

The determination, decision, approval or opinion of the Board in respect of any matter relating to the Plan or the Rules will be final. Any calculations or adjustments which are required to be made under the Plan or the Rules will be made by the Board and will, in the absence of manifest error, be final and conclusive and binding on the Participants.

8.5 Commencement of Plan

The Plan will take effect on and from 1 July 2019

8.6 Termination or suspension of Plan

The Board may terminate or suspend the operation of the Plan at any time, provided that termination or suspension does not affect or prejudice a Participant's Rights or rights under the Plan existing at that time.

8.7 Termination or suspension of Participant

The Board may terminate or suspend the participation of a Participant in the Plan at any time.

8.8 Disclosure of Information

NRW and/or the Administrator may disclose such information of a Participant as required by the Tax Act to any relevant government authority including, without limitation a Participant's tax file number and number or value of Rights granted and/or vested or Securities acquired under clause 6.2.

9 EMPLOYMENT RIGHTS

9.1 No entitlements

If the Plan or the participation of a Participant is terminated or suspended at any time under clause 8.6 or clause 8.7, no compensation under any employment contract will arise as a result. Participation in the Plan in one year does not give rise to any entitlement to participate in the Plan in any subsequent year.

9.2 No right to acquire Securities

Participation in the Plan does not confer on any Participant any right to acquire Securities under the Plan, other than under and in accordance with the Plan and the Rules.

9.3 Calculation of employee benefits

The value of Rights or Securities (as the case may be) allocated under the Plan does not increase a Participant's income for the purpose of calculating any employee benefits.

9.4 No right to future employment

Participation in the Plan does not confer on any Participant any right to continue as an employee of the Group.

9.5 Termination of employment

Participation in the Plan does not affect any rights which the Group may have to terminate the employment of any Participant. Nothing in the Terms & Conditions, including participation in the Plan, may be used to increase damages in any action brought against the Group in respect of any termination of employment with the Group.

9.6 Security holder entitlements

Rights do not confer on the Participant that holds those Rights any benefit or entitlement other than as stated in these Terms and Condition or the Rules. There is no entitlement to dividends on Rights or to any entitlements attaching to Securities.

10 NOTICES

10.1 Notice to Participants

Any notice or direction given under these Terms & Conditions is validly given to a Participant if it is handed to the Participant concerned or sent by ordinary prepaid post to the Participant's last known address or sent to the email address last notified by the Participant or if no such address is notified then the Participant's NRW email address.

10.2 Notice to NRW

Any notice given by a Participant to NRW under these Terms & Conditions must be given in writing and delivered to the Company Secretary of NRW Holdings Limited by hand, post or by email and if by email to the NRW email address of the Company Secretary.

10.3 Receipt of notices

Notices are taken to be received:

(a) if hand delivered, on delivery;
(b) if sent by prepaid post, five Business Days after the date of posting;
(c) if by electronic mail, when the electronic communication enters the recipient's information system(s).

11 PLAN COSTS AND EXPENSES

11.1 Costs of NRW

Subject to clauses 11.2 and 11.3, unless otherwise determined by the Board, NRW must pay all costs relating to the establishment and operation of the Plan, including all costs and expenses in relation to the delivery of the Rights and/or Securities except that NRW is not responsible for any Taxes which may become payable by a Participant in connection with the Rights or Securities (as the case may be) or any other dealing with the Rights or Securities (as the case may be).

11.2 Costs of Participants

Each Participant will pay all costs and expenses in relation to the sale, transfer or other disposal of any Securities acquired upon conversion of Rights under the Plan and to any advice a Participant seeks in relation to its participation in the Plan or issue of any Rights or Securities under the Plan.

11.3 Withholding Tax

NRW or any Group company may withhold from amounts otherwise owing to a Participant, or require the Participant to remit to it, an amount sufficient to satisfy all withholding tax obligations and any government imposts, in respect of any or all of the Rights issued, or Securities issued or transferred on conversion of the Rights, under the Plan.

12 RULES

The Board may apply, make and/or amend Rules for the operation of the Plan or its application to an individual Eligible Employee, not inconsistent with these Terms & Conditions and those Rules shall apply for each grant of Rights.

13 GOVERNING LAW AND JURISDICTION

The laws of the State of Western Australia, Australia, govern these Terms & Conditions and the rights of the Participants thereunder. Each Participant irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Western Australia, Australia and courts entitled to hear appeals from those courts.